

Octopus eLaisee Programme 2023

Terms & Conditions

1. This programme (this “**Programme**”) is open to you as an Octopus Wallet Holder, and is subject to the terms and conditions as stated below (these “**Terms and Conditions**”).
2. This Programme is organised by Octopus Cards Limited (and its successors and assigns) (“**OCL**”).
3. By participating in this Programme, 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, as amended from time to time, shall apply to this Programme.
5. “**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 Lite**”, “**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](#). “**Octopus App**” referenced in these Terms and Conditions is defined in the [Terms of Use of Octopus App](#). “**Octopus Mobile Reader**” referenced in these Terms and Conditions shall mean the device designated for users of Bluetooth-enabled iOS mobile devices with the Octopus App installed to read and write their Octopus.

eLaisee Service and Feature

6. “**eLaisee**”
 - 6.1. From **10:00 on 19 January 2023** (Hong Kong time) to **23:59 on 19 February 2023** (Hong Kong time) (both dates inclusive) (the “**Programme Period**”), an Octopus Wallet Holder of Octopus Wallet Plus status or Octopus Wallet Pro (Verified) status can:
 - 6.1.1. give out eLaisee to other Octopus Wallet Holder(s) through quick response code (the “**QR Code**”) scan (the “**QR Code eLaisee**”) – (a) a one-time QR Code will be generated for each QR Code eLaisee after customising the amount and quantity of such eLaisee; (b) each QR Code eLaisee is only valid for 15 minutes, which can be extended for a longer time at the choice of such Octopus Wallet Holder giving out the QR Code eLaisee with successive intervals of 15 minutes; (c) each Octopus Wallet Holder giving out the QR Code eLaisee will be able to give out the QR Code eLaisee to up to 200 Octopus Wallet Holder(s) to scan and receive eLaisee with the same QR Code; (d) each Octopus Wallet Holder receiving the QR Code eLaisee can scan the same QR Code once only; or
 - 6.1.2. send a customised eLaisee electronic link generated by the Octopus App (the “**eLaisee Campaign Link**”) to any person(s) via selected messaging channel and upon clicking on the eLaisee Campaign Link, in order to receive the eLaisee, such person has to be either an existing Octopus Wallet Holder or he/she has to register as an Octopus Wallet Holder through the Octopus App; or
 - 6.1.3. tap “Give to Octopus Card”, input eLaisee amount and then tap card to your mobile device with physical Octopus card (the “**eLaisee Tapping**”). Please note that (i) the eLaisee Tapping function is only applicable on NFC (Near Field Communication)-enabled Android mobile devices (NFC devices), iPhone 7 or newer with iOS 13 or above, or iOS mobile devices paired up with an Octopus Mobile Reader; the Octopus card must also have a 9-digit number (eight digits plus one bracketed digit); and (ii) in respect of an Octopus Wallet Holder of Octopus Wallet Lite status, the eLaisee Tapping function is subject to Clause 6.2 below.
 - 6.2. In respect of the eLaisee Tapping function, an Octopus Wallet Holder of Octopus Wallet Lite status can:
 - 6.2.1. during the period from **10:00 on 19 January 2023** (Hong Kong time) to **09:59 on 6 February 2023** (Hong Kong time), perform the eLaisee Tapping without the

need to first register the relevant physical Octopus card through the Octopus App;
or

6.2.2. during the period **10:00 on 6 February 2023** (Hong Kong time) to **23:59 on 19 February 2023** (Hong Kong time), perform the eLaisee Tapping with a physical Octopus card by first registering such physical Octopus card through the Octopus App.

7. The Octopus Wallet Holder who sent an eLaisee using any one of the methods stated in Clause 6 above is hereinafter referred to as an “**eLaisee Sender**”.
8. The amount of an eLaisee will be deducted from the Octopus Wallet of the eLaisee Sender at the time of receipt of such eLaisee by the relevant Octopus Wallet Holder through the Octopus App.
9. All eLaisee are irreversible and non-refundable once sent by an eLaisee Sender and received by the relevant Octopus Wallet Holder(s).
10. Each eLaisee Sender acknowledges and agrees that he/she is solely responsible for giving or sending eLaisee in accordance with Clause 6.1 to the right person(s) and under no circumstance shall OCL have any liability whatsoever for any loss or damage suffered or may be suffered by any eLaisee Sender arising from his/her inadvertent act or mistake in giving or sending such eLaisee to any wrong person(s) and any receipt thereof by such wrong person(s).
11. All eLaisee that are not received by the relevant Octopus Wallet Holder(s) on or before their respective designated expiry date(s) or time(s) for receipt (as the case may be) during the Programme Period will be expired or invalid for receipt after the end of such designated expiry date(s) or time(s) for receipt (as the case may be) without notice.
12. The sending and/or receipt of eLaisee will be subject to the applicable Stored Value Limit, daily transaction limit and annual transaction limit.

General

13. 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 Programme. 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 Programme. Under no circumstance shall any claim be made against OCL whatsoever arising out of or in connection with this Programme.
14. Any act that is found or suspected to be fraudulent may result in a person being disqualified from participating in this Programme.
15. 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.
16. OCL's decisions in relation to any and all aspects of this Programme, including, but not limited to, the eligibility of any Octopus Wallet Holder shall be final and conclusive.
17. 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).
18. Subject to Clause 17 above, any enquiries or disputes concerning this Programme must be made to OCL on or before **30 April 2023** 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.
19. Without limiting OCL's rights under the Privacy Policy, the account number of the relevant Octopus Wallet and corresponding transaction information retrieved by OCL from its system information for the purpose of this Programme will be used by OCL for (i) identifying and verifying your eligibility to participate in this Programme, (ii) sending notification and (iii) handling any enquiries or resolving any disputes in relation to this Programme.
20. If you are unable to provide information requested by OCL for handling enquiries or resolving disputes in relation to this Programme, OCL may not be able to process your enquiry or dispute.
21. Information collected, retrieved or received as aforesaid and which is solely for the purpose of

this Programme will be destroyed by **31 December 2023**.

22. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
23. No person other than an eLaisee Sender 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. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.