

Terms and Conditions for Octopus Dood Rewards Platform

Last updated: 2 July 2026

These Terms and Conditions (these “Terms and Conditions”) are a contract between you, our Octopus Rewards Platform Account Holder (as defined below), and Octopus Applications Limited (“OAL” or “us” or “we”), the operator of an online and mobile reward platform (the “Octopus Dood Rewards Platform”), in respect of your use of the Octopus Dood Rewards Platform. Octopus Cards Limited (“OCL”) remains the provider of Octopus, Octopus Wallet, and any other products and services provided by OCL, and shall handle the direct marketing activities and the relevant personal data as described in these Terms and Conditions, the Conditions of Issue of Octopus (as amended from time to time) (the “Conditions”) and OCL’s applicable privacy documentation. Please read these Terms and Conditions and the Conditions carefully before using the Octopus Dood Rewards Platform. By registering to use the Octopus Dood Rewards Platform, you are deemed to have read and understood, and agree to be bound by the Conditions and these Terms and Conditions.

1. Definition

Unless otherwise defined, these terms should have the following meanings:

- (a) “Octopus Rewards Platform Account” means a rewards platform account applied for by an Octopus Wallet Holder (as defined in the Conditions) and approved by us in respect of the Octopus Dood Rewards Platform;
- (b) “Octopus Rewards Platform Account Holder” means a holder of the Octopus Rewards Platform Account;
- (c) “Eligible Octopus” means any type of Octopus (as defined in the Conditions);
- (d) “Merchant” means our business partner who wishes to offer you such Rewards under its Programmes through the Octopus Dood Rewards Platform, which the list of Merchants will be updated by OAL from time to time;
- (e) “Programme Organiser” means the organiser of the Programme, which may be OAL, OCL or a Merchant;
- (f) “Programme Terms and Conditions” means such additional terms and conditions (including but not limited to privacy policy, personal information collection statement, terms and conditions) that the relevant Programme Organiser may issue for or in relation to its Programme(s);
- (g) “Programme” means the consumer reward or promotion programme organised by a Programme Organiser;
- (h) “Rewards” means the offers, incentives or any other types of rewards offered under the Programme organised by the relevant Programme Organiser; and
- (i) “Required Information” refers to the information required to be provided to OAL by an Octopus Wallet Holder for registration of the Octopus Rewards Platform Account, including Eligible Octopus number, Octopus Wallet number, mobile phone number and email address;
- (j) “Mobile Device” shall have the meaning ascribed to it in the Conditions of Issue of Octopus;
- (k) “Service Providers” shall have the meaning ascribed to it in the Conditions of Issue of Octopus; and

- (l) “Authorised Partners” shall have the meaning ascribed to it in the Conditions of Issue of Octopus.
- (m) “OCL” means Octopus Cards Limited;
- (n) “OAL” means Octopus Applications Limited.

2. Eligibility

The Octopus Dood Rewards Platform is only open to Octopus Wallet Holders.

3. Registration

- 3.1. To use the Octopus Dood Rewards Platform, you will need to register for an Octopus Rewards Platform Account to become an Octopus Rewards Platform Account Holder through Octopus Mobile App (as defined in the Conditions) or such other channels as OAL or OCL may announce from time to time. To register for an Octopus Rewards Platform Account, you are required to provide the Required Information for registration. By applying for registration of the Octopus Rewards Platform Account, you agree and confirm that the mobile phone number and email address provided by you as the Octopus Wallet Holder and the Octopus Wallet number provided by you under the Required Information, which, together with the number of the Eligible Octopus provided by you under the Required Information will be used for the operation and maintenance of the Octopus Dood Rewards Platform by OAL. The number of the Eligible Octopus provided by you under the Required Information will be used in your participation in each of the Programme(s) through the Octopus Dood Rewards Platform.
- 3.2. As an Octopus Rewards Platform Account Holder, you warrant that (a) you are the holder of the Eligible Octopus, (b) you are the same person registered as an Octopus Wallet Holder, (c) any information you provide, including the Required Information and your personal information, is accurate, complete and up-to-date, and (d) you shall promptly update the information to ensure that any information provided to OCL and/or OAL is accurate, complete and up-to-date.
- 3.3. Upon successful registration of the Octopus Rewards Platform Account, you can participate in the Programme(s) and be entitled to receive the Rewards offered under the Programmes, and in each case subject to the relevant Programme Terms and Conditions as may be imposed by the relevant Programme Organiser. You should read the relevant Programme Terms and Conditions carefully to decide whether to join any Programme(s), as you would be bound by those additional terms and conditions when you register and participate in the relevant Programmes.
- 3.4. After you have registered as an Octopus Rewards Platform Account Holder, you may from time to time receive, through your Octopus Rewards Platform Account, Programme-related information from OCL and/or OAL. Such Programme-related information is intended to be operational in nature and not to constitute direct marketing.
- 3.5. You may change to another Eligible Octopus, which, in such case, the previous Eligible Octopus registered to your Octopus Rewards Platform Account will be replaced by such subsequent Eligible Octopus upon the completion of change of Eligible Octopus in respect of your Octopus Rewards Platform Account. You are allowed to change Eligible Octopus registered to your Octopus Reward Account for a maximum four (4) times per calendar year, and such change quota shall be reset upon the first day of every calendar year. Neither OAL, OCL nor any Programme Organiser accepts any responsibility or liability resulting from any change of your Eligible Octopus under the Octopus Dood Rewards Platform.

- 3.6. We have the sole and absolute discretion to reject your application for registration of an Octopus Rewards Platform Account, change of your Eligible Octopus and/or to suspend or terminate your Octopus Rewards Platform Account at any time.
- 3.7. In addition to Clause 3.6 above, and such other provisions as expressly provided in these Terms and Conditions, we reserve the right to cancel or terminate, or suspend your use of the Octopus Dood Rewards Platform or any of our services at any time without specifying the reasons, but we will take reasonable steps to minimise any inconvenience caused to you.

4. **Earn and Credit of Rewards**

- 4.1. A Programme Organiser may operate and maintain their respective Programmes, and provide Rewards under each such Programme through the Octopus Dood Rewards Platform subject to the provisions of the relevant Programme Terms and Conditions. The Programme Organiser shall be solely responsible for any and all aspects of such Programme, including but not limited to mechanics of each Programme, and handling of any personal data in relation to the Programmes. Please read carefully the relevant Programme Terms and Conditions before participating in their Programmes. You should contact the Programme Organiser concerned directly in case of any enquiries and/or disputes relating to any of the Rewards, the Programmes and/or the relevant Programme Terms and Conditions concerned.
- 4.2. In the event of any fraudulent act, rejection, or reversal to the effect that, in the sole and absolute decision of the relevant Programme Organiser, you should no longer be entitled to receive the Rewards, OAL shall, or at the instructions of the relevant Programme Organiser, reverse or forfeit the Rewards that have been credited to your Octopus Rewards Platform Account, as the case may be, and under no circumstance shall you have any claim against OAL and/or the relevant Programme Organiser concerned whatsoever.
- 4.3. In the case where the Programme Organiser is not OAL, you acknowledge and agree that the Programme Organiser, and not OAL, is
- (a) the issuer of the Rewards;
 - (b) solely responsible for the offer of the Rewards;
 - (c) solely responsible for the provision of goods and/or services provided or offered by such Programme Organiser, including but not limited to the Rewards to be credited to you.

Nothing herein constitutes a relationship of employment or agency between any of the Programme Organisers and OAL.

- 4.4. You are not allowed to reproduce, sale, resale or trade any of the Reward(s) and any such attempt may result in, at OAL's sole option, your Octopus Rewards Platform Account suspended or terminated. The Reward must be redeemed for the discounts, goods, service or other means that are specified on the related Programme Terms and Conditions (collectively, the "Product"). If the Programme Organiser, at its sole right and discretion, allows the Reward to be redeemed for goods and services other than the Product, there will be no entitlement to a credit, cash or new Reward equivalent to the difference between the value of the Product and the value of the goods and services provided by such Programme Organiser to you upon redemption of the Reward.

- 4.5. Each Rewards as credited to your Octopus Rewards Platform Account contains an expiry date. No compensation would be available for any expired Reward(s).
- 4.6. Any attempt by you to redeem a Reward contrary to the Programme Terms and Conditions and/or these Terms and Conditions will have a Reward reversed or forfeited at OAL's and/or the relevant Programme Organiser's sole and absolute discretion.
- 4.7. It is at the sole discretion of the Programme Organiser to determine whether the Reward can be combined with any other promotions, vouchers, third party certificates or coupons. Please read carefully the relevant Programme Terms and Conditions of each Program launched by the relevant Programme Organiser. You should contact the Programme Organiser concerned directly in case of any enquiries and/or disputes relating to any of the Rewards, Programs and/or Programme Terms and Conditions.
- 4.8. Under no circumstance will any Rewards, whether lost or stolen whatsoever, be re-issued or reimbursed.

5. **Offers from OCL**

- 5.1. You may receive new benefits, promotions, and tailored and personalised offers and promotions in relation to your Octopus Rewards Platform Account ("**Personalised Offers**") from OCL relating to OCL's products and services (including use of Octopus (as defined in the Conditions) and use of Octopus Wallet Service (as defined in the Conditions) at our Service Providers (as defined in the Conditions) and at our Authorised Partners (as defined in the Conditions)) if you have provided your consent to OCL in direct marketing in accordance with the Privacy Policy Statement of OCL ("**Privacy Policy**").
- 5.2. For the avoidance of doubt, nothing in these Terms and Conditions shall, by itself, constitute your consent or indication of no objection to the use or provision of your personal data for direct marketing by OCL, OAL or any other person. Any direct marketing by OCL in relation to Personalised Offers shall be administered in accordance with the consent or indication of no objection you have given to OCL under OCL's applicable personal information collection statement, privacy policy statement and direct marketing arrangements. Any other use or provision of your personal data for direct marketing shall be subject to applicable law and any separate consent or indication of no objection obtained from you by the relevant data user.

6. **Cancellation and Termination of your Octopus Rewards Platform Account**

- 6.1. You can apply for cancellation of your Octopus Rewards Platform Account at any time by calling Octopus Customer Service Hotline at (852) 2266 2222 or through such other means as announced by OAL from time to time.
- 6.2. Your Octopus Rewards Platform Account will be terminated forthwith upon cancellation or termination of your Octopus Wallet for whatever reason.
- 6.3. In addition to Clauses 3.6 and 3.7 above, we may, at any time and without incurring any responsibility or liability whatsoever, immediately suspend or terminate your Octopus Rewards Platform Account at our sole and absolute discretion if: (a) you have violated or you are about to violate any applicable laws or regulations, (b) you have committed or you are about to commit a breach of any of these Terms and Conditions or any Programme Terms and Conditions; or (c) we are of the opinion that the integrity or security of the Octopus Rewards Platform will be jeopardised or compromised by use of your Octopus Rewards Platform Account.

- 6.4. Upon cancellation or termination of your Octopus Rewards Platform Account, as the case may be, any and all unused Rewards stored in your Octopus Rewards Platform Account will be forfeited automatically without notice.

7. Your responsibilities

- 7.1. Please keep your password for your Octopus Wallet which will allow access to your Octopus Rewards Platform Account safe at all times. It is recommended that you update your password regularly. Please notify us immediately by calling Octopus Customer Service Hotline at (852) 2266 2222 or through such other means as announced by OAL from time to time if there has been any inappropriate, misuse or unauthorised use of your Octopus Rewards Platform Account or you have lost your Octopus Rewards Platform Account.
- 7.2. You shall fully indemnify and hold OAL and/or OCL harmless from and against any and all actions, proceedings, liabilities, complaints, claims, loss, damages and reasonable costs and expenses (including all reasonable legal fees) which may be taken against OAL and/or OCL or which OAL and/or OCL may suffer, sustain or incur howsoever arising out of or in connection with any unlawful, inappropriate, misuse or unauthorised use of the Octopus Dood Rewards Platform.

8. Personal Information Collection Statement

- 8.1. This Clause 8 forms OAL's Personal Information Collection Statement for the Octopus Dood Rewards Platform and should be read together with OAL's applicable [privacy policy statement \(https://www.octopus.com.hk/en/document/privacy_policy_octopus_applications_limited.pdf\)](https://www.octopus.com.hk/en/document/privacy_policy_octopus_applications_limited.pdf), as amended or updated from time to time. OCL's applicable personal information collection statement and Privacy Policy Statement shall continue to apply to OCL's collection, holding, use, processing, transfer and disclosure of personal data in connection with Octopus, Octopus Wallet, direct marketing activities and any other products, services or activities operated by OCL. OCL and OAL act as separate data users in respect of their respective handling of personal data, and each of OCL and OAL is responsible for complying with applicable data protection laws in relation to the personal data it handles.
- 8.2. For the purposes of this Clause 8, "Data" means your personal data collected, held, used, processed or otherwise handled by OAL in connection with your registration for, use of, and participation in the Octopus Dood Rewards Platform and the Programmes, including the Required Information, Eligible Octopus number, Octopus Wallet number, mobile phone number, email address, membership records, and related account information.
- 8.3. To enable OAL to provide the Octopus Dood Rewards Platform to you, you agree that OAL may collect, hold, use, process, use, transfer and otherwise handle the Data for one or more of the following purposes:
- (a) processing and administering your registration for the Octopus Rewards Platform Account;
 - (b) providing, maintaining, operating, administering and supporting the Octopus Dood Rewards Platform and the Programmes;
 - (c) verifying your eligibility, account status, the Required Information, Eligible Octopus, Octopus Wallet and reward entitlement;
 - (d) crediting, reversing, forfeiting, redeeming, reconciling and maintaining records of Rewards;

- (e) handling enquiries, requests, complaints, disputes, suspected misuse, suspicious activities and system or operational issues;
 - (f) maintaining the security, integrity and proper functioning of the Octopus Dood Rewards Platform;
 - (g) conducting data matching, verification, reconciliation, testing, system integration, audit, risk management and service improvement activities in connection with the Octopus Dood Rewards Platform;
 - (h) compliance with applicable laws, rules, regulations, codes, guidelines, court orders, law enforcement requests, regulatory requirements or other legal or regulatory obligations; and
 - (i) prevention, detection and investigation of crime.
- 8.4. For the purposes set out in Clause 8.3 and for administering your registration for and participation in the Octopus Dood Rewards Platform and the Programmes, OAL may disclose, transfer, make available to, receive from, compare, verify and otherwise exchange the Data with OCL as is reasonably necessary for the operation, administration, maintenance, support, verification, reward crediting, reward reversal, account management, customer support, system integration and record reconciliation of the Octopus Dood Rewards Platform, including the interaction between the Octopus Dood Rewards Platform, Octopus, Octopus Wallet and related OCL systems or services.
- 8.5. OAL may also transfer or disclose the Data to the following parties, whether within or outside Hong Kong, where necessary for the purposes set out in Clause 8.3:
- (a) OAL's agents, contractors, professional advisers, service providers, system operators, telecommunications providers, cloud or hosting providers, data processing service providers, customer service providers, redemption or fulfilment service providers, audit, risk management and compliance support providers, and other persons who provide administrative, technology, operational or support services to OAL in connection with the Octopus Dood Rewards Platform;
 - (b) OCL and its agents, contractors and service providers, where relevant to the operation, administration, maintenance, support, verification, system integration and reconciliation of the Octopus Dood Rewards Platform, Octopus, Octopus Wallet or related OCL systems or services;
 - (c) the relevant Programme Organiser, but only where reasonably necessary for administering the relevant Programme, handling your enquiry, request or complaint, verifying reward entitlement, redemption or fulfilment, or where you have otherwise consented;
 - (d) OAL's subsidiaries and/or OAL's affiliates which owe a duty of confidentiality to OAL and;
 - (e) any law enforcement agencies and/or regulatory bodies for compliance with applicable laws, rules, regulations, codes and/or guidelines and/or any person or entity to whom OAL, OAL's subsidiaries, and/or OAL's affiliates are under a binding obligation to satisfy a legally enforceable demand for disclosure under the requirements of any law, rule, regulation, code and/or guideline and/or order of any competent court of law, law enforcement agencies and/or regulatory bodies, but such disclosure will only be made under proper authority.
- 8.6. For the avoidance of doubt, the exchange or disclosure of Data under this Clause 8 shall not, by itself, constitute your consent or indication of no objection to the use or provision of your personal data for direct marketing by OAL, OCL, any Programme Organiser, Merchant, affiliate or other third party. Direct marketing by OCL in relation to Personalised Offers shall be administered in accordance with Clause 5 and the consent or indication of no objection you

have given to OCL under OCL's applicable personal information collection statement, privacy policy statement and direct marketing arrangements.

- 8.7. OAL will not transfer or disclose your personal data to Merchants, Programme Organisers, OAL's affiliates or OCL's affiliates for their own direct marketing use unless permitted under applicable law and with any required consent or indication of no objection from you. OAL will not transfer or disclose your personal data to Merchants or Programme Organisers for handling your enquiries, requests or complaints unless such transfer or disclosure is reasonably necessary for the relevant purpose or you have consented.
- 8.8. You have the right to: (a) check whether OAL holds Data about you and request access to such Data; (b) request OAL to correct any Data which is inaccurate; (c) ascertain OAL's policies and practices in relation to Data and be informed of the kind of Data held by OAL; and (d) request that your personal data not be used for direct marketing purposes, where applicable.
- 8.9. For direct marketing by OCL, you may update your direct marketing preference under the "Direct Marketing" setting in the Octopus Mobile App or through such other means as announced by OCL from time to time, in which case OCL will cease to use your personal data for such direct marketing at no cost to you.
- 8.10. We will charge you a reasonable fee for complying with any request for access to your Data. Any Data access request should be made in writing to:

The Data Protection Officer
Octopus Cards Limited
46/F, Manhattan Place
23 Wang Tai Road
Kowloon Bay
Kowloon
Hong Kong

Email: dpo@octopus.com.hk

The Data Protection Officer
Octopus Applications Limited
46/F, Manhattan Place
23 Wang Tai Road
Kowloon Bay
Kowloon
Hong Kong

Email: dpo@octopus.com.hk

9. **Disclaimer of Liabilities**

- 9.1. You acknowledge and agree that your registration and participation in the Programmes, and your interactions, dealings, activities and/or transactions with the relevant Programme Organisers, will be exercised on your independent judgment and entirely at your own risks. In the case where the Programme Organiser is not OAL, OAL does not hold or accept any responsibility or liability of any kind, nature or character whatsoever or howsoever arising or

resulting from or in connection with (i) your application to register, registration, participation and/or conduct in any or all of the Programmes, (ii) any interactions, activities, dealings and/or transactions between you and any or all of the Programme Organisers, (iii) any activities and/or decisions of any or all of the Programme Organisers, and/or (iv) any or all of the Programme Terms and Conditions. Any enquiries and/or disputes (whether contractual or non-contractual) that you may have for or in connection with any Rewards, goods and/or services of the Programme Organisers, the Programmes and/or the Programme Terms and Conditions should be raised and resolved directly with the relevant Programme Organisers concerned.

- 9.2. (a) In the case where the Programme Organiser is not OAL, you agree and acknowledge that each Programme Organiser is solely responsible for the provision of the Rewards, goods and services offered by such Programme Organiser to you, and OCL shall have no responsibility or liability to you and/or any person whatsoever in respect of any of the Rewards, goods and/or services provided by any Programme Organiser.
- (b) In the case where the Programme Organiser is OAL, you agree and acknowledge that OAL is solely responsible for the provision of the Rewards to you, however, OAL, not being a supplier of the goods and/or services provided by any Merchants in the Programme concerned, shall have no responsibility or liability to you and/or any person whatsoever in respect of any of the goods and/or services provided by any Merchants in the Programme concerned.
- 9.3. In no event shall OAL and/or OCL be liable, whether in contract (including intentional breaches), tort (including negligence), statutory or otherwise, for any loss or damage of any kind, nature or character whatsoever arising from or in connection with use of the Octopus Dood Rewards Platform. For avoidance of doubt, nothing under these Terms and Conditions operates to exclude OAL and/or OCL from any liability that it cannot lawfully exclude under applicable laws, such as liability for death or personal injuries caused by OAL and/or OCL's own negligence.

10. **New Services**

We may provide you with new services associated with your Octopus Rewards Platform Account from time to time, and these new services will be governed by these Terms and Conditions and the terms and conditions of the respective new services. We will notify you of any such updates or changes to these Terms and Conditions through Octopus Mobile App and/or such other channels as OAL may announce from time to time.

11. **Miscellaneous**

- 11.1. You must not tamper with your Octopus, Octopus Mobile App and/or Octopus Rewards Platform Account (or any component thereof, including, but not limited to, the software and the data recorded on the Octopus or/and the Octopus Mobile App) in any way. Tampering with the data on Octopus and/or Octopus Rewards Platform Account may be a criminal offence. We shall not honour any transactions and any Rewards, if your Octopus and/or Octopus Rewards Platform Account has been tampered with.
- 11.2. We have the right to recover reasonable costs, expenses, losses and damages suffered or incurred, and/or may be suffered or incurred by us (including all reasonable legal expenses) as a result of your use of the Octopus Dood Rewards Platform, your breach of any of these Terms and Conditions and/or your altering or interfering, or allowing a third party to alter or interfere, with the data on your Octopus, Octopus Mobile App and/or Octopus Rewards Platform Account.

- 11.3. We may make changes to these Terms and Conditions from time to time by posting the revised/updated version on Octopus Mobile App and/or through such other channels as OAL may announce from time to time to notify you of the same, and your use of the Octopus Dood Rewards Platform following any such amendments constitutes your agreement to be bound by these Terms and Conditions. If you do not agree with any such revised/updated Terms and Conditions, you should not continue to use the Octopus Dood Rewards Platform.

12. **Contracts (Rights of Third Parties) Ordinance**

These Terms and Conditions shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of these Terms and Conditions which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving rise to or conferring on third parties contractual or other rights (including, but not limited to, the Contracts (Rights of Third Parties) Ordinance) in connection with these Terms and Conditions is hereby expressly excluded.

For the avoidance of doubt, nothing in these Terms and Conditions shall affect the rights of any permitted assignee or transferee of these Terms and Conditions.

13. **English Version Prevails**

We have provided a Chinese language translation of these Terms and Conditions for reference only. If there is any inconsistency or conflict between the English and any Chinese version(s), the English version shall prevail.

14. **Governing Law and Jurisdiction**

- 14.1. These Terms and Conditions shall be governed by the laws of Hong Kong. In the event of any disputes (whether contractual or non-contractual) under or relating to these Terms and Conditions, you and Octopus Applications Limited agree to submit to the exclusive jurisdiction of the courts of Hong Kong.