

八達通日日賞登記表格 Octopus Rewards Registration Form

傳真登記熱線 Registration by Fax: 3690 1111

我的資料 My Information

(請以英文正楷填寫 Please fill in with BLOCK LETTERS)

(*請必須填寫 Required Fields)

八達通卡號碼 Octopus Number* <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> ()		
印於八達通卡背面左上角之九位數字號碼(如適用,請包括括號內的數字) The nine digits printed at the top right hand corner of the card back (including the bracket number if applicable).		
英文姓名(與香港身份證/護照/出生證明書相同) English Name as appeared on HKID / Passport / Birth Certificate*		
姓 Surname	<input type="text"/>	
名 Given Name	<input type="text"/>	
中文姓名(與香港身份證/護照/出生證明書相同) Chinese Name as appeared on HKID / Passport / Birth Certificate		
<input type="text"/>		
證件號碼 ID Document Number*		
香港身份證號碼 HKID No.	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> ()	
或 OR		
護照號碼/出生證明書號碼 Passport No. / Birth Certificate No.	<input type="text"/>	
性別 Gender* <input type="checkbox"/> 男 M <input type="checkbox"/> 女 F	出生日期 Date of Birth* <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> 月 / 年 Y	
電郵地址 Email Address		
<input type="text"/>		
聯絡電話號碼 Contact Number*		
手提 Mobile	<input type="text"/> - <input type="text"/>	
住宅或公司 Home / Office	<input type="text"/> - <input type="text"/>	
住宅地址 Home Address*		
號/室 Flat / Room	樓 Floor	座/大廈 Block / Building
<input type="text"/>		
屋邨或街道號數及街道名稱 Estate Name / Street No. and Street Name		
<input type="text"/>		
地區 District / Area	<input type="checkbox"/> 香港 HK	<input type="checkbox"/> 九龍 KLN <input type="checkbox"/> 新界 NT

我的其他資料 My Other Information

(以下資料有助我們及我們的參與商戶為你準確挑選並提供優惠資訊 This will help us and Our Partners to make carefully selected offers that will be of interest and value to you)

通訊語言選擇 Language Preferred in Communication		
<input type="checkbox"/> 中文 Chinese	<input type="checkbox"/> 英文 English	
婚姻狀況 Marital Status		
<input type="checkbox"/> 單身 Single	<input type="checkbox"/> 已婚 Married	
教育程度 Education Level		
<input type="checkbox"/> 小學 Primary	<input type="checkbox"/> 中學 Secondary	<input type="checkbox"/> 大學 University
<input type="checkbox"/> 碩士或以上 Post-graduate	<input type="checkbox"/> 其他 Others	
職業 Occupation		
<input type="checkbox"/> 自僱人士 Self-employed	<input type="checkbox"/> 家庭主婦 Housewife	<input type="checkbox"/> 專業人士/行政人員 Professional / Manager / Executive
<input type="checkbox"/> 文職 Clerical / Administration	<input type="checkbox"/> 公務人員 Civil Servant	<input type="checkbox"/> 技術人士 Technical
<input type="checkbox"/> 學生 Student	<input type="checkbox"/> 退休人士 Retired	<input type="checkbox"/> 其他 Others
每月平均個人收入 Monthly Personal Income		
<input type="checkbox"/> 無收入 No Income	<input type="checkbox"/> HK\$8,000 或以下 and or below	<input type="checkbox"/> HK\$8,001-\$15,000
<input type="checkbox"/> HK\$15,001-\$25,000	<input type="checkbox"/> HK\$25,001-\$35,000	<input type="checkbox"/> HK\$35,001-\$50,000
<input type="checkbox"/> HK\$50,000 以上 above		
每月家庭總收入 Monthly Household Income		
<input type="checkbox"/> 無收入 No Income	<input type="checkbox"/> HK\$10,000 或以下 and or below	<input type="checkbox"/> HK\$10,001-\$20,000
<input type="checkbox"/> HK\$20,001-\$40,000	<input type="checkbox"/> HK\$40,001-\$60,000	<input type="checkbox"/> HK\$60,001-\$80,000
<input type="checkbox"/> HK\$80,000 以上 above		
興趣 Interests 可選擇多於一個 (Can have multiple selections)		
<input type="checkbox"/> 運動 Sports	<input type="checkbox"/> 美容資訊 Beauty	<input type="checkbox"/> 時裝資訊 Fashion
<input type="checkbox"/> 健體及健康護理 Fitness & Healthcare	<input type="checkbox"/> 旅遊 Travel	<input type="checkbox"/> 電影/音樂 Movie / Music
<input type="checkbox"/> 美食佳餚 Dining Out	<input type="checkbox"/> 投資 Investment	<input type="checkbox"/> 個人進修 Personal Education
<input type="checkbox"/> 電腦/科技資訊 Computer / IT Products	<input type="checkbox"/> 影音產品 Audio & Video Products	<input type="checkbox"/> 汽車資訊 Driving

申請人聲明 Declaration by the Applicant

本人聲明及確認,本登記表格內提供的所有資料就本人所知均屬真實、準確及完全。

本人並確認已閱讀並理解本申請條款及細則,並同意遵守和接受本申請條款及細則及八達通獎賞有限公司不時修訂的條款及細則約束。

本人知悉及同意於成功登記八達通日日賞計劃後,本人之個人資料將連繫至本人持有之八達通。本人如確認及遞交本登記表格,即表示本人已細閱、明白及同意八達通日日賞計劃條款及細則第6關於個人資料(私隱)條例的通知。

I hereby declare and confirm that all information in respect of me provided in this registration form is true, accurate and complete to the best of my information, knowledge and belief.

I also confirm that I have read and understood the Terms and Conditions. I also confirm that I agree to be bound by the Terms and Conditions, as amended by Octopus Rewards Limited from time to time.

I acknowledge and agree that upon the successful registration of Octopus Rewards Programme, my personal data provided in this registration form will be associated with my Octopus. By submitting this registration form, I agree that I have read, understood and agree with the notice relating to the Personal Data (Privacy) Ordinance contained in clause 6 of the Terms and Conditions for Octopus Rewards Programme.

* 關於必須填寫資料詳情,請參閱本計劃之條款及細則第6條。

For more information about the required Fields, please refer to our Terms and Conditions clause 6.

內部專用 For office use only

商戶編號 Merchant no.: 店舖編號 Retail code: 日期 Date:

申請人簽署 Signature of Applicant

日期 Date

11歲或以下的申請人須由父母或合法監護人代為簽署。

Applicant aged 11 or below shall have to be signed by parent / legal guardian.

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八達通日日賞計劃條款及細則

1. 條款及細則

本條款及細則，自2008年11月3日起適用於全體會員。

2. 引言

- 2.1 本條款及細則屬你(本公司的會員)與本公司(八達通獎賞有限公司)之間的合約。客戶獎賞和特設優惠計劃(下列簡稱「八達通日日賞計劃」或「計劃」)則是由本公司夥拍其他多間機構(下列統稱「參與商戶」)聯合辦辦。
- 2.2 本條款及細則，解釋你與本公司應向對方承擔的責任。雖然它們適用於本公司所有的主要服務，但或會因應你可能使用或參與的個別服務所特設的條款及細則，而須補充或修改。
- 2.3 本條款及細則的專門用語，釋義如下：
 - (a) 「獎賞」—包括日日賞\$、宣傳品和其他你可能獲取的由本公司及/或參與商戶所精選提供的優惠；
 - (b) 「持卡人」—任何持有或使用八達通卡或產品(以下簡稱「八達通」)的人士，或任何獲發八達通並已於本計劃登記的人士；
 - (c) 「香港」—中華人民共和國香港特別行政區；
 - (d) 「會員」—登記為本計劃的會員，必須提供個人資料並啟動會員八達通；
 - (e) 「會員八達通」—由你持有並已提供其號碼以於本計劃登記的八達通。你的會員八達通將會是你在本計劃中的會員證；
 - (f) 「啟動日日賞功能」—你需要到本公司任何一個「八達通日日賞服務站」啟動你的會員八達通上的八達通日日賞功能；
 - (g) 「八達通日日賞服務站」—提供啟動日日賞功能、查閱日日賞\$餘額及下載日日賞\$的服務站；
 - (h) 「參與商戶」—本公司的業務夥伴，希望你帶來獎賞及特設優惠(下稱「獎賞商戶」)或日日賞\$兌換優惠(下稱「兌換商戶」)。大部分參與商戶都會提供日日賞\$獎賞，部分則會提供日日賞\$兌換，部分更兩者兼備；及
 - (i) 「日日賞\$」或「RS\$」—八達通日日賞計劃送出及認可的基本獎賞。憑日日賞\$可到日日賞\$兌換商戶，消費購物。

3 基本獎賞及優惠

- 3.1 八達通日日賞計劃是本公司連同參與商戶聯合舉辦。
- 3.2 本計劃適用於所有八達通持有人。11歲或以下人士，如欲登記成為會員，須由家長或監護人於登記表格上代為簽署。12歲至18歲人士，如欲以非銀行發行版八達通登記成為會員，須在填寫申請表格前得到家長或監護人的同意。如閣下為銀行發行版八達通持有人，應參考發卡銀行或金融服務公司有關於本計劃的政策及程序。
- 3.3 登記參加本計劃後，你可以從參與商戶中獲取本公司送出的日日賞\$及精選獎賞優惠，也可收到由參與商戶的特別優惠。若你選擇不接受本公司及參與商戶所提供的直銷宣傳資料，可致電3690 1313通知本公司。

4. 登記及啟動日日賞功能

- 4.1 要成為八達通日日賞計劃的會員，須填寫一份申請表格，並提供部分個人資料及你準備登記為會員八達通的號碼。
- 4.2 在正常情況下，登記完成後你需要透過本公司任何一個提供啟動日日賞功能服務的「八達通日日賞服務站」啟動你的會員八達通。最新的服務站地點一覽表，已刊登於本公司網站：www.octopusrewards.com.hk。你的會員八達通經啟動後，方可享受本計劃提供的獎賞。
- 4.3 在你登記成為會員時，以及向本公司、參與商戶使用會員八達通時所提供的資料，將有助本公司及參與商戶精心挑選出相信你喜愛或合用的獎賞優惠。
- 4.4 八達通獎賞有限公司對於拒絕任何會員的登記申請，擁有獨立及絕對的決定權。你應明白，成為會員並不表示你將有資格享受由八達通卡有限公司根據八達通發卡條款提供的失卡服務。只有當你的會員八達通附有個人八達通服務或八達通自動增值服務，你才可獲補回你遺失的會員八達通上儲存的日日賞\$。

5 賺取和兌換日日賞\$

- 5.1 參與商戶給予你的第一份獎賞將會是日日賞\$。
- 5.2 參與商戶給你的日日賞\$，與你繳付購物及服務時的付款方式(無論是使用八達通、現金、信用卡、記帳卡或支票)無關。因此賺取日日賞\$並不限於使用八達通購物(跟一般信用卡積分計劃中須使用信用卡付款才有積分有別)。
- 5.3 哪種消費形式(及其消費額)可獲取日日賞\$，以及選購哪種貨品及/或服務可憑日日賞\$兌換，均由參與商戶決定。
- 5.4 憑日日賞\$可在兌換商戶兌換部分貨品及服務。所兌換的貨品及/或服務純屬兌換商戶的責任，本公司對此等貨品及服務無須承擔任何責任。
- 5.5 憑日日賞\$1在兌換商戶兌換貨品或服務時，其價值應可等同不低於港幣一元的貨品或服務。
- 5.6 日日賞\$並無幣值，不得兌換現金或其他電子幣值(如八達通的儲值額)。
- 5.7 本公司不能控制有關參與商戶送出的日日賞\$及/或兌換優惠的每項具體交易。參與商戶會向你提供有關獎賞的清晰資料和說明。
- 5.8 你必須向參與商戶出示你的會員八達通，以便取得或兌換日日賞\$。個別情況下，例如使用網上服務，你可能需要向參與商戶提供你的會員八達通號碼。
- 5.9 倘若你的會員八達通在指定時間內不曾使用(目前為1,000天)，為保障你及本公司不受損失，本公司會將你的會員八達通視作不再使用，並會取消你的八達通日日賞計劃會籍。
- 5.10 由於八達通日日賞計劃是透過參與商戶的系統並同時依賴通訊網絡、電力網絡等運作，而此等因素均非本公司所能控制，所以本公司不能完全保證八達通日日賞計劃能夠毫不間斷地運作。然而，本公司會竭盡全力，確保本公司的系統能支持參與商戶進行與本計劃有關的活動。
- 5.11 獎賞，包括一次性宣傳活動中送出的日日賞\$(例如參與商戶開始參與計劃時)，將受指定宣傳規則所限，並可能在宣傳活動結束後無效。
- 5.12 日日賞\$或任何類別的獎賞均只屬會員個人所有，並不能轉讓他人。你的會員八達通一經在計劃中登記，即不應轉借他人使用。
- 5.13 你的會員八達通目前的日日賞\$儲存上限為日日賞\$1,000。倘若上限有所更改，本公司將會於本公司網站：www.octopusrewards.com.hk公告。日日賞\$一旦累積至上限，日日賞\$便不能再儲入你的會員八達通，直至日日賞\$被兌換為止。
- 5.14 你的會員八達通上的最新日日賞\$餘額及任何取得/兌換的日日賞\$，均會列印於參與商戶所發出的交易單據上。對於任何交易有任何疑問，應在進行該項交易時向參與商戶的工作人員查詢。本公司不能向你提供與日日賞\$有關的交易紀錄或查詢紀錄。

6 關於個人資料(私隱)條例(「該條例」)的通知(「本通知」)

- 6.1 如要成為本計劃的會員，你必須向本公司提供資料以便本公司向你提供獎賞。
- 6.2 倘若你不能或不願提供正確資料，本公司也許不能向你提供服務。
- 6.3 你同意向本公司提供的所有個人資料及所有與使用你的會員八達通有關的資料，均可被本公司作下列用途：
 - (a) 處理你的八達通會員登記；
 - (b) 向你提供經本公司及其子公司、聯營公司和/或參與商戶悉心挑選的獎賞和

優惠。本公司及其子公司、聯營公司和參與商戶可能需要進行配對程序(在該條例中界定)，使本公司/他們能理解你的特點，向你提供更符合你需要的其他服務(如特別向你提供生日推廣活動)，協助本公司和參與商戶挑選你可能喜愛的貨品和服務，與透過本公司挑選的參與商戶建立一定的關係(不論你是否已經建立了此等關係)；

- (c) 透過向你提供定期訊息(直銷宣傳品除外)，讓你了解八達通日日賞計劃及其獎賞的詳情；
 - (d) 八達通日日賞系統的正常管理、運作及保養，包括核數；
 - (e) 設計本公司及其附屬公司、聯營公司(即直接或間接控制本公司、本公司所控制或與本公司隸屬同一控制權的任何其他實體)為客戶提供的新服務，或改善現有的服務；
 - (f) 調查投訴、可疑交易及研究服務改善措施；
 - (g) 防止及偵測罪行；
 - (h) 根據法例作出披露；
 - (i) 非指定身分及匿名的綜合行為分析，並且或會連同參與商戶及第三方共用；及
 - (j) 作為其他相關用途的資料來源。
- 6.4 本公司持有與你有關的資料將絕對保密，但是在你的同意下，按條款及細則第6.3條規定的目的，本公司可以將此等資料轉交或披露予以下幾方(不論是否在香港境內)：
 - (a) 任何對本公司有保密責任的代理人、承辦商或向本公司提供與本公司業務運作有關的行政、電訊、電腦、付款、數據處理或其他服務的第三方服務供應商；
 - (b) 任何對本公司有保密責任的其他人，包括本公司的附屬公司、聯營公司及參與商戶；及
 - (c) 任何屬本公司及其附屬公司、聯營公司或參與商戶在任何法例、規則及規例(包括獲轉移資料的香港境外地區的法例、規則及規例)約束下可向其作出披露的人士，但有關披露須有正式權限方可進行。
 - 6.5 你享有下列權利：
 - (a) 查詢本公司是否擁有關於你的資料並取得此等資料；
 - (b) 要求本公司更改與你有關的不確資料；
 - (c) 查詢本公司對個人資料的政策和使用方法，並獲悉本公司所掌握的個人資料類別；以及
 - (d) 要求本公司按上述「條款及細則」中第6.3(b)的規定，不要使用你的個人資料用作直銷宣傳之目的，並因此本公司將會按你要求實行而你毋須承擔任何費用。
 - 6.6 根據上述「條款及細則」中第6.5條規定，任何與你的權利有關的要求，你應向下列人員書面提出：
香港興發街郵局38170 信箱
八達通獎賞有限公司
資料保護主管
倘若本公司應你的要求查閱你的個人資料，本公司保留任何向你收取合理費用的權利。
 - 6.7 本公告中的任何規定均不得限制該條例所保障你享受的權利。
 - 6.8 按照本公告規定，你的個人資料將受本公司的保障和保密。
 - 6.9 根據「條款及細則」第6.5(b)和(d)中規定，倘若你的個人資料或你的會員八達通的資料有任何變動，或你不希望收到本公司及其附屬公司、聯營公司或參與商戶發出的直銷宣傳資料，你應致電本公司的熱線電話：3690 1313，或按上述「條款及細則」中第6.6書面通知本公司。

7. 會員八達通失效/遺失

- 7.1 倘若你的會員八達通並非因你的過錯而失效，而你也未曾破壞或擅自改動它，只需將你的會員八達通送交八達通卡有限公司授權的服務中心(有關中心的最新名單已於網上刊載，網址：www.octopuscards.com.hk)，便可補回你的獎賞(包括日日賞\$)。但倘若你的會員八達通屬於銀行發行版八達通，你應通知發卡銀行或金融服務公司，以便補回及轉移任何獎賞。
- 7.2 倘若你的會員八達通有提供個人八達通服務，或你是自動增值服務使用者，在你的會員八達通遺失或失竊時，除了由八達通卡有限公司提供八達通發卡條款中所述的失卡服務外，你將可補回通知期後的任何剩餘日日賞\$。若八達通遺失或失竊，你應立即致電2266 2266 通知八達通卡有限公司；但如閣下的會員八達通屬於銀行發行版八達通，則應聯絡發卡銀行或金融服務公司。
- 7.3 在確定轉入你更新的會員八達通剩餘的日日賞\$時，除非本公司有明顯錯誤，否則應以本公司持有的記錄資料為準。
- 7.4 所補償的日日賞\$將只可轉入你所指定更新的會員八達通上。倘若你指定的並非你本人使用的會員八達通，你的八達通日日賞計劃會籍將會終止，而你的日日賞\$將會喪失。
8. 退回或取消八達通
倘若你退回(非因第7.1條中所述的失效原因)或取消你的會員八達通，儲存於該卡的日日賞\$將會喪失，你的八達通日日賞計劃會籍將會被終止。
9. 新服務
本公司可能不時向你提供與你的會員八達通有關的新服務，而此等服務將受有關的條款及細則和各項有關服務的條款及細則所限。
10. 其他
10.1 倘若你違反或本公司有理由相信你違反此等條款及細則或八達通發卡細則，本公司會暫停或終止你的會籍，並採取行動要求補償任何因你的違反行為而可能導致本公司、八達通卡有限公司及/或參與商戶所造成的任何破壞。
10.2 你不得擅自改動八達通(包括但不限於記錄在八達通上的軟件和資料)。擅自改動八達通上的資料屬違法。對於任何擅自改動的八達通，本公司不會承認有關交易及任何獎賞，包括日日賞\$。
10.3 由於你的更改或干擾，或允許第三方更改或干擾你的八達通上的資料，致使本公司蒙受損失和破壞，本公司有權收回合理的成本及費用。
10.4 本公司可能不時會對本條款及細則作出更改修正。最新版本將會於網上刊載，網址：www.octopusrewards.com.hk。
10.5 除了本條款及細則中規定辭義的用語外，所有其他用語均與八達通發卡條款中的釋義相同，其最新版本已刊載於八達通卡有限公司網頁，網址：www.octopuscards.com.hk。
11. 英文文本為準
本條款及細則的中、英文本如有歧義，概以英文本為準。
12. 規管法律
本條款及細則受香港法律規管。

Terms and Conditions for Octopus Rewards Programme

1. Terms and Conditions

These Terms and Conditions are effective from 3 November 2008 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" – This includes Reward\$, promotions and other carefully selected offers that you may receive from Our Partners or ourselves;
 - (b) "Cardholders" – Any person holding or using an Octopus card or product (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) "Hong Kong" – Hong Kong Special Administrative Region of the People's Republic of China;
 - (d) "Member" – To register as a member of the Programme, you will need to provide your personal information and activate your Membership Octopus;
 - (e) "Membership Octopus" – This is the Octopus you hold that you have registered in the Programme by providing the number of that Octopus. Your Membership Octopus will be your Membership ID for the Programme;
 - (f) "Octopus Rewards Activation" – You will need to visit one of our Octopus Rewards Stations to activate the Octopus Rewards functions on your Membership Octopus;
 - (g) "Octopus Rewards Stations" – These are servicing points that provide Octopus Rewards activation, Reward\$ balance enquiries and Reward\$ downloads;
 - (h) "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"). Most of Our Partners will offer Reward\$ issuance, some will offer Reward\$ redemption and some will offer both Reward\$ issuance and redemption; and
 - (i) "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 goods 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 open to all Cardholders. 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 and carefully selected offers from us. You may also receive special offers from Our Partners. You may opt out of receiving direct marketing materials from us or them by notifying us through calling 3690 1313.

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.
- 4.2 Following registration, you will normally need to activate your Membership Octopus through one of our Octopus Rewards Stations offering the activation service. An up-to-date list of their locations is available on our website, 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 with us or Our Partners will help us and Our Partners 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 be entitled to the lost Octopus service provided by Octopus Cards Limited under the Conditions of Issue of Octopus. You will only be able to recover your Reward\$ if your Membership Octopus is provided with our Personalised Octopus service 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 Partners will reward you with Reward\$ irrespective of how you pay for goods 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 goods and/or services will be eligible for redemption of Reward\$.
- 5.4 Reward\$ can be redeemed for certain goods and services at Our Redemption Partners. The goods and/or services provided for redemption are the sole responsibility of Our Redemption Partners and we have no responsibility whatsoever in respect of those goods and services.
- 5.5 Reward\$1 is exchangeable for goods 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 goods 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 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 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.
- 5.12 Reward\$ or any benefits are personal to an individual Member and cannot be transferred. 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. Notice (this "Notice") relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

- 6.1 In order for you to be a member of the Programme, it is necessary for you to provide us with data to assist us in providing you with Benefits.
- 6.2 If you are unable or unwilling to provide such correct data, we may be unable to provide you with our services.
- 6.3 You agree that all the personal information and data provided to us and all information relating to the use of your Membership Octopus may be used by us for:

- (a) processing your registration for Membership Octopus;
 - (b) providing you with carefully selected offers, promotions and benefits by us, our subsidiaries, our affiliates and/or Our Partners. We, our subsidiaries, our affiliates and Our Partners may need to carry out matching procedure (as defined in the Ordinance) to enable us/them to better understand your characteristics and to provide other services better tailored to your needs (such as offering special birthday promotions to you), to assist us and Our Partners in selecting goods and services that are likely to be of interest to you and to establish whether you already have a relationship with our selected business partners;
 - (c) provide you with regular communications (other than direct marketing materials) from us with details of the programme and its benefits;
 - (d) the normal management, operation and maintenance of the Octopus Rewards system, including audit;
 - (e) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, any other entity which directly or indirectly controls us, is controlled by us, or is under common control with us) for customers' use;
 - (f) investigation of complaints, suspected suspicious transactions and research for service improvement;
 - (g) prevention or detection of crime;
 - (h) disclosure as required by law;
 - (i) aggregated behavioural analysis which is non-identifying and anonymous. This may be shared with Our Partners and third parties; and
 - (j) as a source of information and data for other related purposes.
- 6.4 Data held by us relating to you will be kept confidential by us, but you agree that for the purposes set out in clause 6.3, we may transfer or disclose such information to the following parties (whether within or outside Hong Kong):
- (a) any agent, contractor or third party service provider under a duty of confidentiality to us who provides administrative, telecommunications, computer, payment, data processing or other services to us in connection with the operation of our business;
 - (b) any other person under a duty of confidentiality to us including our subsidiaries, our affiliates and Our Partners; and
 - (c) any person to whom we, our subsidiaries, our affiliates or Our Partners, is under a binding obligation to make disclosure under the requirements of any law, rule and regulation, including those of countries outside of Hong Kong for data transferred to those countries, but such disclosure will only be made under proper authority.
- 6.5 You have the right to:
- (a) check whether we hold data about you and to have access to that data;
 - (b) require us to correct any data relating to you which is inaccurate;
 - (c) ascertain our policies and practices in relation to personal data and to be informed of the kind of personal data held by us; and
 - (d) request us not to use your personal data for direct marketing purposes as described in clause 6.3 (b), above, in which case we will cease to do so at no cost to you.
- 6.6 Any request relating to your rights as described in clause 6.5 above should be made in writing to:
The Data Protection Officer
Octopus Rewards Limited
PO Box 38170
Hing Fat Street Post Office
Hong Kong
We reserve the right to charge you a reasonable fee for processing any request for access to your personal data.
- 6.7 Nothing in this Notice shall limit your rights under the Ordinance.
- 6.8 Subject to this Notice, your personal information will be kept secure and confidential by us.
- 6.9 If you change any of your personal details or your Membership Octopus, or you would like to opt out from receiving direct marketing materials from us, including our subsidiaries, our affiliates or Our Partners as described in clauses 6.5(b) and (d), you should inform us by calling our customer hotline 3690 1313 or by writing to us in accordance with clause 6.6.

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 Octopus Cards Limited Authorised Service Centre (an up-to-date list of which is available on www.octopuscards.com.hk) as described in the Conditions of Issue of Octopus except if your Membership Octopus is a Bank Issued Octopus, 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 our 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 Octopus Cards Limited as described in the Conditions of Issue of Octopus, you will be able to recover any remaining Reward\$ after the Notification Period. You should notify Octopus Cards Limited immediately by calling 2266 2266 if your Octopus is lost or stolen except if your Membership Octopus is a Bank Issued Octopus, you should contact the issuing bank or financial services company.
- 7.3 In determining the remaining amount of 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 remaining Reward\$ except for any manifest error on our part.
- 7.4 The recovered Reward\$ will only be transferred into the replacement Membership Octopus you select. If you do not select a replacement Membership Octopus for your own use, 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 services.

10. Miscellaneous

- 10.1 If you breach or we have reasonable ground to believe that you have breached these Terms and Conditions or the Conditions of Issue of Octopus, we may suspend or terminate your Membership Octopus and seek to recover any damages that your breach may have caused to us, Octopus Cards Limited and/or Our Partners.
- 10.2 You must not tamper with Octopus card or product (including, but not limited to, the software and the data recorded on the Octopus card or product) in any way. Tampering with the data on Octopus card or product may be a criminal offence. We shall not honour transactions and any Benefits, including Reward\$, if your Octopus card or product has been tampered with.
- 10.3 We have the right to recover reasonable costs, expenses, losses and damages suffered or incurred by us as a result of your altering or interfering, or allowing a third party to alter or interfere, with the data on your Octopus card or product.
- 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, www.octopusrewards.com.hk.
- 10.5 Save and except the defined terms in these Terms and Conditions, all other terms shall follow the definition in the Conditions of Issue of Octopus, the latest copy of which is available on the website of Octopus Cards Limited at www.octopuscards.com.hk.

11. English Version Prevails

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

12. Governing Law

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