

## Terms and Conditions for Inactive *Octopus* Reactivation & Usage Lucky Draw Promotion

1. This "Inactive *Octopus* Reactivation & Usage Lucky Draw Promotion" (this "**Promotion**"), starting from 0:00 on 1 November 2016 (Hong Kong time) to 23:59 on 12 December 2016 (Hong Kong time) (both dates inclusive) (the "**Promotion Period**"), is organised by Octopus Cards Limited (and its successors and assigns) ("**OCL**") and is offered exclusively to selected holders of *On-Loan Octopus* (as defined in the Conditions of Issue of Octopus published by OCL (as amended from time to time)) (the "*Octopus*") to which no value has been added and which has not been used for payment for 3 years or longer i.e. the *Octopus* has been "inactive" since 1 November 2013 (the "**Eligible Octopus**"). The eligibility of an *Octopus* can be confirmed by inputting its complete Octopus number onto the promotion webpage of OCL at [www.octopus.com.hk/reactivation/en](http://www.octopus.com.hk/reactivation/en) or such other website as announced by OCL from time to time designated for this Promotion (the "**Promotion Site**"). This Promotion is subject to the terms and conditions set out herein (these "**Terms and Conditions**").
2. The Lucky Draw
  - 2.1 The holder of an Eligible *Octopus* who has, during the Promotion Period:
    - a. reactivated his/her Eligible *Octopus* in accordance with Clause 2.2 below; and
    - b. used his/her Eligible *Octopus* to complete at least one **Eligible Transaction** (as defined in Clause 2.3 below)(the "**Eligible Octopus Holder**", collectively, the "**Eligible Octopus Holders**") will be automatically entitled to one lucky draw entry (the "**Lucky Draw Entry**") in the lucky draw conducted in accordance with Clause 3.1 below (the "**Lucky Draw**") and win one of the lucky draw prizes set out in Clause 3.2 below (collectively, the "**Lucky Draw Prizes**", each or any one of them, a "**Lucky Draw Prize**").
  - 2.2 In order to reactive an Eligible *Octopus*, its holder has to perform successful enquiry of the latest 10 or 40 (as the case may be) transaction records on the Eligible *Octopus* at any of the Octopus Service Points (the "**Eligible Octopus Reactivation**"). The list of Octopus Service Points can be found on the Octopus website at [www.octopus.com.hk](http://www.octopus.com.hk).
  - 2.3 An "**Eligible Transaction**" means a single successful *Octopus* payment transaction made with an Eligible *Octopus*. An Eligible Transaction does not include a payment transaction of which data has not been received or obtained by OCL at the time when OCL conducts data processing under this Promotion or a payment transaction that is eventually cancelled or refunded.
  - 2.4 The time of completing the Eligible *Octopus* Reactivation and the Eligible Transaction as recorded by OCL shall be final and conclusive.
  - 2.5 In the event that an Eligible *Octopus* is a first generation *Octopus* i.e. an *Octopus* with an 8-digit card number and has no brackets for the last digit as shown on the card (the "**First Generation Eligible Octopus**") and is being replaced for a new *Octopus* at an Octopus Service Point during the Promotion Period, any transaction recorded on such First Generation Eligible *Octopus* during the Promotion Period, including the Eligible *Octopus* Reactivation and/or the Eligible Transaction, before replacement will be transferred to or counted towards the replacement *Octopus* (the "**Replacement Eligible Octopus**") such that the holder of such Replacement Eligible *Octopus* is eligible for the Lucky Draw as long as he/she has fulfilled the requirements set out in Clause 2.1 above with his/her **First Generation Eligible Octopus** and/or **Replacement Eligible Octopus** and is entitled to one Lucky Draw Entry. However, if an Eligible *Octopus* malfunctions, or is lost or stolen during the Promotion Period, any transaction recorded on such malfunctioned, lost or stolen *Octopus* during the Promotion Period will not be transferred to or counted towards the new or replacement *Octopus*.
  - 2.6 Each Eligible *Octopus* Holder can enjoy one Lucky Draw Entry in the Lucky Draw in respect of each of his/her Eligible *Octopus* for which he/she has fulfilled the requirements set out in Clause 2.1 in this Promotion.
  - 2.7 Any transaction or act that is found or suspected to be fraudulent may result in an Eligible *Octopus* Holder, an Eligible *Octopus*, an Eligible *Octopus* Reactivation and/or an Eligible Transaction being disqualified from participating in this Promotion and not eligible for the Lucky Draw Prize.

3. The Lucky Draw Prizes, Result Announcement and Prize Redemption
  - 3.1 The Lucky Draw will be conducted at the office of OCL on 22 December 2016 by computer system in a random manner, which is not open to the public.
  - 3.2 Fifty (50) winners (collectively, the **"Grand Prize Winners"**) will be drawn and each of them will be awarded HK\$6,000 worth of Chung Yuen Electrical cash vouchers (the **"Grand Prize"**) and two hundred (200) winners (collectively, the **"2<sup>nd</sup> Prize Winners"**) will be drawn and each of them will be awarded One (1) Octopus Mobile Reader (the **"2<sup>nd</sup> Prize"**). Result of the Lucky Draw will be announced on the Promotion Site, Sing Tao Daily and The Standard on **30 December 2016** (the **"Result Announcement"**).
  - 3.3 The Grand Prize Winners are required to register for prize redemption before such date to be specified in the Result Announcement by calling OCL's designated redemption house (the **"Redemption House"**) on 2411 1078 to make appointment for prize redemption at least seven (7) working days before redemption. The 2<sup>nd</sup> Prize Winners may redeem their prizes without pre-registration with the Redemption House. If the same winning Eligible *Octopus* is presented for more than once for prize redemption at the Redemption House, only the first Winner (as defined in Clause 3.4 below) who is able to present the winning Eligible *Octopus* and other required documents as set out in the Redemption Terms (as defined in Clause 3.4 below) to the Redemption House for prize redemption during the prize redemption period will be treated as final for fulfillment purpose.
  - 3.4 Redemption of the Lucky Draw Prizes is subject to the terms and conditions for prize redemption as set out in the Result Announcement (the **"Redemption Terms"**). All Lucky Draw Prizes shall be redeemed by the Grand Prize Winners and the 2<sup>nd</sup> Prize Winners (collectively, the **"Winners"**, each or any one of them, a **"Winner"**) before expiry of the prize redemption period as set out in the Result Announcement.
  - 3.5 The Octopus Mobile Reader is only applicable to Octopus cards/products with 9-digit Octopus number (including eight digits plus one single digit inside brackets). The Octopus Mobile Reader is only compatible with Bluetooth enabled iOS mobile devices.
  - 3.6 Each of the Winners shall bring along and present to the Redemption House his/her valid winning Eligible *Octopus* and other required documents as set out in the Redemption Terms for prize redemption. If any Winner is a person below 18 years of age (i.e. a minor), he/she must be accompanied by his/her parent(s), guardian(s) or custodian(s) in order to redeem the Lucky Draw Prize at the Redemption House. Such parent(s), guardian(s) or custodian(s) must produce original documentary evidence to prove his/her/their capacity as such (e.g. birth certificate of the minor, legal documents evidencing his/her guardianship or custodianship), the original identification document of such parent(s), guardian(s) or custodian(s) and the Winner and such other documents as reasonably requested by staff members of the Redemption House. If his/her parent(s), guardian(s) or custodian(s) is/are not able to provide the above-mentioned documents, the Redemption House may be unable to handle and process of the prize redemption.
  - 3.7 OCL shall not be held liable for non-delivery of any Lucky Draw Prize in all circumstances. If a Winner fails to register, collect and/or redeem the Lucky Draw Prize according to Clauses 3.3, 3.4 and 3.6 above or, at any time before prize redemption, the winning Eligible *Octopus* has been cancelled or is no longer valid for whatever reason(s), the Lucky Draw Prize(s) will be forfeited automatically without notice. Under no circumstances shall any holder of *Octopus* or any other person have any claim or action whatsoever against OCL relating to this Promotion.
  - 3.8 No Lucky Draw Prizes can be altered, transferred, redeemed or exchanged for cash, other products or services or other electronic value under any circumstances whatsoever.
4. Directors, employees, and spouses and children of such directors and employees of OCL, the affiliated companies of OCL (including the holding company of OCL, Octopus Holdings Limited, and Octopus Rewards Limited) and the agencies and service providers engaged by OCL for this Promotion are not eligible to participate in this Promotion.
5. The eligibility of an Eligible *Octopus* Reactivation and Eligible Transaction will be subject to verification by OCL based on the system information of OCL. OCL shall have the sole and absolute discretion to determine the eligibility of an Eligible *Octopus* Holder, a holder of an Eligible *Octopus*, an Eligible *Octopus*,

an Eligible *Octopus* Reactivation or an Eligible Transaction. Under no circumstances shall any Eligible *Octopus* Holder, holder of the Eligible *Octopus* or any other person have any claim or action whatsoever arising out of or in relation to this Promotion, the Lucky Draw and/or any Lucky Draw Prize against OCL and/or any parties in relation to this Promotion.

6. Save for Octopus Mobile Readers, OCL is not the supplier of the Lucky Draw Prizes and assumes no responsibility or liability whatsoever in relation thereto. Any enquiries relating to or disputes in respect of the Octopus Mobile Readers should be directed to Octopus Cards Limited by calling Octopus Customer Service Hotline (no.: 2266 2222). Any enquiries relating to or disputes in respect of other items of the Lucky Draw Prizes should be directed to the relevant suppliers.
7. The description and/or photos of the Lucky Draw Prizes (except the Octopus Mobile Reader) herein are provided by their respective suppliers and are intended to be used for reference only.
8. By participating in the Lucky Draw, the holders of Eligible *Octopus* are deemed to have read, accepted and agreed to be bound by these Terms and Conditions.
9. No person other than the Eligible *Octopus* Holders and OCL will 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.
10. In case of any dispute arising out of or in connection with this Promotion (except for any dispute concerning the Lucky Draw Prizes other than Octopus Mobile Readers), the decision of OCL shall be final and conclusive.
11. Any enquiries or disputes concerning this Promotion must be made to OCL on or before **15 March 2017** 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 March 2017** 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.
12. Conditions of Issue of Octopus applies. Please refer to [http://www.octopus.com.hk/web09\\_include/document/en/conditions\\_of\\_issue.pdf](http://www.octopus.com.hk/web09_include/document/en/conditions_of_issue.pdf) for details.
13. Terms & Conditions for Octopus Online Payment Service applies. Please refer to [http://www.octopus.com.hk/web09\\_include/document/en/online\\_payment\\_terms.pdf](http://www.octopus.com.hk/web09_include/document/en/online_payment_terms.pdf) for details.
14. Terms of Use of the "Octopus" App applies. Please refer to [http://www.octopus.com.hk/web09\\_include/document/en/octopus\\_app\\_terms.pdf](http://www.octopus.com.hk/web09_include/document/en/octopus_app_terms.pdf) for details.
15. For other restrictions in relation to Octopus Online Payment Service, please refer to FAQ in the link <http://www.octopus.com.hk/customer-service/faq/en/index.html#Service07> for details.
16. Personal Information Collection Statement
  - 16.1 The Octopus numbers of the Eligible *Octopus* and the system information of OCL relating to the Eligible *Octopus*, the Eligible *Octopus* Reactivation and the Eligible Transaction will be used by OCL for identifying and verifying the eligibility of the Eligible *Octopus* Holders. The Octopus numbers of the winning Eligible *Octopus* will be used by OCL and its designated redemption house to whom OCL will transfer such data for Result Announcement purpose and prize redemption purpose, respectively. At the time of prize redemption, each Winner is required to put his/her name (same as that shown on his/her identification document) in and sign on the prize acknowledgment receipt and to present his/her original identification document to staff members of OCL's designated redemption house for confirming that the Winner is 18 years of age or above and checking the accuracy of the name put on the prize acknowledgment receipt. If a Winner is below 18 years of age, his/her parent(s), guardian(s) or custodian(s) shall put his/her/their name(s) in and sign on the prize acknowledgment receipt on behalf of the Winner and present original documentary evidence that proves his/her/their capacity as parent(s), guardian(s) or custodian(s), his/her/their and the Winner's original identification document and other documents referred to in Clause 3.6 above to staff members of OCL's designated redemption house for verification and processing of prize redemption. The aforementioned identification document and documentary evidence will not be retained by OCL's designated redemption house. The prize acknowledgment receipts collected by OCL's designated redemption house will be retained and returned to OCL

within 14 days after expiry of the prize redemption period. The Octopus numbers, the system information of OCL retrieved solely for the purpose of this Promotion and the prize acknowledgment receipts will be destroyed on or before **31 July 2017**.

- 16.2 An *Octopus* holder will be required to provide his/her personal data to OCL for identity verification when making an enquiry or lodging a dispute concerning this Promotion. If an *Octopus* holder does not provide his/her personal data to OCL, OCL may be unable to process his/her enquiry or dispute.
  - 16.3 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.
  - 16.4 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](mailto:dpo@octopus.com.hk).
17. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of the Hong Kong SAR.
18. In case of any inconsistency between the English version and Chinese version of these Terms and Conditions, the English version shall prevail.

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