Spend HK\$50 or more with Octopus in McDonald's App to get HK\$10 Rebate Terms & Conditions

- 1. This "Spend HK\$50 or more with Octopus in McDonald's App to get HK\$10 Rebate" promotion (this "Promotion") is organised by Octopus Cards Limited (and its successors and assigns) ("OCL") and is open to you, as a customer of OCL, 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", "Octopus Wallet" 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 as "Octopus Mobile App" in the Conditions of Issue of Octopus. "McDonald's App" referenced in these Terms and Conditions is defined as the mobile application developed and operated by MHK Restaurants Limited ("MHK"), which operates a fast food chain in Hong Kong under the trade names of "McDonald's" and "McCafé" (collectively, "McDonald's").

Promotion Details

- 5. This Promotion shall start at **00:00 on 8 December 2025** (Hong Kong time) and end at **23:59 on 31 December 2025** (Hong Kong time) (both dates inclusive) (the "**Promotion Period**").
- 6. Subject to these Terms and Conditions, if you, during the Promotion Period, have used your Octopus (the "Eligible Octopus") or Octopus Wallet (the "Eligible Octopus Wallet") to complete an Eligible Transaction (as defined in Clause 7 below), you will be eligible to receive HK\$10 top-up value to the Eligible Octopus or the Eligible Octopus Wallet (as the case may be) (the "Promotion Offer"), up to a maximum of 3 Promotion Offers during the entire Promotion Period for each Eligible Octopus or each Eligible Octopus Wallet, that is, a maximum of HK\$30 of top-up value for each Eligible Octopus or each Eligible Octopus Wallet, during the entire Promotion Period (the "Individual Promotion Offer Limit").
- 7. Definition of Eligible Transactions
 - 7.1 For the purpose of these Terms and Conditions, an "Eligible Transaction" refers to a single successful payment transaction of HK\$50 or above conducted with an Eligible Octopus or an Eligible Octopus Wallet in McDonald's App for the purchase of goods and/or services provided by McDonald's on any day within the Promotion Period. For the avoidance of doubt, an Eligible Transaction does not include any transaction conducted at the cashier or self-ordering kiosk in McDonald's.
 - 7.2 An Eligible Transaction does not include any transaction whose related transaction data has not been received or obtained by OCL from MHK at the time when OCL conducts data processing for fulfillment of Promotion Offer(s) under this Promotion or any transaction that is eventually being rejected, reversed or cancelled for whatever reason(s).
 - 7.3 Where an Eligible Octopus or an Eligible Octopus Wallet, as the case may be, malfunctions, is lost or stolen, is suspended, terminated or cancelled, or becomes invalid for whatever reason(s) during the Promotion Period, any and all payment transaction(s) and payment amount(s) recorded on such malfunctioned, lost, stolen, suspended, terminated, cancelled or invalid Eligible Octopus or invalid Eligible Octopus Wallet during the Promotion Period will not be considered as Eligible Transaction(s).
 - 7.4 The time of completing an Eligible Transaction and the value thereof as recorded in the transaction data received or obtained by OCL from MHK shall be final and conclusive for the purpose of this Promotion, including, but not limited to, for determining the eligibility for the Promotion Offer(s) under Clause 6 above.
 - 7.5 In case of any dispute as to whether a transaction constitutes an Eligible Transaction, the decision of OCL shall be final and conclusive.
- 8. The Promotion Offer is limited and will be offered on a first-come-first-served basis, to the first 374,500 Eligible Transactions based on the time of completing the Eligible Transaction, that is, a maximum of 374,500 Promotion Offers amounting to HK\$3,745,000 top-up value to the Eligible Octopus and/or the Eligible Octopus Wallet during the entire Promotion Period (the "Total Promotion Offer Limit"). No Promotion Offer will be offered once the Total Promotion Offer Limit is reached, regardless of whether you have reached the Individual Promotion Offer Limit.
- 9. The Promotion Offer cannot be altered, transferred, redeemed or exchanged for cash, other products or services or other electronic value under any circumstances whatsoever.

Collection or Credit of Promotion Offer

10. For an Eligible Transaction conducted with an Eligible Octopus, the Promotion Offer will be made available for collection from the 5th day onwards after the completion of each Eligible Transaction, up to and including 5 February 2026 (the "**Collection/Credit Period**"). The Promotion Offer will be made available for collection via

the Octopus App or the Octopus Service Points. You must follow the steps set out on the official website of OCL at www.octopus.com.hk/collection en to collect the Promotion Offer. For the locations of the Octopus Service Points, please refer to www.octopus.com.hk/osp/en. At the time of collecting the Promotion Offer at an Octopus Service Point, you should follow the instructions shown on the screen of the Octopus Service Point to enable the Promotion Offer to be credited to your Eligible Octopus.

- 11. For an Eligible Transaction conducted with an Eligible Octopus Wallet, the Promotion Offer will be credited to the Eligible Octopus Wallet during the Collection/Credit Period.
- 12. Nothing in these Terms and Conditions shall oblige OCL to notify you of the availability of the Promotion Offer or the forfeiture of the Promotion Offer. Nevertheless, OCL may issue push notification to you in the following situations: (a) in the case of an Eligible Octopus, if you have previously registered your Eligible Octopus on the Octopus App, and have opted-in to receive push notifications in the Octopus App; or (b) in the case of an Eligible Octopus Wallet, if you have opted-in to receive push notifications in the Octopus App.
- 13. Each Octopus can only store up to the Stored Value Limit as set out in the Schedule of Fees. If the Stored Value Limit has been reached at the time of collecting the Promotion Offer, you must spend such amount of the stored value in the Eligible Octopus that is of a value not less than that of the Promotion Offer before you will be able to collect the Promotion Offer again within the Collection/Credit Period.
- 14. Each Octopus Wallet can only store up to the Stored Value Limit and is subject to, among other things, the applicable annual transaction limit as more particularly set out in the Schedule of Fees in respect of the relevant anniversary year of the Eligible Octopus Wallet. If the Stored Value Limit and/or the annual transaction limit applicable to the Eligible Octopus Wallet has/have been reached at the time when the relevant Promotion Offer is credited to the Eligible Octopus Wallet (the "Initial Credit Time"), the Promotion Offer will not be credited to the Eligible Octopus Wallet. In the case where the Stored Value Limit is reached at the Initial Credit Time, the Promotion Offer will be credited only after the stored value in the Eligible Octopus Wallet has been reduced by an amount not less than the value of the Promotion Offer before the Promotion Offer is credited to the Eligible Octopus Wallet again within a period of 30 days from the Initial Credit Time, otherwise, the Promotion Offer will be forfeited automatically without notice.

Forfeiture or Return of Promotion Offer

- 15. The Promotion Offer will be forfeited automatically without notice upon occurrence of any of the following events:
 - 15.1 in the event that the Promotion Offer is not collected within the Collection/Credit Period or the Promotion Offer cannot be credited to the Eligible Octopus Wallet in accordance with these Terms and Conditions, as the case may be;
 - 15.2 if the Eligible Octopus or the Eligible Octopus Wallet is suspended, terminated or cancelled or is no longer valid for whatever reason(s) at any time prior to or at the time of your collection or receipt (as the case may be) of the Promotion Offer; or
 - 15.3 in the case of an Eligible Octopus Wallet, 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 of your receipt of the Promotion Offer.
- 16. In the case of any fraud or rejection, reversal or cancellation of any Eligible Transaction in respect of which the Promotion Offer has been collected or credited to the Eligible Octopus Wallet (as the case may be), OCL shall have the sole and absolute right to charge you or debit from the Eligible Octopus Wallet (as the case may be) an amount that is equivalent to the value of such Promotion Offer without prior notice, and under no circumstance shall you have any claim against OCL whatsoever.

<u>General</u>

- 17. No claims can be made against OCL and/or MHK 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.
- 18. 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.
- 19. OCL has the sole and absolute discretion to modify these Terms and Conditions at any time, which shall be effective immediately upon posting on OCL's website at www.octopus.com.hk.
- 20. OCL's decisions in relation to any and all aspects of this Promotion shall be final and conclusive.
- 21. OCL is not the supplier of the goods and/or services sold and/or provided by McDonald's under any of the Eligible Transaction(s) and under no circumstance shall OCL have any liability whatsoever in relation to the provision, supply, quality, merchantability, fitness for any purpose of any such goods and/or services. Any enquiries or issues relating to any item of the goods and/or services sold and/or provided by McDonald's shall be referred to MHK.
- 22. 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 person or entity whatsoever relating to or in connection with this Promotion.
- 23. Subject to Clause 21 above, any enquiries or disputes concerning this Promotion must be made to OCL on or before **5 March 2026** 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 name, contact information (namely, telephone number), the Octopus number of the Eligible Octopus or the Eligible Octopus Wallet number (as the case may be) and/or, in the case of dispute, information relating to the transaction in dispute to OCL when making an enquiry or lodging a dispute in relation to this Promotion. If you fail to provide the aforesaid required information, OCL may not be able to process your enquiry or dispute.

- 24. Information collected, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by **5 April 2026**.
- 25. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
- 26. No person other than holders of the Eligible Octopus and/or the Eligible Octopus Wallet 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.
- 27. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.