

## 2023 Q4 Faster Payment System Electronic Direct Debit Authorisation Promotion— Terms & Conditions

1. This promotion (this “**Promotion**”) is open to you as an Octopus Wallet Holder of Octopus Wallet Plus status or Octopus Wallet Pro (Verified) status, 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. OCL’s Privacy Policy, 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 Relating to Fund Transfer with Banks and FPS Participants under Octopus Wallet Service, Additional Terms and Conditions Relating to Fund Transfer with Banks and FPS Participants under Octopus Wallet Service in respect of Payment Service outside Hong Kong through FPS and other terms and conditions of use, published by OCL at [www.octopus.com.hk](http://www.octopus.com.hk) and/or on Octopus App, as the case may be, as amended from time to time, shall apply to this Promotion.
5. “**Faster Payment System**”, “**Octopus**”, “**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 Wallet Plus**” and “**Octopus Wallet Pro (Verified)**” referenced in these Terms and Conditions have their respective eligibility requirements and service features set forth in the Schedule of Fees. “**Direct Debit Authorisation**” and “**Designated Bank**” 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. “**Octopus App**” referenced in these Terms and Conditions is defined in the Terms of Use of Octopus App. “**Octopus Mastercard**” referenced in these Terms and Conditions has meaning ascribed to it in the Terms and Conditions for Use of Octopus Mastercard. “**Octopus UnionPay Card**” referenced in these Terms and Conditions have meaning ascribed to it in the Terms and Conditions for Use of Octopus UnionPay Card.

### Promotion Details

6. This Promotion shall start at **00:00 on 22 December 2023** (Hong Kong time) and end at **23:59 on 30 April 2024** (Hong Kong time) (both dates inclusive) (the “**Promotion Period**”).
7. Subject to these Terms and Conditions, if you:
  - 7.1. have not successfully set up electronic Direct Debit Authorisation (“**eDDA**”) with any Designated Bank on or before 21 December 2023; and
  - 7.2. have successfully set up eDDA with your Designated Bank through your Octopus Wallet (the “**Designated Octopus Wallet**”) during the Promotion Period; and
  - 7.3. have successfully completed either (1) one top-up transaction to Octopus Card; (2) one Octopus Mastercard payment transaction; (3) one Octopus UnionPay Card payment transaction; (4) one FPS x PromptPay QR payment transaction; (5) one Person-to-Person (P2P) payment transaction; or (6) one online payment transaction with “Google Asia Pacific Pte. Ltd” or “Google Ireland Limited” as the name of the merchant account, each in an amount of HK\$100 or above with Designated Octopus Wallet within the Promotion Period (each, an “**Eligible Transaction**”); and
  - 7.4. have, during the Promotion Period, successfully registered for this Promotion by providing the Designated Octopus Wallet number through the Promotion website, or such other website as announced by OCL from time to time (the “**Registration**”), provided that a Registration will only be valid after you have fulfilled the requirements in Clauses 7.1 to 7.3 above,

you will be considered a successful participant of this Promotion (an “**Eligible Participant**”) and will be eligible to receive HK\$38 Octopus Wallet credit value (the “**Promotion Offer**”) to be credited to the Designated Octopus Wallet (the “**Eligible Octopus Wallet**”) in accordance with Clause 14.

8. The Promotion Offer is limited and will be offered on a first-come-first-served basis to the first 8,888 Eligible Participants (the “**Promotion Offer Limit**”) according to the time of valid Registration. The time of Registration by the Eligible Participant as recorded by OCL shall be final and conclusive for the purpose of this Promotion. No Promotion Offer will be offered once the Promotion Offer Limit is reached.
9. Each Eligible Participant will be entitled to enjoy the Promotion Offer once only.
10. Under no circumstance can the Promotion Offer be altered, transferred, redeemed or exchanged for cash or other form of cash, products, services or other electronic value whatsoever.

Eligible Transaction

11. An Eligible Transaction does not include any transaction that is eventually being rejected, reversed or cancelled for whatever reason.
12. Where the Eligible Octopus Wallet, Octopus Mastercard or Octopus UnionPay Card is suspended, terminated or cancelled, or becomes invalid for whatever reason(s) during the Promotion Period, any and all transactions made through and/or recorded in such suspended, terminated, cancelled or invalid Eligible Octopus Wallet, Octopus Mastercard or Octopus UnionPay Card during the Promotion Period will not be considered as Eligible Transaction.
13. The time of completing the Eligible Transaction and the transaction value of such Eligible Transaction as recorded by OCL shall be final and conclusive for the purpose of this Promotion.

Credit of Promotion Offer

14. The Promotion Offer will be credited to the Eligible Octopus Wallet in two phases (collectively, the “**Promotion Offer Credit Period**”) according to the date of fulfilment of all requirements stated in Clause 7 by such Eligible Participant as set out in the table below:

	<b>Date of fulfilment of all requirements of the Promotion</b>	<b>Promotion Offer Credit Period</b>
Phase 1	Between 22 December 2023 and 29 February 2024 (both dates inclusive)	15 March 2024 to 31 March 2024 (both dates inclusive)
Phase 2	Between 1 March 2024 and 30 April 2024 (both dates inclusive)	15 May 2024 to 31 May 2024 (both dates inclusive)

15. Nothing in these Terms and Conditions shall oblige OCL to notify you of the availability of the Promotion Offer, the crediting of the Promotion Offer to the Eligible Octopus Wallet or the forfeiture of any Promotion Offer. Nevertheless, in respect of the Promotion Offer, OCL will issue push notifications to Eligible Participant through the Octopus App after the Promotion Offer is credited to the Eligible Octopus Wallet if he/she has opted-in to receive push notifications in the Octopus App before such crediting.
16. Each Octopus Wallet (including the Eligible Octopus Wallet) can only store value up to the applicable Stored Value Limit and is subject to, among other things, an annual transaction limit as more particularly set out in the Schedule of Fees. If the Stored Value Limit applicable to the Eligible Octopus Wallet has been reached at the time when the Promotion Offer is credited to such Eligible Octopus Wallet (“**Initial Credit Time**”), the Promotion Offer will not be credited to such Eligible Octopus Wallet until after the stored value in such Eligible Octopus Wallet has been reduced by an amount that is not less than the value of the Promotion Offer before the Promotion Offer is credited to such 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

17. The Promotion Offer will be forfeited automatically without notice upon occurrence of any of the following events at the time of your receipt of the Promotion Offer:

- 17.1. in the event that the Promotion Offer cannot be credited to the Eligible Octopus Wallet in accordance with these Terms and Conditions;
  - 17.2. if the Eligible Octopus Wallet, Octopus Mastercard or Octopus UnionPay Card connected with the Eligible Octopus Wallet and/or the eDDA connected with the Eligible Octopus Wallet has been or is suspended, terminated or cancelled, or is no longer valid for whatever reason(s); or
  - 17.3. 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.
18. In the event of any fraudulent act, rejection or reversal to the effect that the Eligible Participant should no longer be eligible for the Promotion Offer that has been credited to the Eligible Octopus Wallet, OCL shall have the sole and absolute right to debit from the Eligible Octopus Wallet the amount that is equivalent to the value of such Promotion Offer without prior notice or to demand the return of the Promotion Offer in such manner as directed by OCL, and under no circumstance shall you have any claim against OCL whatsoever.

#### General

19. OCL shall not be responsible for 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 in relation to any aspect of this Promotion. Without limiting the generality of the foregoing, OCL makes no guarantee on the availability of the Octopus App and will not be held responsible for any interruption of service that may interfere with the ability of any person to participate in this Promotion. Under no circumstance shall any claim be made against OCL whatsoever arising out of or in connection with this Promotion.
20. 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.
21. OCL reserves the sole and absolute right to modify these Terms and Conditions at any time, which shall become effective immediately upon posting on the website [www.octopus.com.hk](http://www.octopus.com.hk).
22. OCL's decisions in relation to any and all aspects of this Promotion, including, but not limited to, the eligibility of any Octopus Wallet Holder and entitlement of Promotion Offer, shall be final and conclusive.
23. Any enquiries or issues relating to mobile applications or telecommunication or communication services other than those provided by OCL should be referred to the relevant third party service provider(s).
24. Subject to Clause 23 above, any enquiries or disputes concerning this Promotion must be made to OCL on or before **30 June 2024** 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).
25. Without limiting OCL's rights under the Privacy Policy, the account number of the Eligible Octopus Wallet and corresponding information in relation to the Registration and Eligible Transaction 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 and (iv) handling any enquiries or resolving any disputes in relation to this Promotion.
26. 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.
27. Information collected, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by **30 September 2024**.
28. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
29. No person other than an Eligible Participant 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.
30. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.