

Octopus x The 58th Hong Kong Brands and Products Expo
“Get a \$20 Rebate on a \$200 Transaction” Promotion –
Terms & Conditions

1. This promotion (this “**Promotion**”) is open to you, as a customer of OCL who is a holder of Octopus (“**Eligible Octopus**”), 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 Statement, Conditions of Issue of Octopus, Schedule of Fees and Guidelines relating to the use of Octopus, Terms of Use of Octopus App, Terms & Conditions for Octopus Online Payment Service, and other terms and conditions of use, published by OCL at <http://www.octopus.com.hk> and/or in Octopus App, as amended from time to time, shall apply to this Promotion.
5. “**Octopus**”, “**Automatic Add Value Service**” 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 Online Payment Transaction(s)**” referenced in these Terms and Conditions are defined in the Terms & Conditions for Octopus Online Payment Service.
6. Promotion Details
 - 6.1 This Promotion shall start at **00:00 on 14 December 2024** (Hong Kong time) and end at **23:59 on 6 January 2025** (Hong Kong time) (both dates inclusive) (the “**Promotion Period**”).
 - 6.2 Subject to these Terms and Conditions (including Clauses 6.3 and 8), if you, during the Promotion Period, have used your Eligible Octopus to complete an Eligible Retail Transaction (as defined in Clause 6.3.1 below), you will be eligible to receive HK\$20 top-up value to the Eligible Octopus (the “**Cash Rebate Reward**”), up to a maximum of 3 Cash Rebate Rewards during the entire Promotion Period for each Eligible Octopus, that is a maximum of HK\$60 of top-up value for each Eligible Octopus, during the Promotion Period.
 - 6.3 Eligible Retail Transactions
 - 6.3.1 For the purpose of these Terms and Conditions, an “**Eligible Retail Transaction**” refers to a successful payment transaction of HK\$200 or above conducted with an Eligible Octopus during the Promotion Period for the purchase of goods and/or services at the dedicated booth of the exhibitors of the 58th Hong Kong Brands and Products Expo (the “**HKBPE**”) at the HKBPE at Victoria Park, Causeway Bay, Hong Kong and/or any physical retail store of such exhibitors in Hong Kong that accepts payment by Octopus (collectively referred to as the “**Participating Merchants**”). For the full list of the dedicated booth of the exhibitors, please refer to <https://www.octopus.com.hk/hkbpe>.
 - 6.3.2 An Eligible Retail Transaction does not include any of the following:
 - (a) any transaction for payment of fare, fee, surcharge or ticket for public transport services or car parking facilities;
 - (b) any Octopus Online Payment Transaction to settle or make payment using Octopus through (1) the internet provided by OCL through OCL’s website at <http://www.octopus.com.hk>, and/or (2) the Octopus App, and/or (3) other platforms as announced by OCL from time to time (including ordering at the physical retail stores of the Participating Merchants and payment through mobile applications or websites of the Participating Merchants);
 - (c) any add value transaction to Eligible Octopus (whether through Automatic Add Value Service, cash reload or otherwise);
 - (d) any transaction that is eventually being rejected, reversed or cancelled for whatever reason; or
 - (e) any transaction whose related transaction data is not received or obtained by OCL from the relevant Participating Merchant when OCL conducts data processing for fulfilment of Cash Rebate Reward under this Promotion.
 - 6.3.3 Where the Eligible Octopus malfunctions, or the Eligible Octopus is lost or stolen, or the Eligible Octopus is suspended, terminated or cancelled, or becomes invalid for whatever reason(s) during the Promotion Period, any and all transaction(s) made through and/or recorded on such malfunctioned, lost, stolen, suspended, terminated, cancelled or invalid Eligible Octopus during the Promotion Period

will not be considered as Eligible Retail Transaction(s).

6.3.4 The time of completing an Eligible Retail Transaction and the value thereof received by OCL from the relevant Participating Merchants shall be final and conclusive for the purpose of this Promotion, including, but not limited to, for determining the eligibility for the Cash Rebate Reward under Clause 6.2.

6.4 The Cash Rebate Reward is limited and will be offered on a first-come-first-served basis, to the first 55,000 Eligible Retail Transactions based on the time of completing the Eligible Retail Transaction during the Promotion Period, that is, a maximum of 55,000 Cash Rebate Rewards amounting to HK\$1,100,000 top-up value to the Eligible Octopus (the “**Cash Rebate Reward Limit**”). No Cash Rebate Reward will be offered once the Cash Rebate Reward Limit is reached.

7. Collection details of Cash Rebate Reward

7.1 The Cash Rebate Reward will be made available for collection from the third (3rd) day onwards after the completion of each relevant Eligible Retail Transaction, up to and including 14 February 2025 (“**Collection Period**”).

7.2 The Cash Rebate Reward shall be made available for collection via Octopus App or Octopus Service Points. You must follow the steps set out on the official website of OCL at https://www.octopus.com.hk/collection_en to collect the Cash Rebate Reward. For the locations of the Octopus Service Points, please refer to <https://www.octopus.com.hk/en/consumer/card-replacement/octopus-service-points/index.html>. At the time of collecting the Cash Rebate Reward at an Octopus Service Point, you should follow the instructions shown on the screen of the Octopus Service Point to enable the Cash Rebate Reward to be credited to your Eligible Octopus.

7.3 The Cash Rebate Reward cannot be altered, transferred, redeemed or exchanged for cash, other products or services or other electronic value under any circumstances whatsoever.

7.4 Nothing in these Terms and Conditions shall oblige OCL to notify you of the availability of the Cash Rebate Reward or the forfeiture of the Cash Rebate Reward. Nevertheless, if you have registered the Eligible Octopus on the Octopus App and opted-in to receive push notifications in Octopus App, you will be notified by push notification through Octopus App during the Collection Period of the Cash Rebate Reward through Octopus App.

7.5 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\$1,000 or HK\$3,000 (as applicable). If the applicable Stored Value Limit has been reached at the time of collecting the Cash Rebate Reward, you must spend such amount of stored value in the relevant Eligible Octopus that is of a value not less than that of the Cash Rebate Reward before you will be able to collect the Cash Rebate Reward again within the Collection Period.

8. The Cash Rebate Reward will be forfeited automatically without notice:

8.1 in the event that the Cash Rebate Reward is not collected within the Collection Period;

8.2 if the relevant Eligible Octopus malfunctions, is suspended or cancelled, or is no longer valid for whatever reason(s) at any time prior to or at the time of collection of the Cash Rebate Reward.

9. In the case of any fraud or rejection, reversal or cancellation of any Eligible Retail Transaction in respect of which the Cash Rebate Reward has been collected, OCL shall have the sole and absolute right to charge you an amount that is equivalent to the value of such Cash Rebate Reward without prior notice, and under no circumstance shall you have any claim against OCL whatsoever.

10. General

10.1 No claim can be made against OCL in relation to any aspect of this Promotion 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.

10.2 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 Cash Rebate Reward.

10.3 OCL has the sole and absolute discretion to modify these Terms and Conditions at any time, which shall be effective immediately upon posting on OCL’s website at <https://www.octopus.com.hk>.

- 10.4 OCL's decisions in relation to any and all aspects of this Promotion shall be final and conclusive.
- 10.5 OCL is not the supplier of the goods and/or services sold and/or supplied by the Participating Merchant(s) 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 the Participating Merchant(s) shall be referred to the relevant Participating Merchant(s).
- 10.6 Subject to Clause 10.5 above, any enquiries or disputes concerning this Promotion must be made to OCL on or before **14 March 2025** 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).
11. Personal Information Collection Statements
- 11.1 You agree that the Octopus number of your Eligible Octopus collected in connection with this Promotion or the Cash Rebate Reward will be used and retained by OCL for the purpose of this Promotion for (a) identifying and verifying your eligibility to participate in this Promotion, (b) notifying you of the Cash Rebate Reward, (c) fulfilling the Cash Rebate Reward and (d) handling any enquiries or resolving any disputes.
- 11.2 Without limiting OCL's rights under the Privacy Policy, by participating in this Promotion, you agree that the Octopus number of your Eligible Octopus and the corresponding transaction information of the Eligible Retail Transactions 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 receiving the Cash Rebate Reward, (b) notifying you of the Cash Rebate Reward, (c) fulfilling the Cash Rebate Reward and (d) handling any enquiries or resolving any disputes.
- 11.3 You will be required to provide your name, contact information (namely, telephone number and/or address), the Octopus number the relevant Eligible Octopus and/or information relating to the transaction in dispute to OCL when making an enquiry or lodging a dispute in relation to this Promotion. If you fail to provide the aforesaid information, OCL may not be able to process your enquiry or dispute.
- 11.4 Information collected, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by **14 April 2025**.
12. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
13. No person other than the holder of an Eligible Octopus and OCL shall have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provisions of these Terms and Conditions.
14. In case of any inconsistency or discrepancy between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.