

或寄回香港郵政總局郵政信箱11271號 Return by mail to P.O. Box 11271, General Post Office, Hong Kong

請注意八達通日日賞計劃條款及細則第6條的個人資料收集聲明

我的資料 My Information (此欄必須填寫 Mandatory)

請填妥以下資料，使我們可為你設立戶口以享用會員優惠及服務。

(請以英文正楷填寫 Please fill in with BLOCK LETTERS) (*請必須填寫 Required Field)

申請人聲明 Declaration by the Applicant

本人聲明及確認，本登記表格內提供的所有資料就本人所知所信均屬真實、準確及完全。

本人並確認已閱讀並理解本申請條款及細則，並同意遵守和接受本申請條款及細則及八達通獎賞有限公司不時修訂的條款及細則約束。

本人知悉及同意於成功登記八達通日日賞計劃後，本人之個人資料將連繫至本人持有之八達通。本人如確認及遞交本登記表格，即表示本人已細閱、明白及同意八達通日日賞計劃條款及細則第6條關於個人資料（私隱）條例的通知。

I hereby declare and confirm that all information in respect of me provided in this registration form is true, accurate and complete to the best of my information, knowledge and belief.

I also confirm that I have read and understood the Terms and Conditions. I also confirm that I agree to be bound by the Terms and Conditions, as amended by Octopus Rewards Limited from time to time.

I acknowledge and agree that upon the successful registration of Octopus Rewards Programme, my personal data provided in this registration form will be associated with my Octopus. By submitting this registration form, I agree that I have read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clause 6 of the Terms and Conditions for Octopus Rewards Programme.

本人(申請人)之年齡為18歲或以上。

I (the applicant) declare that I am aged 18 or above.

申請人簽署 Signature of Applicant

日期 Date

有關接收推廣資訊的通知及意願

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Notification and Consent for Direct Marketing Use

我們(八達通獎賞有限公司)希望使用你的電郵地址、聯絡電話及八達通號碼(宣傳物資上只會顯示部份號碼)，向你傳送透過零售或網上銷售途徑，由八達通卡有限公司提供之產品及服務之推廣優惠，以及八達通日日賞參與商戶有關日日賞獎賞的提供及兌換優惠(推廣產品或服務種類)，該日日賞參與商戶將提供下列各類產品、設施或服務：

We (Octopus Rewards Ltd.) intend to use your **email address, contact number and Octopus number** (only partial number will be displayed in our marketing materials) to provide you with **promotional offers of Octopus Cards Limited's products and services, as well as Rewards issuance and/or redemption offers from Octopus Rewards Partners (Marketing Subjects)** who provide the following classes of products, facilities or services (whether through physical or online channels):

- 消費品及服務 (燃料、健康及美容、個人護理、鞋類、街市)
Consumer products and services (fuel, health & beauty, personal care, shoes, wet markets)
- 娛樂 / 康樂 Entertainment / recreation
- 金融、銀行及信用卡 Financial, banking and credit cards
- 網上拍賣、生活資訊、團購、購物、交易及付款平台
Online auction, lifestyle information, group buying, purchase, trading and payment platforms
- 零售 (含酒類飲品、服裝、麵包或餅店、電子產品、飲食、寵物相關消費、購物商場、超級市場)
Retail (alcoholic beverages, apparel, bakery, electronics, food and beverages, pets related, shopping malls, supermarkets)
- 電訊 Telecommunications
- 運輸及旅遊 Transportation and travel

不過，在未獲得閣下的同意之前，我們不會使用上述提及的個人資料，以向你提供我們任何推廣優惠。如你不希望我們使用上述提及的個人資料向你提供推廣優惠，請別選以下適用的方格：

However, we will not use your above mentioned data to send you our promotional offers unless we have received your consent. Should you find the intended use of your above mentioned personal data not acceptable, please indicate your objection by ticking the appropriate box(es) below:

- ☐ 我拒絕你使用我的電郵地址傳送推廣優惠
I **OBJECT** to the use of my **email address** in sending your offers
- ☐ 我拒絕你使用我的聯絡電話以短訊形式傳送推廣優惠
I **OBJECT** to the use of my **contact number in the form of SMS or text messaging** in sending your offers

如你不想接收某項推廣產品或服務種類之推廣優惠，請於成功登記成為會員後，登入 www.octopusrewards.com.hk 之更新日日賞會員資料表格剔選。

If you would like to indicate your objection to particular classes of Marketing Subjects, please refer to the Member Information Update Form available at www.octopusrewards.com.hk after successful membership registration.

本人(申請人)之年齡為12至18歲,已得到父母或合法監護人的同意登記八達通日日賞計劃。

I (the applicant) declare that I am aged between 12 and 18 and have obtained parent or legal guardian's consent to register for Octopus Rewards Programme.

申請人簽署 Signature of Applicant

日期 Date

我的其他資料 My Other Information

(此欄可選擇是否填寫Optional)

以下資料，將有助我們及日日賞參與商戶為你精心挑選出你喜愛的推廣優惠，請自由選擇填寫。

The below section will help us and our Rewards Partners to make carefully selected offers that will be of interest and value to you. Please feel free to input.

父母/合法監護人簽署及姓名

Signature and Name of Parent / Legal Guardian

日期 Date



請注意第6條的個人資料收集聲明。

1. 條款及細則

本條款及細則，自2013年3月7日起適用於全體會員。

2. 引言

2.1 本條款及細則屬閣下(本公司的會員)與本公司(八達通獎賞有限公司)之間的合約。客戶獎賞和特設優惠計劃(下列簡稱「八達通日日賞計劃」或「計劃」)則是由本公司夥拍其他多間機構(下列統稱「參與商戶」)聯合營辦。

2.2 本條款及細則，解釋閣下與本公司應向對方承擔的責任。雖然它們適用於本公司所有的主要服務，但或因應閣下可能使用或參與的個別服務所特設的條款及細則，而須補充或修改。

2.3 本條款及細則的專門用語，釋義如下：

- (a)「獎賞」——根據第4.1條所指並獲得閣下同意而提供的資料，這可以包括日日賞\$、宣傳品和其他閣下可能獲取的由本公司所精選提供的優惠；
- (b)「持卡人」——任何持有或使用八達通卡或產品(產品包括(a)含有八達通卡有限公司科技的消費品項目，如手錶、手機殼及匙扣等；以及(b)任何含有本公司科技的電子錢包)(以下簡稱「八達通」)的人士，或任何獲發八達通並已於本計劃登記的人士；
- (c)「發卡條款」——指八達通卡有限公司不時修訂並刊發的八達通發卡條款，並可隨時向八達通卡有限公司索取或於八達通卡有限公司網站 www.octopusrewards.com.hk 下載；
- (d)「香港」——中華人民共和國香港特別行政區；
- (e)「推廣產品或服務種類」——指透過零售或網上銷售途徑，由八達通卡有限公司提供的產品及服務之推廣優惠，以及八達通日日賞參與商戶有關日日賞\$獎賞的提供及/或兌換優惠，該日日賞參與商戶將提供下列各類產品、設施或服務：
 - i. 消費品及服務(燃料、健康及美容、個人護理、鞋類、街市)；
 - ii. 娛樂/康樂；
 - iii. 金融、銀行及信用卡；
 - iv. 網上拍賣、生活資訊、團購、購物、交易及付款平台；
 - v. 零售(含酒精飲品、服裝、麵飽或餅店、電子產品、飲食、寵物相關消費、購物商場、超級市場)；
 - vi. 電訊；及
 - vii. 運輸及旅遊；
- (f)「會員」——任何人士必須根據第4.1條提供資料並啟動其會員八達通，方可完成登記成為本計劃的會員；
- (g)「會員八達通」——由閣下持有並已提供其號碼以於本計劃登記的八達通。閣下的會員八達通號碼將會是閣下在本計劃中的會員證號碼；
- (h)「八達通PC閘卡機」——這項服務可讓閣下藉著連接八達通PC閘卡機到閣下的個人電腦，登入本公司網站 www.octopusrewards.com.hk，啟動閣下的會員八達通的八達通日日賞功能及查閱日日賞\$餘額；
- (i)「啟動日日賞功能」——這是到任何一個「八達通日日賞服務站」，或藉著八達通PC閘卡機，在本公司網站 www.octopusrewards.com.hk 啟動閣下的會員八達通上的八達通日日賞功能；
- (j)「八達通日日賞服務站」——提供有關啟動日日賞功能、查閱日日賞\$餘額及下載日日賞\$等服務的服務站；

(k)「參與商戶」——希望為閣下帶來獎賞及特設優惠的本公司業務夥伴(下稱「獎賞商戶」)或用日日賞\$兌換優惠的夥伴(下稱「兌換商戶」)，而目前此等商戶的名單已詳列於登記表格隨附的單張上，並不時在本公司網站 www.octopusrewards.com.hk 更新。大部分參與商戶都會提供日日賞\$獎賞，部分則會提供日日賞\$兌換，部分更兩者兼備；及

(l)「日日賞\$」或「RS\$」——八達通日日賞計劃送出及認可的基本獎賞。憑日日賞\$可到日日賞\$兌換商戶兌換產品、設施及服務。

3. 基本獎賞及優惠

3.1 八達通日日賞計劃是本公司連同參與商戶聯合舉辦。

3.2 本計劃只適用於本公司不時選定的八達通卡或產品之八達通持有人。另外，11歲或以下人士如欲登記成為會員，須由家長或監護人於登記表格上代為簽署。12歲至18歲人士如欲以非銀行發行版八達通登記成為會員，須在填寫登記表格前得到家長或監護人的同意。如閣下為銀行發行版八達通持有人，應參考發卡銀行或金融服務公司有關登記本計劃的政策及程序。

3.3 登記參加本計劃後，閣下可以獲取參與商戶提供的日日賞\$。若閣下同意本公司於直接促銷推廣上根據第6.2條使用閣下的個人資料，包括八達通號碼(宣傳資料上只會顯示部份號碼)、電郵地址及/或聯絡電話以發放推廣短訊，閣下可獲取本公司精選的獎賞優惠。若閣下選擇拒絕接收本公司所提供的直接促銷推廣資料或要求本公司停止使用閣下之全部或所指定的個人資料作直接促銷推廣用途，可根據第6.6條通知本公司。

4. 登記及啟動日日賞功能

4.1 要成為八達通日日賞計劃的會員，閣下須填寫一份登記表格，並提供部分個人資料及閣下準備作為會員證號碼的八達通號碼。

4.2 在正常情況下，登記完成後閣下需要透過本公司任何一個提供啟動日日賞功能服務的八達通日日賞服務站，或藉著八達通PC閘卡機在本公司網站 www.octopusrewards.com.hk，啟動閣下的會員八達通。最新的八達通日日賞服務站地點一覽表，已刊登於本公司網站 www.octopusrewards.com.hk。閣下須啟動你的會員八達通，方可享受本計劃提供的獎賞。

4.3 在閣下登記成為會員時，以及使用會員八達通時向本公司所提供的資料，將有助本公司精心挑選出相信閣下會喜愛或合用的獎賞優惠。

4.4 八達通獎賞有限公司擁有獨立及絕對的決定權拒絕任何人士的會員登記。閣下應明白，成為會員並不表示閣下將有資格享受由八達通卡有限公司根據八達通發卡條款提供的失卡服務。只有當閣下的會員八達通附有由八達通卡有限公司提供的個人八達通服務或八達通自動增值服務，閣下才可獲補回閣下遺失的會員八達通上儲存的日日賞\$。

5. 賺取和兌換日日賞\$

5.1 參與商戶給予閣下的第一份獎賞將是日日賞\$。

5.2 參與發行商戶給閣下的日日賞\$，與閣下繳付產品、設施或服務時的付款方式(無論是使用八達通、現金、信用卡、記帳卡或支票)無關。因此賺取日日賞\$並不限於使用八達通購物(有異於一般信用卡積分計劃中須使用信用卡付款才有積分)。

5.3 何種消費可獲取日日賞\$(及其比率)，以及憑日日賞\$可兌換何種產品、設施及/或服務，均由參與商戶決定。

5.4 憑日日賞\$可在兌換商戶兌換部分產品、設施及服務。所兌換的產品、設施及/或服務純屬兌換商戶的責任，本公司對此等產品、設施及服務無須承擔任何責任。

5.5 憑日日賞\$1在兌換商戶兌換產品、設施或服務時，其價值

應可等同不低於港幣一元的產品、設施或服務。

5.6 日日賞\$並無現金價值，不得兌換現金或其他電子幣值(如八達通的儲值額)。

5.7 本公司不能控制有關參與商戶送出的日日賞\$及/或兌換優惠的每項具體交易。參與商戶會向閣下提供有關獎賞的清晰資料和說明。

5.8 閣下必須向本公司的參與商戶出示閣下的會員八達通，以賺取或兌換日日賞\$。個別情況下，例如使用網上服務，閣下可能需要向參與商戶提供閣下的會員八達通號碼。

5.9 倘若閣下的會員八達通在指定時間內不曾賺取或兌換日日賞\$(目前為1,000元)，為保障閣下及本公司，本公司會將閣下的會員八達通視作不再使用，並會保留取消閣下的八達通日日賞計劃會籍的權利。

5.10 由於八達通日日賞計劃是透過參與商戶的系統並同時依賴通訊網絡、電力網絡等運作，而此等因素均非本公司所能控制，所以本公司不能完全保證八達通日日賞計劃能夠於任何時間全面運作。然而，本公司會竭盡全力，確保本公司的系統能支持參與商戶進行與本計劃有關的活動。

5.11 包括單次宣傳活動中送出的日日賞\$(例如參與商戶新參與計劃時)在內的獎賞，將受指定宣傳規則所限，並可能在宣傳期結束後無效。

5.12 日日賞\$或任何類別的獎賞均只屬會員個人所有，並不能轉讓或轉移予他人。閣下的會員八達通一經在計劃中登記，即不應轉借他人使用。

5.13 閣下的會員八達通目前的日日賞\$儲存上限為日日賞\$1,000。倘若上限有所更改，本公司將會於本公司網站 www.octopusrewards.com.hk 公告。日日賞\$一旦累積至上限，日日賞\$便不能再儲入閣下的會員八達通，直至日日賞\$被兌換為止。

5.14 閣下的會員八達通上的最新日日賞\$餘額及任何取得/兌換的日日賞\$，均會列印於參與商戶所發出的交易單據上。對於任何交易有任何疑問，應在進行該項交易時向參與商戶的工作人員查詢。本公司不能向閣下提供與日日賞\$有關的交易紀錄或查詢紀錄。

6. 個人資料(私隱)條例(「該條例」)的通知(「本通知」)

6.1 該條例規管本公司不時向閣下收集的個人資料及其他資訊(「資料」)的收集、管有、處理及使用事宜。該資料確保本公司向閣下提供服務。有關本公司的私隱政策詳情請參閱本公司刊載於www.octopusrewards.com.hk的「私隱政策」。倘若閣下未能提供資料，本公司可能無法向閣下提供部分服務，例如收取本公司或參與商戶的宣傳資料。

6.2 直接促銷：本公司希望不時使用閣下的八達通號碼(推廣資料上只會顯示部份號碼)、電郵地址及/或聯絡電話以推廣短訊形式，傳送有關各推廣產品或服務種類的直接促銷推廣資料。除非獲得閣下同意，否則本公司不會如此使用閣下的資料。閣下可免費於日日賞登記表格上勾選適當空格，以示拒絕本公司在直接促銷推廣上使用閣下的資料。

6.3 本公司只會如前述中獲得閣下同意後，透過閣下的資料向閣下精選提供與推廣產品或服務種類有關的直接促銷推廣資料。本公司或會執行內部運作程序以確保本公司能夠：

- (a) 加深了解閣下的特點，以向閣下提供其他更適切的服務(如特別推廣活動)；
- (b) 協助本公司挑選閣下應感興趣的產品及服務；
- (c) 跟參與商戶建立關係，不論是否已經建立；及
- (d) 安排推廣優惠及獎賞。

6.4 目的：閣下同意閣下的資料可被本公司作下列用途：

- (a) 處理閣下的會員八達通登記；
(b) 定期向閣下提供客戶通知及根據上述第6.2條所示，提供直接促銷推廣資料；
(c) 本計劃系統的管理、運作及保養，包括審計及行使本公司與閣下據此條款的權利；
(d) 本公司及八達通卡有限公司設計新服務或改善現有的服務；
(e) 調查投訴、備受懷疑的可疑交易及研究服務改善措施；
(f) 防止及偵測罪行；及
(g) 根據法例、規則、規例、守則及/或指引作出披露。

6.5 轉移：本公司會將閣下的資料保密，但是在閣下的同意下，基於第6.3及6.4條列出之目的，本公司可於香港特別行政區（「香港」）境內將有關資料轉移或披露予下述各方（6.5 (a)列出的有關方面如位於香港境外則除外）：

- (a) 對本公司有保密責任的本公司的代理人或向本公司提供與本公司業務運作有關的行政、電訊、電腦、付款、數據處理或其他服務的承辦商（例如專業顧問、電話服務中心供應商、禮品換領中心或資料輸入公司）；
(b) 對本公司有保密責任的本公司之附屬公司及/或聯屬公司；及
(c) 本公司、其附屬公司及/或聯屬公司根據任何法例、規則、規例、守則及/或指引及/或履行任何具司法管轄權法院、執法機關及/或監管機構所發出而本公司須遵行的命令，按照適用之法例、規則、規例、守則及/或指引，有具約束力責任向任何執法機關及/或監管機構及/或任何人士或實體作出披露，但有關規定須有正式權限方可作出。

為免存疑，本公司將不會向第三方，包括本公司的附屬公司、聯屬公司及/或參與商戶，轉移或披露閣下的資料以作第三方的直接促銷推廣用途。

6.6 查閱：閣下享有下列權利：

- (a) 查閱本公司是否擁有閣下的資料並取得此等資料；
(b) 要求本公司更改閣下不準確的資料；
(c) 確定本公司處理資料的政策及慣例和獲告知本公司持有的資料類別；及
(d) 要求本公司按上述「條款及細則」中第6.2及6.3的規定，不要使用閣下的個人資料用作直接促銷之用途，並因此本公司將會按閣下的要求實行而閣下毋須承擔任何費用。

6.7 任何查閱資料要求，請以書面向下列人士提出：

九龍九龍灣宏泰道23號Manhattan Place 46樓

八達通獎賞有限公司

保障資料主任

電郵地址：dpo@octopus.com.hk

本公司保留就依從閣下要求查閱閣下的資料而向閣下收取合理費用的權利。

6.8 倘若閣下的個人資料或閣下的會員八達通有任何變動，或將來任何時間閣下不再希望收到本公司透過指定途徑或所有途徑所發出的直接促銷推廣資料，或若閣下希望本公司停止使用閣下的資料作直接促銷用途，閣下可免費循下列途徑聯絡我們：

- (a) 致電八達通日日賞客戶服務熱線3690 1313；或
(b) 透過本公司網站www.octopusrewards.com.hk；或
(c) 按上述地址或電郵地址書面通知本公司的保障資料主任。

6.9 本通知不會限制閣下在該條例所享有的權利。

7. 會員八達通失效 / 遺失

7.1 倘若閣下的會員八達通並非因閣下的過錯而失效，而閣下也未曾破壞或擅自改動它，只需將閣下的會員八達通送交八達通卡有限公司授權的服務中心（有關中心的最新名單已於網上刊載，網址：www.octopus.com.hk），便可補領閣下的獎賞（包括日日賞\$）。但倘若閣下的會員八達通屬於銀行發行版八達通，閣下應通知發卡銀行或金融服務公司，以便補領及轉移任何獎賞。

7.2 倘若閣下的會員八達通具有個人八達通服務，或閣下是自動增值服務使用者，當閣下的會員八達通遺失或失竊了，除了可使用由八達通卡有限公司根據八達通發卡條款提供的失卡服務外，閣下可如發卡條款所述，致電八達通日日賞客戶服務熱線3690 1313，補領通知期後任何剩餘的日日賞\$。若八達通遺失或失竊，閣下亦應立即致電八達通卡有限公司八達通報失熱線2266 2266；但如閣下的會員八達通屬於銀行發行版八達通，則應聯絡發卡銀行或金融服務公司。

7.3 倘若閣下的會員八達通因為本公司不時列明之任何原因而需要更換，所替代的八達通將會是閣下的替代會員八達通，而日日賞\$餘額亦會轉移至該替代會員八達通上。

7.4 在釐定須轉移至替代的會員八達通的日日賞\$餘額時，除非本公司有明顯錯誤，否則日日賞\$餘額應以本公司持有的記錄資料為準。

7.5 根據上述第7.1及7.2條而補領之日日賞\$餘額只能轉移至一張閣下指定的作為閣下的替代會員八達通的八達通上。倘若閣下沒有這麼做，閣下的八達通日日賞計劃會籍便會終止，而閣下的日日賞\$將會喪失。

8. 退回或取消會員八達通

倘若閣下退回（非因第7.1條中所述的失效原因）或取消閣下的會員八達通，儲存於該卡的日日賞\$將會喪失，閣下的八達通日日賞計劃會籍將會被終止。

9. 新服務

本公司可能不時向閣下提供與閣下的會員八達通有關的新服務，此等服務將受有關的條款及細則和各項有關新服務的條款及細則所限。

10. 其他

10.1 倘若閣下違反或本公司有理由相信閣下違反此等條款及細則、八達通發卡條款及/或任何適用於上述第9條列明之新服務的條款及細則，本公司會暫停或終止閣下的會籍，取消包括日日賞\$在內的獎賞，並採取行動要求補償任何因閣下的違反行為而可能導致本公司、八達通卡有限公司及/或參與商戶所造成的任何破壞。

10.2 閣下不得擅自改動閣下的八達通（包括但不限於紀錄在八達通上的軟件和資料）。擅自改動八達通上的資料可屬違法。對於任何擅自改動的八達通，本公司不會承認任何有關交易及任何獎賞，包括日日賞\$。

10.3 由於閣下的更改或干擾，或允許第三方更改或干擾閣下的八達通上的資料，引致本公司蒙受或產生任何費用、支出、損失或損害，本公司有權收回及追討合理的費用、支出損失或損害（包括一切合理的法律支出）。

10.4 本公司可能不時會對本條款及細則作出更改。最新版本將會於網上刊載，網址：www.octopusrewards.com.hk。

10.5 除了本條款及細則中規定辭義的用語外，所有其他用語均與八達通發卡條款中的釋義相同。

11. 英文文本為準

本條款及細則的中、英文本如有歧異，概以英文本為準。

12. 規管法律

本條款及細則受香港法律規管。

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 7 March 2013 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 and with your consent, 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 includes (a) a consumer item incorporating Octopus Cards Limited's technology such as watch, phone cover, keyring etc.; and (b) any electronic purse incorporating our technology) (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;

(d) "Hong Kong" — The Hong Kong Special Administrative Region of the People's Republic of China;

(e) "Marketing Subjects" — They are promotional offers of Octopus Cards Limited's products and services, and Reward\$ issuance and/or redemption offers from Our Partners who provide you with products, facilities or services in the following classes (whether through physical or online channels):

i. Consumer products and services (fuel, health & beauty, personal care, shoes, wet markets);

ii. Entertainment/recreation;

iii. Financial, banking and credit cards;

iv. Online auction, lifestyle information, group buying, purchase, trading and payment platforms;

v. Retail (alcoholic beverages, apparel, bakery, electronics, food and beverages, pets related, shopping malls, supermarkets);

vi. Telecommunications; and

vii. Transportation and travel;

(f) "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*;

(g) "Membership *Octopus*" — This is the *Octopus* you hold

that you have registered in the Programme by providing the number of that *Octopus*. The number of your Membership *Octopus* will be your Membership ID for the Programme;

- (h) "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 by using an Octopus PC Reader which is connected to your own personal computer;
- (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 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 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. 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 products, facilities 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 only open to Cardholders of selective Octopus cards or products as we shall specify from time to time. In addition, 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. You will also receive carefully selected offers from us if you have provided your consent to us in using your personal data including, *Octopus* number (only partial number will be displayed in our marketing materials), email address and/or contact number in the form of SMS (Short Messaging Service) or text messaging in direct marketing in accordance with Clause 6.2. You may opt out of receiving direct marketing materials from us or request us to cease to use your contact information either generally or selectively in direct marketing 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 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. 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 automatically 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 Issuing Partners will reward you with Reward\$ irrespective of how you pay for products, facilities 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 products, facilities and/or services will be eligible for redemption of Reward\$.
- 5.4 Reward\$ can be redeemed for certain products, facilities and services at Our Redemption Partners. The products, facilities 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 products, facilities and services.
- 5.5 Reward\$1 is exchangeable for products, facilities 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 products, facilities 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 have the right to 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. 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. If you do not provide your personal data to us, we may be unable to provide you with some of our services, such as receiving promotional information about us or Our Partners.
- 6.2 Direct Marketing: We intend to use your *Octopus* number (only partial number will be displayed in our marketing materials), email address and/or contact number in the form of SMS (Short Messaging Service) or text messaging in sending direct marketing materials relating to the classes of Marketing Subjects to you from time to time. We may not so use your Data unless we have received your consent. You may provide us with your objection to use your Data in direct marketing by "ticking" the appropriate boxes in the registration form at no cost to you.
- 6.3 Only with your consent as aforesaid, we will use your Data in providing you with carefully selected direct marketing materials in relation to the Marketing Subjects. We may need to carry out internal operational procedures to enable us:
 - (a) to better understand your characteristics and to provide other services better tailored to your needs (such as offering special promotions to you);
 - (b) to assist us in selecting products and services that are likely to be of interest to you;
 - (c) to establish whether you already have a relationship with Our Partners; and
 - (d) to arrange marketing offers and Benefits.
- 6.4 Purpose: You agree that your Data may be used by us for:
 - (a) processing your registration for Membership *Octopus*;

- (b) providing you with regular customer notifications and direct marketing materials as set out in Clause 6.2 above;
 - (c) the management, operation and maintenance of the Programme, including audit and exercising our and your rights under these Terms and Conditions;
 - (d) designing new or improving existing services provided by us and Octopus Cards Limited;
 - (e) investigation of complaints, suspected suspicious transactions and research for service improvement;
 - (f) prevention or detection of crime; and
 - (g) disclosure as required by law, rules, regulations, codes and/or guidelines.
- 6.5 Transfer:** Data will be kept confidential by us, but you agree that for the purpose(s) set out in Clauses 6.3 and 6.4, we may transfer or disclose such information to the following parties within Hong Kong (except that the parties set out in Clause 6.5(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.
- For avoidance of doubt, we will not transfer or disclose your Data to third party including our subsidiaries, our affiliates and/or Our Partners for use by such third party in direct marketing.
- 6.6 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 Clauses 6.2 and 6.3 above, in which case we will cease to do so at no cost to you.

6.7 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

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

6.8 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 through specific channel or all channels in the future, or if you want us to cease using any of your Data in direct marketing, you may contact us by the following means at no cost to you:

- (a) call Octopus Rewards Customer Service Hotline on 3690 1313; or**
- (b) opt out via our website at www.octopusrewards.com.hk; or**
- (c) write to our Data Protection Officer at the address or email as stated above.**

6.9 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) as described in the Conditions of Issue except if your Membership *Octopus* is a *Bank Issued Octopus*. In that case, 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*. In that case, you should contact the issuing bank or financial services company.
- 7.3** If your Membership *Octopus* needs to be replaced for any reason(s) as specified by us from time to time, the replacement *Octopus* will be your replacement Membership *Octopus* and the Reward\$ balance will be transferred to your replacement Membership *Octopus*.
- 7.4** In determining the 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 Reward\$ except for any manifest error on our part.
- 7.5** The recovered Reward\$ as mentioned in Clauses 7.1 and 7.2

above will only be transferred into an *Octopus* that you select as to be your replacement Membership *Octopus*. If you do not do so, 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, the Conditions of Issue and/or any applicable terms and conditions of any new services mentioned in Clause 9 above, 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 any 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.
- 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 of these terms and conditions, the English version shall prevail.

12. Governing Law

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