

2021 Q4 Faster Payment System eDDA Promotion — Terms & Conditions

1. This promotion (this “**Promotion**”) is open to you, as an Octopus Wallet Holder of Octopus Wallet Plus or Octopus Wallet Pro status, and is subject to the terms and conditions as stated below (“these **Terms and Conditions**”).
2. This Promotion is organised by Octopus Cards Limited (and its successors and assigns) (“**OCL**”).
3. By participating in this Promotion, you are deemed to have read, accepted and agree to be bound by these Terms and Conditions.
4. OCL’s Privacy Policy, Conditions of Issue of Octopus, Schedule of Fees and Guidelines relating to the use of Octopus (the “**Schedule of Fees**”), Terms of Use of Octopus App, Terms and Conditions Relating to Fund Transfer with Banks and FPS Participants under Octopus Wallet Service, and other terms and conditions of use, published by OCL at www.octopus.com.hk and/or in the Octopus App, as amended from time to time, shall apply to this Promotion.
5. “**Octopus Wallet**”, “**Octopus Wallet Holder**” and “**Registered Octopus**” referenced in these Terms and Conditions are defined in the Conditions of Issue of Octopus. “**Octopus Wallet Plus**” and “**Octopus Wallet Pro**” referenced in these Terms and Conditions have their respective eligibility requirements and service features set forth in the Schedule of Fees. “**Direct Debit Authorisation**” or “**Designated Bank Account**” referenced in these Terms and Conditions are defined in the Terms and Conditions Relating to Fund Transfer with Banks and FPS Participants under Octopus Wallet Service. “**Octopus App**” referenced in these Terms and Conditions is defined in the Terms of Use of Octopus App.

Promotion Details

6. This Promotion will commence at **00:00 on 5 November 2021** (Hong Kong time) and end at **23:59 on 31 December 2021** (Hong Kong time) (the “**Promotion Period**”).
7. To participate in this Promotion, you:
 - 7.1. are required to have a valid electronic Direct Debit Authorisation (“**eDDA**”) linked with your Designated Bank Account through your Octopus Wallet (the “**Designated Octopus Wallet**”); and
 - 7.2. have to effect and complete an Eligible Top-up Transaction (as defined in Clause 8); and
 - 7.3. have to complete an Eligible Spending Transaction (as defined in Clause 12); and
 - 7.4. have to register for this Promotion by providing the Designated Octopus Wallet number, your mobile phone number and your corresponding address through the Promotion website, or such other website as announced by OCL from time to time,which, upon fulfillment of all of the above requirements during the Promotion Period, you will become an “**Eligible Participant**” for the purpose of this Promotion.

Eligible Top-up Transaction

8. An “**Eligible Top-up Transaction**” means one or more fund transfer in a cumulative value of HK\$100 or above from your Designated Bank Account to (a) your Registered Octopus or (b) the Designated Octopus Wallet and subsequently from the Designated Octopus Wallet to your Registered Octopus (“**Eligible Registered Octopus**”) by eDDA through the Octopus App.
9. An Eligible Top-up Transaction does not include any transaction that is eventually being rejected, reversed or cancelled for whatever reason(s) outside the control of OCL.
10. Where the Designated Octopus Wallet and/or eDDA set up through the Designated Octopus Wallet is suspended, terminated or cancelled, or becomes invalid for reason(s) outside the control of OCL during the Promotion Period, any and all transactions made through and/or recorded in such suspended, terminated, cancelled or invalid Designated Octopus Wallet during the Promotion Period will not be considered as the Eligible Top-up Transaction.
11. The time of completing the Eligible Top-up Transaction and the value of such transaction as recorded by OCL shall be final and conclusive for the purpose of this Promotion.

Eligible Spending Transaction

12. An “**Eligible Spending Transaction**” means one or more payment transaction of a cumulative value of HK\$100 or above using the Eligible Registered Octopus as the means of payment.
13. An Eligible Spending Transaction does not include:
 - 13.1. any fund transfer from the Eligible Registered Octopus to the Designated Octopus Wallet;

and

- 13.2. any transaction that is eventually being rejected, reversed, cancelled or refunded for reason(s) outside the control of OCL.
14. The time of completing the Eligible Spending Transaction and the value of such transaction as recorded by OCL shall be final and conclusive for the purpose of this Promotion.

Lucky Draw

15. Each Eligible Participant is entitled to one lucky draw entry upon conducting, in respect of each Eligible Registered Octopus, both (a) the Eligible Top-up Transaction(s) in a cumulative value of HK\$100 and (b) the Eligible Spending Transaction(s) in a cumulative value of HK\$100 during the Promotion Period. There is no maximum number of lucky draw entries for each Eligible Participant.

The following table illustrates examples of number of lucky draw entries of an Eligible Participant entitlement:

Eligible Top-up Transaction Value in an Eligible Registered Octopus during the Promotion Period	Eligible Spending Transaction Value in an Eligible Registered Octopus during the Promotion Period	Number of Lucky Draw Entries
HK\$1,080	HK\$1,080	10
HK\$300	HK\$1,000	3
HK\$1,000	HK\$300	3

16. The lucky draw will be conducted on 19 January 2022. The winners (collectively, the **"Winners"**, and each, a **"Winner"**) will be randomly drawn by OCL.
17. The lucky draw is limited to a quota of 5,000 Winners.
18. Each Winner will be entitled to receive a special edition Octopus as randomly drawn and announced by OCL (**"Promotion Offer"**).
19. Winners will be notified by OCL through a Short Message Service (**"SMS"**) and/or push notification (if the Winner has opted-in to receive push notifications in the Octopus App). The result of the lucky draw will also be announced by OCL in Sing Tao Daily and South China Morning Post on 26 January 2022.
20. The Promotion Offers will be delivered to the Winners by mail based on the mailing information provided in accordance with Clause 7.4.
21. Under no circumstance can the Promotion Offer be altered, transferred, redeemed or exchanged for other form of cash, other products or services or other electronic value whatsoever.
22. Each Winner will only be entitled to receive the Promotion Offer once regardless of the number of lucky draw entries.

Forfeiture or Return of Promotion Offer

23. The Promotion Offer will be forfeited automatically without notice upon occurrence of any of the following events:
- 23.1. in the event that the Winner has failed to provide the mailing information as stipulated under Clause 7.4; and
- 23.2. in the event that the Promotion Offer cannot be delivered to the Winner based on the mailing information provided in accordance with Clause 7.4.
24. In the event of any fraudulent act, or any rejection, reversal to the effect that the Winner is no longer entitled to receive the Promotion Offer, OCL shall have the sole and absolute right to disqualify the relevant Winner(s) without prior notice and demand return of the Promotion Offer in such manner as directed by OCL and under no circumstance shall any person have any claim against OCL in relation to or in connection with this Promotion whatsoever.
25. The Promotion Offer is not replaceable in the event of any loss or damage. OCL shall not be liable for any damages, losses, claims, costs or proceedings incurred or suffered by any person participating in this Promotion.

Collection and Deletion of Personal Information

26. Without limiting OCL's rights under the Privacy Policy, your personal information (namely, the account number of your Designated Octopus Wallet, the number(s) of the Registered Octopus,

mobile phone number and corresponding address) and corresponding transaction information retrieved by OCL from its system information for the purpose of this Promotion will be used by OCL for (a) identifying and verifying your eligibility to participate in this Promotion and/or to receive the Promotion Offer, (b) fulfilling the Promotion Offer, (c) sending notification pursuant to Clause 19, (d) delivering the Promotion Offer and (e) handling any enquiries or resolving any disputes in relation to this Promotion.

27. Information collected, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by 18 July 2022.

General

28. No claims can be made against OCL in relation to any aspect of this Promotion and/or any failure in the communication networks, mobile applications, mobile devices or any interruption, interception, suspension, delay, blackout, loss, unavailability, mutilation, incorrect data transmission or other failure. Without limiting the generality of the foregoing, OCL makes no guarantee on the availability of the Octopus App and will not be held responsible for interruption of service that may interfere with the ability of any person to participate in this Promotion. Under no circumstance shall any claim be made against OCL whatsoever arising out of or in connection with this Promotion.
29. Any act that is found or suspected to be fraudulent may result in you being disqualified from participating in this Promotion and not being eligible for the Promotion Offer.
30. OCL's decisions in relation to any and all aspects of this Promotion, including, but not limited to, the eligibility of an Eligible Participant and a Winner in accordance with these Terms and Conditions, and entitlement of Promotion Offer, shall be final and conclusive.
31. Any enquiries or issues relating to mobile applications or communication services other than those provided by OCL should be referred to the relevant third party service provider(s).
32. Subject to Clause 31 above, any enquiries or disputes concerning this Promotion must be made to OCL on or before **31 March 2022** by post to Customer Service, Octopus Cards Limited at 46/F, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong, by facsimile (no.: 2266 2211), by calling Octopus Customer Service Hotline (no.: 2266 2222) or by email to customerservice@octopus.com.hk.
33. If you are unable to provide information requested by OCL for handling enquiries or resolving disputes in relation to this Promotion, OCL may not be able to process your enquiry or dispute.
34. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
35. No person other than a Winner and OCL shall 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.
36. Trade Promotion Competition Licence No.: 55138.
37. In case of any inconsistency or discrepancy between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.