



## Terms and Conditions for Octopus Rewards Programme

### 1. Terms and Conditions

These Terms and Conditions are effective from 3 November 2008 for all Members.

### 2. Introduction

- 2.1 These Terms and Conditions are a contract between you, our Member, and us, Octopus Rewards Limited, the operator of a consumer reward and targeted offers programme (which we will refer to as “Octopus Rewards programme” or “the Programme”) operated in association with a number of other organisations (collectively referred to as “Our Partners”).
- 2.2 These Terms and Conditions explain our obligations to you and yours to us. While they apply to all our main services, they may be complemented or changed by particular terms and conditions for certain services which you may use or participate in.
- 2.3 There are a few terms in these Terms and Conditions that we should explain:
- (a) “Benefits” – This includes Reward\$, promotions and other carefully selected offers that you may receive from Our Partners or ourselves;
  - (b) “Cardholders” – Any person holding or using an Octopus card or product (which we will refer to as “Octopus” below) or any person to whom an Octopus is issued and who has registered under the Programme;
  - (c) “Hong Kong” – Hong Kong Special Administrative Region of the People’s Republic of China;
  - (d) “Member” – To register as a member of the Programme, you will need to provide your personal information and activate your Membership Octopus;
  - (e) “Membership Octopus” – This is the Octopus you hold that you have registered in the Programme by providing the number of that Octopus. Your Membership Octopus will be your Membership ID for the Programme;
  - (f) “Octopus Rewards Activation” – You will need to visit one of our Octopus Rewards Stations to activate the Octopus Rewards functions on your Membership Octopus;
  - (g) “Octopus Rewards Stations” – These are servicing points that provide Octopus Rewards activation, Reward\$ balance enquiries and Reward\$ downloads;
  - (h) “Our Partners” – They are our business partners who wish to offer you benefits and targeted offers (“Our Issuing Partners”) or redemption offers (“Our Redemption Partners”). Most of Our Partners will offer Reward\$ issuance, some will offer Reward\$ redemption and some will offer both Reward\$ issuance and redemption; and
  - (i) “Reward Dollars or Reward\$ or R\$” – This is a standard Benefit issued and recognised under the Octopus Rewards programme that you can use for the redemption of certain goods and services with Our Redemption Partners.

### **3 General Benefits and Offers**

- 3.1 We operate the Octopus Rewards programme in conjunction with Our Partners.
- 3.2 The Programme is open to all Cardholders. If you are aged 11 or below and wish to register, you will need your parent or legal guardian to sign on your behalf on your registration form. If you are aged between 12 to 18 years old and wish to register using an Octopus which is not a Bank Issued Octopus, you will need your parent's or legal guardian's approval before completing the registration form. If you are a holder of a Bank Issued Octopus, you should refer to the policies and procedures set out by the issuing bank or financial services company for registering in the Programme.
- 3.3 By registering in the Programme, you will receive Reward\$ from Our Partners and carefully selected offers from us. You may also receive special offers from Our Partners. You may opt out of receiving direct marketing materials from us or them by notifying us through calling 3690 1313.

### **4 Registration and Octopus Rewards Activation**

- 4.1 To become a Member of the Octopus Rewards programme, you will need to complete a registration form and provide certain personal data and the number of the Octopus that you wish to be your Membership ID.
- 4.2 Following registration, you will normally need to activate your Membership Octopus through one of our Octopus Rewards Stations offering the activation service. An up-to-date list of their locations is available on our website, [www.octopusrewards.com.hk](http://www.octopusrewards.com.hk). Until you activate your Membership Octopus, you will not be entitled to the benefits of the Programme.
- 4.3 The information with which you provide us when you register as a Member and when you use your Membership Octopus with us or Our Partners will help us and Our Partners to make carefully selected offers that we believe will be of interest and value to you.
- 4.4 Octopus Rewards Limited has the sole and absolute discretion to reject your registration as a Member. You understand that by being a Member you will not be entitled to the lost *Octopus* service provided by Octopus Cards Limited under the Conditions of Issue of Octopus. You will only be able to recover your Reward\$ if your Membership Octopus is provided with our Personalised Octopus service or you are a user of the Automatic Add Value Service.

### **5 Earn and Redeem Reward\$**

- 5.1 The first Benefit Our Partners will reward you with is Reward\$.
- 5.2 Our Partners will reward you with Reward\$ irrespective of how you pay for goods or services (whether by Octopus, cash, credit card, debit card or cheque). The issuance of Reward\$ is therefore not limited to purchases made with Octopus (unlike credit card bonus point schemes where you only receive points if you pay with that credit card).
- 5.3 Our Partners will determine which purchases will be entitled to Reward\$ (and at what rate) and which goods and/or services will be eligible for redemption of Reward\$.
- 5.4 Reward\$ can be redeemed for certain goods and services at Our Redemption Partners. The goods and/or services provided for redemption are the sole responsibility of Our Redemption Partners and we have no responsibility whatsoever in respect of those goods and services.

- 5.5 Reward\$1 is exchangeable for goods or services at Our Redemption Partners' outlets at a rate of Reward\$1, which equals to not less than one Hong Kong dollar's worth of goods or services.
- 5.6 Reward\$ have no monetary value and cannot be exchanged or redeemed in any way for cash or other electronic value (such as value stored on the Octopus).
- 5.7 We cannot control each specific exchange in Our Partners' offers of Reward\$ issuance and/or redemption in the Octopus Rewards programme. Our Partners will give you clear information and explanation of the Benefits provided by them.
- 5.8 To earn or redeem Reward\$ at our Partners' outlets, your Membership Octopus must be presented to Our Partners for issuance and redemption of Reward\$. In some cases, e.g. over the Internet, you may need to quote your Membership Octopus number to Our Partners.
- 5.9 In the event that your Membership Octopus is not used for a specified period (currently, 1,000 days), we will, for your own and our protection, deem your Membership Octopus to be no longer in use, and we will deactivate your Membership Octopus.
- 5.10 As the Octopus Rewards programme operates through Our Partners' systems and also relies on communication networks, electricity networks etc. which are beyond our control, we cannot always ensure that the Programme operates at all times. However we will make all reasonable efforts to ensure our system supports Our Partners' operations in connection with the Programme.
- 5.11 Benefits, including Reward\$ issued during one-off promotions (e.g. during a partner's launch) will be governed by the rules of the specific promotion and may expire after the end of that promotion.
- 5.12 Reward\$ or any benefits are personal to an individual Member and cannot be transferred. You should not transfer your Membership Octopus to another person once it is registered with the Programme.
- 5.13 Your Membership Octopus can store up to a current maximum amount of Reward\$1,000. Any changes to this maximum will be announced on our website, [www.octopusrewards.com.hk](http://www.octopusrewards.com.hk). Once the maximum amount is reached, no further Reward\$ can be loaded on your Membership Octopus until Reward\$ are redeemed.
- 5.14 The latest Reward\$ balance on your Membership Octopus and any amounts earned/redeemed will be shown on your purchase receipts at Our Partners. Any questions relating to a particular transaction should be referred to the staff of Our Partners at the time of the relevant transaction. We are not able to provide you with Reward\$ related transaction records or history enquiries.

## **6 Notice (this 'Notice') relating to the Personal Data (Privacy) Ordinance (the 'Ordinance')**

- 6.1 In order for you to be a member of the Programme, it is necessary for you to provide us with data to assist us in providing you with Benefits.
- 6.2 If you are unable or unwilling to provide such correct data, we may be unable to provide you with our services.
- 6.3 You agree that all the personal information and data provided to us and all information relating to the use of your Membership Octopus may be used by us for:
- (a) processing your registration for Membership Octopus;
  - (b) providing you with carefully selected offers, promotions and benefits by us, our

subsidiaries, our affiliates and/or Our Partners. We, our subsidiaries, our affiliates and Our Partners may need to carry out matching procedure (as defined in the Ordinance) to enable us/them to better understand your characteristics and to provide other services better tailored to your needs (such as offering special birthday promotions to you), to assist us and Our Partners in selecting goods and services that are likely to be of interest to you and to establish whether you already have a relationship with our selected business partners;

- (c) provide you with regular communications (other than direct marketing materials) from us with details of the programme and its benefits;
- (d) the normal management, operation and maintenance of the Octopus Rewards system, including audit;
- (e) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, any other entity which directly or indirectly controls us, is controlled by us, or is under common control with us) for customers' use;
- (f) investigation of complaints, suspected suspicious transactions and research for service improvement;
- (g) prevention or detection of crime;
- (h) disclosure as required by law;
- (i) aggregated behavioural analysis which is non-identifying and anonymous. This may be shared with Our Partners and third parties; and
- (j) as a source of information and data for other related purposes.

6.4 Data held by us relating to you will be kept confidential by us, but you agree that for the purposes set out in clause 6.3, we may transfer or disclose such information to the following parties (whether within or outside Hong Kong):

- (a) any agent, contractor or third party service provider under a duty of confidentiality to us who provides administrative, telecommunications, computer, payment, data processing or other services to us in connection with the operation of our business;
- (b) any other person under a duty of confidentiality to us including our subsidiaries, our affiliates and Our Partners; and
- (c) any person to whom we, our subsidiaries, our affiliates or Our Partners, is under a binding obligation to make disclosure under the requirements of any law, rule and regulation, including those of countries outside of Hong Kong for data transferred to those countries, but such disclosure will only be made under proper authority.

6.5 You have the right to:

- (a) check whether we hold data about you and to have access to that data;
- (b) require us to correct any data relating to you which is inaccurate;
- (c) ascertain our policies and practices in relation to personal data and to be informed of the kind of personal data held by us; and
- (d) request us not to use your personal data for direct marketing purposes as described in clause 6.3 (b), above, in which case we will cease to do so at no cost to you.

6.6 Any request relating to your rights as described in clause 6.5 above should be made in writing to:

The Data Protection Officer  
Octopus Rewards Limited  
PO Box 38170  
Hing Fat Street Post Office  
Hong Kong

We reserve the right to charge you a reasonable fee for processing any request for access to your personal data.

6.7 Nothing in this Notice shall limit your rights under the Ordinance.

- 6.8 Subject to this Notice, your personal information will be kept secure and confidential by us.
- 6.9 If you change any of your personal details or your Membership Octopus, or you would like to opt out from receiving direct marketing materials from us, including our subsidiaries, our affiliates or Our Partners as described in clauses 6.5(b) and (d), you should inform us by calling our customer hotline 3690 1313 or by writing to us in accordance with clause 6.6.

## **7. Malfunction / Loss of Membership Octopus**

- 7.1 If your Membership Octopus malfunctions due to no fault of yours and you have not damaged or tampered with it in any way, you may recover any Benefits (including Reward\$) by returning your Membership Octopus to an Octopus Cards Limited Authorised Service Centre (an up-to-date list of which is available on [www.octopuscards.com.hk](http://www.octopuscards.com.hk)) as described in the Conditions of Issue of Octopus except if your Membership Octopus is a Bank Issued Octopus, you should contact the issuing bank or financial services company for replacement and transfer of any Benefits.
- 7.2 If your Membership Octopus is provided with our Personalised Octopus service or you are a user of the Automatic Add Value Service and your Membership Octopus is lost or stolen, in addition to the lost Octopus service provided by Octopus Cards Limited as described in the Conditions of Issue of Octopus, you will be able to recover any remaining Reward\$ after the Notification Period. You should notify Octopus Cards Limited immediately by calling 2266 2266 if your Octopus is lost or stolen except if your Membership Octopus is a Bank Issued Octopus, you should contact the issuing bank or financial services company.
- 7.3 In determining the remaining amount of Reward\$ to be transferred to your replacement Membership Octopus, the records held by us shall be treated as conclusive evidence of the amount of the remaining Reward\$ except for any manifest error on our part.
- 7.4 The recovered Reward\$ will only be transferred into the replacement Membership Octopus you select. If you do not select a replacement Membership Octopus for your own use, your Octopus Rewards programme Membership will be closed and your Reward\$ will be forfeited.

## **8. Return or Cancellation of your Membership Octopus**

If you return (other than due to malfunction as described under clause 7.1) or cancel your Membership Octopus, the Reward\$ as recorded on your Membership Octopus will be forfeited and your Octopus Rewards programme Membership will be closed.

## **9. New Services**

We may provide you with new services associated with your Membership Octopus from time to time, and these new services will be governed by these Terms and Conditions and the terms and conditions of the respective services.

## **10. Miscellaneous**

- 10.1 If you breach or we have reasonable ground to believe that you have breached these Terms and Conditions or the Conditions of Issue of Octopus, we may suspend or terminate your Membership Octopus and seek to recover any damages that your breach may have caused to us, Octopus Cards Limited and/or Our Partners.

- 10.2 You must not tamper with Octopus card or product (including, but not limited to, the software and the data recorded on the Octopus card or product) in any way. Tampering with the data on Octopus card or product may be a criminal offence. We shall not honour transactions and any Benefits, including Reward\$, if your Octopus card or product has been tampered with.
- 10.3 We have the right to recover reasonable costs, expenses, losses and damages suffered or incurred by us as a result of your altering or interfering, or allowing a third party to alter or interfere, with the data on your Octopus card or product.
- 10.4 We may make changes to these Terms and Conditions from time to time. A copy of the latest version of these Terms and Conditions will be available on our website, [www.octopusrewards.com.hk](http://www.octopusrewards.com.hk).
- 10.5 Save and except the defined terms in these Terms and Conditions, all other terms shall follow the definition in the Conditions of Issue of Octopus, the latest copy of which is available on the website of Octopus Cards Limited at [www.octopuscards.com.hk](http://www.octopuscards.com.hk)

## **11. English Version Prevails**

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

## **12. Governing Law**

These Terms and Conditions shall be governed by the laws of Hong Kong.