



Conditions of Issue of Octopus

YOUR ATTENTION IS DRAWN TO THE PERSONAL INFORMATION COLLECTION STATEMENT IN CONDITION 16

1. Conditions of Issue

These Conditions of Issue are effective from 5 May 2011 for all customers.

2. Introduction

2.1 These Conditions of Issue are a contract between you, our customer, and us, Octopus Cards Limited, the issuer of the Octopus card or product ("product" means a consumer item incorporating our technology such as watch, phone cover, keyring etc.) which we will refer to as *Octopus* below, in respect of the use of your *Octopus*. By using *Octopus*, you agree to be bound by these Conditions of Issue.

2.2 These Conditions of Issue 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.

2.3 There are a few terms we use in these Conditions of Issue which we should explain:

- (a) "Authorised Add Value Service Provider" is a Service Provider, bank or financial services company that we have authorised to offer the service of adding value to your *Octopus* in return for cash or other consideration;
- (b) "Authorised Distributor" is an entity that we have authorised to make available an *Octopus* to you;
- (c) "Authorised Service Centre" is an entity that we have authorised to service an *Octopus* on our behalf;
- (d) "Personalised *Octopus*" means an *Octopus* the holder of which has his/her personal data stored in electronic format of that *Octopus* which may or may not be printed on the card surface; and
- (e) "Service Provider" means any transport operators, retailers (including but not limited to, supermarkets, convenience stores, restaurants and fast food shops, food, other consumer goods e.g. medicines & cosmetics, books, newspapers, stationery and gifts, accessories shops, shopping malls, wearing apparel, telecommunications), entertainment/recreation/sports facilities providers, educational establishments, government related entities, building access control providers, unattended services (such as vending machines/kiosks/photo booths/telephone booths) or other parties which offer their services when you present your *Octopus* and are approved by us. These Service Providers should display the Octopus acceptance logo clearly.

3. General

3.1 (a) We offer two types of *Octopus*:

- (i) "*On-Loan Octopus*" is an *Octopus* which we lend to you and which we will require you to pay a deposit (see Condition 5.2). Subject to Condition 12.1, you may return your *On-Loan Octopus* for a refund; and
- (ii) "*Sold Octopus*" is an *Octopus* which you can buy from our Authorised Distributors or receive from a third party under Condition 4.1(c). You are not required to pay a deposit for buying a *Sold Octopus* but you may not return the *Sold Octopus* except in the case of malfunction of the Octopus function as described in Condition 11 or cancellation as described in Condition 12.2.

(b) A bank or financial services company authorised by us may offer you a "*Bank Issued Octopus*". This is a card or product with Octopus function issued by that bank or financial services company incorporating banking and/or payment functionality offered by that bank or financial services company. Each *Bank Issued Octopus* may have separate additional terms and conditions which you should read carefully and confirm you agree with these additional terms and conditions before use. We do not accept any liability resulting from the terms and conditions issued by the bank or financial services company concerned.

A *Bank Issued Octopus* may be offered with or without any of our services (for example, Personalised *Octopus* service (Condition 14), Automatic Add Value Service (Condition 8), Lost *Octopus* service (Condition 15)). The issuing bank or financial services company will clarify which of these services will be offered on your *Bank Issued Octopus*.

In case you want to return the *Bank Issued Octopus*, you should return it to the issuing bank or financial services company and not to us, our Authorised Distributor or Authorised Service Centre.

3.2 We operate the Octopus payment system and will ensure that the system is operated with reasonable care, skill and diligence. If you discover any discrepancies in the usage of your *Octopus*, you should contact us as soon as possible.

3.3 The Octopus payment system provides you, if you are a holder of a valid *Octopus*, with the ability to pay for certain goods and services using the value stored on your *Octopus* where you see the Octopus acceptance logo at one of our Service Providers.

3.4 Some of the Service Providers may provide you with a service, such as entry to a premises, and may not make use of the payment functions of your *Octopus*.

3.5 A Service Provider can be identified by their clear display of the Octopus acceptance logo. Please contact the Service Provider or us if the Service Provider does not accept your *Octopus* as payment for their goods/services.

3.6 The Service Providers are responsible for all aspects of the goods and/or services they provide to you. In using their services and/or facilities you should abide by their rules, regulations and by-laws. We have no responsibility for the Service Providers' goods and/or services and you should direct any enquiries relating to these matters to the relevant Service Provider.

3.7 Under normal circumstances, we will make reasonable efforts to ensure that the Octopus payment system is operating, but we cannot guarantee that a Service Provider will be able to accept an Octopus payment as this depends on the Service Provider's own systems and operations as well as network, electrical, climatic and other conditions or circumstances which are beyond our control.

3.8 We reserve the right to charge a reasonable fee for any of the Octopus payment service and other services we provide to you.

4. Obtaining and Using your Octopus

4.1 To use our service you will need to lawfully obtain a valid *Octopus* from:

- (a) one of our Authorised Distributors which will ask you to either buy the *Octopus* or pay a deposit for the *Octopus* we are lending to you (see Condition 5.2);
- (b) a bank or financial services company authorised by us to issue you with a *Bank Issued Octopus*;
- (c) a third party authorised by us which, in some circumstances, may choose to provide you with an *Octopus*. That *Octopus*, in this case, will be a *Sold Octopus* and we will treat you as the owner for that *Octopus* as if you had bought that *Octopus*; or
- (d) an existing holder of a valid *Octopus*, whether that *Octopus* has been bought by the existing holder or lent by us to the existing holder. In this case, we will treat you, the current holder of such an *Octopus*, as the new holder and our customer for the purpose of these Conditions of Issue. By using the *Octopus*, you agree to be bound by these Conditions of Issue. However, the existing holder should not transfer the *Octopus* to you if the *Octopus* has been personalised (see Condition 14) or has a service the terms of which do not allow transfer (such as the Automatic Add Value Service (see Condition 8)).

4.2 If you buy or receive a *Sold Octopus* (as described in Conditions 4.1(c) or 4.1(d)) or have been issued with a *Bank Issued Octopus* (as described in Condition 4.1(b)), we will not own that *Octopus*, but we will retain the right to manage the software and data loaded on that *Octopus*.

4.3 If we have lent an *Octopus* to you or you hold an *Octopus* that was lent by us but transferred to you as described in Condition 4.1(d), the *Octopus* card or product will remain our property and we retain the right to recover from you the *Octopus* card or product, as well as managing the software and data loaded on your *Octopus*, at our sole discretion.

4.4 A valid *Octopus* means a genuine Octopus card or product:

- (a) which is of a specific fare category for which you are eligible in accordance with the conditions of issue, rules, regulations and/or by-laws of a particular Service Provider (e.g. child, elder or student status);
- (b) which has not been damaged or tampered with; and
- (c) which you have lawfully obtained.

4.5 If there is a positive remaining value in your *Octopus*, but the remaining value is insufficient for an intended transaction, your *Octopus* may still be used for such transaction, provided that the resulting negative value in your *Octopus* does not exceed a maximum amount as determined and announced by us from time to time. The negative value feature on any *Octopus* is provided at our option and sole discretion and we will notify you at the time of issue if your *Octopus* is not provided with this feature.

5. Paying a Deposit when we lend you an Octopus

5.1 If we lend an *Octopus* to you, it will remain our property and the Authorised Distributor will collect a deposit ("Deposit") from you on our behalf, which we will hold as security for your *Octopus*.

5.2 The amount of the Deposit shall be of such reasonable amount as determined and announced by us from time to time to cover the cost of the card, the costs we incur in issuing you the card, the costs of maintaining the Octopus payment system for your use and for providing a negative value feature (if applicable).

6. Adding Value to your Octopus

6.1 In order to be able to make payments using the Octopus payment

system, you will need to add value to your *Octopus* by presenting cash or other accepted payment to an Authorised Add Value Service Provider or if applicable, by way of the Octopus Automatic Add Value Service (see Condition 8) or by such other means as determined and announced by us from time to time. We may charge you a reasonable fee for the provision of the add value services. Authorised Add Value Service Providers will only offer to add value to your *Octopus* above a minimum amount and in multiples of an amount which will be determined and announced by us from time to time.

6.2 A genuine Authorised Add Value Service Provider will not offer you a discount to add value to your *Octopus* unless as part of an official promotion authorised by us. You should not attempt to add value if you have any suspicion that the Authorised Add Value Service Provider may not be genuine. We will not honour value that is added to your *Octopus* by an unauthorised add value service provider or through unlawful means.

7. Maximum Amount of Stored Value

Your *Octopus* can store up to a maximum amount which we may notify you from time to time.

8. Octopus Automatic Add Value Service

We, in association with a number of participating banks and financial services companies, offer an automatic add value service ("Automatic Add Value Service") which you may separately apply for through one of these banks or financial services companies or which you may be offered when a bank or financial services company offers you a *Bank Issued Octopus*. Each Automatic Add Value Service offered by the participating banks and financial services companies may have separate, additional terms and conditions which you should read carefully and confirm you agree to these additional terms and conditions before using this service. We do not accept any liability resulting from the terms and conditions issued by the bank or financial services company concerned.

9. Your Obligations in Using your Octopus

9.1 You should take good care of your *Octopus* to prevent it from damage or from being tampered with. If we have lent the *Octopus* to you, we may charge you a reasonable fee to cover the cost of the damage upon return of the *Octopus* to us if it is damaged or altered through delamination, bending, cutting, breaking, graffiti or attachment of materials and/or objects on the *Octopus* by any means.

9.2 You must not use, or allow anyone to use, your *Octopus* for any illegal purposes.

9.3 You should only present your *Octopus* when you see the Octopus acceptance logo. You must not present your *Octopus* at readers that do not show the Octopus acceptance logo as this may cause damage to the *Octopus* or loss to yourself.

9.4 You must not tamper with the *Octopus* (including, but not limited to, the software and the data recorded on the *Octopus*) in any way. Tampering with the data on your *Octopus* may be a criminal offence. We shall not honour transactions, or refund any remaining value or the Deposit, if applicable, if your *Octopus* has been tampered with.

9.5 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*.

9.6 We will ask you to co-operate with us and, if appropriate, the police, in recovering your *Octopus* if it is lost or stolen or if we have reasonable grounds to suspect suspicious behaviour or as required by prevailing law.

9.7 Our staff and authorised representatives of our approved Service Providers shall have the right to inspect your *Octopus*, including the data in that *Octopus*, at any reasonable time.

10. Proper Use of your Octopus

10.1 You should not carry more than one *Octopus* or an *Octopus* with another contactless smartcard together in close proximity as they may interfere with one another. If you do so, it will be at your own risk. We shall not be responsible for any damage to the *Octopus* or the electronic devices the functions of which have been affected in connection with the use of your *Octopus*. We reserve our right not to entertain any request for a refund of an amount that has been deducted incorrectly as a result of your carrying more than one *Octopus* or an *Octopus* with another contactless smartcard together in close proximity.

10.2 We shall not be responsible for any personal injury and/or property loss or damage caused as a result of your inappropriate or unauthorised use of your *Octopus*.

11. Malfunction

If your *Octopus* malfunctions due to no fault of yours and you have not damaged or tampered with it in any way, you should:

(a) return your *Octopus* to our Authorised Service Centre if you hold an *On-Loan Octopus* or if you have bought a *Sold Octopus* from our Authorised Distributors. We will, in the case of an *On-Loan Octopus*, arrange refund of the remaining value, if any, stored on such *Octopus* and a temporary replacement, or, in the case of a *Sold Octopus*, only arrange a refund of the remaining value, if any, stored on such *Octopus* (see Condition 12.1); or

(b) if you have obtained your *Octopus* from a third party as described

in Condition 4.1(c), you should contact that third party; or

(c) if you have bought an *Octopus* with a limited time warranty, you should contact the warranty provider; or

(d) if you have been issued with a *Bank Issued Octopus*, you should contact the issuing bank or financial services company which, under normal circumstances, will issue you with a replacement *Bank Issued Octopus*. In case there is any positive or negative remaining value on the *Octopus*, this will be managed by the issuing bank or financial services company.

12. Return or Cancellation of your Octopus card or product

12.1 You may return your *Octopus*:

(a) if it malfunctions, as described in Condition 11; or

(b) if we have lent you an *Octopus*, at your option, to an Authorised Service Centre.

When you return an *Octopus* and apply for a refund, the Deposit, if applicable, and the remaining value, if any, stored on the *Octopus* will be refunded to you in full except in the following situations when we may deduct a reasonable amount to cover:

(i) any negative remaining value on your *Octopus*;

(ii) a handling fee (depending on how long we have lent you that *Octopus*) to cover the costs incurred by us, including those charged by the Authorised Service Centre for providing this return and refund service;

(iii) the cost of repairing any damage to your *Octopus*, if applicable;

(iv) any outstanding payment from the Automatic Add Value Service; and

(v) any other amounts including fees outstanding for Octopus services.

12.2 You may return your *Sold Octopus* for cancellation and we will disable your *Sold Octopus* and refund to you any remaining value stored on your *Sold Octopus*. However, we will not refund the cost, if any, of your *Sold Octopus* to you. If you cancel your *Sold Octopus*, your *Sold Octopus* will not be re-activated subsequently.

12.3 You or the issuing bank or financial services company may request for cancellation of your *Bank Issued Octopus* as permitted under the cardholder agreement between you and the issuing bank or financial services company and in accordance with the provisions therein. In case of such cancellation, if there is any positive or negative remaining value on the *Octopus*, this will be managed by the issuing bank or financial services company.

12.4 We reserve the right to recover, cancel or suspend your *Octopus* 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. You may be required to present your *Octopus* for replacement in the manner as may be notified by us. We will refund to you the Deposit, if applicable, and remaining value, if any.

12.5 In determining the Deposit and/or the remaining value to be refunded to you, the records held by us shall be treated as conclusive evidence of the amount of the Deposit and/or the remaining value except for any manifest error on our part.

12.6 *Octopus* is provided for use in payment and related services, it is not provided as a medium for the exchange or transfer of money. We reserve the right to request information (including personal data), investigate (for which we may charge a reasonable fee) and decline at our sole discretion multiple, high value or repeated purchase/refund requests from an individual or organisation.

13. Inactive Octopus cards or products

Your *Octopus* has been issued to you for your regular use. If you have not added value to your *Octopus* for a period announced by us from time to time, we will, for your own and our protection, deem your *Octopus* to be no longer in use, and we will deactivate your *Octopus*. If you want to re-activate your *Octopus* subsequently, we may charge you a reasonable fee for the re-activation.

14. Personalised Octopus Service

14.1 You may choose to have your identity associated ("Personalised") with a particular *Octopus* by applying to have a Personalised *Octopus* issued by us. We will charge you a reasonable fee for both producing and, if requested, handling the return of your Personalised *Octopus*.

14.2 A bank or financial services company that offers a *Bank Issued Octopus* may provide you with our Personalised *Octopus* service. Any fees or charges will be notified to you by the issuing bank or financial services company.

14.3 Once you have Personalised your *Octopus*, you should notify us promptly in writing of any changes to your name, address, telephone or email address.

14.4 Once you have Personalised your *Octopus*, you should not allow your *Octopus* to be used by another person. If your Personalised *Octopus* is found in the possession of a person other than yourself, we and/or the Service Providers on our behalf, shall have the right, but are not obliged, to repossess your Personalised *Octopus* from such a person.

14.5 If you have a Personalised *Octopus* issued by us and wish to return such *Octopus* to an Authorised Service Centre, you should present your *Octopus* in person, or if the cardholder of that Personalised *Octopus* has died, a personal representative of the deceased cardholder should present the Personalised *Octopus* together with proof of death of the deceased cardholder, and proof of identity and capacity of the personal representative, in order to claim a refund of the Deposit, if

applicable, and/or any remaining value as described in Condition 12.

15. Lost Octopus Service

15.1 If you are the holder of a Personalised Octopus or user of the Automatic Add Value Service, you will automatically be provided with our lost Octopus service. This lost Octopus service may not apply to our other services unless it is clearly stated in the terms and conditions of that service.

15.2 If you are provided with our lost Octopus service, you should notify us immediately if your Octopus has been lost or stolen except in the case of a *Bank Issued Octopus*, you should notify the issuing bank or financial services company. We will then cancel and disable your Octopus after a specified period of time ("Notification Period") following receipt of your report. The Notification Period shall be determined and announced by us from time to time. Once cancellation of your Octopus is effected, it cannot be re-activated subsequently.

15.3 The lost Octopus service described in Condition 15.2 will protect you from the loss of the remaining value and any value added through the Automatic Add Value Service on your Octopus after the expiry of the Notification Period.

15.4 We will refund you the Deposit, if applicable, and the remaining value, if any, on your Octopus as recorded in our system at the end of the Notification Period. We may charge you a reasonable fee for providing this lost Octopus service, which will be deducted from the refund of the remaining value on your Octopus, if any, or payable by you.

16. Personal Information Collection Statement relating to you (this "Notice") in accordance with the Personal Data (Privacy) Ordinance (the "Ordinance")

16.1 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"). The Data shall include transactional records (meaning the transaction data which we receive from our Octopus readers and/or from other channels in respect of the use of your Octopus) to the extent that those transactional records are "personal data" under section 2(1) of the Ordinance. This Data is to enable us to provide the Octopus and other related services to you. Further information is set out in our Privacy Policy located at www.octopus.com.hk and this Notice is the basis upon which we collect, hold, process and use the Data.

16.2 If you do not provide your personal data to us, we may be unable to provide you with some of our services.

16.3 Purpose: You agree that your Data may be used by us for:

- (a) processing an application for our services;
- (b) management, operation and maintenance of the Octopus payment system, including audit, and exercising our and your rights under these Conditions of Issue;
- (c) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);
- (d) communication by us to you;
- (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 or guidelines.

16.4 Transfer: Your Data will be kept confidential by us, but you agree that for the purposes set out in Condition 16.3, we may transfer or disclose such Data to the following parties within the Hong Kong Special Administrative Region ("Hong Kong") (except that the parties set out in Conditions 16.4(a) and 16.4(b) below may be located outside Hong Kong):

- (a) issuers of *Bank Issued Octopus* and Automatic Add Value Service participating banks and financial services companies which owe a duty of confidentiality to us and with which you have selected to register;
- (b) 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, debt collection agencies (in the event you owe us any money), gift redemption centres or data entry companies);
- (c) our subsidiaries and/or our affiliates which owe a duty of confidentiality to us; and
- (d) 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 affiliates are under a binding obligation to make disclosure under the requirements of any law, 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.

16.5 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; and
- (c) ascertain our policies and practices in relation to the Data and to be informed of the kind of Data held by us.

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

16.7 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

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

17. Deleted for reasons of obsolescence

18. New Services

We may provide you with new services associated with your Octopus from time to time, and these new services will be governed by the terms and conditions herein or as amended from time to time for the respective services.

19. Fees and Charges

Our fees and charges are available on our website or from our Authorised Distributors.

20. Changes in these Conditions of Issue

20.1 We may amend these Conditions of Issue by publishing a notice of the change(s) in one Chinese and one English language newspaper.

20.2 The change(s) shall take effect on a date specified in the notice, which will be no less than 30 days after the date of publishing such notice in the newspapers.

20.3 The change(s) will apply to you unless you or we or the issuing bank or financial services company has cancelled your Octopus before the changes take effect.

20.4 A copy of the latest version of these Conditions of Issue will be available on our website or from our Authorised Distributors upon request.

21. English Version Prevails

We have provided a Chinese language translation of these Conditions of Issue for reference. If there is any inconsistency between the English and Chinese versions, the English version shall prevail.

22. Governing Law

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