

Octopus Payment for Government Tolled Tunnels and Roads Promotion

Terms and Conditions

1. This promotion (this "Promotion") is organised by Octopus Cards Limited (and its successors and assigns) ("OCL") and is applicable to holders of any valid Octopus cards or products (collectively, the "Octopus") (collectively, the "Eligible Octopus"), subject to the terms and conditions set out herein (these "Terms and Conditions").
2. Period of this Promotion is from 00:00 on 1 August 2017 (Hong Kong time) to 23:59 on 31 January 2018 (Hong Kong time) (both dates inclusive) (the "Promotion Period") and it consists of 6 phases (collectively, the "Phases", each a "Phase") listed below:
 - Phase 1 : Starting from 1 to 31 August 2017 (both dates inclusive)
 - Phase 2 : Starting from 1 to 30 September 2017 (both dates inclusive)
 - Phase 3 : Starting from 1 to 31 October 2017 (both dates inclusive)
 - Phase 4 : Starting from 1 to 30 November 2017 (both dates inclusive)
 - Phase 5 : Starting from 1 to 31 December 2017 (both dates inclusive)
 - Phase 6 : Starting from 1 to 31 January 2018 (both dates inclusive)
3. The holder of an Eligible Octopus who has used his/her Eligible Octopus to complete Eligible Transactions (as defined in Clause 4 below) up to an aggregate value of HK\$150 or more within any one Phase (each an "Eligible Octopus Holder") will be entitled to an addition of value in the amount of HK\$20 to his/her Eligible Octopus (the "Promotion Offer"), subject to the following:
 - 3.1. If the aggregate value of all the Eligible Transactions in respect of an Eligible Octopus completed within any one Phase is less than HK\$150, no Promotion Offer will be offered;
 - 3.2. No value of any Eligible Transactions in respect of an Eligible Octopus completed within one Phase for which no Promotion Offer is offered (regardless of whether it is any value of Eligible Transactions that is in excess of HK\$150 for which the Promotion Offer has been offered or any aggregate value of Eligible Transactions that is less than HK\$150 as referred to in Clause 3.1 above) can be carried forward to any subsequent Phases for determining entitlement to the Promotion Offer in such subsequent Phases;
 - 3.3. In this Promotion, the Promotion Offer will be offered on a first-come-first-served basis to the first 5,000 Eligible Octopus Holders who have fulfilled all the requirements set out in this Clause 3 and no Promotion Offer will be offered to any holder of Octopus when the said 5,000 limit is reached; and
 - 3.4. Each Eligible Octopus Holder is entitled to receive addition of value to his/her Eligible Octopus in the amount of HK\$20 for any one Phase and a maximum amount of HK\$40 in this Promotion.
4. Eligible Transaction
 - 4.1. An Eligible Transaction refers to a single successful payment transaction that deducts value from an Eligible Octopus for toll payment at any of the government tolled tunnels and roads located in Hong Kong at which Octopus service is available. For the avoidance of doubt, an Eligible Transaction does not include any add value transaction that adds value to any Eligible Octopus through Octopus Automatic Add Value Service at the time of making Octopus payment at government tolled tunnels and roads.
 - 4.2. An Eligible Transaction does not include a payment transaction of which the related transaction data has not been received or obtained by OCL from the relevant merchant at the time when OCL conducts data processing under this Promotion or a payment transaction that is eventually cancelled or refunded.
 - 4.3. Where an Eligible Octopus malfunctions, is lost or stolen or becomes invalid for whatever reason(s) during the Promotion Period, any and all payment transaction(s) and payment amount(s) recorded on such malfunctioned, lost, stolen or invalid Octopus during the Promotion Period will not be transferred to or counted towards the new or replacement Octopus.

- 4.4. Any transaction or act that is found or suspected to be fraudulent will result in an Eligible Octopus Holder, an Eligible Octopus and/or an Eligible Transaction being disqualified from participating in this Promotion and not eligible for any Promotion Offer.
- 4.5. The time of completing the Eligible Transactions as recorded by OCL shall be final and conclusive.
5. Collection of Promotion Offer
- 5.1. In respect of each Phase, the Promotion Offer will be made available for collection by the Eligible Octopus Holders with their respective Eligible Octopus (a) via the Octopus App installed on NFC (Near Field Communication) enabled Android mobile devices or iOS mobile devices paired up with Octopus Mobile Reader or (b) at any of the Octopus Service Points within the Promotion Offer collection period (each a “Promotion Offer Collection Period”) set out in the third column of the table below (the “Table”) that corresponds to each of the Phases set out in the first and the second columns of the Table within which an Eligible Octopus Holder has fulfilled the requirements set out in Clause 3 above:
- | <u>Phases</u> | <u>Period for each Phase
(both dates inclusive)</u> | <u>Promotion Offer Collection Period
(both dates inclusive)</u> |
|---------------|---|---|
| Phase 1 | 1 to 31 August 2017 | 1 to 31 October 2017 |
| Phase 2 | 1 to 30 September 2017 | 1 to 30 November 2017 |
| Phase 3 | 1 to 31 October 2017 | 1 to 31 December 2017 |
| Phase 4 | 1 to 30 November 2017 | 1 to 31 January 2018 |
| Phase 5 | 1 to 31 December 2017 | 1 to 28 February 2018 |
| Phase 6 | 1 to 31 January 2018 | 1 to 31 March 2018 |
- 5.2. OCL will also issue push notifications and system messages through the Octopus App to Eligible Octopus Holders who have registered their respective Eligible Octopus in the Octopus App when the Promotion Offer is available for collection. Eligible Octopus Holders have to opt-in for push notification in the Octopus App in order to receive push notifications.
- 5.3. Eligible Octopus Holders must follow the steps set out in www.octopus.com.hk/collection_en to collect the Promotion Offer. At the time of collecting the Promotion Offer via the Octopus App or at the Octopus Service Points, as the case may be, the Eligible Octopus Holders must read and follow the messages and instructions shown in the Octopus App or on the screen of the Octopus Service Points, as the case may be, carefully and shall check the remaining balance of the Eligible Octopus after collection to ensure that the Promotion Offer has been properly added to his/her Eligible Octopus. The list of Octopus Service Points can be found on the Octopus website at www.octopus.com.hk.
- 5.4. Each Octopus can store value up to a maximum amount of HK\$1,000. If an Eligible Octopus has stored value up to HK\$1,000, the holder of such Eligible Octopus must spend such amount of stored value in the Eligible Octopus that is not less than the value of the Promotion Offer before collecting the Promotion Offer.
- 5.5. Any Promotion Offer not collected within the relevant Promotion Offer Collection Period in accordance with the steps set out in Clause 5.3 above will be forfeited automatically without notice.
- 5.6. OCL shall not be held responsible or liable for non-collection of any Promotion Offer in all circumstances.
6. If the Eligible Octopus is suspended or cancelled or it is no longer valid for whatever reason(s) at any time prior to collection of the Promotion Offer, the Promotion Offer will be forfeited automatically without notice.
7. The Promotion Offer cannot be altered, transferred, redeemed or exchanged for cash, other products or services or other electronic value under any circumstances whatsoever.

8. OCL shall have the sole and absolute discretion to determine the eligibility of an Eligible Octopus Holder, a holder of the Eligible Octopus, an Eligible Octopus and/or an Eligible Transaction. Under no circumstances shall any Eligible Octopus Holder and/or any other person have any claim or action whatsoever arising out of or in relation to the Promotion Offer (including collection or non-collection thereof) and/or this Promotion against OCL.
9. OCL reserves the sole and absolute right to (a) revise these Terms and Conditions, (b) modify, cancel, terminate, suspend or withdraw any part of this Promotion and/or (c) change or substitute the Promotion Offer, or any part thereof, at any time without prior notice or reason.
10. By participating in this Promotion, the holders of Eligible Octopus are deemed to have read, accepted and agreed to be bound by these Terms and Conditions.
11. No person other than the Eligible Octopus Holders and OCL shall have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce the provisions of these Terms and Conditions.
12. Any enquiries or disputes concerning this Promotion must be made to OCL on or before 15 April 2018 by post to Octopus Cards Limited at 46/F, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong, or by facsimile (no.: 2266 2211) or by calling Octopus Customer Service Hotline (no.: 2266 2222). Any enquiries or disputes made after 15 April 2018 will not be entertained. In case of any dispute arising out of or in connection with this Promotion, the decision of OCL shall be final and conclusive.
13. Conditions of Issue of Octopus shall apply. Please refer to www.octopus.com.hk.
14. Terms of Use of Octopus App shall apply. Please refer to www.octopus.com.hk.
15. Personal Information Collection Statement
 - 15.1. Octopus numbers of the Eligible Octopus and information of the Eligible Transactions retrieved by OCL from its system information relating to the Eligible Octopus and the Eligible Transactions will be used by OCL for identifying and verifying the eligibility of the Eligible Octopus Holders and for fulfillment purpose. The Octopus numbers and other system information retrieved solely for the purpose of this Promotion will be destroyed 6 months after completion of fulfillment under this Promotion, i.e. 30 September 2018.
 - 15.2. A holder of the Eligible Octopus will be required to provide his/her name, contact information (e.g. telephone number and/or address), Octopus number and/or information relating to the transaction in dispute (as the case may be) to OCL when making an enquiry or lodging a dispute in relation to this Promotion. If a holder of an Eligible Octopus does not provide the aforesaid information to OCL, OCL may be unable to process his/her enquiry or dispute.
 - 15.3. A holder of the Eligible Octopus has a right of access and correction with respect to his/her personal data (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance")) as provided for in sections 18 and 22 and principle 6 of Schedule 1 of the Ordinance. Such right of access includes the right to obtain a copy of his/her personal data so provided subject to payment of a fee.
 - 15.4. Enquiries concerning the personal data collected by OCL, the privacy policy of OCL and the application for access and correction of personal data may be addressed to The Data Protection Officer at 46/F, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong or email to dpo@octopus.com.hk.

16. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong. Each of OCL and the Eligible Octopus Holders irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.
17. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.