



## Terms and Conditions for Octopus Rewards Programme

### YOUR ATTENTION IS DRAWN TO THE PERSONAL INFORMATION COLLECTION STATEMENT AT CLAUSE 6

#### 1. Terms and Conditions

These Terms and Conditions are effective from 5 May 2011 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” – Depending on the information provided by you in accordance with Clause 4.1, this may include Reward\$, promotions and other carefully selected offers that you may receive from us;
  - (b) “Cardholders” – Any person holding or using an Octopus card or product (“product” means a consumer item incorporating Octopus Cards Limited’s technology such as watch, phone cover, keyring etc.) (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) “Conditions of Issue” – The Conditions of Issue of Octopus published by Octopus Cards Limited (“OCL”) as amended from time to time, which can be obtained from OCL or downloaded from OCL’s website at [www.octopus.com.hk](http://www.octopus.com.hk);
  - (d) “Hong Kong” – The Hong Kong Special Administrative Region of the People’s Republic of China;

- (e) “Member” – Any person who has registered as a member of the Programme by providing information in accordance with Clause 4.1 and activating his/her Membership *Octopus*;
- (f) “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;
- (g) “Octopus PC Reader Service” – This is the service where you may activate the Octopus Rewards functions on your Membership *Octopus* and check the balance of the Reward\$ on your Membership *Octopus* through our website at [www.octopusrewards.com.hk](http://www.octopusrewards.com.hk) by using an Octopus PC Reader which is connected to your own personal computer;
- (h) “Octopus payment system” – The payment system maintained and operated by OCL;
- (i) “Octopus Rewards Activation” – This is the activation of the Octopus Rewards functions on your Membership *Octopus* by visiting one of our Octopus Rewards Stations or our website at [www.octopusrewards.com.hk](http://www.octopusrewards.com.hk) by using Octopus PC Reader Service;
- (j) “Octopus Rewards Stations” – These are servicing points that provide services relating to Octopus Rewards Activation, Reward\$ balance enquiries and Reward\$ downloads;
- (k) “Our Partners” – They are our business partners including entertainment / recreation facilities providers, retailers (supermarkets, electronic products, pet shops, bakery shops, shopping malls, food and beverages, apparel, financial and telecommunication industries) and others who wish to offer you benefits and targeted offers (“**Our Issuing Partners**”) or redemption offers (“**Our Redemption Partners**”), currently as listed on the leaflet attached to this registration form and updated from time to time on our official website at [www.octopusrewards.com.hk](http://www.octopusrewards.com.hk). Most of Our Partners will offer Reward\$ issuance, some will offer Reward\$ redemption and some will offer both Reward\$ issuance and redemption; and
- (l) “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 opt out of receiving direct marketing materials from us by notifying us in accordance with Clause 6.6.

#### **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 for the Programme.
- 4.2 Following registration, you will normally need to activate your Membership *Octopus* through one of our Octopus Rewards Stations which offers the Octopus Rewards Activation service or our website at [www.octopusrewards.com.hk](http://www.octopusrewards.com.hk) by using Octopus PC Reader Service. An up-to-date list of the locations of the Octopus Rewards Stations is available on our website at [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* will help us 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 OCL under the Conditions of Issue. You will only be able to recover your Reward\$ if your Membership *Octopus* is provided with the Personalised Octopus service provided by OCL 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 redeemed 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 to earn or redeem Reward\$ 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 period.
- 5.12 Reward\$ or any benefits are personal to an individual Member and cannot be transferred or assigned to others. 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. Personal Information Collection Statement relating to you (this “Notice”) in accordance with the Personal Data (Privacy) Ordinance (the “Ordinance”)**

**6.1** The Ordinance governs the collection, holding, processing and use of your personal data and other information that we may collect from time to time (the “Data”). This Data is to enable us to provide our services to you. Further information is set out in our Privacy Policy located at: [www.octopusrewards.com.hk](http://www.octopusrewards.com.hk). If you do not provide your personal data to us, we may be unable to provide you with some of our services.

**6.2** *Purpose:* You agree that your Data 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 (that is, our direct holding company and its subsidiaries), and/or Our Partners. We, our subsidiaries and/or our affiliates may need to carry out internal operational procedures to enable us:
  - (i) to better understand your characteristics and to provide other services better tailored to your needs (such as offering special promotions to you);
  - (ii) to assist us in selecting goods and services that are likely to be of interest to you;
  - (iii) to establish whether you already have a relationship with Our Partners; and
  - (iv) to arrange marketing offers;
- (c) providing you with regular communications from us with details of the Programme and its Benefits;
- (d) the management, operation and maintenance of the Programme, including audit and exercising our and your rights under these Terms and Conditions;
- (e) designing new or improving existing services provided by us, our subsidiaries and/or our affiliates;
- (f) investigation of complaints, suspected suspicious transactions and research for service improvement;
- (g) prevention or detection of crime; and
- (h) disclosure as required by law, rules, regulations, codes or guidelines.

**6.3** *Transfer:* Data will be kept confidential by us, but you agree that for the purpose(s) set out in Clause 6.2, we may transfer or disclose such information to the following parties within Hong Kong (except that the parties set out in Clause 6.3(a) below may be located outside Hong Kong):

- (a) our agents or contractors under a duty of confidentiality to us who provide administrative, telecommunications, computer, payment, data processing or other services to us in connection with the operation of our business (such as professional advisors, call centre service providers, gift redemption centres, or data entry companies);
- (b) our subsidiaries and/or our affiliates which owe a duty of confidentiality to us; and
- (c) 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 make disclosure under the requirements of any laws, 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.

**6.4 Access: You have the right to:**

- (a) check whether we hold your Data and to have access to that Data;
- (b) require us to correct any Data which is inaccurate;
- (c) ascertain our policies and practices in relation to the Data and to be informed of the kind of Data held by us; and
- (d) request us not to use your Data for direct marketing purposes as described in 6.2(b) above, in which case we will cease to do so at no cost to you.

**6.5 Any Data access request should be made in writing to:**

**The Data Protection Officer  
Octopus Rewards Limited  
46/F, Manhattan Place  
23 Wang Tai Road  
Kowloon Bay  
Kowloon  
Hong Kong  
Email: [dpo@octopus.com.hk](mailto:dpo@octopus.com.hk)**

**We reserve the right to charge you a reasonable fee for complying with any request for access to your Data.**

- 6.6** If you change any of your personal details or your Membership *Octopus*, or if at any time you do not want to receive direct marketing materials from us in the future, you may write to us at the above address or call Octopus Rewards Customer Service Hotline on 3690 1313 or opt out via our website at “Contact Us” at [www.octopusrewards.com.hk](http://www.octopusrewards.com.hk).
- 6.7** Nothing in this Notice shall limit your rights under the Ordinance.

## **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 OCL's Authorised Service Centre (an up-to-date list of which is available at [www.octopus.com.hk](http://www.octopus.com.hk)) as described in the Conditions of Issue 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 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 OCL as described in the Conditions of Issue, you will be able to recover any remaining Reward\$ after the Notification Period as described in the Conditions of Issue by calling Octopus Rewards Customer Service Hotline at 3690 1313. You should also notify Lost *Octopus* Reporting Hotline 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 new services.

## **10. Miscellaneous**

- 10.1 If you breach or we have reasonable ground to believe that you have breached these Terms and Conditions and/or the Conditions of Issue, we may suspend or terminate your Membership *Octopus*, forfeit your Benefits including Reward\$ and seek to recover any damages that your breach may have caused to us, OCL and/or Our Partners.
- 10.2 You must not tamper with your *Octopus* (including, but not limited to, the software and the data recorded on the *Octopus*) in any way. Tampering with the data on *Octopus* may be a criminal offence. We shall not honour transactions and any Benefits, including Reward\$, if your *Octopus* has been tampered with.
- 10.3 We have the right to recover reasonable costs, expenses, losses and damages suffered or incurred by us (including all reasonable legal expenses) as a result of your altering or interfering, or allowing a third party to alter or interfere, with the data on your *Octopus*.
- 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 at [www.octopusrewards.com.hk](http://www.octopusrewards.com.hk).
- 10.5 Save and except for the defined terms in these Terms and Conditions, all other terms shall follow the definition in the Conditions of Issue.

## **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.