

Welcome Offer Promotion for New Mobile Octopus Customers – Terms & Conditions

1. This “Welcome Offer Promotion for New Mobile Octopus Customers” (this “**Promotion**”) is organised by Octopus Cards Limited (“**OCL**”). This Promotion is open to first-time holders of Mobile Octopus who are using the Eligible Devices (as defined in Clause 11), and is subject to the terms and conditions as stated below (these “**Terms and Conditions**”).
2. By participating in this Promotion, you are deemed to have read and accepted, and agree to be bound by these Terms and Conditions. OCL reserves the right to amend these Terms and Conditions at any time without prior notice.
3. OCL’s Privacy Policy Statement, Conditions of Issue of Octopus, Schedule of Fees and Guidelines relating to the use of Octopus (the “**Schedule of Fees**”), Terms of Use of Octopus App and other terms and conditions of use published by OCL at www.octopus.com.hk and/or in Octopus App, as amended from time to time, shall apply to this Promotion.
4. “**Octopus App**” referenced in these Terms and Conditions is defined as “**Octopus Mobile App**” in the Conditions of Issue of Octopus. “**Automatic Add Value Service**”, “**Faster Payment System**”, “**Mobile Octopus**”, “**Octopus**”, “**Octopus Wallet**”, “**On-Loan Octopus**”, “**Personalised**” and “**Stored Value Limit**” referenced in these Terms and Conditions are defined in the Conditions of Issue of Octopus. “**Citi Octopus**” refers to the Octopus of the Citi Octopus Platinum Card and/or the Citi Octopus Gold Card issued by Citibank (Hong Kong) Limited provisioned onto Apple Pay (without credit card function). “**Octopus App for Tourists**” referenced in these Terms and Conditions means the mobile application developed and operated by OCL and commonly known or marketed as the “Octopus App for Tourists”.

Promotion details

5. The promotion period of this Promotion will commence on 23 June 2025, 00:00, Hong Kong time until 20 September 2025, 23:59, Hong Kong time (both dates inclusive) (“**Promotion Period**”).
6. Subject to these Terms and Conditions, if you:
 - 6.1. are using an Eligible Device (as defined in Clause 11);
 - 6.2. have not added any Eligible Mobile Octopus (as defined in Clause 12) to any of your Eligible Device prior to the start of the Promotion Period;
 - 6.3. have successfully added an Eligible Mobile Octopus to your Eligible Device during the Promotion Period (“**Designated Mobile Octopus**”);
 - 6.4. have conducted an Eligible Transaction (as defined in Clause 8) using your Designated Mobile Octopus during the Promotion Period; and
 - 6.5. have successfully registered for this Promotion during the Promotion Period by providing your Designated Mobile Octopus number in the campaign page entitled “Octopus GO: Mobile Octopus Black Card Lucky Draw”, and consenting to these Terms and Conditions, on the Octopus App.

Additional requirements for Android Customers (as defined in Clause 11) only

- 6.6. have installed the latest version of Octopus App onto your Eligible Device and have registered and logged in to an Octopus Wallet account;
- 6.7. have successfully added the Designated Mobile Octopus to your Google Wallet, a mobile application operated by Google LLC (“**Google Wallet**”);

you will be considered a successful participant in this Promotion (each, a “**Participant**” and collectively, “**Participants**”) and will, subject to the Promotion Limit (as defined in Clause 9), be eligible to receive a welcome offer of HK\$100 Octopus top-up value (the “**Offer**”).

7. The following Octopus are not considered as an Eligible Mobile Octopus in this Promotion:
 - 7.1. any Octopus added onto the Octopus App for Tourists; or
 - 7.2. any Octopus added onto:
 - (a) any Eligible Device to which a Mobile Octopus has previously been added;
 - (b) any Eligible Device using the same Octopus Wallet number with which an Octopus on Android (designated as a Mobile Octopus) has previously been added;
 - (c) any Eligible Device using the same Apple ID (as defined in Clause 11) with which an Octopus on iPhone and Apple Watch (designated as a Mobile Octopus) has previously been added;
 - (d) any Eligible Device using the same Apple ID with which a Citi Octopus on iPhone and Apple

- Watch (designated as a Mobile Octopus) has previously been added;
- (e) any Eligible Device using the same Samsung Wallet (as defined in Clause 11) account which a Smart Octopus in Samsung Pay (designated as a Mobile Octopus) has previously been added; or
- (f) any Eligible Device using the same Huawei Pay (as defined in Clause 11) ID with which a Huawei Pay Octopus (designated as a Mobile Octopus) has previously been added,

prior to the start of the Promotion Period.

8. An eligible transaction (the “**Eligible Transaction**”) means a successful payment transaction with a single transaction value of HK\$50 or above using the Designated Mobile Octopus as the means of payment completed at any time during the Promotion Period. An Eligible Transaction does not include:
- 8.1. any add value transaction (whether through Automatic Add Value Service, cash reload, add value through Google Wallet, Apple Wallet, Samsung Wallet or Huawei Pay, with credit cards or debit cards, or add value through Octopus App with Octopus Wallet, from bank mobile applications or bank account with Faster Payment System transfer setup or with credit or debit cards or otherwise);
- 8.2. any transaction that has not been received or obtained by OCL from the merchants at the time when OCL conducts data processing under this Promotion; and
- 8.3. any transaction that is unauthorised, or that is not posted or is eventually being rejected, reversed, cancelled or refunded for whatever reason at the time when OCL conducts data processing under this Promotion.
9. The Offer is available on a first-come-first-served basis and is limited to the first 20,000 Participants (“**Promotion Limit**”) who have fulfilled all requirements set out in Clause 6.
10. Each Participant is entitled to the Offer once only under this Promotion.
11. “**Eligible Devices**” referenced in these Terms and Conditions is defined as follows:

Type of customers	Description of Eligible Devices
Customers using Android device (“ Android Customers ”, each an “ Android Customer ”)	Near field communication (NFC) enabled devices with Android 12 version or above;
Customers using Apple Pay, a mobile payment and digital wallet service by Apple Inc. (“ Apple ”)	iPhone 8 or above, or Apple Watch Series 3 or above and has signed in to Apple Wallet with Apple ID (“ Apple ID ”);
Customers using Samsung Wallet, a mobile application operated by Samsung Group (“ Samsung Wallet ”)	Samsung Galaxy Z Flip, Z Flip 5G, Z Flip 3 5G, Z Flip 4 5G, Z Flip 5 5G, Z Flip 6, Fold 6, Fold 5 5G, Fold 4 5G, Fold 3 5G, Fold 2 5G, Fold, Note20 Ultra, Note20 5G, Note10+, Note10, Note10 Lite, Note9, Note8, S25 Ultra, S25+, S25, S24 Ultra, S24, S24+, S24FE, S23 Ultra, S23+, S23, S23FE, S22 Ultra, S22+, S22, S21 FE 5G, S21 Ultra, S21+, S21 5G, S20 FE, S20 Ultra, S20+, S20, S10, S10+, S10e, S9, S9+, S8, S8+, A80, A71, A70, A60, A55 5G, A54 5G, A53 5G, A52 5G, A51, A50s, A35 5G, A34 5G, A9, A8s, A8 Star, A8+, C9 Pro, C7 Pro and C5 Pro and are purchased from an authorised dealer of Samsung in Hong Kong. The list of Eligible Devices from Samsung (as may be updated from time to time) can be found on OCL’s website www.octopus.com.hk and on Samsung’s website https://www.samsung.com/hk/en/samsungpay/smartoctopus ; and
Customers using Huawei Pay, a mobile application operated by Huawei Technologies Co., Ltd. (“ Huawei Pay ”)	Huawei Mate 50 Pro, 40 Pro, Mate Xs, Mate 30 Pro, Mate 30, Mate 20 Pro, Mate 20, Mate 20 X, Mate 20 X 5G, Mate Xs 2, P50 Pocket, P50 Pro, P40 Pro+, P40 Pro, P40, P30 Pro, P30, PORSCHE DESIGN HUAWEI Mate 20 RS, nova 10 Pro, nova 10, nova 9, nova 7 5G.

12. **“Eligible Mobile Octopus”** referenced in these Terms and Conditions is defined as the following type of Mobile Octopus (designated as Mobile Octopus) added to your Eligible Device for the first time during the Promotion Period by:

Type of Eligible Mobile Octopus	Method of adding the Eligible Mobile Octopus to your Eligible Device
Octopus on Android	(i) transferring your “Adult” type of On-Loan Octopus to your Eligible Device; or (ii) provisioning a new “Adult” type of On-Loan Octopus to your Eligible Device;
Octopus on iPhone and Apple Watch	(i) transferring your Applicable Type of Octopus for Apple Wallet or Octopus App (as defined immediately below) to your Eligible Device via Apple Wallet or Octopus App; or (ii) provisioning a new Applicable Type of Octopus for Apple Wallet or Octopus App to your Eligible Device via Apple Wallet or Octopus App; “Applicable Type of Octopus for Apple Wallet or Octopus App” referenced in these Terms and Conditions is referring to an “Adult” or “Elder” type of On-Loan Octopus or Personalised On-Loan Octopus, except Octopus of designated card types which can be found on OCL’s website at https://www.octopus.com.hk/en/consumer/customer-service/faq/apple-pay/get.html#transferCardType .
Citi Octopus on iPhone or Apple Watch	Such Eligible Mobile Octopus shall be added to your Eligible Device through the Octopus App;
Smart Octopus in Samsung Pay and Huawei Pay Octopus	(i) transferring your Applicable Type of Octopus for Smart Octopus and Huawei Pay Octopus to your Eligible Device (as defined immediately below); or (ii) provisioning a new Applicable Type of Octopus for Smart Octopus and Huawei Pay Octopus to your Eligible Device. “Applicable Type of Octopus for Smart Octopus and Huawei Pay Octopus” referenced in these Terms and Conditions is referring to an “Adult” or “Elder” type of On-Loan Octopus or Personalised On-Loan Octopus, except Octopus of designated card types which can be found on OCL’s website, (i) for Huawei Pay at https://www.octopus.com.hk/en/consumer/customer-service/faq/huawei-pay/get.html#transferCardType ; and (ii) for Smart Octopus in Samsung Pay at https://www.octopus.com.hk/en/consumer/customer-service/faq/smart-octopus/get-smart-octopus.html#transferCardType .

Collection details of the Offer

13. The Offer will be made available for collection via Octopus App or Octopus Service Points, from the seventh (7) days onwards after you have fulfilled all the requirements set out in Clause 6 and the related transaction data of an Eligible Transaction has been received or obtained by OCL (the **“Collection Date”**), up to within thirty (30) days immediately after the Collection Date (**“Collection Period”**). For the purpose of determining the fulfilment of requirements in Clause 6, the related transaction data of an Eligible Transaction received or obtained by OCL and the Collection Date, the decision of OCL shall be final,

conclusive and binding on all parties.

14. You must follow the steps set out on the official website of OCL at www.octopus.com.hk/collection_en to collect the Offer. At the time of collection of the Offer at an Octopus Service Point, you should follow the instructions shown on the screen of the Octopus Service Point to enable the Offer to be credited to your Designated Mobile Octopus. Please visit the website at www.octopus.com.hk/en/consumer/card-replacement/octopus-service-points/index.html for the location of the Octopus Service Points.
15. Nothing in these Terms and Conditions shall oblige OCL to notify the Participant of the availability of the Offer or the forfeiture of the Offer. Nevertheless, if the Participant has opted-in to receive push notifications in Octopus App prior to the start of the Collection Period, such Participant will be notified by push notification through Octopus App on the availability period of the collection of the Offer through Octopus App.
16. Each Designated Mobile Octopus can only store up to the applicable Stored Value Limit as set out in the Schedule of Fees, currently being HK\$1,000 or HK\$3,000 (as applicable). If the applicable Stored Value Limit has been reached at the time of collecting the Offer, you must spend such amount of stored value in the relevant Designated Mobile Octopus that is of a value not less than that of the Offer before you will be able to collect the Offer again during the Collection Period.
17. The Offer will be forfeited automatically without notice if (a) the Participant fails to collect the Offer within the Collection Period, or (b) the said Designated Mobile Octopus of the Participant has been removed, refunded, suspended, cancelled or terminated or is no longer valid for whatever reason(s) at the time of collection; which, under no circumstance shall any claim be made against OCL whatsoever. OCL shall not bear any responsibility or liability whatsoever if any Participant fails or is unable to collect the Offer under whatever circumstance, including, but not limited to, due to reset of Apple Wallet, Apple ID, Samsung Wallet, Google Wallet, Huawei Pay or Huawei Pay ID, suspension, cancellation or termination of Designated Mobile Octopus for whatever reason(s), loss of Eligible Device, or device reset due to factory data reset or Find My iPhone, or the Participant's Octopus Wallet is not connected to his or her Eligible Device or the Octopus App has been uninstalled from the relevant Eligible Device at the time when OCL is crediting the Offer to the Designated Mobile Octopus, or at the time of collection.

General

18. Each Participant acknowledges and agrees that OCL is not the supplier of the goods and services provided by any of the merchants pursuant to the Eligible Transactions and under no circumstance shall OCL have any liability whatsoever in respect of the goods and services provided by the merchants. OCL shall not be liable to any Participant or any other person or entity in respect of any goods and services provided by any merchant pursuant to the Eligible Transactions and any other goods and services provided by any merchant whatsoever, including but not limited to the quality, supply or the description of any goods and/or services.
19. Any enquiries or disputes concerning this Promotion must be made to OCL on or before **28 November 2025** by post to Customer Service, Octopus Cards Limited at 46/F, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong, or by calling Octopus Customer Service Hotline (no.: 2266 2222). You will be required to provide your Designated Mobile Octopus number for collection of the Offer and when making an enquiry or lodging a dispute in relation to this Promotion. If you fail to provide the aforesaid information, OCL may not be able to process your enquiry or dispute.
20. OCL reserves the right to disqualify any Participant who has committed or is suspected of fraud, or if OCL believes that a Participant's in this Promotion has been manipulated in any way by machines or computers. Any transaction that is found to be fraudulent will result in the relevant Designated Mobile Octopus and/or Participant being disqualified from participating in this Promotion.
21. By participating in this Promotion, each of the Participants under this Promotion agrees that his/her Designated Mobile Octopus number and details of the Eligible Transactions (as the case may be) collected in connection with this Promotion or the Offer will be used and retained by OCL for the purpose of this Promotion for (a) verifying a Participant's eligibility, and (b) handling any enquiries or resolving any disputes. Any information collected by OCL as aforesaid in connection with this Promotion or the Offer will be retained for six (6) months after the end of the Promotion Period ("**Retention Period**") and will be destroyed on expiry of the Retention Period.

22. OCL reserves the right to change or substitute the Offer to or with other Offer of a comparable or equivalent value as it deems fit. The Offer is not exchangeable for cash or any kind.
23. In the event of any dispute arising from this Promotion or relating to the interpretation of these Terms and Conditions, the decision of OCL shall be final and binding on all parties.
24. OCL has the sole and absolute discretion to amend or modify these Terms and Conditions at any time, which shall be effective immediately upon posting on OCL's website at www.octopus.com.hk.
25. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond OCL's reasonable control (including force majeure events, etc.), OCL reserves the right, in its sole discretion and to the fullest extent permitted by applicable laws, to modify, suspend, terminate or cancel this Promotion, in whole or in part, as appropriate. Under no circumstance shall OCL be responsible for or liable to any Participant or any other person or entity whatsoever relating to or in connection with this Promotion.
26. OCL makes no guarantee of the availability of Octopus App and will not be held responsible for interruption of service that may interfere with the ability of any person to participate in this Promotion.
27. Except for any liability that cannot be excluded by law, OCL (including its officers, employees and agents) excludes any and all liability (including in negligence), for any personal injury, or any loss or damage (including loss of profit, loss of opportunity, etc.), whether direct, indirect, special or consequential whatsoever, arising in any way out of or relating to this Promotion, including but not limited to the following: (a) any technical difficulties or equipment malfunction (whether or not under OCL's control); (b) any theft, unauthorised access or third party interference; (c) any transaction, claim or Offer that is late, lost, altered, damaged or misdirected (whether or not after receipt by OCL) due to any reason beyond the reasonable control of OCL; (d) any variation to the Offer value to that stated in these Terms and Conditions; or (e) use of the Offer.
28. Each of the Participants agrees to indemnify and hold OCL harmless from and against any and all claims, damages, liabilities, costs and expenses (including legal costs on an indemnity basis) arising from any breach of these Terms and Conditions and/or arising out of or in connection with his or her participation in this Promotion.
29. Except where expressly provided herein, each of the Participants shall bear his/her own costs and expenses incurred and/or arising from his/her participation in this Promotion, and no reimbursement may be sought from OCL whatsoever.
30. No person other than the Participants and OCL will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any of the provision of these Terms and Conditions.
31. In case of any inconsistency or discrepancy between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.
32. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong, without regard to its conflict or choice of law provisions.