

McDonald's App Spending Offer Promotion with Octopus Mastercard (May - August 2024)
Terms & Conditions

1. This promotion (this "**Promotion**") is open to you, as an Octopus Wallet Holder who uses the Octopus Mastercard®, 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 Octopus Mastercard, Additional Terms and Conditions for Use of Octopus Mastercard through Mobile Wallet 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 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 in the Terms of Use of Octopus App. "**Octopus Mastercard**" referenced in these Terms and Conditions has the meaning ascribed to it in the Terms and Conditions for Use of Octopus Mastercard.

Promotion Details

6. This Promotion will commence at **00:00 on 16 May 2024** (Hong Kong time) and end at **23:59 on 31 August 2024** (Hong Kong time) (both dates inclusive) (the "**Promotion Period**").
7. Subject these Terms and Conditions, you will be eligible to receive the Promotion Offer (as defined in Clause 9 below) if, within the Promotion Period, you have used your Octopus Mastercard to complete an Eligible Transaction (as defined in Clause 8 below).

8. **Eligible Transaction**

- 8.1 For the purpose of these Terms and Conditions, an "**Eligible Transaction**" refers to a successful payment transaction of HK\$40 or above conducted in the McDonald's App operated by MHK Restaurants Limited ("**MHK**") which operates a fast food chain in Hong Kong under the trading names of "McDonald's" and "McCafé" (collectively, "**McDonald's**") using an Octopus Mastercard (under payment methods of "Credit Card", "Apple Pay" or "Google Pay" as shown in the McDonald's App) during the Promotion Period.
- 8.2 An Eligible Transaction does not include any of the following:
 - a) a transaction that is eventually being rejected, reversed or cancelled for whatever reason;
 - b) a transaction whose related transaction data is not been received or obtained by OCL from MHK at the time when OCL conducts data processing for fulfillment of Promotion Offer under this Promotion;
 - c) transactions made via e-wallets other than Apple Wallet and Google Wallet.
- 8.3 Where the Octopus Wallet and/or Octopus Mastercard 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 or cancelled, or invalid Octopus Wallet and/or Octopus Mastercard during the Promotion Period will not be considered as Eligible Transaction.
- 8.4 The time of completing the Eligible Transactions and the value thereof as recorded in the transaction data received by OCL from MHK shall be final and conclusive for the purpose of this Promotion.
9. For each Eligible Transaction, you will be eligible to receive HK\$5 Octopus Wallet credit value to be credited to the Octopus Wallet linked with the Octopus Mastercard (the "**Eligible Octopus Wallet**"), up to a maximum amount of HK\$20 of Octopus Wallet credit value for each Octopus Wallet (collectively, the "**Promotion Offer**").
10. The Promotion Offer is limited and offered on a first-come-first-served basis to the first 100,000 Eligible Transactions (that is, a maximum of HK\$500,000 Octopus Wallet credit value) during the Promotion Period (the "**Promotion Offer Limit**"), as determined by the time of completing the Eligible Transaction. No Promotion Offer will be offered once the Promotion Offer Limit is reached.
11. The Promotion Offer cannot be altered, transferred, redeemed or exchanged for cash, other products or services or other electronic value under any circumstances whatsoever.

Credit of Promotion Offer

12. The Promotion Offer will be credited to the Eligible Octopus Wallet within 10 days after the transaction data of the Eligible Transaction is received or obtained by OCL from MHK. No Promotion Offer will be credited to the Eligible Octopus Wallet after **30 September 2024**.
13. Nothing in these Terms and Conditions shall oblige OCL to notify you of the availability of the Promotion Offer, the crediting of the Promotion Offer to the Eligible Octopus Wallet or the forfeiture of any Promotion Offer. Nevertheless, OCL may issue push notification to you through the Octopus App after each 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.

14. Each 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 as more particularly set out in the Schedule of Fees in respect of the relevant anniversary year of the Eligible Octopus Wallet. If the Stored Value Limit and/or the annual transaction limit applicable to the Eligible Octopus Wallet has/have been reached at the time when the relevant Promotion Offer is credited to the Eligible Octopus Wallet (the “**Initial Credit Time**”), the Promotion Offer will not be credited to the Eligible Octopus Wallet. In the case where the Stored Value Limit is reached at the Initial Credit Time, the Promotion Offer will be credited only after the stored value in the Eligible Octopus Wallet has been reduced by an amount not less than the value of the relevant Promotion Offer before the relevant Promotion Offer is credited to the Eligible Octopus Wallet again within a period of 30 days from the Initial Credit Time, otherwise, the Promotion Offer will be forfeited automatically without notice.

Forfeiture or return of Promotion Offer

15. The Promotion Offer will be forfeited automatically without notice upon occurrence of any of the following events at the time of your receipt of the Promotion Offer:
- 15.1 in the event that the relevant Promotion Offer cannot be credited to the Eligible Octopus Wallet in accordance with these Terms and Conditions;
 - 15.2 if the Eligible Octopus Wallet or your Octopus Mastercard is suspended, terminated or cancelled, or no longer valid for whatever reason(s); or
 - 15.3 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.
16. In the case of any fraud or rejection, reversal or cancellation of any Eligible Transaction in respect of which the Promotion Offer has been credited to the Eligible Octopus Wallet, OCL shall have the sole and absolute right to debit from the Eligible Octopus Wallet the amount that is equivalent to the value of such 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.

General

17. OCL and MHK 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 and MHK makes no guarantee on the availability of the Octopus App and the McDonald’s App, and OCL and MHK will not be held responsible for any interruption of service that may interfere with the ability of any person to participate in this Promotion. Under no circumstance shall any claim be made against OCL and/or MHK whatsoever arising out of or in connection with this Promotion.
18. 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.
19. 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.
20. OCL’s decisions in relation to any and all aspects of this Promotion shall be final and conclusive.
21. 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 MHK. 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. Any enquiries or issues relating to any item of the goods and/or services sold and/or supplied by McDonald’s shall be referred to MHK.
22. 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.
23. Subject to Clauses 21 above, any enquiries or disputes concerning this Promotion must be made to OCL on or before **17 September 2024** by post to Customer Service, 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).
24. Personal Information Collection Statements
- 24.1 Without limiting OCL’s rights under the Privacy Policy, the Octopus Mastercard number and the Eligible Octopus Wallet number and the corresponding transaction information of Eligible Transactions 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 Promotion Offer, (ii) fulfilling the Promotion Offer, (iii) sending notification; and (iv) handling any enquiries or resolving any disputes in relation to this Promotion.
 - 24.2 You will be required to provide your name, contact information (e.g. telephone number and/or address),

the Octopus Mastercard number and Eligible Octopus Wallet number and/or, in the case of dispute, information relating to the transaction in dispute (as the case may be) to OCL when making an enquiry or lodging a dispute in relation to this Promotion. If you fail to provide the aforesaid required information, OCL may not be able to process your enquiry or dispute.

- 24.3 Information collected, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by **31 October 2024**.
25. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
26. No person other than holders of the Eligible Octopus Wallet 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.
27. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.