Octopus GO Spend with your Mobile Octopus to Earn Rebate Promotion – Terms & Conditions

- 1. This "Octopus GO Spend with your Mobile Octopus to Earn Rebate Promotion" (this "**Promotion**") is organised by Octopus Cards Limited (and its successors and assigns) ("**OCL**") and is open to the holders of Mobile Octopus, and is subject to the terms and conditions as stated below (these "**Terms and Conditions**").
- 2. By participating in this Promotion, you are deemed to have read and accepted, and agree to be bound by these Terms and Conditions.
- 3. OCL's Privacy Policy Statement, 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 & Conditions for Octopus Online Payment Service, and other terms and conditions of use published by OCL at www.octopus.com.hk and/or in Octopus App, as amended from time to time, shall apply to this Promotion.
- 4. "Octopus App" referenced in these Terms and Conditions is defined as "Octopus Mobile App" in the Conditions of Issue of Octopus. "Automatic Add Value Service", "Faster Payment System", "Mobile Octopus", "Octopus", "Octopus Wallet" and "Stored Value Limit" referenced in these Terms and Conditions are defined in the Conditions of Issue of Octopus. "Octopus App for Tourists" referenced in these Terms and Conditions means the mobile application developed and operated by OCL and commonly known or marketed as the "Octopus App for Tourists". The "Octopus App for Business", is defined in the Octopus Merchant Payment Services Agreement.

Promotion Details

- 5. This Promotion shall start at **00:00 on 23 June 2025** (Hong Kong time) and end at **23:59 on 20 September 2025** (Hong Kong time) (both dates inclusive) (the "**Promotion Period**").
- 6. Subject to these Terms and Conditions, if you, during the Promotion Period,
 - 6.1 have installed the latest version of the Octopus App;
 - 6.2 have linked your Eligible Mobile Octopus (as defined in Clause 8) to your Octopus Wallet (the "Linked Octopus Wallet") to become a "Designated Mobile Octopus" for the purpose of this Promotion, pursuant to which you must follow the steps set out on the official website of OCL at www.octopus.com.hk/en/consumer/customer-service/faq/wallet/link-card.html;
 - 6.3 have successfully registered for this Promotion (the "**Promotion Registration**") by providing your Designated Mobile Octopus number in the campaign page entitled "Octopus GO Black Card Lucky Draw" of the "Octopus GO" promotion page on the Octopus App; and
 - 6.4 after completing the Promotion Registration, have used your Designated Mobile Octopus to complete any Eligible Transaction (as defined in Clause 9),

you will be considered a successful eligible participant under this Promotion (each, an "Eligible Participant") and eligible to receive a top-up value (the "Cash Rebate Reward") to the Designated Mobile Octopus under this Promotion during the Promotion Period. For further details of the calculation of the amount of Cash Rebate Reward, please refer to Clause 13.

- 7. By participating in this Promotion, you agree that:
 - 7.1 details of the Eligible Transaction(s) (namely, the number of your Designated Mobile Octopus, and the date, time, transaction amount and name of merchant of such transaction(s)) shall be

collected by OCL;

7.2 the number of your Designated Mobile Octopus and details of the Eligible Transaction(s) collected in connection with this Promotion or the Cash Rebate Reward will be used and retained by OCL for (a) identifying and verifying your eligibility to participate in this Promotion; (b) notifying you of the Cash Rebate Reward; (c) fulfilling the Cash Rebate Reward; and (d) handling any enquiries or resolving any disputes in relation to this Promotion.

Eligible Mobile Octopus

8. An "Eligible Mobile Octopus" refers to any Mobile Octopus other than Mobile Octopus added onto the Octopus App for Tourists.

Eligible Transactions

- 9. An "**Eligible Transaction**" refers to a successful payment transaction of HK\$100 or above conducted with a Designated Mobile Octopus during the Promotion Period after the Promotion Registration.
- 10. An Eligible Transaction does not include:
 - 10.1 any add value transaction (whether through cash reload, Automatic Add Value Service, add value through Octopus App with Octopus Wallet, add value through other e-wallets with credit cards or debit cards, from bank mobile applications or bank account with Faster Payment System transfer setup or with credit or debit cards or otherwise);
 - 10.2 any single transaction amount of \$500 or above for payment of taxi fares;
 - 10.3 the use of a Designated Mobile Octopus for payments of any amounts via the same Octopus App for Business for taxi driver (i.e. with merchant category "Taxi") three times or more on the same day, in which case, the third payment and the subsequent payment(s) made on such same day will not be regarded as the Eligible Transactions;
 - 10.4 any transaction whose related transaction data has not been received or obtained by OCL from the merchants at the time when OCL conducts data processing for fulfilment of the Cash Rebate Reward under this Promotion; or
 - 10.5 any transaction that is eventually being rejected, reversed or cancelled for whatever reason(s).

In case of any dispute as to whether a transaction constitutes an Eligible Transaction, the decision of OCL shall be final and conclusive.

- 11. Where the Designated Mobile Octopus malfunctions, and/or where the Designated Mobile Octopus is suspended, terminated or cancelled, or becomes invalid for whatever reason(s) during the Promotion Period, any and all transaction(s) made through or recorded on such malfunctioned, suspended, terminated, cancelled or invalid Designated Mobile Octopus during the Promotion Period will not be considered as Eligible Transaction(s).
- 12. The time of completion of the relevant Eligible Transaction as recorded in the transaction data received by OCL shall be final and conclusive for the purpose of this Promotion, including, but not limited to, for determining the eligibility for the Cash Rebate Reward.

Cash Rebate Reward

13. An Eligible Participant is eligible to enjoy:

- (a) a Cash Rebate Reward equivalent to 2% of the transaction amount for a single Eligible Transaction that meets the Tier 1 spending requirement of HK\$100 to below HK\$500, or
- (b) a Cash Rebate Reward equivalent to 5% of the transaction amount for a single Eligible Transaction that meets the Tier 2 spending requirement of HK\$500 or more as set out in the table below, subject to (i) the maximum amount of HK\$100 top-up value (the "Individual Cash Rebate Reward Limit") per Linked Octopus Wallet under this Promotion during the Promotion Period); and (ii) the Total Cash Rebate Reward Limit (as defined in Clause 14). The Cash Rebate Reward earned will be rounded up to the nearest 10 cents.

Spending Tier	Spending requirement of each Eligible Transaction	Cash Rebate Reward
Tier 1	HK\$100 to below HK\$500	2% x transaction amount
Tier 2	HK\$500 or above	5% x transaction amount

14. The Cash Rebate Reward will be offered on a first-come-first-served basis based on the time of completion of the Eligible Transaction, and is limited to the maximum amount of HK\$1,000,000 top-up value in respect of all the Eligible Transactions (the "Total Cash Rebate Reward Limit"). No Cash Rebate Reward will be offered once the Total Cash Rebate Reward Limit is reached, regardless of whether an Eligible Participant has reached the Individual Cash Rebate Reward Limit. OCL will announce in the campaign page entitled "Octopus GO Black Card Lucky Draw" of the "Octopus GO" promotion page on the Octopus App if the Total Cash Rebate Reward Limit has been reached.

Collection of Cash Rebate Rewards

- 15. The Cash Rebate Reward will be made available for collection via Octopus App or Octopus Service Points, from the seventh (7) days onwards after you have fulfilled all the requirements set out in Clause 6 and the related transaction data of an Eligible Transaction has been received or obtained by OCL (the "Collection Date"), up to within thirty (30) days immediately after the Collection Date ("Collection Period"). For the purpose of determining the fulfilment of requirements in Clause 6, the related transaction data of an Eligible Transaction received or obtained by OCL and the Collection Date, the decision of OCL shall be final, conclusive and binding on all parties. You must follow the steps set out on the official website of OCL at www.octopus.com.hk/collection_en to collect the Cash Rebate Reward. At the time of collection of the Cash Rebate Reward at an Octopus Service Point, you should follow the instructions shown on the screen of the Octopus Service Point to enable the Cash Rebate Reward to be credited to your Designated Mobile Octopus. Please visit the website at www.octopus.com.hk/en/consumer/card-replacement/octopus-service-points/index.html for the location of the Octopus Service Points.
- 16. The Cash Rebate Reward cannot be altered, transferred, redeemed or exchanged for cash, other products or services or other electronic value under any circumstances whatsoever.
- 17. Nothing in these Terms and Conditions shall oblige OCL to notify you of the availability of the Cash Rebate Reward or the forfeiture of the Cash Rebate Reward. Nevertheless, if you have registered the Designated Mobile Octopus on the Octopus App and opted-in to receive push notifications in Octopus App prior to the start of the Collection Period, you will be notified by push notification through Octopus App during the Collection Period of the Cash Rebate Reward through Octopus App.
- 18. Each Mobile Octopus can only store up to the applicable Stored Value Limit as set out in the Schedule of Fees, currently being HK\$1,000 or HK\$3,000 (as applicable). If the applicable Stored Value Limit has been reached at the time of collecting the Cash Rebate Reward, you must spend such amount of stored value in the relevant Designated Mobile Octopus that is of a value not less than that of the Cash Rebate Reward before you will be able to collect the Cash Rebate Reward again within the Collection Period.
- 19. The Cash Rebate Reward will be forfeited automatically without notice:

- 19.1 in the event that the Cash Rebate Reward is not collected within the Collection Period;
- 19.2 the Designated Mobile Octopus of such Cash Rebate Reward is no longer linked to the Linked Octopus Wallet, or the Octopus App has been uninstalled; or
- 19.3 if the Designated Mobile Octopus malfunctions, is suspended, terminated or cancelled, or reported lost, or is no longer valid for whatever reason(s) at any time prior to or at the time of collection of the Cash Rebate Reward.

General

- 20. In the case of any fraud or rejection, reversal or cancellation of an Eligible Transaction in respect of which any Cash Rebate Reward has been collected, OCL shall have the sole and absolute right to charge you an amount that is equivalent to the value of such Cash Rebate Reward without prior notice.
- 21. No claim can be made against OCL in relation to any aspect of this Promotion 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.
- 22. 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 Cash Rebate Reward.
- 23. OCL's decisions in relation to any and all aspects of this Promotion shall be final and conclusive and binding on all parties.
- 24. OCL is not the supplier of the goods and/or services sold and/or provided by any of the merchants pursuant to any of the Eligible Transactions and under no circumstance shall OCL have any liability whatsoever in respect of the goods and/or services sold and/or provided by such merchants. OCL shall not be liable to any Eligible Participant or any other person or entity in respect of any goods and/or services sold and/or provided by any merchant pursuant to the Eligible Transactions and any other goods and services provided by any such merchants whatsoever, including, but not limited to, the quality, supply and/or description of any goods and/or services. Any enquiries or issues relating to any item of the goods and/or services sold and/or provided by such merchants shall be referred to such merchants.
- Subject to Clauses 23 and 24 above, any enquiries or disputes concerning this Promotion must be made to OCL on or before 28 November 2025 by post to Customer Service, Octopus Cards Limited at 46/F, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong, or by calling Octopus Customer Service Hotline (no.: 2266 2222). You will be required to provide your Octopus number of the Designated Mobile Octopus for collection of the Cash Rebate Reward and when making an enquiry or lodging a dispute in relation to this Promotion. If you fail to provide the aforesaid information, OCL able enquiry may not be to process your dispute.
- 26. OCL has the sole and absolute discretion to amend or modify these Terms and Conditions at any time, which shall be effective immediately upon posting on OCL's website at www.octopus.com.hk, or on the Octopus App.

- 27. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond OCL's reasonable control (including force majeure events, etc.), OCL reserves the right, in its sole discretion and to the fullest extent permitted by applicable laws, to modify, suspend, terminate or cancel this Promotion, in whole or in part, as appropriate. Under no circumstance shall OCL be responsible for or liable to any Eligible Participant or any other person or entity whatsoever relating to or in connection with this Promotion.
- 28. OCL makes no guarantee of the availability of 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.
- 29. Except for any liability that cannot be excluded by law, OCL (including its officers, employees and agents) excludes any and all liability (including in negligence), for any personal injury, or any loss or damage (including loss of profit, loss of opportunity, etc.), whether direct, indirect, special or consequential whatsoever, arising in any way out of or relating to this Promotion, including but not limited to the following: (a) any technical difficulties or equipment malfunction (whether or not under OCL's control); (b) any theft, unauthorised access or third party interference; (c) any transaction, claim or Cash Rebate Reward that is late, lost, altered, damaged or misdirected (whether or not after receipt by OCL) due to any reason beyond the reasonable control of OCL; (d) any variation to the value of the Cash Rebate Reward value to that stated in these Terms and Conditions; or (e) use of the Cash Rebate Reward.
- 30. Each of the Eligible Participants agrees to indemnify and hold OCL harmless from and against any and all claims, damages, liabilities, costs and expenses (including legal costs on an indemnity basis) arising from any breach of these Terms and Conditions and/or arising out of or in connection with his or her participation in this Promotion.
- 31. Except where expressly provided herein, each of the Eligible Participants shall bear his/her own costs and expenses incurred and/or arising from his/her participation in this Promotion, and no reimbursement may be sought from OCL whatsoever.
- 32. Information collected, obtained, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by **20 December 2025**.
- 33. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
- 34. No person other than the Eligible Participants and OCL shall have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
- 35. 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.