

MTR x Easy Earn x LUBUDS® Group
“Take 10 Rides, Get HK\$30 Dining Discounts!” Promotion
Terms & Conditions

1. This “MTR x Easy Earn x LUBUDS® Group – Take 10 Rides, Get HK\$30 Dining Discounts Promotion” (this “**Promotion**”) is open to you, as a customer of OCL and an Octopus Loyalty Account Holder, 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, Terms of Use of Octopus App, Terms and Conditions for Octopus Easy Earn Scheme and other terms and conditions of use published by OCL at www.octopus.com.hk and/or in Octopus App, as amended from time to time, shall apply to this Promotion.
5. “**Octopus**”, “**Octopus Wallet**” and “**Personalised**” 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 Earn Scheme**”, “**Octopus Loyalty Account**” and “**Octopus Loyalty Account Holder**” referenced in these Terms and Conditions are defined in the Terms and Conditions for Octopus Easy Earn Scheme.
6. Promotion Details
 - 6.1 This Promotion shall start at **00:00 on 1 July 2024** (Hong Kong time) and end at **23:59 on 28 July 2024** (Hong Kong time) (both dates inclusive) (the “**Promotion Period**”).
 - 6.2 Subject to these Terms and Conditions, if you, during the Promotion Period:
 - 6.2.1 are an Octopus Loyalty Account Holder (whether existing or newly joined); and
 - 6.2.2 have an adult type Octopus (other than a Personalised Octopus with “Student Status”) (the “**Linked Octopus**”) linked to your Octopus Loyalty Account (the “**Eligible Octopus Loyalty Account**”) before completing an Eligible Transaction (as defined in Clause 6.3 below); and
 - 6.2.3 have used your Linked Octopus to complete at least 10 Eligible Transactions cumulatively, you will be an “**Eligible Customer**” and will be eligible to receive an e-coupon of face value of HK\$30 issued by Lubuds Management Workshop Limited (the “**Merchant**”) which can be used upon spending of HK\$300 or above at any LUBUDS® Group restaurants (excluding Luma and Blooms Coffee Wan Chai BMW branch) (the “**Promotion Offer**”), to the Eligible Octopus Loyalty Account in accordance with the schedule set out in Clause 7.1 below and subject to such terms and conditions as may be imposed by the Merchant as referred to in Clause 7.3 below.
- 6.3 Eligible Transaction
 - 6.3.1 An “**Eligible Transaction**” refers to a successful payment transaction (inclusive of a HK\$0 transaction) completed at any time during the Promotion Period using the Linked Octopus on transportation services operated by MTR Corporation Limited (“**MTR**”) (excluding high speed rail).
 - 6.3.2 An Eligible Transaction does not include any of the following:
 - (a) a transaction that is eventually being rejected, reversed or cancelled for whatever reason; or

(b) a transaction whose related transaction data is not received or obtained by OCL from MTR when OCL conducts data processing for fulfilment of Promotion Offer under this Promotion.

6.3.3 Where the Linked Octopus malfunctions, lost or stolen or the Linked Octopus and/or the Octopus Loyalty Account 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 Linked Octopus during the Promotion Period will not be considered as Eligible Transaction(s).

6.3.4 The time of completing the Eligible Transactions as recorded in the transaction data received by OCL from MTR shall be final and conclusive for the purpose of this Promotion.

6.3.5 For the avoidance of doubt, subject to the Terms and Conditions for Octopus Easy Earn Scheme and limit as set out by OCL in Octopus App from time to time, you may link another Octopus to your Octopus Loyalty Account during the Promotion Period, and upon the completion of change of linked Octopus in respect of your Octopus Loyalty Account, such Octopus will be the Linked Octopus. Eligible Transaction(s) using the previously linked Octopus will also be taken into account in the calculation of the aggregate number of Eligible Transactions in respect of your Octopus Loyalty Account for determining the eligibility of the Promotion Offer in Clause 6.2.

6.3.6 Each Eligible Customer will be entitled to receive one Promotion Offer once only in this Promotion.

6.3.7 The Promotion Offer is limited and will be offered on a first-come-first-served basis to the first 1,500,000 Eligible Customers (the "**Promotion Offer Limit**") according to the time of fulfilment of all eligibility criteria in Clause 6.2. The time of fulfilment of all eligibility criteria in Clause 6.2 by an Eligible Customer 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.

7. Issue of Promotion Offer

7.1 The Promotion Offer will be automatically issued to the Eligible Octopus Loyalty Account according to the schedule below:

Period during which an Eligible Customer fulfils all of the eligibility criteria in Clause 6.2	Date of issue of Promotion Offer
1-7 July 2024	12 July 2024
1-14 July 2024	19 July 2024
1-21 July 2024	26 July 2024
1-28 July 2024	2 August 2024

7.2 Nothing in these Terms and Conditions shall oblige OCL to notify you the availability of the Promotion Offer or the forfeiture of any Promotion Offer. Nevertheless, OCL may issue push notifications through the Octopus App after the Promotion Offer is issued to the Eligible Octopus Loyalty Account if you have opted-in to receive push notifications in the Octopus App before such issue.

7.3 No Promotion Offer can be redeemed for cash or exchanged for other products and/or services under any circumstances whatsoever. For use of the e-coupon, the validity period and other additional terms and conditions that may be imposed by the Merchant on the Promotion Offer, please refer to the terms and conditions of the Promotion Offer as set out by the Merchant in the Eligible Octopus Loyalty Account.

8. Forfeiture of Promotion Offer

- 8.1 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:
- 8.1.1 if the Octopus Wallet linked to the Eligible Octopus Loyalty Account and/or the Eligible Octopus Loyalty Account is suspended, terminated or cancelled, or is no longer valid for whatever reason(s); or
 - 8.1.2 in the event that the Octopus Wallet linked to the Eligible Octopus Loyalty Account is not connected to any mobile device or the Octopus App has been uninstalled from the relevant mobile device.
- 8.2 In the case of any fraud or rejection, reversal or cancellation of Eligible Transaction in respect of which the Promotion Offer has been issued, OCL shall have the sole and absolute right to debit from the Linked Octopus an 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

9. 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 OCL 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 whatsoever arising out of or in connection with this Promotion.
10. 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.
11. OCL's decisions in relation to any and all aspects of this Promotion shall be final and conclusive and binding on all parties.
12. 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.
13. OCL is not the supplier of the goods and/or services to be sold and/or provided under the Promotion Offer 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 Merchant (including LUBUDS® Group restaurants) and the other merchants as stated on the Promotion Offer shall be referred to the Merchant.
14. Subject to Clause 13 above, any enquiries or disputes concerning this Promotion must be made to OCL on or before **27 August 2024** by post to Customer Service, Octopus Cards Limited at 46/F, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong, by calling Octopus Customer Service Hotline (no.: 2266 2222).
15. Personal Information Collection Statements
- 15.1 Without limiting OCL's rights under the Privacy Policy, by participating in this Promotion, you agree that the Octopus Wallet number of the Eligible Octopus Loyalty Account, Octopus number of the Linked Octopus as well as the corresponding transaction data of the Eligible Transactions retrieved by OCL from its system information for the purpose of this Promotion will be used and retained by OCL for (a) identifying and verifying your eligibility to participate in this Promotion; (b) fulfilling the Promotion Offer; (c) sending notification; and (d) handling any enquiries or resolving any disputes in relation to this Promotion.
- 15.2 You will be required to provide your name, contact information (namely, telephone number and/or address), the Octopus Wallet number of the Eligible Octopus Loyalty Account, the Octopus number of the Linked Octopus 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 information, OCL may not be able to process your enquiry or dispute.

- 15.3 Information collected, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by **26 September 2024**.
16. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
17. No person other than the Eligible Customer 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.
18. 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.