

**Octopus Mastercard® Promotion for New Cardholders (September to November 2021)**  
**Terms & Conditions**

1. This promotion (this “**Promotion**”) is open to you, as an Octopus Wallet Holder, who have newly registered for the Octopus Mastercard® linked to your Octopus Wallet during the Promotion Period (as defined hereinbelow), and is subject to the terms and conditions as stated hereinbelow (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, Additional Terms and Conditions for Use of Octopus Mastercard through Mobile Wallet and other terms and conditions of use published by OCL at [www.octopus.com.hk](http://www.octopus.com.hk) and/or 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.
7. “**Direct Debit Authorisation**”, “**Designated Bank**” and “**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.

**Promotion Details**

8. This Promotion will commence at **00:00 on 8 September 2021** (Hong Kong time) and end at **23:59 on 30 November 2021** (Hong Kong time) (both dates inclusive) (the “**Promotion Period**”).
9. To participate in and be eligible for this Promotion, you, as an Octopus Wallet Holder, have:
  - 9.1 to register for the Octopus Mastercard with and to be linked to your Octopus Wallet through Octopus App during the Promotion Period, which, for the avoidance of doubt, excludes any Octopus Wallet Holder whose Octopus Mastercard linked to the Octopus Wallet of such Octopus Wallet Holder has been or will be terminated, suspended or cancelled within the period between 1 September 2021 and 30 November 2021; and
  - 9.2 to successfully set up an electronic Direct Debit Authorisation (“**eDDA**”) with your Designated Bank Account through your Octopus Wallet during the Promotion Period, or already set up an eDDA with your Designated Bank Account through your Octopus Wallet before the Promotion Period; and
  - 9.3 to use the Octopus Mastercard to make the Eligible Spending (as defined in Clause 13.1 below) within the Promotion Period,(an “**Eligible Participant**”).
10. No registration for this Promotion is required.
11. If you are currently an Octopus Wallet Holder of Octopus Wallet Lite status, you may upgrade your Octopus Wallet Lite to Plus or Pro status before you can set up an eDDA with your Designated Bank Account through your Octopus Wallet.
12. Subject to the Promotion Limited Quota (as defined in Clause 14 below), each Eligible Participant will be eligible to receive a 10% rebate of the total amount of the Eligible Spending up to a maximum amount of HK\$100 (Hong Kong Dollars One Hundred Only) (the “**Spending Rebate**”) to be credited to the Octopus Wallet of the Eligible Participant (the “**Eligible Octopus Wallet**”) within the period as set out in the column titled “Spending Rebate Credit Period” (the “**Spending Rebate Credit Period**”) of the below table. Calculation of the Spending Rebate shall be rounded up to the nearest ten cents.

Promotion Period (both dates inclusive)	Spending Rebate Credit Period (both dates inclusive)
8 September 2021 to 30 November 2021	1 to 31 January 2022

13. Definition of Eligible Spending
  - 13.1 “**Eligible Spending**” means one or more successful Octopus Mastercard Transactions made with an Eligible Participant’s Octopus Mastercard within the Promotion Period.
  - 13.2 An Eligible Spending does not include any of the followings:
    - (a) any spending or 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.
- 13.3 Where an Octopus Wallet, Octopus Mastercard and/or eDDA set up through the Octopus wallet of the Eligible Participant under this Promotion is suspended, terminated or cancelled, or becomes invalid for whatever reason(s) during the Promotion Period, any and all spending or transactions made through and/or recorded in such Eligible Participant's Octopus Mastercard during the Promotion Period will not be considered as Eligible Spending.
- 13.4 The time of completing the Octopus Mastercard Transaction of which value is included in the Eligible Spending and the value of such spending or transaction 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 Spending Rebate under these Terms and Conditions.
14. The Spending Rebate offer is available on a first-come-first-served basis and limited to the first fifteen thousand (15,000) Eligible Participants (the "**Promotion Limited Quota**") who have fulfilled all the eligibility requirements as set out in Clause 9 above and have complied with these Terms and Conditions. No further Spending Rebate will be offered once the Promotion Limited Quota is reached.
15. Each Eligible Participant can enjoy up to a maximum amount of HK\$100 Spending Rebate in this Promotion.
16. Each Eligible Participant cannot enjoy the Spending Rebate in conjunction with offers of other Octopus Mastercard promotions organised by OCL and held at any time during the Promotion Period, if any.
17. The Spending Rebate cannot be altered, transferred, redeemed or exchanged for cash, other products or services or other electronic value under any circumstances whatsoever.

#### Crediting of Spending Rebate

18. The Spending Rebate will be credited to the Eligible Octopus Wallet within the Spending Rebate Credit Period.
19. Nothing in these Terms and Conditions shall oblige OCL to notify you of the availability of the Spending Rebate or the crediting of the Spending Rebate to the Eligible Octopus Wallet. Nevertheless, OCL may issue push notification to you through Octopus App after the relevant Spending Rebate is credited to the Eligible Octopus Wallet if you have opted-in to receive push notifications in Octopus App before such crediting.
20. 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 Spending 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 Spending Rebate is credited to the Eligible Octopus Wallet, no Spending 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 Spending 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 Spending Rebate before the relevant Spending Rebate is credited to the Eligible Octopus Wallet again within the applicable Spending Rebate Credit Period.

#### Forfeiture or return of Spending Rebate

21. The Spending Rebate will be forfeited automatically without notice upon occurrence of any of the following events:
- 21.1 in the event that the relevant Spending Rebate cannot be credited to the Eligible Octopus Wallet in accordance with these Terms and Conditions;
- 21.2 if the Eligible Octopus Wallet and/or your Octopus Mastercard and/or eDDA has/have been or is/are 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 Spending Rebate is credited to the Eligible Octopus Wallet; or
- 21.3 in addition to Clause 21.2 above, in the event that the Eligible Octopus Wallet is not connected to any mobile device or Octopus App has been uninstalled from the relevant mobile device at any time prior to or at the time when OCL is crediting the relevant Spending Rebate to the Eligible Octopus Wallet.
22. In the event of any fraudulent act, lack of authorisation or rejection, reversal, cancellation or refund of any Octopus Mastercard Transaction(s) of which value is/are included in the Eligible Transaction in respect of which any Spending 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 Spending Rebate without prior notice and under no circumstance shall you have any claim against OCL whatsoever.

#### General

23. 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 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.
24. 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 Spending Rebate.
25. OCL reserves the sole and absolute right to amend these Terms and Conditions at any time, which shall be effective immediately upon posting on the website at [www.octopus.com.hk](http://www.octopus.com.hk).

26. OCL's decisions in relation to any and all aspects of this Promotion shall be final and conclusive.
27. No person other than you and 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 the provisions of these Terms and Conditions.
28. 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.
29. 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.
30. 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).
31. Subject to Clauses 28 and 30 above, any enquiries or disputes concerning this Promotion must be made to OCL on or before **28 February 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](mailto:customerservice@octopus.com.hk).
32. Without limiting OCL's rights under the OCL's Privacy Policy, your personal information (namely, the account number of your Octopus Wallet under 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 (a) identifying and verifying your eligibility to participate in this Promotion and/or to receive the relevant Spending Rebate, (b) fulfilling the Spending Rebate, (c) sending notification pursuant to Clause 19 above, and (d) handling any enquiries or resolving any disputes in relation to this Promotion.
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. Information collected, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by **31 May 2022**.
35. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
36. 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.