

Octopus Mastercard® Spending Promotion Terms & Conditions

Terms and Conditions

1. This promotion (this “**Promotion**”) is open to you, an Octopus Wallet Holder who uses the Octopus Mastercard® service, 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. 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 for Use of Octopus Mastercard and other terms and conditions of use published by OCL at www.octopus.com.hk and/or the Octopus App, as amended from time to time, shall apply to this Promotion.
5. “**Card Association Merchant**”, “**Octopus Wallet**”, “**Octopus Wallet Holder**” and “**Stored Value Limit**” referenced in these Terms and Conditions are defined in the Conditions of Issue of Octopus. “**Octopus App**” referenced in these Terms and Conditions is defined in the Terms of Use of Octopus App.
6. “**Octopus Mastercard**” and “**Octopus Mastercard Transaction**” referenced in these Terms and Conditions have their respective meanings ascribed to them in the Terms and Conditions for Use of Octopus Mastercard.

Promotion Details

7. This Promotion starts at **00:00 on 5 November 2020** (Hong Kong time) and ends at **23:59 on 31 January 2021** (Hong Kong time) (both dates inclusive) (the “**Promotion Period**”).
8. This Promotion will be carried out in 3 phases during the Promotion Period (each a “**Phase**”), and each Phase has a corresponding promotion registration period (the “**Promotion Registration Period**”) and three (3) spending months (each a “**Spending Month**”) as set out below:

Phase	Promotion Registration Period	Spending Month		
	(from 00:00 on the first day to 23:59 on the last day of the period, both dates inclusive)	(from 00:00 on the first day to 23:59 on the last day of the month, both dates inclusive)		
		1	2	3
Phase 1	5 - 30 November 2020	5 - 30 November 2020	1 - 31 December 2020	1 - 31 January 2021
Phase 2	1 - 31 December 2020	1 - 31 December 2020	1 - 31 January 2021	1 - 28 February 2021
Phase 3	1 - 31 January 2021	1 - 31 January 2021	1 - 28 February 2021	1 - 31 March 2021

9. Subject to these Terms and Conditions (including Clauses 11, 12, 13, 18, 19 and 21), if you have completed the one-time registration for this Promotion (a “**Registered Octopus Wallet Holder**”) by registering the number of your Octopus Wallet to which your Octopus Mastercard is linked (the “**Eligible Octopus Wallet**”) on the promotion registration form on the Octopus website (www.octopus.com.hk/r/spendingnov2020/en) within the Promotion Registration Period of any one Phase (the “**Relevant Phase**”) and:
 - 9.1. if you have used your Octopus Mastercard to make the Eligible Spending (as defined in Clause 10 below) in a Spending Month under the Relevant Phase and you are within the Promotion Rebate Limit (as defined in Clause 11 below) in respect of such Spending Month, you will be eligible to receive a credit of HK\$20 (a “**Spending Rebate**”) to the Eligible Octopus Wallet in respect of such Spending Month; and
 - 9.2. if you are eligible to receive the Spending Rebate pursuant to Clause 9.1 in respect of all three (3) Spending Months under the Relevant Phase, you will be eligible to receive a credit of HK\$40 (the “**Special Rebate**”) to the Eligible Octopus Wallet in addition to the Spending Rebate received in respect of all such Spending Months.
10. Definition of Eligible Spending
 - 10.1 “**Eligible Spending**” means the total spending made with your Octopus Mastercard in one month, comprising one or more successful Octopus Mastercard Transactions with an accumulated value in the amount of HK\$200 or above.
 - 10.2 Eligible Spending does not include any of the following:
 - (a) any transaction that is unauthorised, or that is not posted or is eventually being rejected, reversed, cancelled or refunded at the time when OCL conducts data processing for fulfillment under this Promotion; and
 - (b) any fund transfer or top-up/reload transaction from the Octopus Mastercard to any stored value card (other than a single-purpose stored value card) or e-wallet.
 - 10.3 Where an Octopus Wallet and/or Octopus Mastercard is suspended, terminated or cancelled, or becomes invalid for whatever reason(s) during the Spending Months of the Relevant Phase, any and all transactions made through and/or recorded in such suspended, terminated or cancelled, or invalid Octopus Wallet and/or Octopus Mastercard during the said Spending Months will not be

considered as Eligible Spending.

- 10.4 The time of completing the Octopus Mastercard Transaction(s) of which value is/are included in the Eligible Spending and the value of such transaction(s) as recorded by OCL shall be final and conclusive for the purpose of this Promotion, including, but not limited to, for determining the eligibility for the Promotion Rebate(s) under Clause 11 below.
11. **Promotion Rebate Limit**
The Spending Rebate and the Special Rebate (collectively, the “**Promotion Rebates**”) are limited and will be offered in the following manner:
in respect of each Spending Month under each Phase, Spending Rebate will be offered on a first-come-first-served basis to the first ten thousand (10,000) Registered Octopus Wallet Holders (the “**Promotion Rebate Limit**”) who have fulfilled the eligibility requirements for Spending Rebate as set out in Clause 9.1 above in such Spending Month and have complied with these Terms and Conditions (each an “**Eligible Octopus Wallet Holder**”); and, in respect of each Phase, the Special Rebate will only be offered to those Eligible Octopus Wallet Holders who have been offered the Spending Rebate in all three (3) Spending Months under such Phase. No further Spending Rebate will be offered once the Promotion Rebate Limit in respect of each Spending Month under each Phase is reached.
12. You, as an Eligible Octopus Wallet Holder, can enjoy the Promotion Rebates for one Phase only (that is, the Relevant Phase) in this Promotion. Hence, you can enjoy a credit of up to HK\$100 to the Eligible Octopus Wallet in this Promotion. If you have completed registration for this Promotion in more than one Phase or otherwise for more than once, only the Phase in which you have completed your first registration for this Promotion will be considered as the Relevant Phase.
13. Each Eligible Octopus Wallet Holder cannot enjoy the Promotion Rebates in conjunction with offers of other Octopus Mastercard promotions organised by OCL and held at any time during the Spending Months of the Relevant Phase.
14. The Promotion Rebates cannot be altered, transferred, redeemed or exchanged for cash, other products or services or other electronic value under any circumstances whatsoever.

Crediting of Promotion Rebates

15. The Spending Rebate and the Special Rebate will be credited to the Eligible Octopus Wallet within the respective rebate credit time periods (each a “**Spending Rebate Credit Period**” and a “**Special Rebate Credit Period**”, respectively) corresponding to each Spending Month under the three (3) Phases as set out below:

Phase	Spending Month (from 00:00 on the first day to 23:59 of the last day of the month, both dates inclusive)		Spending Rebate Credit Period (both dates inclusive)	Special Rebate Credit Period (both dates inclusive)
Phase 1	1	5 – 30 November 2020	1 - 31 January 2021	1 - 31 March 2021
	2	1 – 31 December 2020	1-28 February 2021	
	3	1 - 31 January 2021	1 - 31 March 2021	
Phase 2	1	1 – 31 December 2020	1-28 February 2021	1 - 30 April 2021
	2	1 - 31 January 2021	1 - 31 March 2021	
	3	1-28 February 2021	1 - 30 April 2021	
Phase 3	1	1 - 31 January 2021	1 - 31 March 2021	1 – 31 May 2021
	2	1-28 February 2021	1 - 30 April 2021	
	3	1 - 31 March 2021	1 – 31 May 2021	

16. Nothing in these Terms and Conditions shall oblige OCL to notify you of the availability of the Promotion Rebates or the crediting of the Promotion Rebates to the Eligible Octopus Wallet. Nevertheless, OCL may issue push notification to you through the Octopus App after the relevant Promotion Rebate is credited to the Eligible Octopus Wallet if you have opted-in to receive push notifications in the Octopus App before such crediting.
17. Each Octopus Wallet can only store value up to the applicable Stored Value Limit and is subject to, among other things, the applicable annual transaction limit in respect of the anniversary year of the Eligible Octopus Wallet in which the relevant Promotion Rebate is credited thereto (both limits as set out in the Schedule of Fees). If the applicable Stored Value Limit and/or the applicable annual transaction limit of the Eligible Octopus Wallet has/have been reached at the time when the relevant Promotion Rebate is credited to the Eligible Octopus Wallet, no Promotion Rebate can be credited to the Eligible Octopus Wallet except only in the case where only the applicable Stored Value Limit is reached, in which case the relevant Promotion Rebate can be credited to the Eligible Octopus Wallet after the stored value in the Eligible Octopus Wallet has been reduced by an amount not less than the value of the relevant Promotion Rebate before the relevant Promotion Rebate is credited to the Eligible Octopus Wallet again within the applicable Spending Rebate

Credit Period or Special Rebate Credit Period (as the case may be).

Forfeiture or return of Promotion Rebates

18. The Promotion Rebate(s) will be forfeited automatically without notice in the following situations:
 - 18.1 in the event that the relevant Promotion Rebate cannot be credited to the Eligible Octopus Wallet in accordance with these Terms and Conditions;
 - 18.2 if the Eligible Octopus Wallet or your Octopus Mastercard is suspended, terminated or cancelled, restricted, or no longer valid for whatever reason(s) at any time prior to or at the time when the relevant Promotion Rebate is credited to the Eligible Octopus Wallet; or
 - 18.3 in addition to Clause 18.2 above, in the event that the Eligible Octopus Wallet is not connected to any mobile device or the Octopus App has been uninstalled from the relevant mobile device at the time when OCL is crediting the relevant Promotion Rebate to the Eligible Octopus Wallet.
19. In the case of any fraud, lack of authorisation or rejection, reversal, cancellation or refund of any Octopus Mastercard Transaction(s) of which value is/are included in the Eligible Spending in respect of which any Promotion Rebate has been credited to the Eligible Octopus Wallet, OCL shall have the sole and absolute right to debit from the Eligible Octopus Wallet an amount that is equivalent to the value of such Promotion Rebate without prior notice.

General

20. 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.
21. 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 Rebates.
22. OCL has the sole and absolute right to modify these Terms and Conditions at any time, which shall be effective immediately upon posting on the website www.octopus.com.hk.
23. OCL's decisions in relation to any and all aspects of this Promotion shall be final and conclusive.
24. No person other than you and other Registered Octopus Wallet Holders 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.
25. When making online purchases, you should read the terms and conditions, including, but not limited to, payment, delivery and refund procedures and guidelines, in relation to the purchases of goods and/or services offered by and/or offered on the online/mobile platform(s) of the Card Association Merchants. OCL is not the supplier of the said goods and/or services and shall not have any liability whatsoever in relation to the provision, supply, quality, merchantability, fitness for any purpose of the said goods and/or services. For any enquiry, dispute or complaint in relation to the said goods and/or services, you shall contact the relevant Card Association Merchant or other relevant merchant or party directly in accordance with the relevant terms and conditions and/or procedures and guidelines.
26. Links to third party websites or information in any communication, marketing or promotional materials in relation to this Promotion are provided for your convenience and the convenience of the readers thereof only. If you or any of such readers use(s) these links, you or such reader will leave the original site and will be subject to the terms contained on any such third party websites. OCL is not responsible for the availability of any such third party websites. OCL has not reviewed, and thus is not responsible for, and accepts no liability in respect of any information or opinion contained on any such third party websites.
27. 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).
28. Subject to Clauses 25 and 27 above, any enquiries or disputes concerning this Promotion must be made to OCL on or before **30 June 2021** 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.
29. Your personal information (namely, the number of the Eligible Octopus Wallet provided by you upon registration for this Promotion) and the corresponding transaction information retrieved by OCL from its system information for the purpose of this Promotion will be used by OCL for (i) identifying and verifying your eligibility to participate in this Promotion and/or to receive the relevant Promotion Rebate(s), (ii) fulfilling the Promotion Rebate(s), (iii) sending notification pursuant to Clause 16 above, and (iv) handling any enquiries or resolving any disputes in relation to this Promotion.
30. If you fail 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.
31. Information collected, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by **31 August 2020**.
32. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
33. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.