

**Octopus Online Payment Promotion for Selected Merchants 2018**  
**Terms & Conditions**

Terms and Conditions

1. This promotion (this “**Promotion**”) is open to you, as a customer of Octopus Cards Limited (and its successors and assigns) (“**OCL**”), who meet the eligibility criteria set out in Clause 7 and is subject to the terms and conditions as stated below (“**these Terms and Conditions**”).
2. This Promotion is organised by OCL.
3. By participating in this Promotion, you are deemed to have read and 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, Terms & Conditions for Octopus Online Payment Service, Terms of Use of Octopus Mobile App, and other terms and conditions of use published by OCL at [www.octopus.com.hk](http://www.octopus.com.hk), as amended from time to time, shall apply to this Promotion.
5. “**Service Provider**”, “**O! ePay Account**”, “**O! ePay Account Holder**”, “**Octopus Mobile App**”, “**Octopus**” and “**Stored Value Limit**” referenced in these Terms and Conditions are defined in the Conditions of Issue of Octopus. “**Octopus Online Payment Transaction**” referenced in these Terms and Conditions are defined in the Terms & Conditions for Octopus Online Payment Service.

Promotion Details

6. This Promotion starts at **00:00 on 11 November 2018** (Hong Kong time) and ends at **23:59 on 31 December 2018** (Hong Kong time) (both dates inclusive) (the “**Promotion Period**”).
7. Subject to Clause 16, you will be eligible to enjoy the Promotion Offer (as defined in Clause 9 below) if you have:
  - 7.1 used your *Octopus* (the “**Eligible Octopus**”) or O! ePay Account (the “**Eligible O! ePay Account**”) to complete an Eligible Transaction (as defined in Clause 8 below); and
  - 7.2 completed registration for this Promotion by:
    - (a) if you completed the Eligible Transaction with the Eligible Octopus - registering the *Octopus* number of the Eligible Octopus and the number of a valid O! ePay Account (the “**Registered O! ePay Account**”); or
    - (b) if you completed the Eligible Transaction with the Eligible O! ePay Account – registering the number of the Eligible O! ePay Account (the “**Registered O! ePay Account**”), on the promotion registration form on the Octopus website ([www.octopus.com.hk/oop\\_promotion2018](http://www.octopus.com.hk/oop_promotion2018)) (the “**Promotion Registration Form**”) within the Promotion Period. If you have registered for this Promotion under paragraph (a) above for more than once, the last registration as recorded by OCL shall be final and conclusive.
8. Definition of Eligible Transaction
  - 8.1 An “**Eligible Transaction**” means any single Octopus Online Payment Transaction of a value in the amount of HK\$200 or above for purchase of goods and/or services from or payment to the following Service Providers through online and/or mobile platforms: 2000 Fun, 24 Cards, Birdie, China Mobile, Cinema City, Fotomax, FunTown, Gameone, Group N Ship, Hong Leong Insurance, i7391.com, JHC eShop, JD.com, Multiplex Cinemas Limited, MYJAPAN, New World First Ferry, Octopus Online Shop, Pet Circle, Saint Honore Cake Shop, Soft World (HK), Sozmart, Taobao Marketplace, Ticketflap, Tmall.com, TransRush, Turbojet, ValueGB, Yahoo Deals, Yahoo Store (each a “**Selected Service Provider**”).
  - 8.2 An Eligible Transaction does not include a transaction that is eventually being rejected, reversed, cancelled or refunded at the time when OCL conducts data processing for fulfillment under this Promotion except in the case where the net value of the transaction after deducting any refund completed at the said time when OCL conducts data processing for fulfillment is not less than HK\$200.
  - 8.3 Where an *Octopus* or an O! ePay Account malfunctions, is suspended, terminated or cancelled, or becomes invalid for whatever reason(s) during the Promotion Period, any and all transactions made with and/or recorded on or in such malfunctioned, suspended, terminated, cancelled or invalid *Octopus* or O! ePay Account during the Promotion Period will not be considered as Eligible Transactions.
  - 8.4 The time of completing the Eligible Transactions and the value thereof as recorded by OCL shall be final and conclusive.
9. The “**Promotion Offer**” is a credit of HK\$20 to the Registered O! ePay Account in respect of each Eligible Transaction.
10. The Promotion Offer is limited and will be offered on a first-come-first-served basis to the first thirty thousand (30,000) O! ePay Account Holders (the “**Promotion Offer Limit**”) who have fulfilled all the requirements set out in Clause 7 above and have complied with these Terms and Conditions (each an “**Eligible O! ePay Account Holder**”). No Promotion Offer will be offered once the Promotion Offer Limit is reached.
11. You (i.e. each Eligible O! ePay Account Holder) can enjoy the Promotion Offer not more than twice in this Promotion.
12. The Promotion Offer cannot be altered, transferred, redeemed or exchanged for cash, other products or services or other electronic value under any circumstances whatsoever

### Crediting of Promotion Offer

13. The Promotion Offer will be credited to the Registered O! ePay Account of the Eligible O! ePay Account Holder by 11 January 2019 (the "**Promotion Offer Credit Date**").
14. Nothing in these Terms and Conditions shall oblige OCL to notify you of the availability of the Promotion Offer or the crediting of the Promotion Offer to the Registered O! ePay Account. Nevertheless, OCL may issue push notification to you through the Octopus Mobile App after the Promotion Offer is credited to the Registered O! ePay Account if, before such crediting, you have opted-in to receive push notifications in the Octopus Mobile App.
15. Each O! ePay Account can only store value up to the applicable Stored Value Limit and is subject to, among other things, the applicable annual transaction limit for the anniversary year of the Registered O! ePay Account in which the Promotion Offer is credited thereto (both limits as set out in the Schedule of Fees and Guidelines relating to the use of Octopus). If the applicable Stored Value Limit and/or the applicable annual transaction limit of the Registered O! ePay Account has/have been reached at the time of crediting the Promotion Offer to the Registered O! ePay Account, no Promotion Offer can be credited to the Registered O! ePay Account except in the case where only the applicable Stored Value Limit is reached, the Promotion Offer can be credited to the Registered O! ePay Account after the stored value in the Registered O! ePay Account has been reduced by an amount not less than the value of the Promotion Offer before crediting of the Promotion Offer to the Registered O! ePay Account again by the Promotion Offer Credit Date.

### Forfeiture or return of Promotion Offer

16. The Promotion Offer will be forfeited automatically without notice in the following situations:
  - 16.1 in the event that the Promotion Offer cannot be credited to the Registered O! ePay Account in accordance with these Terms and Conditions;
  - 16.2 if the Registered O! ePay Account is suspended, terminated or cancelled or is no longer valid for whatever reason(s) at any time prior to or at the time when the Promotion Offer is credited to the Registered O! ePay Account; or
  - 16.3 in addition to Clause 16.2 above, in the event that the Registered O! ePay Account is not connected to any mobile device or the Octopus Mobile App has been uninstalled from the relevant mobile device at the time when OCL is crediting the Promotion Offer to the Registered O! ePay Account.
17. In the case of any fraud or rejection, reversal, cancellation or refund of any Eligible Transaction in respect of which the Promotion Offer has been credited, OCL shall have the sole and absolute right to debit from the Registered O! ePay Account an amount that is equivalent to the value of such Promotion Offer without prior notice.

### General

18. No claims 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.
19. 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.
20. OCL has sole and absolute discretion to modify these Terms and Conditions at any time, which shall be effective immediately upon posting on its website [www.octopus.com.hk](http://www.octopus.com.hk).
21. OCL's decisions in relation to any and all aspects of this Promotion shall be final and conclusive.
22. No person other than you and other Eligible O! ePay Account 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.
23. 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 Selected Service Providers. 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 Selected Service Provider, merchant or party directly in accordance with the relevant terms and conditions and/or procedures and guidelines.
24. 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 accept no liability in respect of any information or opinion contained on any such third party websites.
25. Any enquiries or disputes concerning this Promotion must be made to OCL on or before 10 February 2019 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](mailto:customerservice@octopus.com.hk).
26. Without limiting OCL's rights under its Privacy Policy and the Personal Information Collection Statement relating to the registration of your O! ePay Account, the Octopus number and/or the Registered O! ePay

Account number provided by you on the Promotion Registration Form 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 receiving the Promotion Offer, (ii) fulfilling the Promotion Offer, (iii) sending notification pursuant to Clause 14 above, and (iv) handling any enquiries or resolving any disputes in relation to this Promotion.

27. 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.
28. Information collected, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by 10 April 2019.
29. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
30. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.