

Terms and Conditions for MANHATTAN Platinum and Titanium Card CashBack Scheme:

General Terms and Conditions:

- All CashBack are not exchangeable and transferable for cash.
- Cardholders understand and accept that Standard Chartered Bank (Hong Kong) Limited (the “**Bank**”) is not the supplier of the products/services purchased. The Bank shall have no legal liability relating to any aspect of the products/services including without limitation, the quality and the supply.
- Cardholders are required to keep the relevant original sales receipts and credit card sales slips for inspection upon request by the Bank. In case of disputes, Cardholders are required to submit the relevant original sale receipt(s) and credit card sales slip(s) for further investigation by the Bank. All relevant documents submitted to the Bank will not be returned.
- The Bank reserves the right to terminate the offers and amend the terms and conditions at any time. In case of disputes, the decision of the Bank shall be final.
- If there is any inconsistency or conflict between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

Terms and Conditions of 0.5% CashBack (“CashBack Scheme”):

- The promotion period is valid from 1 July 2014 until further notice (“**Promotion Period**”).
- CashBack Scheme is only applicable to cardholders (“**Cardholders**”) of MANHATTAN Platinum Credit Card and MANHATTAN Titanium Credit Card (“**Applicable Credit Card**”) issued by Standard Chartered Bank (Hong Kong) Limited (the “**Bank**”).
- Calculation under the CashBack Scheme is on individual Applicable Credit Card account (“**Card Account**”) basis. If customer has more than one Applicable Credit Card, spending cannot be combined for calculation under the CashBack Scheme.
- Eligible Transactions (“**Eligible Transactions**”) include local and overseas retail purchase transactions (including Octopus automatic add value amount) charged to the Card Account; and retail purchase transactions to be settled through interest-free monthly instalment of MANHATTAN “Interest-free Instalment Plan”. They do not include the following transactions or payment items even if they are settled by or charged to the Card Account: transactions made at merchants in the gambling and betting, security brokers or dealers, non-financial institutions (including but not limited to the purchase of foreign currency, money orders and travelers cheques), financial institutions (including but not limited to the purchase of merchandise and services from banks, saving and loans, thrifts and credit unions and face-to-face cash disbursement), wire transfer money orders and wholesale purchase of precious stones and metals, watches and jewellery, according to the merchant codes issued by Visa International and Mastercard Asia/Pacific (Hong Kong) Limited (if applicable) from time-to-time, any transfer/top up transaction from Qualified Cards to any account designated by the Bank from time to time, including but not limited to, Octopus OnePay, Alipay account, transactions effected through Faster Payment System or using the FPS Services or services from non-card association and other digital payment account as may be made available by the Bank from time to time, cash advance, balance transfers, “Instalment Credit” amount, MANHATTAN “Credit Cash” Instalment Program/Preferential Annual Rate Program amount, payment via Phone Banking Services or Online Banking, tax payment, interest/financial charges and fees; any unposted/cancelled/refunded/falsified or unauthorized transactions. The cash back of these Eligible Transactions is calculated at 0.5% of the total amount of the Eligible Transactions charged to the Card Account during the relevant month (“**CashBack**”), CashBack will be awarded to the Card Account monthly in the same relevant month.
- CashBack earned for each month will be shown on the monthly statement.
- CashBack earned cannot be withdrawn as cash advance and is not transferable.
- The eligible Credit Card Account must be valid, non-delinquent and in good financial standing at the time of Offer-giving; otherwise the Bank reserves the right to cancel the Offers without prior notice.
- If Cardholders have cancelled any related transaction which had been included in calculating CashBack amount after CashBack being credited to the Card Account, the Bank has the right to debit relevant amount from Card Account equivalent to the CashBack being credited without further notice.
- Fraud and abuse of the credit cards will result in the forfeiture of Cardholders’ eligibility to participate in this promotion as well as cancellation of a Cardholder’s credit cards. The Bank further reserves the right to deduct the relevant CashBack and fees incurred directly from the credit card accounts without prior notice and/or take legal action in such instances.
- These Terms and Conditions should be read together with the Customer Terms and the applicable documents referred to in Part A of the Customer Terms including the Credit Card Terms and Conditions for Points Redemption that form the banking agreement between the Bank and the Cardholder.

Terms of Application for Octopus Automatic Add Value Service:

- Definitions of “AAVS Account”, “AAVS Account Holder” and “Octopus Holder”**
For the purposes of the Octopus Automatic Add Value Agreement (“**AAVS Agreement**”) and this application form:
“**AAVS Account**” means the credit card account specified in this application or such other credit card account notified to Octopus Cards Limited, by you or your selected AAVS participating financial institution from time to time;
“**AAVS Account Holder**” means the holder of the AAVS Account as specified in this application form; and
“**Octopus Holder**” means the user of an Octopus who may be the AAVS Account Holder or who has linked his/her Octopus to an AAVS Account in the name of one of his/her family members or friends as specified in this application form.
- Eligibility**
 - If you are holding a Hong Kong dollar credit card with an AAVS participating financial institution and aged 18 or above, you may apply for AAVS to be linked to an Octopus belonging to you, up to a maximum of three Octopus. However, each Octopus must be linked to a different financial institution. In addition, you can also apply for AAVS to be linked to an Octopus belonging to your family members, friends or relatives aged 12 or above (you and such other persons together are referred to as the “Applicants”), up to a maximum of three Octopus in aggregate. However, each Octopus can be linked to only one AAVS Account.
 - In using this application form, each of the Applicants must apply for the AAVS with an existing Octopus. All value added to the designated Octopus of the Applicants through the AAVS will be charged to the AAVS Account.
- Application for AAVS**
 - You should fill in the 8- or 9-digit number of your Octopus in this application form and complete the application form as required. Once this application is approved by your selected AAVS participating financial institution, your Octopus will be registered and linked to your AAVS Account, and you will be notified of such approval accordingly. If the AAVS function is not yet activated, the Applicant is required to activate the function at designated locations. Activation of the AAVS function is only required for first time activation of the AAVS function or reactivation of the AAVS function following suspension.
 - All Octopus linked with AAVS is not transferable and should not be used by any person other than the registered Octopus Holders.
 - For an Applicant who already has a Personalised Octopus with his/her student status recorded on it, the Applicant may use this application form to apply for the AAVS. To apply for a Personalised Octopus with a student status, the Applicant should apply for such Personalised Octopus through his/her school or the Customer Service Centres of the Service Providers which offer the student status (such as customer service centres of MTR at designated stations).
 - We, Octopus Cards Limited, reserve the right to reject any application for AAVS at our sole and absolute discretion.
- Fee**
 - There is no application fee for first-time Applicants for the AAVS. Where an Octopus already has or used to have AAVS linked to it, there is a non-refundable handling fee of **HK\$20** charged for transferring the AAVS from one financial institution to another, or reactivation of AAVS following suspension or cancellation. Such fee(s) will be charged to the AAVS Account.**
 - If you are currently using AAVS on your Octopus and would like to apply for AAVS to be linked to a second or third Octopus whose AAVS function has never been enabled, there will be no fee for such application(s).**
 - As the AAVS Account Holder, you agree to pay us all costs and fees associated with the application of AAVS by all the Applicants in this application form.**
- Conditions of Issue of Octopus and AAVS Agreement**
The use of an Octopus and the AAVS respectively are subject to the terms of the Conditions of Issue of Octopus (the “**Conditions of Issue**”) and the AAVS Agreement issued by Octopus Cards Limited, in consistency between the Conditions of Issue, the AAVS Agreement and these Terms, the Conditions of Issue, the AAVS Agreement and these Terms shall prevail. By signing this application form, each of the Applicants agrees to observe and be bound by the Conditions of Issue, the AAVS Agreement and these Terms. Copies of the AAVS Agreement are distributed to the Applicants together with this application form. Copies of the Conditions of Issue can be obtained from us or downloaded from our website at www.octopus.com.hk.
- Lost Octopus**
You agree that if you lose your Octopus linked with AAVS, you shall report such loss to Octopus Cards Limited immediately by calling the Lost Octopus Reporting Hotline at 2266 2266. If your Octopus or the Octopus of relevant Octopus Holder is reported loss, this lost Octopus service will protect the AAVS Account Holder and/or the Octopus Holder from the loss of the remaining value and any value added through AAVS on such Octopus 3 hours after successful loss report.
- Personal Data**
It is necessary for each of the Applicants to provide his/her personal data to us in connection with obtaining the AAVS. If any Applicant fails to provide any information required in this application form, we may not be able to make available the AAVS for his/her use. Each applicant authorises the selected AAVS participating financial institution to disclose to Octopus Cards Limited his/her personal data submitted in this application and such other personal data including but not limited to contact details which the selected AAVS participating financial institution may possess for processing this application and operating the AAVS. By signing this application form, each of the Applicants agrees that he/she has read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement which is enclosed in this application.
- English Version Prevails**
In case of any discrepancy between the English and Chinese versions of these Terms, the English version shall prevail.