

Faster Payment System eDDA Promotion — Terms & Conditions

1. This promotion (this “**Promotion**”) is open to you, as an Octopus Wallet Holder of Octopus Wallet Plus or Octopus Wallet Pro 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, and other terms and conditions of use, published by OCL at www.octopus.com.hk and/or in the Octopus App, as amended from time to time, shall apply to this Promotion.
5. “**Octopus Wallet**”, “**Octopus Wallet Holder**”, “**Registered Octopus**” 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**” referenced in these Terms and Conditions have their respective eligibility requirements and service features set forth in the Schedule of Fees. “**Direct Debit Authorisation**”, “**Designated Bank**” or “**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. “**Octopus App**” referenced in these Terms and Conditions is defined in the Terms of Use of Octopus App.

Promotion Details

6. This Promotion will commence at **00:00 on 1 April 2021** (Hong Kong time) and end at **23:59 on 31 July 2021** (Hong Kong time) (the “**Promotion Period**”).
7. To participate in this Promotion, you:
 - 7.1. have to successfully set up electronic Direct Debit Authorisation (“**eDDA**”) with your Designated Bank Account through your Octopus Wallet (the “**Designated Octopus Wallet**”) during the Promotion Period;
 - 7.2. upon the successful set up of such eDDA pursuant to Clause 7.1 above, have to effect and complete at least one fund transfer of HK\$100 or above in accordance with your eDDA from your Designated Bank Account to a Registered Octopus through the Octopus App during the Promotion Period (each, an “**Eligible Top-up Transaction**”); and
 - 7.3. have not successfully set up eDDA with any Designated Bank Account on or before 31 March 2021which, upon fulfillment of all the above requirements, you will become an “**Eligible Octopus Wallet Holder**” for the purpose of this Promotion.
8. Subject to these Terms and Conditions, an Eligible Octopus Wallet Holder will receive a value of HK\$30 (the “**Promotion Offer**”) to be credited to his/her Designated Octopus Wallet.
9. The Promotion Offer is limited and will be offered on a first-come-first-served basis to the first forty thousand (40,000) Eligible Octopus Wallet Holders (the “**Promotion Offer Limit**”). No Promotion Offer will be offered once the Promotion Offer Limit is reached.
10. Each Eligible Octopus Wallet Holder will be entitled to enjoy the Promotion Offer once only.
11. Under no circumstance can the Promotion Offer be altered, transferred, redeemed or exchanged for other form of cash, other products or services or other electronic value whatsoever.

Eligible Top-up Transaction

12. An Eligible Top-up Transaction does not include any transaction that is eventually being rejected, reversed or cancelled for whatever reason.
13. Where the Designated Octopus Wallet 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 Designated Octopus Wallet during the Promotion Period will not be considered as Eligible Top-up Transaction.
14. The time of completing the Eligible Top-up Transaction and the value of such transaction as recorded by OCL shall be final and conclusive for the purpose of this Promotion.

Promotion Offer

15. Credit of Promotion Offer

- 15.1. The Promotion Offer will be credited to the Designated Octopus Wallet during the period from 1 September to 5 September 2021 (both dates inclusive) (the “**Promotion Offer Credit Period**”).
- 15.2. 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 Designated Octopus Wallet. Nevertheless, OCL may issue push notification to you through the Octopus App after the Promotion Offer is credited to the Designated Octopus Wallet if you have opted-in to receive push notifications in the Octopus App prior to the start of the relevant Promotion Offer Credit Period.
- 15.3. Each Octopus Wallet (including Designated 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 Octopus Wallet in which the Promotion Offer 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 Designated Octopus Wallet has/have been reached at the time when the Promotion Offer is credited to such Designated Octopus Wallet, no Promotion Offer can be credited to such Designated Octopus Wallet except only in the case where only the applicable Stored Value Limit is reached, in which case the Promotion Offer can be credited to your Octopus Wallet after the stored value in such Designated 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 Designated Octopus Wallet again within the relevant Promotion Offer Credit Period.

Forfeiture or return of Promotion Offer

16. The Promotion Offer will be forfeited automatically without notice upon occurrence of any of the following events:
 - 16.1. in the event that the Promotion Offer cannot be credited to the Designated Octopus Wallet in accordance with these Terms and Conditions;
 - 16.2. if the Designated Octopus Wallet and/or eDDA set up has/have been or is/are suspended, terminated or cancelled, or no longer valid for whatever reason(s) (as the case may be) at the time when the Promotion Offer is credited to the Designated Octopus Wallet; or
 - 16.3. in addition to Clause 16.2 above, in the event that the Designated Octopus Wallet is not connected to any mobile device or the Octopus App has been uninstalled from the relevant mobile device at the time when the Promotion Offer is credited to the Designated Octopus Wallet.
17. In the event of any fraudulent act, or any rejection, reversal to the effect that you should no longer be eligible for the Promotion Offer that has been credited to the Designated Octopus Wallet, OCL shall have the sole and absolute right to debit from the Designated Octopus Wallet 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.

General

18. 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 the 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. Under no circumstance shall any claim be made against OCL whatsoever arising out of or in connection with this Promotion.
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 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 www.octopus.com.hk.
21. OCL’s decisions in relation to any and all aspects of this Promotion, including, but not limited to, the eligibility of an Eligible Octopus Wallet Holder and entitlement of Promotion Offer, shall be

final and conclusive.

22. 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).
23. Subject to Clause 22 above, any enquiries or disputes concerning this Promotion must be made to OCL on or before **6 October 2021** 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.
24. Without limiting OCL's rights under the Privacy Policy, your personal information (namely, the account number of your Designated Octopus Wallet and the number of the Registered Octopus) and 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 Promotion Offer, (b) fulfilling the Promotion Offer, (c) sending notification pursuant to Clause 15.2 above, and (d) handling any enquiries or resolving any disputes in relation to this Promotion.
25. 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.
26. Information collected, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by **5 March 2022**.
27. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
28. No person other than an Eligible Octopus Wallet Holder 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.
29. 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.