

O! ePay Mastercard Spending Promotion – Terms & Conditions

Terms and Conditions

1. This promotion (this “**Promotion**”) is open to you, an O! ePay Account Holder who uses the O! ePay Mastercard service, 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 for Use of O! ePay Mastercard and other terms and conditions of use published by OCL at www.octopus.com.hk and/or the Octopus Mobile App, as amended from time to time, shall apply to this Promotion.
5. “**Card Association Merchant**”, “**O! ePay Account**”, “**O! ePay Account Holder**”, “**Octopus Mobile App**” and “**Stored Value Limit**” referenced in these Terms and Conditions are defined in the Conditions of Issue of Octopus.
6. “**O! ePay Mastercard**” and “**O! ePay Mastercard Transaction**” referenced in these Terms and Conditions have their respective meanings ascribed to them in the Terms and Conditions for Use of O! ePay Mastercard.

Promotion Details

7. This Promotion starts at **00:00 on 1 July 2019** (Hong Kong time) and ends at **23:59 on 30 September 2019** (Hong Kong time) (both dates inclusive) (the “**Promotion Period**”).
8. This Promotion will be carried out in 3 phases during the Promotion Period (each a “**Phase**”), and each Phase has three (3) corresponding consecutive spending months (each a “**Spending Month**”) as set out below:

Promotion Period (both dates inclusive)	Spending Month 1	Spending Month 2	Spending Month 3
	(from 00:00 on the first day to 23:59 on the last day of the month, both dates inclusive)		
Phase 1 - 1 to 31 July 2019	1 - 31 July 2019	1 - 31 August 2019	1 - 30 September 2019
Phase 2 - 1 to 31 August 2019	1 - 31 August 2019	1 - 30 September 2019	1 – 31 October 2019
Phase 3 - 1 to 30 September 2019	1 - 30 September 2019	1 – 31 October 2019	1 – 30 November 2019

9. Spending Rebate and Special Rebate
 - 9.1. Subject to Clause 17 below, if you have used your O! ePay Mastercard to make the Eligible Spending (as defined in Clause 10 below) in Spending Month 1 of any one of the three Phases and you are within the Promotion Offer Limit (as defined in Clause 11 below) in respect of such Phase, you will be eligible to receive a credit of HK\$20 (a “**Spending Rebate**”) to your O! ePay Account to which your O! ePay Mastercard is linked (the “**Eligible O! ePay Account**”) in respect of Spending Month 1 of such Phase (the “**Relevant Phase**”).
 - 9.2. Subject to Clause 17 below, if you have continued to use your O! ePay Mastercard to make the Eligible Spending in Spending Month 2 and Spending Month 3 of the Relevant Phase, in addition to being eligible to receive the Spending Rebate in respect of Spending Month 2 and Spending Month 3 of the Relevant Phase, you will eligible to receive a credit of HK\$40 (the “**Special Rebate**”) to the Eligible O! ePay Account.
10. Definition of Eligible Spending
 - 10.1 “**Eligible Spending**” means the total spending comprising one or more successful O! ePay Mastercard Transactions made with your O! ePay Mastercard in one month with an accumulated value in the amount of HK\$200 or above.
 - 10.2 Eligible Spending does not include the value of any transaction that is eventually being rejected, reversed, cancelled or refunded at the time when OCL conducts data processing for fulfillment under this Promotion.
 - 10.3 Where an O! ePay Account and/or O! ePay Mastercard malfunctions, is suspended, terminated or cancelled, or becomes invalid for whatever reason(s) during the Spending Months of the Relevant Phase, any and all payment transactions made through and/or recorded in such malfunctioned, suspended, terminated, cancelled or invalid O! ePay Account and/or O! ePay Mastercard during the said Spending Months will not be included in the Eligible Spending.
 - 10.4 The time of completing the O! ePay Mastercard Transaction(s) of which value is/are included in the Eligible Spending and the value thereof as recorded by OCL shall be final and conclusive.
11. Promotion Offer Limit
The Spending Rebate and the Special Rebate (collectively, the “**Promotion Rebates**”) are limited and, in respect of each Phase, will be offered on a first-come-first-served basis to the first ten thousand (10,000) O! ePay Account Holders (the “**Promotion Rebate Limit**”) who have fulfilled the eligibility requirements for

Spending Rebate as set out in Clause 9.1 above and have complied with these Terms and Conditions (each an “**Eligible O! ePay Account Holder**”). There will be up to a total 30,000 Eligible O! ePay Account Holders enjoying the Promotion Rebates in this Promotion. No further Promotion Rebates will be offered once the Promotion Rebate Limit in respect of each Phase is reached. For the avoidance of doubt, if you, as an Eligible O! ePay Account Holder, have fulfilled the eligibility requirements for Spending Rebate as set out in Clause 9.1 above but have not made the Eligible Spending in both Spending Month 2 and Spending Month 3 of the Relevant Phase, you will not be eligible to receive the Special Rebate but you will still be eligible to receive the Spending Rebate in respect of the Spending Month of the Relevant Phase in which you have made the Eligible Spending.

12. You can enjoy the Promotion Rebates for one Phase only (that is, the Relevant Phase) in this Promotion. Hence, you can enjoy a credit of up to HK\$100 to the Eligible O! ePay Account in this Promotion. If you have fulfilled the requirements in Clause 9.1 above in more than one Phase, only the Phase in which it is the first time you have fulfilled such requirements in this Promotion will be considered as the Relevant Phase.
13. The Promotion Rebates cannot be altered, transferred, redeemed or exchanged for cash, other products or services or other electronic value under any circumstances whatsoever.

Crediting of Promotion Rebates

14. The Spending Rebate and the Special Rebate will be credited to the Eligible O! ePay Accounts within the respective time periods (each a “**Spending Rebate Credit Period**” and a “**Special Rebate Credit Period**”, respectively) corresponding to each Spending Month of the three (3) Phases as set forth below:

Promotion Period (both dates inclusive)	Spending Months (from 00:00 on the first day to 23:59 of the last day of the month, both dates inclusive)		Spending Rebate Credit Period (both dates inclusive)	Special Rebate Credit Period (both dates inclusive)
Phase 1 - 1 to 31 July 2019	1	1 - 31 July 2019	16 August 2019 - 15 September 2019	16 October 2019 - 15 November 2019
	2	1 - 31 August 2019	16 September 2019 - 15 October 2019	
	3	1 - 30 September 2019	16 October 2019 - 15 November 2019	
Phase 2 - 1 to 31 August 2019	1	1 - 31 August 2019	16 September 2019 - 15 October 2019	16 November 2019 - 15 December 2019
	2	1 - 30 September 2019	16 October 2019 - 15 November 2019	
	3	1 - 31 October 2019	16 November 2019 - 15 December 2019	
Phase 3 – 1 to 30 September 2019	1	1 - 30 September 2019	16 October 2019 - 15 November 2019	16 December 2019 - 15 January 2020
	2	1 - 31 October 2019	16 November 2019 - 15 December 2019	
	3	1 - 30 November 2019	16 December 2019 - 15 January 2020	

15. Nothing in these Terms and Conditions shall oblige OCL to notify you of the availability of the Promotion Rebates or the crediting of the Promotion Rebates to the Eligible O! ePay Account. Nevertheless, OCL may issue push notification to you through the Octopus Mobile App after the relevant Promotion Rebate is credited to the Eligible O! ePay Account if, before such crediting, you have opted-in to receive push notifications in the Octopus Mobile App.
16. Each O! ePay Account can only store value up to the applicable Stored Value Limit and is subject to, among other things, the applicable annual transaction limit for the anniversary year of the Eligible O! ePay Account in which the relevant Promotion 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 O! ePay Account has/have been reached at the time when the relevant Promotion Rebate is credited to the Eligible O! ePay Account, no Promotion Rebate can be credited to the Eligible O! ePay Account except only in the case where only the applicable Stored Value Limit is reached, in which case the relevant Promotion Rebate can be credited to the Eligible O! ePay Account after the stored value in the Eligible O! ePay Account has been reduced by an amount not less than the value of the relevant Promotion Rebate before such Promotion Rebate is credited to the Eligible O! ePay Account again within the applicable Spending Rebate Credit Period or Special Rebate Credit Period (as the case may be).

Forfeiture or return of Promotion Rebates

17. The Promotion Rebate(s) will be forfeited automatically without notice in the following situations:

- 17.1 in the event that the relevant Promotion Rebate cannot be credited to the Eligible O! ePay Account in accordance with these Terms and Conditions;
 - 17.2 if the Eligible O! ePay Account or your O! ePay Mastercard is suspended, terminated or cancelled or is no longer valid for whatever reason(s) at any time prior to or at the time when the relevant Promotion Rebate is credited to the Eligible O! ePay Account; or
 - 17.3 in addition to Clause 17.2 above, in the event that the Eligible O! ePay Account is not connected to any mobile device or the Octopus Mobile App has been uninstalled from the relevant mobile device at the time when OCL is crediting the relevant Promotion Rebate to the Eligible O! ePay Account.
18. In the case of any fraud or rejection, reversal, cancellation or refund of any O! ePay Mastercard Transaction(s) of which value is/are included in the Eligible Spending in respect of which any Promotion Rebate has been credited, OCL shall have the sole and absolute right to debit from the Eligible O! ePay Account an amount that is equivalent to the value of such Promotion Rebate without prior notice.

General

19. 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.
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 Rebates.
21. OCL has the sole and absolute right to modify these Terms and Conditions at any time, which shall be effective immediately upon posting on the website www.octopus.com.hk.
22. OCL's decisions in relation to any and all aspects of this Promotion shall be final and conclusive.
23. No person other than you and other Eligible O! ePay Account Holders 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.
24. 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.
25. 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.
26. 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).
27. Subject to Clauses 24 and 26 above, any enquiries or disputes concerning this Promotion must be made to OCL on or before **15 February 2020** 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.
28. Without limiting OCL's rights under the Privacy Policy and the Personal Information Collection Statement relating to the registration of your O! ePay Account, your personal information (namely, the number of the Eligible O! ePay Account) and the corresponding transaction information 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 relevant Promotion Rebate(s), (ii) fulfilling the Promotion Rebate(s), (iii) sending notification pursuant to Clause 15 above, and (iv) handling any enquiries or resolving any disputes in relation to this Promotion.
29. If you fail 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.
30. Information collected, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by **15 April 2020**.
31. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
32. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.