



Terms and Conditions for Octopus Rewards Programme

YOUR ATTENTION IS DRAWN TO THE PERSONAL INFORMATION COLLECTION STATEMENT AT CLAUSE 6

1. Terms and Conditions

These Terms and Conditions are effective from 7 March 2013 for all Members.

2. Introduction

- 2.1 These Terms and Conditions are a contract between you, our Member, and us, Octopus Rewards Limited, the operator of a consumer reward and targeted offers programme (which we will refer to as “**Octopus Rewards programme**” or the “**Programme**”) operated in association with a number of other organisations (collectively referred to as “**Our Partners**”).
- 2.2 These Terms and Conditions explain our obligations to you and yours to us. While they apply to all our main services, they may be complemented or changed by particular terms and conditions for certain services which you may use or participate in.
- 2.3 There are a few terms in these Terms and Conditions that we should explain:
- (a) “Benefits” – Depending on the information provided by you in accordance with Clause 4.1 and with your consent, this may include Reward\$, promotions and other carefully selected offers that you may receive from us;
 - (b) “Cardholders” – Any person holding or using an Octopus card or product (product includes (a) a consumer item incorporating Octopus Cards Limited’s technology such as watch, phone cover, keyring etc.; and (b) any electronic purse incorporating our technology) (which we will refer to as “*Octopus*” below) or any person to whom an *Octopus* is issued and who has registered under the Programme;
 - (c) “Conditions of Issue” – The Conditions of Issue of Octopus published by Octopus Cards Limited (“OCL”) as amended from time to time, which can be obtained from OCL or downloaded from OCL’s website at www.octopus.com.hk;



- (d) “Hong Kong” – The Hong Kong Special Administrative Region of the People’s Republic of China;
- (e) “Marketing Subjects” – They are promotional offers of Octopus Cards Limited’s products and services, and Reward\$ issuance and/or redemption offers from Our Partners who provide you with products, facilities or services in the following classes (whether through physical or online channels):
 - i. Consumer products and services (fuel, health & beauty, personal care, shoes, wet markets);
 - ii. Entertainment/recreation;
 - iii. Financial, banking and credit cards;
 - iv. Online auction, lifestyle information, group buying, purchase, trading and payment platforms;
 - v. Retail (alcoholic beverages, apparel, bakery, electronics, food and beverages, pets related, shopping malls, supermarkets);
 - vi. Telecommunications; and
 - vii. Transportation and travel;
- (f) “Member” – Any person who has registered as a member of the Programme by providing information in accordance with Clause 4.1 and activating his/her Membership *Octopus*;
- (g) “Membership *Octopus*” – This is the *Octopus* you hold that you have registered in the Programme by providing the number of that *Octopus*. The number of your Membership *Octopus* will be your Membership ID for the Programme;
- (h) “Octopus PC Reader Service” – This is the service where you may activate the Octopus Rewards functions on your Membership *Octopus* and check the balance of the Reward\$ on your Membership *Octopus* through our website at www.octopusrewards.com.hk by using an Octopus PC Reader which is connected to your own personal computer;
- (i) “Octopus Rewards Activation” – This is the activation of the Octopus Rewards functions on your Membership *Octopus* by visiting one of our Octopus Rewards Stations or our website at www.octopusrewards.com.hk by using Octopus PC Reader Service;
- (j) “Octopus Rewards Stations” – These are servicing points that provide services relating to Octopus Rewards Activation, Reward\$ balance enquiries and Reward\$ downloads;



- (k) “Our Partners” – They are our business partners who wish to offer you benefits and targeted offers (“**Our Issuing Partners**”) or redemption offers (“**Our Redemption Partners**”), currently as listed on the leaflet attached to this registration form and updated from time to time on our official website at www.octopusrewards.com.hk. Most of Our Partners will offer Reward\$ issuance, some will offer Reward\$ redemption and some will offer both Reward\$ issuance and redemption; and
- (l) “Reward Dollars” or “Reward\$” or “R\$” – This is a standard Benefit issued and recognised under the Octopus Rewards programme that you can use for the redemption of certain products, facilities and services with Our Redemption Partners.

3. General Benefits and Offers

- 3.1 We operate the Octopus Rewards programme in conjunction with Our Partners.
- 3.2 The Programme is only open to Cardholders of selective Octopus cards or products as we shall specify from time to time. In addition, if you are aged 11 or below and wish to register, you will need your parent or legal guardian to sign on your behalf on your registration form. If you are aged between 12 to 18 years old and wish to register using an *Octopus* which is not a *Bank Issued Octopus*, you will need your parent’s or legal guardian’s approval before completing the registration form. If you are a holder of a *Bank Issued Octopus*, you should refer to the policies and procedures set out by the issuing bank or financial services company for registering in the Programme.
- 3.3 By registering in the Programme, you will receive Reward\$ from Our Partners. You will also receive carefully selected offers from us if you have provided your consent to us in using your personal data including, *Octopus* number (only partial number will be displayed in our marketing materials), email address and/or contact number in the form of SMS (Short Messaging Service) or text messaging in direct marketing in accordance with Clause 6.2. You may opt out of receiving direct marketing materials from us or request us to cease to use your contact information either generally or selectively in direct marketing by notifying us in accordance with Clause 6.6.

4. Registration and Octopus Rewards Activation

- 4.1 To become a Member of the Octopus Rewards programme, you will need to complete a registration form and provide certain personal data and the number of the *Octopus* that you wish to be your membership ID for the Programme.



- 4.2 Following registration, you will normally need to activate your Membership *Octopus* through one of our Octopus Rewards Stations which offers the Octopus Rewards Activation service or our website at www.octopusrewards.com.hk by using Octopus PC Reader Service. An up-to-date list of the locations of the Octopus Rewards Stations is available on our website at www.octopusrewards.com.hk. Until you activate your Membership *Octopus*, you will not be entitled to the Benefits of the Programme.
- 4.3 The information with which you provide us when you register as a Member and when you use your Membership *Octopus* will help us to make carefully selected offers that we believe will be of interest and value to you.
- 4.4 Octopus Rewards Limited has the sole and absolute discretion to reject your registration as a Member. You understand that by being a Member you will not automatically be entitled to the lost *Octopus* service provided by OCL under the Conditions of Issue. You will only be able to recover your Reward\$ if your Membership *Octopus* is provided with the Personalised *Octopus* service provided by OCL or you are a user of the Automatic Add Value Service.
- 5. Earn and Redeem Reward\$**
- 5.1 The first Benefit Our Partners will reward you with is Reward\$.
- 5.2 Our Issuing Partners will reward you with Reward\$ irrespective of how you pay for products, facilities or services (whether by *Octopus*, cash, credit card, debit card or cheque). The issuance of Reward\$ is therefore not limited to purchases made with *Octopus* (unlike credit card bonus point schemes where you only receive points if you pay with that credit card).
- 5.3 Our Partners will determine which purchases will be entitled to Reward\$ (and at what rate) and which products, facilities and/or services will be eligible for redemption of Reward\$.
- 5.4 Reward\$ can be redeemed for certain products, facilities and services at Our Redemption Partners. The products, facilities and/or services provided for redemption are the sole responsibility of Our Redemption Partners and we have no responsibility whatsoever in respect of those redeemed products, facilities and services.
- 5.5 Reward\$1 is exchangeable for products, facilities or services at Our Redemption Partners' outlets at a rate of Reward\$1, which equals to not less than one Hong Kong dollar's worth of products, facilities or services.



- 5.6 Reward\$ have no monetary value and cannot be exchanged or redeemed in any way for cash or other electronic value (such as value stored on the *Octopus*).
- 5.7 We cannot control each specific exchange in Our Partners' offers of Reward\$ issuance and/or redemption in the Octopus Rewards programme. Our Partners will give you clear information and explanation of the Benefits provided by them.
- 5.8 To earn or redeem Reward\$ at Our Partners' outlets, your Membership *Octopus* must be presented to Our Partners for issuance and redemption of Reward\$. In some cases, e.g. over the Internet, you may need to quote your Membership *Octopus* number to Our Partners.
- 5.9 In the event that your Membership *Octopus* is not used to earn or redeem Reward\$ for a specified period (currently, 1,000 days), we will, for your own and our protection, deem your Membership *Octopus* to be no longer in use, and we will have the right to deactivate your Membership *Octopus*.
- 5.10 As the Octopus Rewards programme operates through Our Partners' systems and also relies on communication networks, electricity networks etc. which are beyond our control, we cannot always ensure that the Programme operates at all times. However we will make all reasonable efforts to ensure our system supports Our Partners' operations in connection with the Programme.
- 5.11 Benefits, including Reward\$ issued during one-off promotions (e.g. during a partner's launch) will be governed by the rules of the specific promotion and may expire after the end of that promotion period.
- 5.12 Reward\$ or any benefits are personal to an individual Member and cannot be transferred or assigned to others. You should not transfer your Membership *Octopus* to another person once it is registered with the Programme.
- 5.13 Your Membership *Octopus* can store up to a current maximum amount of Reward\$1,000. Any changes to this maximum will be announced on our website, www.octopusrewards.com.hk. Once the maximum amount is reached, no further Reward\$ can be loaded on your Membership *Octopus* until Reward\$ are redeemed.
- 5.14 The latest Reward\$ balance on your Membership *Octopus* and any amounts earned/redeemed will be shown on your purchase receipts at Our Partners. Any questions relating to a particular transaction should be referred to the staff of Our Partners at the time of the relevant transaction. We are not able to provide you with Reward\$ related transaction records or history enquiries.



6. **Personal Information Collection Statement relating to you (this “Notice”) in accordance with the Personal Data (Privacy) Ordinance (the “Ordinance”)**
- 6.1 **The Ordinance governs the collection, holding, processing and use of your personal data and other information that we may collect from time to time (the “Data”). This Data is to enable us to provide our services to you. Further information is set out in our Privacy Policy located at: www.octopusrewards.com.hk. If you do not provide your personal data to us, we may be unable to provide you with some of our services, such as receiving promotional information about us or Our Partners.**
- 6.2 **Direct Marketing: We intend to use your *Octopus* number (only partial number will be displayed in our marketing materials), email address and/or contact number in the form of SMS (Short Messaging Service) or text messaging in sending direct marketing materials relating to the classes of Marketing Subjects to you from time to time. We may not so use your Data unless we have received your consent. You may provide us with your objection to use your Data in direct marketing by “ticking” the appropriate boxes in the registration form at no cost to you.**
- 6.3 **Only with your consent as aforesaid, we will use your Data in providing you with carefully selected direct marketing materials in relation to the Marketing Subjects. We may need to carry out internal operational procedures to enable us:**
- (a) **to better understand your characteristics and to provide other services better tailored to your needs (such as offering special promotions to you);**
 - (b) **to assist us in selecting products and services that are likely to be of interest to you;**
 - (c) **to establish whether you already have a relationship with Our Partners; and**
 - (d) **to arrange marketing offers and Benefits.**
- 6.4 ***Purpose:* You agree that your Data may be used by us for:**
- (a) **processing your registration for Membership *Octopus*;**



- (b) providing you with regular customer notifications and direct marketing materials as set out in Clause 6.2 above;
- (c) the management, operation and maintenance of the Programme, including audit and exercising our and your rights under these Terms and Conditions;
- (d) designing new or improving existing services provided by us and Octopus Cards Limited;
- (e) investigation of complaints, suspected suspicious transactions and research for service improvement;
- (f) prevention or detection of crime; and
- (g) disclosure as required by law, rules, regulations, codes and/or guidelines.

6.5 Transfer: Data will be kept confidential by us, but you agree that for the purpose(s) set out in Clauses 6.3 and 6.4, we may transfer or disclose such information to the following parties within Hong Kong (except that the parties set out in Clause 6.5(a) below may be located outside Hong Kong):

- (a) our agents or contractors under a duty of confidentiality to us who provide administrative, telecommunications, computer, payment, data processing or other services to us in connection with the operation of our business (such as professional advisors, call centre service providers, gift redemption centres, or data entry companies);
- (b) our subsidiaries and/or our affiliates which owe a duty of confidentiality to us; and
- (c) 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 we, our subsidiaries and/or our affiliates are under a binding obligation to make disclosure under the requirements of any laws, 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.

For avoidance of doubt, we will not transfer or disclose your Data to third party including our subsidiaries, our affiliates and/or Our Partners for use by such third party in direct marketing.

6.6 Access: You have the right to:



- (a) check whether we hold your Data and to have access to that Data;
- (b) require us to correct any Data which is inaccurate;
- (c) ascertain our policies and practices in relation to the Data and to be informed of the kind of Data held by us; and
- (d) request us not to use your Data for direct marketing purposes as described in Clauses 6.2 and 6.3 above, in which case we will cease to do so at no cost to you.

6.7 Any Data access request should be made in writing to:

The Data Protection Officer
Octopus Rewards Limited
46/F, Manhattan Place
23 Wang Tai Road
Kowloon Bay
Kowloon
Hong Kong
Email: dpo@octopus.com.hk

We reserve the right to charge you a reasonable fee for complying with any request for access to your Data.

6.8 If you change any of your personal details or your Membership *Octopus*, or if at any time you do not want to receive direct marketing materials from us through specific channel or all channels in the future, or if you want us to cease using any of your Data in direct marketing, you may contact us by the following means at no cost to you:

- (a) call Octopus Rewards Customer Service Hotline on 3690 1313; or
- (b) opt out via our website at www.octopusrewards.com.hk; or
- (c) write to our Data Protection Officer at the address or email as stated above.

6.9 Nothing in this Notice shall limit your rights under the Ordinance.

7. Malfunction / Loss of Membership *Octopus*



- 7.1 If your Membership *Octopus* malfunctions due to no fault of yours and you have not damaged or tampered with it in any way, you may recover any Benefits (including Reward\$) by returning your Membership *Octopus* to an OCL's Authorised Service Centre (an up-to-date list of which is available at www.octopus.com.hk) as described in the Conditions of Issue except if your Membership *Octopus* is a *Bank Issued Octopus*. In that case, you should contact the issuing bank or financial services company for replacement and transfer of any Benefits.
- 7.2 If your Membership *Octopus* is provided with Personalised *Octopus* service or you are a user of the Automatic Add Value Service and your Membership *Octopus* is lost or stolen, in addition to the lost *Octopus* service provided by OCL as described in the Conditions of Issue, you will be able to recover any remaining Reward\$ after the Notification Period as described in the Conditions of Issue by calling Octopus Rewards Customer Service Hotline at 3690 1313. You should also notify Lost *Octopus* Reporting Hotline immediately by calling 2266 2266 if your *Octopus* is lost or stolen except if your Membership *Octopus* is a *Bank Issued Octopus*. In that case, you should contact the issuing bank or financial services company.
- 7.3 If your Membership *Octopus* needs to be replaced for any reason(s) as specified by us from time to time, the replacement *Octopus* will be your replacement Membership *Octopus* and the Reward\$ balance will be transferred to your replacement Membership *Octopus*.
- 7.4 In determining the Reward\$ to be transferred to your replacement Membership *Octopus*, the records held by us shall be treated as conclusive evidence of the amount of the Reward\$ except for any manifest error on our part.
- 7.5 The recovered Reward\$ as mentioned in Clauses 7.1 and 7.2 above will only be transferred into an *Octopus* that you select as to be your replacement Membership *Octopus*. If you do not do so, your Octopus Rewards programme Membership will be closed and your Reward\$ will be forfeited.

8. Return or Cancellation of your Membership *Octopus*

If you return (other than due to malfunction as described under Clause 7.1) or cancel your Membership *Octopus*, the Reward\$ as recorded on your Membership *Octopus* will be forfeited and your Octopus Rewards programme Membership will be closed.

9. New Services



We may provide you with new services associated with your Membership *Octopus* 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.

10. Miscellaneous

- 10.1 If you breach or we have reasonable ground to believe that you have breached these Terms and Conditions, the Conditions of Issue and/or any applicable terms and conditions of any new services mentioned in Clause 9 above, we may suspend or terminate your Membership *Octopus*, forfeit your Benefits including Reward\$ and seek to recover any damages that your breach may have caused to us, OCL and/or Our Partners.
- 10.2 You must not tamper with your *Octopus* (including, but not limited to, the software and the data recorded on the *Octopus*) in any way. Tampering with the data on *Octopus* may be a criminal offence. We shall not honour any transactions and any Benefits, including Reward\$, if your *Octopus* has been tampered with.
- 10.3 We have the right to recover reasonable costs, expenses, losses and damages suffered or incurred by us (including all reasonable legal expenses) as a result of your altering or interfering, or allowing a third party to alter or interfere, with the data on your *Octopus*.
- 10.4 We may make changes to these Terms and Conditions from time to time. A copy of the latest version of these Terms and Conditions will be available on our website at www.octopusrewards.com.hk.
- 10.5 Save and except for the defined terms in these Terms and Conditions, all other terms shall follow the definition in the Conditions of Issue.

11. English Version Prevails

If there is any inconsistency or conflict between the English and Chinese versions of these terms and conditions, the English version shall prevail.

12. Governing Law

These Terms and Conditions shall be governed by the laws of Hong Kong.