



OCTOPUS CARDS LIMITED  
Privacy Policy

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**GENERAL**

1. Octopus Cards Limited, the issuer of the *Octopus*, and issuer of the stored value facility under Octopus O! ePay Service respects the privacy of its Holders and O! ePay Account Holders and understands the importance of privacy for visitors to its website. Octopus Cards Limited (the "Company", "we", "our" or "us") collects and retains information so that we can efficiently provide services to our Holders. This Privacy Policy Statement is designed to help you understand what information the Company gathers and what we do with the information.

**DEFINITIONS AND INTERPRETATION**

2. In this Privacy Policy Statement, unless the context otherwise requires,  
  
"Application Form" means any form containing an application by the Holder of the *Octopus* and/or user of the Automatic Add-Value Service;  
  
"Automatic Add-Value Service" means the service whereby the Company or the Service Providers will automatically add a certain amount of Value (determined by the Company from time to time) to the *Octopus* if the Value stored in the *Octopus* has reached a certain level determined by the Company from time to time;  
  
"Card Funds" means the SVF Deposits and Float from time to time;  
  
"Client Funds Company" shall mean Octopus Cards Client Funds Limited, whose Articles of Association provide that its function is to



hold and deal with Card Funds in accordance with the Conditions of Issue and Pay Systems and Stored Value Facilities Ordinance ("PSSVFO");

"Conditions" means the Conditions of Issue of Octopus and the Octopus Automatic Add-Value Agreement published by the Company as amended from time to time;

"Float" means the stored value remaining (1) on an *Octopus*, excluding SVF Deposit, and (2) in an Octopus O!ePay Account;

"Friend" means another O! ePay Account Holder who has established a linkage between his/her O! ePay Account and your O! ePay Account for the purpose of performing P2P Payment;

"Holder" means the bearer of the *Octopus* for the time being but in the case of the Personalised *Octopus*, the expression "Holder" means the person identified in the electronic data stored in the *Octopus*. The expression "Holders" shall be construed accordingly;

"*Octopus*" means device-based stored value facility cards and products provided by us as described in the Conditions;

"O! ePay Account" means a network-based stored value account applied by an O! ePay Account Holder with and approved by OCL in respect of the O! ePay Service;

"O! ePay Account Holder" means a holder of the O! ePay Account;

"Octopus O! ePay Service" means the network-based stored value service as defined in the Conditions of Issue;

"Octopus payment system" means the payment system maintained and operated by the Company;

"Ordinance" means the Personal Data (Privacy) Ordinance (Cap. 486) of the Laws of the Hong Kong Special Administrative Region;

"Personal Data" means any personal data held by the Company including all information provided by Holders in the Application Forms and all the information (a) relating to the use of the *Octopus* by which we receive during from our *Octopus* readers and/or from other channels in respect of the use of your *Octopus* and (b) during the operation of the Octopus O! ePay Service and/or from other channels in respect of the use of your O! ePay Account) to the extent that those transactional records are "personal data" under section 2(1) of the Ordinance;



"P2P Payment" is referring to the person-to-person payment from one O! ePay Account to his or her Friend's O! ePay Account;

"Registered *Octopus*" means selective *Octopus* that can be registered for the purpose of making fund transfer with your O! ePay Account;

"Service Providers" means any transport operators, retailers (including but not limited to, supermarkets, convenience stores, restaurants and fast food shops, food, other consumer goods e.g. medicines & cosmetics, books, newspapers, stationery and gifts, accessories shops, shopping malls, wearing apparel, telecommunications), entertainment/recreation/sports facilities providers, educational establishments, government-related entities, building access control providers, unattended services (such as vending machines/kiosks/photo booths/telephone booths) online and mobile payment platform providers or other parties which offer their services when the Holders present their *Octopus* and are approved by the Company. These Service providers should display the *Octopus* acceptance logo clearly;

"SVF Deposit" shall have the meaning ascribed to it in Conditions of Issue;

"Third Party Operator" is an entity, whether in Hong Kong or elsewhere, with which we have entered into a formal business relationship to provide you with *Cross Border Octopus*, and some other functionalities, if any. Third Party Operators do not include any bank or financial services company with whom we offer the *Bank Co-Brand Octopus* or any Mobile Network Operator with whom we offer the *Octopus Mobile SIM*.

### **OUR COMPANY POLICY**

3. We pledge to meet fully, and where possible exceed, internationally recognised standards of personal data privacy protection in complying with the requirements of the Ordinance. In doing so, we promise to:
  - (i) collect adequate, but not excessive, Personal Data by lawful and fair means for lawful purposes directly related to our functions and activities;
  - (ii) take all reasonably practicable steps to ensure that all Personal Data collected or retained are accurate, having regard to the purposes for which they are to be used;



- (iii) ensure that Personal Data are not used where there are reasonable grounds for believing that they are inaccurate, having regard to the purposes for which they are to be used;
- (iv) erase Personal Data which are no longer necessary for the fulfillment of the purposes for which they are to be used;
- (v) use Personal Data only for purposes for which the data were to be used at the time of the collection of the data, unless you have given your express consent for a change of use or such use is required or permitted by the Ordinance or the law of Hong Kong Special Administrative Region ("Hong Kong");
- (vi) take all reasonably practicable steps to ensure that Personal Data are protected against unauthorized or accidental access, processing, erasure or other use;
- (vii) take all practicable steps to ensure that you can be informed of the kinds of personal data we hold and the main purposes for which the data are to be used; and
- (viii) allow you to access and request correction of your Personal Data held by us in a manner prescribed by the Ordinance. We may charge you a fee as permitted by the Ordinance in complying with your data access request.

**STATEMENT OF PRACTICES  
TYPES OF PERSONAL DATA COLLECTED AND HELD**

- 4. For the purpose of conducting the Company's business (including relevant online services), we may collect from you and hold some or all of the Personal Data such as, but not limited to, any or all of the following (according to the product or service you select) to enable us to provide the *Octopus*, Octopus O! ePay Service or other related service to you:
  - a. Your name;
  - b. Your Gender;
  - c. Your photographs;
  - d. Your bank/credit card account information;
  - e. Your preferred language for communications;
  - f. Contact details, including contact name, telephone number, email address and residential or permanent address;
  - g. Information for the verification of identity, including identification document type, identification number and proof of identity and address;
  - h. Your age and date of birth;



- i. Your Nationality;
  - j. Your *Octopus* number (only applicable when your identity can be directly or indirectly ascertained from the *Octopus* number);
  - k. Your *Octopus* usage data (only applicable when your identity can be directly or indirectly ascertained from the *Octopus* usage data).
5. We use cookies and page tagging (Javascript and pixel tags) to record the visit to our websites and store the users' websites preference. The information collected (such as IP address, domain name and/or browsers type) is anonymous aggregated research data, and contains no name or address information or any information that will enable anyone to contact you via telephone, email or any other means. Such information is used for internal analysis on the number of visitors to our websites and general usage patterns to measure the effectiveness and improve the usability of our websites and the services / online advertisements. The data will not be shared with any third party.
6. Cookies are small bits of information that are automatically stored on a person's web browser in their computer that can be retrieved by this site. It can be used to identify a computer and it often includes an anonymous unique identifier. Javascript and pixel tags are used to collect statistics on customer usage patterns of our websites and Octopus online services offered in our websites; for tracking the performance of our online advertisements and to store the users' preference of our websites. A pixel tag is a transparent image placed on certain webpages to collect data on user activities. Use of such technologies will not collect any personally identifiable data. Most browsers are initially set to accept cookies. If you would so prefer, you can set your browser to disable cookies and/or javascript. However, by disabling them, you may not be able to take full advantage of our website, including online services.

#### **PURPOSES OF KEEPING PERSONAL DATA**

7. Personal Data of the Holder and O!e Pay Account Holder held by us may be used for the following purposes:
- a. processing an application for our services offered to you from time to time;
  - b. conducting customer due diligence as required by law, rules, regulations, codes or guidelines;
  - c. management, operation and maintenance of the Octopus payment system and/or Octopus O! ePay Service and Card Fund, including audit, and exercising our and your rights under the Conditions;

- d. collecting money due from AAVS Account Holder (as defined in the *Octopus* Automatic Add Value Agreement) and/or *Octopus* Holder, whether from the AAVS Account (as defined in the *Octopus* Automatic Add Value Agreement) or otherwise;
- e. verifying any information and records relating to the Automatic Add Value Service Account Holder and/or the *Octopus* Holder;
- f. designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);
- g. communication by us to you;
- h. investigation of complaints, suspected suspicious transactions and research for service improvement;
- i. prevention or detection of crime; and
- j. disclosure as required by laws, rules, regulations, codes or guidelines.

#### **DISCLOSURE OF PERSONAL DATA**

- 8. All Personal Data will be kept confidential by us but in accordance with the Conditions, we may, for the purpose(s) set out in paragraph 7 above, transfer or disclose such Personal Data to the following parties within Hong Kong (except that the parties set out in paragraphs 8(a), 8(b) and 8(c) and owners or service providers of Client Funds Company in 8(e) below may be located outside Hong Kong):
  - a. issuers of *Bank Co-Brand Octopus* (as defined in the Conditions) and Automatic Add-Value Service participating banks and financial services companies which owe a duty of confidentiality to us and with which you have selected to register;
  - b. Third party Operator(s) under duty of confidentiality to us;
  - c. our agents or contractors under a duty of confidentiality to us who provide administrative, telecommunications, computer, anti-money laundering and counter terrorist financing intelligence, payment, data processing or other services to us in connection with the operation of our business (such as professional advisors, call centre service providers, debt collection agencies (in the event you owe us any money), courier, gift redemption centres or data entry companies);
  - d. our subsidiaries, and/or our affiliates which owe a duty of confidentiality to us;
  - e. Client Funds Company, its owners and its third party service provider involved in (i) ensuring that Card Funds are handled in accordance with these Conditions of Issue and PSSVFO, and (ii) managing Card Funds in case of our insolvency;
  - f. Friend(s) as selected by you in O! ePay Service; and

- g. any law enforcement agencies and/or regulatory bodies for compliance with applicable laws, rules, regulations, codes and/or guidelines and/or any person or entity to whom we, our subsidiaries, and/or our affiliates are under a binding obligation to satisfy a legally enforceable demand for disclosure under the requirements of any law, rule, regulation, code and/or guideline and/or order of any competent court of law, law enforcement agencies and/or regulatory bodies, but such disclosure will only be made under proper authority.

#### **SECURITY OF PERSONAL DATA**

9. We treat security as our top priority. We will strive to ensure that Personal Data will be protected against unauthorized or accidental access, processing or erasure. In doing so, we have implemented appropriate physical, electronic and managerial measures and controls to safeguard and secure the Personal Data.
10. Our web servers are protected by appropriate firewalls which will be kept up-to-date. However, as the security of ordinary email cannot be guaranteed, you should not send to us any email containing any Personal Data.
11. We will not keep Personal Data longer than is necessary for the fulfillment of the purposes (including any directly related purpose) for which they are, or are to be, used. We will purge unnecessary Personal Data from our system in accordance with our internal procedures.

#### **ACCESS AND CORRECTION OF PERSONAL DATA**

12. You have the right to ask us if we hold any Personal Data about you and if so, to request a copy of some or all of your Personal Data. If you would like to make such a request, please submit the "Data Access Request Form" (the prescribed form (form:OPS003) can be downloaded from the following link <http://www.pcpd.org.hk/english/publications/files/Dforme.pdf> or obtained by fax through our Interactive Voice Response System on 2266-2222), along with appropriate proof of identity (a copy of the applicant's Hong Kong Identity Card or Passport) to our Data Protection Officer at the address below. We may charge you a fee at a level permitted by the Ordinance for this service.
13. You also have the right to ask us to correct your Personal Data which you consider as inaccurate by writing to our Data Protection Officer at the address below.





14. We will allow your data access request or correction request unless we consider that there is a sound reason under the Ordinance or other relevant law to reject the request.
15. The address of our Data Protection Officer is 46/F., Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong. Our Data Protection Officer's email address is [dpo@octopus.com.hk](mailto:dpo@octopus.com.hk)

#### **LINKS TO OTHER WEBSITES**

16. Our website may, from time to time, contain links to other websites. This Privacy Policy Statement only applies to this website so when you link to other websites you should read their own privacy policies.

#### **CHANGE OF PERSONAL DATA POLICY**

17. We keep our privacy policy under regular review and we will place any update on this webpage. Any change, update or modification will be effective immediately upon posting on this webpage. This Privacy Policy Statement was last updated on 13 November 2016.

#### **INTERNAL PRACTICES**

18. Our Data Protection Officer is responsible for monitoring and supervising compliance with the Ordinance within the Company. We maintain the following measures to ensure compliance with the Ordinance:
  - a. log books are kept to record all refusal of data access and correction requests and the reasons for their refusal;
  - b. a "Personal Information Collection Statement" is included as far as practicable in the application forms for services provided by the Company;
  - c. internal privacy policies, guidelines and manuals are provided for use by staff of the Company. Such policies, guidelines and manuals will be reviewed and revised in a timely manner to meet up-to-date privacy protection developments and standards.

#### **ENGLISH VERSION**

19. If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.

#### **CONDITIONS**

20. Nothing in this Privacy Policy Statement shall affect the rights and obligations of the Company under the Conditions.