

Terms and Conditions for Octopus Easy Earn Scheme

Last updated: 16 May 2022

These Terms and Conditions (these “Terms and Conditions”) are a contract between you, our Octopus Loyalty Account Holder (as defined below), and us, Octopus Cards Limited (“OCL” or “us” or “we”), the operator of an online and mobile loyalty management platform (the “Octopus Easy Earn Scheme”) in respect of your use of the Octopus Easy Earn Scheme. Please read these Terms and Conditions and the Conditions of Issue of Octopus (as amended from time to time) (the “Conditions”) carefully before using the Octopus Easy Earn Scheme. By registering to use the Octopus Easy Earn Scheme, you are deemed to have read and understood, and agree to be bound by the Conditions and these Terms and Conditions.

1. Definition

Unless otherwise defined, these terms should have the following meanings:

- (a) “Octopus Loyalty Account” means a loyalty account applied for by an Octopus Wallet Holder (as defined in the Conditions) with and approved by us in respect of the Octopus Easy Earn Scheme;
- (b) “Octopus Loyalty Account Holder” means a holder of the Octopus Loyalty Account;
- (c) “Eligible Octopus” means any type of Octopus (as defined in the Conditions);
- (d) “Merchant Member” means an Octopus Loyalty Account Holder who has registered as a member of a Merchant as approved by such Merchant in respect of the Program organised by such Merchant;
- (e) “Merchant” means our business partner who wishes to offer you as its Merchant Member such Rewards under its Programs through the Octopus Easy Earn Scheme, which the list of Merchants will be updated by OCL from time to time;
- (f) “Merchant Terms and Conditions” means such additional terms and conditions (including but not limited to privacy policy, personal information collection statement, terms and conditions) that the relevant Merchant may issue for or in relation to its Program(s);
- (g) “Program” means the consumer reward or loyalty program organised by a Merchant; and
- (h) “Rewards” means the offers, incentives or any other types of rewards offered under the Program organised by the relevant Merchant through the Octopus Easy Earn Scheme.
- (i) “Required Information” refers to the information required to be provided to OCL by an Octopus Wallet Holder for registration of the Octopus Loyalty Account, including Eligible Octopus number, Octopus Wallet number, mobile phone number and email address.
- (j) “Service Providers” shall have the meaning ascribed to it in the Conditions of Issue of Octopus.
- (k) “Authorised Partners” shall have the meaning ascribed to it in the Conditions of Issue of Octopus.

2. Eligibility

The Octopus Easy Earn Scheme is only open to Octopus Wallet Holders.

3. Registration

3.1 To use the Octopus Easy Earn Scheme, you will need to register for an Octopus Loyalty Account to become an Octopus Loyalty Account Holder through Octopus Mobile App (as defined in the

Conditions) or such other channels as OCL may announce from time to time. To register for an Octopus Loyalty Account, you are required to provide the Required Information for registration. By applying for registration of the Octopus Loyalty Account, you agree and confirm that the mobile phone number and email address provided by you as the Octopus Wallet Holder and the Octopus Wallet number provided by you under the Required Information, which, together with the number of the Eligible Octopus provided by you under the Required Information will be used for the operation and maintenance of the Octopus Easy Earn Service. The number of the Eligible Octopus provided by you under the Required Information will be used in your participation in each of the Program(s) organised by the relevant Merchant(s) through the Octopus Easy Earn Scheme.

3.2 As an Octopus Loyalty Account Holder, you warrant that (a) you are the holder of the Eligible Octopus, (b) you are the same person registered as an Octopus Wallet Holder, (c) any information you provide, including the Required Information and your personal information, is accurate, complete and up-to-date, and (d) you shall promptly update the information to ensure that any information provided to OCL is accurate, complete and up-to-date.

3.3 Upon successful registration of the Octopus Loyalty Account, you can start selecting such Merchants you wish to apply to become their Merchant Members in order to be able to participate in the Program(s) organised by such Merchants and be entitled to receive the Rewards offered by such Merchants under the Programs, and in each case subject to the relevant Merchant Terms and Conditions as may be imposed by such Merchants for their Programs. You should read the relevant Merchant Terms and Conditions carefully to decide whether to join any Program(s), as you would be bound by those additional terms and conditions when you register and participate in the relevant Programs.

3.4 After you have registered as an Octopus Loyalty Account Holder and Merchant Member(s), you may from time to time receive through your Octopus Loyalty Account Program-related information from such Merchants that you have selected as their Merchant Members. The Merchants' distribution of Program-related information, and their handling of personal data, will be conducted in accordance with the Merchant Terms and Conditions.

3.5 You may change to another Eligible Octopus, which, in such case, the previous Eligible Octopus registered to your Octopus Loyalty Account will be replaced by such subsequent Eligible Octopus upon the completion of change of Eligible Octopus in respect of your Octopus Loyalty Account. Neither OCL nor any of the Merchants accept any responsibility or liability resulting from any change of your Eligible Octopus under the Octopus Easy Earn Service.

3.6 We have the sole and absolute discretion to reject your application for registration of an Octopus Loyalty Account, change of your Eligible Octopus and/or to suspend or terminate your Octopus Loyalty Account at any time.

3.7 Each Merchant has the sole and absolute discretion to reject your registration as a Merchant Member, reject your eligibility to participate in any of its Program, and/or terminate the membership of your Merchant Member at any time.

3.8 In addition to clause 3.6 above, and such other provisions as expressly provided in these Terms and Conditions, we reserve the right to cancel or terminate, or suspend your use of the Octopus Easy Earn Scheme or any of our services at any time without specifying the reasons, but we will take reasonable steps to minimise any inconvenience caused to you.

4. Earn and Credit of Rewards

4.1 A Merchant operates and maintains each of its Programs, and provide Rewards under each such Program through the Octopus Easy Earn Scheme subject to the provisions of the relevant Merchant Terms and Conditions. Each Merchant shall be solely responsible for any and all aspects of each Program, including but not limited to the eligibility of any Merchant Member, mechanics of each Program, handling any of personal data in relation to the Programs, and number of digital stamps required for your entitlement to Rewards. Please read carefully the relevant Merchant Terms and Conditions before registering to become a Merchant Member of such Merchant and/or participating in their Programs. You should contact the Merchant concerned directly in case of any enquiries and/or disputes relating to any of the Rewards, the Programs and/or the relevant Merchant Terms and Conditions concerned.

4.2 Where applicable, the number of digital stamps you are entitled to receive under the relevant Program will, on behalf of the Merchant concerned, be issued to your Octopus Loyalty Account within 1 week after the date of the relevant eligible transaction(s) required for the issuance of the digital stamps in accordance with the relevant Merchant Terms and Conditions.

4.3 The Rewards that you are entitled to receive under the relevant Program will, at the instructions of Merchant concerned, be credited to your Octopus Loyalty Account within 1 week after the date on which the relevant criteria are met in accordance with the relevant Merchant Terms and Conditions.

4.4 In the event of any fraudulent act, rejection, or reversal to the effect that, in the relevant Merchant's sole and absolute decision under the relevant Program, you should no longer be entitled to receive the digital stamps and/or the Rewards, OCL shall, at the instructions of such Merchant, reverse or forfeit any of the digital stamps that have been issued to your Octopus Loyalty Account and/or reverse or forfeit the Rewards that have been credited to your Octopus Loyalty Account, as the case may be, and under no circumstance shall you have any claim against OCL and/or the Merchant concerned whatsoever.

4.5 You acknowledge and agree that the Merchant, and not OCL, is

- (a) the issuer of the digital stamps required to receive the Rewards;
- (b) solely responsible for the offer of the Rewards;
- (c) solely responsible for the provision of goods and/or services provided or offered by such Merchant, including but not limited to the Rewards to be credited to you.

Nothing herein constitute a relationship of employment or agency between any of the Merchants and OCL.

4.6 All Rewards are redeemable in its entirety only and may not be redeemed incrementally. You are not allowed to reproduce, sale, resale or trade any of the Reward(s) and any such attempt may result in your Merchant Member being disqualified and, as OCL deems appropriate and at OCL's sole option, your Octopus Loyalty Account suspended or terminated. The Reward must be redeemed for the discounts, goods, service or other means that are specified on the related Merchant Terms and Conditions (collectively, the "Product"). If a Merchant, at its sole right and discretion, allows the Reward to be redeemed for goods and services other than the Product, there will be no entitlement to a credit, cash or new Reward equivalent to the difference between the value

of the Product and the value of the goods and services provided by the Merchant to you upon redemption of the Reward.

4.7 Each Rewards as credited to your Octopus Loyalty Account contains an expiry date. No digital stamps or otherwise will be reimbursed for any expired Reward(s).

4.8 Any attempt by you to redeem a Reward contrary to the Merchant Terms and Conditions and/or these Terms and Conditions will have a Reward reversed or forfeited at OCL's and/or the relevant Merchant's sole and absolute discretion.

4.9 It is at the sole discretion of the Merchant to determine whether the Reward can be combined with any other promotions, vouchers, third party certificates or coupons. Please read carefully the relevant Merchant Terms and Conditions of each Program launched by the relevant Merchant. You should contact the Merchant concerned directly in case of any enquiries and/or disputes relating to any of the Rewards, Programs and/or Merchant Terms and Conditions.

4.10 Under no circumstance will any digital stamps or Rewards, whether lost or stolen whatsoever, be re-issued or reimbursed.

4A. Offers from OCL

4A.1 You may receive new benefits and promotions from OCL relating to OCL's products and services (including use of Octopus (as defined in the Conditions) at OCL's Service Providers (as defined in the Conditions) and use of Octopus Wallet Service (as defined in the Conditions) at our Authorised Partners (as defined in the Conditions)) if you have provided your consent to OCL in using your Eligible Octopus, mobile phone number and/or email address in the form of push notification, SMS (short messaging service) or text messaging in direct marketing in accordance with Clause 7.2. You may opt out of receiving direct marketing materials from OCL or request OCL to cease to use your personal information either generally or selectively in direct marketing by notifying us in accordance with Clause 7.6.

5. Cancellation and Termination of your Octopus Loyalty Account

5.1 You can apply for cancellation of your Octopus Loyalty Account at any time by calling Octopus Customer Service Hotline at (852) 2266 2222 or through such other means as announced by OCL from time to time.

5.2 Your Octopus Loyalty Account will be terminated forthwith upon cancellation or termination of your Octopus Wallet for whatever reason.

5.3 In addition to clauses 3.6 and 3.8 above, we may, at any time and without incurring any responsibility or liability whatsoever, immediately suspend or terminate your Octopus Loyalty Account at our sole and absolute discretion if: (a) you have violated or you are about to violate any applicable laws or regulations, (b) you have committed or you are about to commit a breach of any of these Terms and Conditions or any Merchant Terms and Conditions; or (c) we are of the opinion that the integrity or security of the Octopus Easy Earn Scheme will be jeopardised or compromised by use of your Octopus Loyalty Account.

5.4 Upon cancellation or termination of your Octopus Loyalty Account, as the case may be, any and all unused digital stamps and/or Rewards stored in your Octopus Loyalty Account will be forfeited automatically without notice.

6. Your responsibilities

6.1 Please keep your password for your Octopus Loyalty Account safe at all times. It is recommended that you update your password regularly. Please notify us immediately by calling Octopus Customer Service Hotline at (852) 2266 2222 or through such other means as announced by OCL from time to time if there has been any inappropriate, misuse or unauthorised use of your Octopus Loyalty Account or you have lost your Octopus Loyalty Account.

6.2 You shall fully indemnify and hold OCL harmless from and against any and all actions, proceedings, liabilities, complaints, claims, loss, damages and reasonable costs and expenses (including all reasonable legal fees) which may be taken against OCL or which OCL may suffer, sustain or incur howsoever arising out of or in connection with any unlawful, inappropriate, misuse or unauthorised use of the Octopus Easy Earn Scheme.

7. Personal Information Collection Statement

7.1 To enable OCL to provide the Octopus Easy Earn Scheme to you, you agree that OCL can collect, hold, process and use your personal information and other information, including the Required Information (collectively, the "Data"). If you do not agree to provide the Data to OCL, OCL may not be able to provide with you the services under the Octopus Easy Earn Scheme you request. Other data, including, but not limited to, cookie, IP (internet protocol) address and domain name may be collected during the use of the Octopus Easy Earn Scheme. The Data will be handled in accordance with the Conditions, these Terms and Conditions and OCL's Privacy Policy posted on the OCL website.

7.2 You agree that we may collect, use, process, or retain any of the Data for such purposes, including, without limitation, one or more of the following:

- (a) providing the Octopus Easy Earn Scheme to you, maintaining and operating the Octopus Easy Earn Scheme;
- (b) providing you with customer notifications and/or direct marketing materials as set out in Clause 7.3;
- (c) conducting customer due diligence as required by law, rules, regulations, codes or guidelines;
- (d) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);
- (e) investigation of complaints or suspected suspicious transactions, and research for service improvement;
- (f) prevention or detection of crime; and
- (g) disclosure as required by law, rules, regulations, codes or guidelines.

7.3 Direct Marketing: We intend to use the Required Information under your Data, which you provide when you register as an Octopus Loyalty Account Holder and when you use the Octopus Easy Earn Scheme, in the form of push notifications via Octopus Mobile App, SMS (short messaging service) and/or email in sending direct marketing materials providing offers and promotions relating to OCL's products and services (including the Octopus Easy Earn Scheme and use of Octopus at our **Service Providers** and use of Octopus Wallet Services at our **Authorised Partners**) 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 personal data via Octopus Mobile App (under "Direct Marketing" setting) and/or such other channels as we may announce from time to time at no cost to you.

7.4 Only with your consent as aforesaid, we will use your Data in providing you with carefully selected direct marketing materials, offers and promotions relating to OCL's products and services (including use of Octopus at OCL's Service Providers and use of Octopus Wallet Service at our Authorised Partners). 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; and
- (c) to arrange marketing offers and benefits.

7.5 Your Data will be kept confidential by us, but for the purposes set out in Clause 7.2, we may transfer or disclose the Data to the below parties within Hong Kong (except that the parties set out in (a) may be located outside Hong Kong):

- (a) our agents or contractors under a duty of confidentiality to us who provide administrative, telecommunications, computer, anti-money laundering and counter terrorist financing intelligence, payment, data processing or other services to us in connection with the operation of our business (such as professional advisors, call centre service providers, debt collection agencies (in the event you own us any money), courier, 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 satisfy a legally enforceable demand for 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 the avoidance of doubt, we will not transfer or disclose your personal data to the Merchants, our subsidiaries and/or our affiliates for direct marketing use by such third party. Further, we will not transfer or disclose your personal data to Merchants in the handling of your enquiries or request unless we have received your consent.

7.6 You have the right to:

- (a) check whether we hold your Data and 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 7.2 and 7.3 by updating your direct marketing preference under “Direct Marketing” setting in your Octopus Mobile App or through such other means as announced by OCL from time to time, in which case we will cease to do so at no cost to you. You may update your direct marketing preference under “Direct Marketing” setting in your Octopus Mobile App any time.

7.7 We will charge you a reasonable fee for complying with any request for access to your Data.

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

The Data Protection Officer
Octopus Cards Limited
46/F, Manhattan Place
23 Wang Tai Road
Kowloon Bay
Kowloon
Hong Kong

Email: dpo@octopus.com.hk

8. Disclaimer of Liabilities

8.1 You acknowledge and agree that your registration and participation in the Programs, and your interactions, dealings, activities and/or transactions with the relevant Merchants, will be exercised on your independent judgment and entirely at your own risks. OCL does not hold or accept any responsibility or liability of any kind, nature or character whatsoever or howsoever arising or resulting from or in connection with (i) your application to register, registration, participation and/or conduct in any or all of the Programs, (ii) any interactions, activities, dealings and/or transactions between you and any or all of the Merchants, (iii) any activities and/or decisions of any or all of the Merchants, and/or (iv) any or all of the Merchant Terms and Conditions. Any enquiries and/or disputes (whether contractual or non-contractual) that you may have for or in connection with any Rewards, goods and/or services of Merchants, the Programs and/or the Merchant Terms and Conditions should be raised and resolved directly with the relevant Merchants concerned.

8.2 You agree and acknowledge that each Merchant is solely responsible for the provision of the Rewards, goods and services offered by such Merchant to you, and OCL shall have no responsibility or liability to you and/or any person whatsoever in respect of any of the Rewards, goods and/or services provided by any Merchant.

8.3 In no event shall OCL be liable, whether in contract (including intentional breaches), tort (including negligence), statutory or otherwise, for any loss or damage of any kind, nature or character whatsoever arising from or in connection with use of the Octopus Easy Earn Scheme. For avoidance of doubt, nothing under these Terms and Conditions operates to exclude OCL from any liability that it cannot lawfully exclude under applicable laws, such as liability for death or personal

injuries caused by OCL's own negligence.

9. New Services

We may provide you with new services associated with your Octopus Loyalty Account 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. We will notify you of any such updates or changes to these Terms and Conditions through Octopus Mobile App and/or such other channels as OCL may announce from time to time.

10. Miscellaneous

10.1 You must not tamper with your Octopus, Octopus Mobile App and/or Octopus Loyalty Account (or any component thereof, including, but not limited to, the software and the data recorded on the Octopus or/and the Octopus Mobile App) in any way. Tampering with the data on Octopus and/or Octopus Loyalty Account may be a criminal offence. We shall not honor any transactions and any Rewards, including e-stamps, if your Octopus and/or Octopus Loyalty Account has been tampered with.

10.2 We have the right to recover reasonable costs, expenses, losses and damages suffered or incurred, and/or may be suffered or incurred by us (including all reasonable legal expenses) as a result of your use of the Octopus Easy Earn Scheme, your breach of any of these Terms and Conditions and/or your altering or interfering, or allowing a third party to alter or interfere, with the data on your Octopus, Octopus Mobile App and/or Octopus Loyalty Account.

10.3 We may make changes to these Terms and Conditions from time to time by posting the revised/updated version on Octopus Mobile App and/or through such other channels as OCL may announce from time to time to notify you of the same, and your use of the Octopus Easy Earn Scheme following any such amendments constitutes your agreement to be bound by these Terms and Conditions. If you do not agree with any such revised/updated Terms and Conditions, you should not continue to use the Octopus Easy Earn Scheme.

11. Contracts (Rights of Third Parties) Ordinance

These Terms and Conditions shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of these Terms and Conditions which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving rise to or conferring on third parties contractual or other rights (including, but not limited to, the Contracts (Rights of Third Parties) Ordinance) in connection with these Terms and Conditions is hereby expressly excluded. For the avoidance of doubt, nothing in these Terms and Conditions shall affect the rights of any permitted assignee or transferee of these Terms and Conditions.

12. English Version Prevails We have provided a Chinese language translation of these Terms and Conditions for reference only. If there is any inconsistency or conflict between the English and any

Chinese version(s), the English version shall prevail.

13. Governing Law and Jurisdiction These Terms and Conditions shall be governed by the laws of Hong Kong. In the event of any disputes (whether contractual or non-contractual) under or relating to these Terms and Conditions, you and Octopus Cards Limited agree to submit to the exclusive jurisdiction of the courts of Hong Kong.