

**Octopus Automatic Add Value Service (“AAVS”) Upgrade Promotion  
for existing customers –Terms & Conditions**

1. This promotion (this “**Promotion**”) is open to you, as an existing AAVS customer of OCL, and is subject to these terms and conditions (“**Terms and Conditions**”).
2. This Promotion is organised by Octopus Cards Limited (and its successors and assigns) (“**OCL**”).
3. By participating in this Promotion, you are deemed to have read, accepted and agree to be bound by these Terms and Conditions.
4. OCL’s Privacy Policy, Conditions of Issue of Octopus, Schedule of Fees and Guidelines relating to the use of *Octopus*, Octopus Automatic Add Value Agreement (For Octopus Automatic Add Value Service linked to bank accounts maintained with, or credit cards issued by, Financial Institutions in Hong Kong) (“**Octopus Automatic Add Value Agreement**”), Terms & Conditions for Octopus Online Payment Service, Terms of Use of Octopus App, and other terms and conditions of use, published by OCL at [www.octopus.com.hk](http://www.octopus.com.hk) as amended from time to time, shall apply to this Promotion.
5. “**AAVS**” referenced in these Terms and Conditions is defined as “Automatic Add Value Service” in the Octopus Automatic Add Value Agreement. “**Financial Institution**” and “**AAVS Account**” referenced in these Terms and Conditions are defined in the Octopus Automatic Add Value Agreement. “**Authorised Mobile Payment Service Provider**”, “**Octopus**” and “**Smart Octopus**” referenced in these Terms and Conditions are defined in the Conditions of Issue of Octopus.

**Promotion Details**

6. This Promotion starts at 00:00 on 1 June 2022 (Hong Kong time) and ends at 23:59 on 31 August 2022 (Hong Kong time) (both dates inclusive) (the “**Promotion Period**”) and is subject to these Terms and Conditions.
7. You will not be eligible to participate in this Promotion if, as of 31 May 2022:
  - 7.1 your *Octopus* is suspended, cancelled or invalid;
  - 7.2 your *Octopus* is not enabled with AAVS; or
  - 7.3 the Auto-Reload Amount (as defined in Clause 8.1 below) of your *Octopus* is HK\$500 or HK\$1,000.
8. Subject to Clause 18 below, to enjoy the Promotion Offer (as defined in Clause 9 below), you must: -
  - 8.1 during the Promotion Period, successfully apply for your valid *Octopus*, either for (a) an upgrade of the Auto-Reload Amount to HK\$500 or HK\$1,000 with the Financial Institution that manages your AAVS Account; or (b) an upgrade of the Auto-Reload Amount to HK\$500 or HK\$1,000 with a Financial Institution other than the Financial Institution mentioned in (a) (the *Octopus* referred to in (a) and (b) shall be collectively referred to as the “**Eligible Octopus**”). “**Auto-Reload Amount**” shall mean the amount of value added, or to be added, to the Eligible Octopus by means of AAVS;
  - 8.2 register for this Promotion during the period from 1 June 2022 to 31 August 2022 (both dates inclusive) (the “**Promotion Registration Period**”) by providing the Octopus number of the Eligible Octopus, your Hong Kong mobile phone number and your preferred language of communication through the Promotion registration website at [www.octopus.com.hk/upgradeaavs](http://www.octopus.com.hk/upgradeaavs), or such other registration website as announced by OCL from time to time; if you have registered the Eligible Octopus for this Promotion for more than once, the last registration of the Eligible Octopus as recorded by OCL shall be final and conclusive; and
  - 8.3 activate the upgraded Auto-Reload Amount applied pursuant to Clause 8.1 on the Eligible Octopus and complete at least one successful automatic reload transaction on such Eligible Octopus during the period from 1 June 2022 to 30 September 2022 (both dates inclusive) (the “**AAVS Reload Period**”).
9. The “**Promotion Offer**” is a top-up value of HK\$50 to the Eligible Octopus.
10. The Promotion Offer is limited and will be offered on a first-come-first-served basis. OCL will announce on its website [www.octopus.com.hk](http://www.octopus.com.hk) if the Promotion Offer runs out.
11. You can enjoy the Promotion Offer only once.
12. The Promotion Offer cannot be altered, transferred, redeemed or exchanged for cash or products or services or other electronic value under any circumstances whatsoever.
13. You cannot enjoy the Promotion Offer in conjunction with offers of other AAVS promotions organised by OCL at any time during the Promotion Period other than AAVS promotions for new customers designated by OCL which are held during the Promotion Period.

**Collection of Promotion Offer**

14. There are 2 phases of Promotion Offer Collection Period (“**Promotion Offer Collection Period**”), that is:
  - 14.1 Phase 1 – for customers fulfilling the requirements of Clause 8.2 between 1 June 2022 and 15 July 2022 **AND** Clause 8.3 between 1 June 2022 and 15 August 2022;
  - 14.2 Phase 2 – for customers fulfilling the requirements of Clauses 8.2 and 8.3 within the time periods other than as stipulated under Clause 14.1;and the respective collection periods of the Promotion Offer Collection Period are as follows:

Promotion Registration Period (Clause 8.2)	AAVS Reload Period (Clause 8.3)	Promotion Offer Collection Period
1 June 2022 to 31 August 2022 (both dates inclusive)	1 June 2022 to 30 September 2022 (both dates inclusive)	<b>Phase 1</b> 15 September 2022 to 14 October 2022 (both dates inclusive)
		<b>Phase 2</b> 1 November 2022 to 30 November 2022 (both dates inclusive)

15. You must follow the steps set out in [www.octopus.com.hk/collection\\_en](http://www.octopus.com.hk/collection_en) to collect the Promotion Offer.
16. Nothing in these Terms and Conditions shall oblige OCL to notify you of the availability of the Promotion Offer or collection of the Promotion Offer within the Promotion Offer Collection Period. Nevertheless, OCL may issue notification for collecting the Promotion Offer by way of short message service (sms) to you if you have provided your Hong Kong mobile phone number and preferred language for communication at the time of registration for the Promotion pursuant to Clause 8 above.
17. Each *Octopus* can store up to a maximum amount of HK\$3,000. If the Eligible Octopus has stored up to HK\$3,000, you must spend such amount of stored value in the Eligible Octopus that is equivalent to the amount of the Promotion Offer before collecting the Promotion Offer within the relevant Promotion Offer Collection Period.

#### Forfeiture and return of Promotion Offer

18. The Promotion Offer will be forfeited automatically without notice to you in the following situations:
  - 18.1 any Promotion Offer not collected within the relevant Promotion Offer Collection Period;
  - 18.2 the suspension, cancellation or invalidation of the Eligible Octopus for whatever reason(s) at the time of collection of the Promotion Offer;
  - 18.3 in addition to Clause 18.2 above, in respect of an Eligible Octopus which is a *Smart Octopus* ("**Eligible Smart Octopus**"), the suspension, cancellation or invalidation of the Eligible Smart Octopus due to reset of the Samsung Pay mobile application, transfer of the Eligible Smart Octopus to another mobile device, loss of the relevant mobile device, performance of the factory data reset on the relevant mobile device, or activation of the Find My Mobile service on the relevant mobile device;
  - 18.4 the AAVS of the Eligible Octopus is suspended or cancelled for whatever reason(s) at the time of collection of the Promotion Offer; or
  - 18.5 if you change the upgraded Auto-Reload Amount of the AAVS Account linked to the Eligible Octopus to an amount less than HK\$500 at any time prior to the collection of the Promotion Offer.
19. Upon receipt of the Promotion Offer, if you subsequently change the upgraded Auto-Reload Amount of the AAVS Account linked to the Eligible Octopus to an amount less than HK\$500 on or before 30 September 2023, you acknowledge and agree that OCL may charge you the equivalent value of the Promotion Offer.
20. Upon receipt of the Promotion Offer, if you subsequently cancel or suspend for whatever reason(s) the AAVS Account linked to the Eligible Octopus on or before 30 September 2023, you acknowledge and agree that OCL may charge you the equivalent value of the Promotion Offer.

#### General

21. No claims can be made against OCL in relation to this Promotion or any failure in the communication networks, mobile applications, or mobile device, or any interruption, interception, suspension, delay, blackout, loss, unavailability, mutilation, incorrect data transmission or other failure.
22. Any act that is found or suspected to be fraudulent may result in you being disqualified from participating in this Promotion and not being eligible for the Promotion Offer.
23. OCL has the sole and absolute discretion to modify these Terms and Conditions at any time, which shall be effective immediately upon posting.
24. OCL's decisions in relation to any and all aspects of this Promotion shall be final and conclusive.
25. Any enquiries relating to banking matters in connection with the AAVS Account, including bonus points and incentives offered by the related bank cards or credit cards, should be referred to the relevant Financial Institution(s). Any enquiries or issues relating to mobile applications or communication services other than provided by OCL should be referred to the relevant Authorised Mobile Payment Service Provider or third party, as the case may be.
26. You are responsible for a handling fee of HK\$20 for each transfer, change, or reactivation of your AAVS Account.
27. No person other than the holder of an Eligible Octopus and OCL shall have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce the provisions of these Terms and Conditions.
28. Save for Clause 25 above, any enquiries or disputes concerning this Promotion must be made to OCL **on or before 31 December 2022** by post to Customer Service, Octopus Cards Limited at 46/F, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong, or by facsimile (no.: 2266 2211) or by calling Octopus Customer Service Hotline (no.: 2266 2222) or by email to [customerservice@octopus.com.hk](mailto:customerservice@octopus.com.hk).

29. Without limiting OCL's rights under the Privacy Policy and the Personal Information Collection Statement in the Octopus Automatic Add Value Agreement, personal information collected from you in this Promotion (namely, your Hong Kong mobile phone number, preferred language of communication and Octopus number of the Eligible Octopus) will be used by OCL for (i) identifying and verifying your eligibility to participate in this Promotion and/or receiving the Promotion Offer, (ii) fulfilling the Promotion Offer, (iii) sending notification for collecting the Promotion Offer pursuant to Clause 16 above and (iv) handling any enquiries or resolving any disputes in relation to this Promotion.
30. If you fail to provide information requested by OCL for handling enquiries or resolving disputes in relation to this Promotion, OCL may not be able to process your enquiry or dispute.
31. Information collected or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by **30 November 2023**.
32. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.
33. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.