

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

1. This promotion (this “**Promotion**”) is open to you as a holder of Mobile Octopus via Apple Wallet on iPhone or Apple Watch 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 & Conditions for Octopus Online Payment Service, 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.
5. “**Octopus**”, “**Octopus Wallet**”, “**Octopus Wallet Holder**”, “**Mobile Octopus**” 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 in the Terms of Use of Octopus App. “**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

6. This Promotion will commence at **00:00 on 1 April 2024** (Hong Kong time) and end at **23:59 on 30 June 2024** (Hong Kong time) (both dates inclusive) (the “**Promotion Period**”).
7. Subject to these Terms and Conditions, if:
 - 7.1. you are a holder of Mobile Octopus via Apple Wallet on iPhone or Apple Watch who has not activated the Octopus Easy Park Auto-Payment Service before the Promotion Period; and
 - 7.2. you input your vehicle plate number (the “**Eligible Vehicle Plate Number**”) to link with the Mobile Octopus via Apple Wallet on iPhone or Apple Watch (the “**Eligible Octopus**”) and have successfully completed Octopus Easy Park Auto-Payment Service registration; and
 - 7.3. after fulfilling the requirement in Clause 7.2, you have successfully activated the Octopus Easy Park Auto-Payment Service by tapping the Eligible Octopus at an Octopus reader at the entrance of any carpark that participated in the Octopus Easy Park Auto-Payment Service as announced by OCL from time to time for the first time within the Promotion Period; and
 - 7.4. have successfully registered for this Promotion during the Promotion Period by providing the Octopus number of the Eligible Octopus through the Promotion website at www.octopus.com.hk/easypark/en or such other website as announced by OCL from time to time (the “**Registration**”),you will be considered a successful participant of this Promotion (an “**Eligible Participant**”) and will be eligible to receive a rebate in the form of Octopus top-up value in the amount equivalent to 50% of each Eligible Transaction, up to a maximum amount of HK\$100 (Hong Kong Dollars One Hundred Only) Octopus top-up value (collectively, the “**Promotion Offer**”). For the purpose of these Terms and Conditions, an “**Eligible Transaction**” refers to a payment transaction using the Eligible Octopus with the Octopus Easy Park Auto-Payment Service conducted after the date of Registration during the Promotion Period. The Promotion Offer for each Eligible Transaction will be made available for collection within 7 days after such Eligible Transaction (the “**Fulfilment Date**”).

8. The Promotion Offer is limited and will be offered on a first-come-first-served basis to the first 3,000 Eligible Participants (the “**Promotion Offer Limit**”) according to the time of valid Registration, who have fulfilled the eligibility requirements of the Promotion Offer as set out in Clauses 7.1, 7.2, 7.3 and 7.4. The time of Registration by the Eligible Participant as recorded by OCL shall be final and conclusive for the purpose of this Promotion. No Promotion Offer will be offered once the Promotion Offer Limit is reached.
9. Each Eligible Octopus is entitled to enjoy the Promotion Offer once only. If more than one Eligible Octopus is added on the same device or added with the same Apple ID during the Promotion Period and link with Octopus Easy Park Auto-Payment Service, only the first Eligible Octopus which is being used to conduct the Eligible Transaction on the same device or same Apple ID will be entitled to the Promotion Offer.
10. Under no circumstance can the Promotion Offer be altered, transferred, redeemed or exchanged for cash, other forms of products, services or other electronic value whatsoever.

Eligible Transaction

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

Collection of Promotion Offer

14. You must follow the steps set out on the official website of OCL at www.octopus.com.hk/collection_en to collect the Promotion Offer.
15. Nothing in these Terms and Conditions shall oblige OCL to notify you of the availability of the Promotion Offer after the Fulfilment Date or the forfeiture of any Promotion Offer. Nevertheless, OCL will issue push notifications to Eligible Participant through Octopus App after the Promotion Offer is available for collection if he/she has opted-in to receive push notifications in the Octopus App.
16. Each Octopus can only store up to the applicable Stored Value Limit as set out in the Schedule of Fees and Guidelines relating to the use of Octopus, currently being HK\$3,000. If the applicable Stored Value Limit of the Eligible Octopus has been reached at the time of collecting the Promotion Offer (the “**Initial Collection Time**”), the stored value of such Eligible Octopus shall be reduced by an amount that is not less than the value of the Promotion Offer before the Eligible Participant may collect the Promotion Offer again within a period of 30 days from the Initial Collection Time, otherwise, the Promotion Offer will be forfeited automatically without notice.

Forfeiture or return of Promotion Offer

17. The Promotion Offer will be forfeited automatically without notice upon occurrence of any of the following events at the time of your collection of the Promotion Offer:
 - 17.1. in the event that the Promotion Offer cannot be credited to the Eligible Octopus in accordance with these Terms and Conditions; or
 - 17.2. if the Eligible Octopus and/or Octopus Easy Park Auto-Payment Service has/have been or is/are suspended, terminated, cancelled, or is no longer valid

- for whatever reason(s); or
- 17.3. in the event that the Eligible Octopus is not connected to any mobile device or the Octopus App has been uninstalled from the relevant mobile device at any time when the Promotion Offer is collected; or
 - 17.4. the Eligible Octopus to which the Eligible Vehicle Plate Number is linked is changed during the Promotion Period; or
 - 17.5. the Eligible Octopus is no longer linked to the Octopus Easy Park Auto-Payment Service within Promotion Period.
18. In the case of any fraud or rejection, reversal to the effect that the Eligible Participant should no longer be eligible for the Promotion Offer that has been credited to the Eligible Octopus, OCL shall have the sole and absolute right to debit from the Eligible Octopus an amount that is equivalent to the value of the Promotion Offer without prior notice or to demand the return of the Promotion Offer in such manner as directed by OCL, and under no circumstance shall you have any claim against OCL whatsoever.
 19. Upon receipt of the Promotion Offer, if you subsequently cancel or suspend for whatever reason(s) Octopus Easy Park Auto-Payment Service on or before 30 June 2025, you acknowledge and agree that OCL may, upon demand, charge you an amount that is equivalent to the value of the Promotion Offer.

General

20. 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 Promotion. 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. Under no circumstance shall any claim be made against OCL whatsoever arising out of or in connection with this Promotion.
21. 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.
22. 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.
23. OCL's decisions in relation to any and all aspects of this Promotion, including, but not limited to, the eligibility of any Octopus Wallet Holder and entitlement of Promotion Offer, shall be final and conclusive.
24. 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.
25. 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).
26. Subject to Clause 25 above, any enquiries or disputes concerning this Promotion must be made to OCL on or before **31 July 2024** by post to Octopus Cards Limited at 46/F, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong or by calling Octopus Customer Service Hotline (no.: 2266 2222).
27. Without limiting OCL's rights under the Privacy Policy, your personal information (namely, the number of the Eligible Octopus) and corresponding information in relation

to the Registration and Eligible Transaction 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 **Error! Reference source not found.**15, and (d) handling any enquiries or resolving any disputes in relation to this Promotion.

28. 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.
29. Information collected, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by **30 June 2025**.
30. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
31. 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.
32. All images relating to this Promotion are for reference only.
33. The names of all other companies and/or products may be the trademarks owned by the various related companies.
34. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.