<u>Terms and Conditions of "Octopus Mastercard® x foodpanda Promotion"</u> <u>(January – March 2026)</u>

- 1. "Octopus Mastercard x foodpanda Promotion" (the "**Promotion**") runs from 00:00 on 1 January 2026 (Hong Kong time) and ends at 23:59 on 31 March 2026 (Hong Kong time) (both dates inclusive) (the "**Promotion Period**").
- Octopus Mastercard (the "Octopus Mastercard") referenced in these terms and conditions
 of the Promotion (these "Terms and Conditions") shall have the meaning ascribed to it in the
 Terms and Conditions for Use of Octopus Mastercard published by Octopus Cards Limited
 ("OCL").
- 3. You must be a registered user of foodpanda's website (www.foodpanda.hk) and /or mobile application (collectively, the "Platform") operated by Delivery Hero Food Hong Kong Limited ("foodpanda" or the "Merchant") and a holder of Octopus Mastercard (collectively, the "User") in order to be eligible to participate in the Promotion.
- 4. Subject to these Terms and Conditions, you will be eligible to receive the Promotion Offer (as defined in Clause 5 below) if, within the Promotion Period, you have used your Octopus Mastercard to complete an Eligible Transaction (as defined in Clause 5 below).

5. Eligible Transaction

- 5.1. For the purpose of these Terms and Conditions, an "Eligible Transaction" refers to a Single Net Spending (as defined in Clause 8 below) made by a User of HK\$180 or above on food delivery/ pick-up orders for restaurants through the "Platform", where the designated promo code "OCL50" (the "Promo Code") is entered by the User before settling payment using an Octopus Mastercard during the Promotion Period. Subject to, among others, phase quota and aggregate quota, such User can enjoy a HK\$50 instant discount (the "Promotion Offer") when completing an Eligible Transaction. The Promotion Offer is valid for restaurants only.
- 5.2. An Eligible Transaction does not include any of the following:
 - a) a split transaction; or
 - b) a transaction that is eventually being rejected/reversed/ cancelled/undelivered/refunded/falsified/unauthorized for whatever reason; or
 - c) pandapro subscriptions; or
 - d) purchase of cash vouchers; or
 - e) any non-Hong Kong dollar transaction; or
 - f) failure to input the Promo Code; or
 - g) transactions made via any third party or e-Wallet payment methods (including but not limited to Alipay HK, Apple Pay, Google Pay, PayMe and WeChat Pay HK); or
 - h) any other type of transaction as determined by OCL/ the Merchant from time to time.
- 6. The Promotion is subject to an aggregate quota of 7,800 ("aggregate quota") which is allocated across each phase ("phase quota") during the Promotion Period. The Promotion Period shall consist of 13 phases (each, a "phase"). During the Promotion Period, in respect of each phase, a Promo Code will be released at 00:00 (Hong Kong time) on the first day of the relevant phase (e.g., a Promo Code will be released at 00:00 on 1 January 2026 (Thursday) for phase 1) in accordance with the table below and is available on a first-come-

first-served basis according to the time of Eligible Transaction as recorded by the Merchant's system, while the phase quota lasts in respect of such phase:

Phase	Period (both dates inclusive)
1	1 – 7 January 2026
2	8 – 14 January 2026
3	15 – 21 January 2026
4	22 – 28 January 2026
5	29 January – 4 February 2026
6	5 – 11 February 2026
7	12 – 18 February 2026
8	19 – 25 February 2026
9	26 February – 4 March 2026
10	5 – 11 March 2026
11	12 – 18 March 2026
12	19 – 25 March 2026
13	26 – 31 March 2026

The phase quota for each phase is no less than 600. No prior notice will be given once the phase quota in respect of the relevant phase and/or the aggregate quota is/are reached. Each of the phase quotas and the aggregate quota are calculated based on the record of the Merchant's system, which shall be conclusive evidence and binding on all parties. No compensation or refund will be provided if the phase quota and/or the aggregate quota is/are exhausted. A Promo Code will not be re-issued once expired.

- 7. Each User can only receive and redeem the Promotion Offer once only in the Promotion. The Promotion Offer is non-transferable.
- 8. A "Single Net Spending" refers to the net amount of a single transaction after the exclusion of platform fee or delivery fees or other fees and deduction of all applicable discounts, reductions and vouchers.
- The Promotion Offer cannot be exchanged for cash, other products, services, discounts or other offers, nor be transferred or used in conjunction with other special promotions, discounts or promotional coupons.
- 10. The Merchant will not accept any liability if you cannot enjoy the Promotion Offer due to your own actions (for example, by purchasing the wrong product). In the event of rejection, reversal, cancellation, non-delivery, full or partial refund of your order, or where your order is falsified or unauthorized, the Merchant reserves the right to clawback the value of the Promotion Offer, or to charge the amount of the Promotion Offer.
- 11. OCL is not the supplier of any of the goods and services published on the Platform. OCL is not responsible for the availability of any third party and/ or the Platform, and OCL has not reviewed or verified the information on any such third parties' website and mobile app and/ or the Platform, and/or any materials, products, services or privacy practices posted or offered therein or thereat. Under no circumstance shall OCL be therefore liable to any User in respect of any and all issues, matters and/or disputes whatsoever arising out of or in connection with the Promotion.
- 12. OCL is not the service provider of the Merchant and / or the goods and services made available by the Platform, and OCL accepts no liability whatsoever. Any enquires, opinions,

- claims, complaints and/or disputes regarding the products, food and/or services should be directed to the Merchant.
- 13. Any act that is found or suspected to be fraudulent may result in you being disqualified from participating in the Promotion and not being eligible for the Promotion Offer.
- 14. The Merchant's decision in relation to any and all aspects of the Promotion, including, but not limited to, the eligibility to participate in the Promotion, shall be final and conclusive.
- 15. In case of dispute, the Merchant reserves the right of final decision on all matters.
- 16. The Merchant reserves the right to amend or modify these Terms and Conditions at any time without prior notice, which shall be effective immediately upon posting on the official website of the Merchant (www.foodpanda.hk).
- 17. No person other than the User and the Merchant shall have the right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
- 18. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
- 19. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.