

Octopus Easy Park Auto-Payment Service Promotion — Terms & Conditions

1. This promotion (this “**Promotion**”) is organised by Octopus Cards Limited (and its successors and assigns) (“**OCL**”) and is subject to the terms and conditions as stated below (these “**Terms and Conditions**”).
2. By participating in this Promotion, you are deemed to have read, accepted and agree to be bound by these Terms and Conditions.
3. 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 Octopus Easy Park Auto-Payment Service and other terms and conditions of use, published by OCL at www.octopus.com.hk and/or the Octopus App, as amended from time to time, shall apply to this Promotion.
4. “**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 App**” referenced in these Terms and Conditions is defined as “Octopus Mobile App” in the Conditions of Issue of Octopus. “**Octopus Easy Park Auto-Payment Service**” referenced in these Terms and Conditions is defined in the Terms and Conditions for Octopus Easy Park Auto-Payment Service.

Promotion Details

5. This Promotion will commence at **00:00 on 11 May 2022** (Hong Kong time) and end at **23:59 on 31 July 2022** (Hong Kong time) (the “**Promotion Period**”).
6. Subject to these Terms and Conditions, if:
 - 6.1. you, as an Octopus Wallet Holder, have successfully completed registration and linked your Octopus on iPhone or Apple Watch (the “**Eligible Octopus**”) to Octopus Easy Park Auto-Payment Service through the Octopus App before the expiry of the Promotion Period; and
 - 6.2. after fulfilling Clause 6.1, you have successfully activated the Octopus Easy Park Auto-Payment Service by tapping the Eligible Octopus at an Octopus reader at the entrance to the car park at The LOHAS (or any other designated car park with the Octopus Easy Park Auto-Payment Service as announced by OCL from time to time) for the first time before the expiry of the Promotion Period,you will be considered a successful participant of this Promotion (an “**Eligible Participant**”) and will be eligible to receive a value of HK\$22 (the “**Promotion Offer**”) to be credited to your Octopus Wallet (the “**Eligible Octopus Wallet**”) within 3 days after fulfilling Clauses 6.1 and 6.2.
7. The Promotion Offer is limited and will be offered on a first-come-first-served basis to the first three thousand (3,000) Eligible Participants (the “**Promotion Offer Limit**”), who have fulfilled the eligibility requirements for the Promotion Offer as set out in Clauses 6.1 and 6.2. No Promotion Offer will be offered once the Promotion Offer Limit is reached.
8. Each Eligible Participant is entitled to enjoy the Promotion Offer once only.
9. The Promotion Offer cannot be altered, transferred, redeemed or exchanged for cash, other products or services or other electronic value under any circumstances.
10. 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 Eligible Octopus Wallet. Nevertheless, OCL may issue push notification to you through the Octopus App after the Promotion Offer is credited to the Eligible Octopus Wallet if you have opted-in to receive push notifications in the Octopus App before such crediting.
11. Each Eligible 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 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 Eligible Octopus Wallet has/have been reached at

the time when the Promotion Offer is credited to the Eligible Octopus Wallet, no Promotion Offer 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 Promotion Offer 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 Promotion Offer before the Promotion Offer is credited to the Eligible Octopus Wallet.

Forfeiture or return of Promotion Offer

12. The Promotion Offer will be forfeited automatically without notice in the following situations:
 - 12.1. in the event that the Promotion Offer cannot be credited to the Eligible Octopus Wallet in accordance with these Terms and Conditions;
 - 12.2. if the Eligible Octopus Wallet and/or Octopus Easy Park Auto-Payment Service has/have been or is/are suspended, terminated, cancelled, restricted, or no longer valid for whatever reason(s) at any time prior to or at the time when the Promotion Offer is credited to the Eligible Octopus Wallet; or
 - 12.3. in addition to Clause 12.2 above, 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 at any time when OCL is crediting the Promotion Offer to the Eligible Octopus Wallet.
13. In the case of any fraud or rejection, reversal to the effect that you 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 an amount that is equivalent to the value of the Promotion Offer without prior notice.

General

14. No claims can be made against OCL whatsoever 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 to participate in this Promotion.
15. 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.
16. 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 at www.octopus.com.hk.
17. OCL's decisions in relation to any and all aspects of this Promotion shall be final and conclusive.
18. 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).
19. Subject to Clause 18 above, any enquiries or disputes concerning this Promotion must be made to OCL on or before **31 August 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.
20. Without limiting OCL's rights under the Privacy Policy, your personal information (namely, the account number of the Eligible Octopus Wallet and the number of the Eligible Octopus) 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 10, and (d) handling any enquiries or resolving any disputes in relation to this Promotion.
21. 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.

22. Information collected, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by **31 July 2023**.
23. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
24. 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.
25. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.