

**Welcome Offer and Usage Rebate Promotion for New Smart Octopus in Samsung Pay Customers – Terms & Conditions (these “Terms and Conditions”)**

1. This “Welcome Offer and Usage Rebate Promotion for New Smart Octopus in Samsung Pay Customer” (this “Promotion”) is organised by Octopus Cards Limited (“OCL”) and open to Samsung Pay customers (collectively, “Samsung Pay Customers”, each, “Samsung Pay Customer”) who have enrolled Samsung Pay pursuant to Samsung Pay Terms of Service as issued by Samsung Electronics Hong Kong Co., Ltd. (“Samsung”).
2. By participating in this Promotion, each Samsung Pay Customer is deemed to have read, 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. The promotion period of this Promotion (the “Promotion Period”) will commence from 1 May 2019 00:00 Hong Kong time until 30 June 2019 23:59, Hong Kong time.
4. This Promotion is open to Samsung Pay Customers who use Samsung Pay on Samsung Galaxy Note9, S10, S10+, S10e, S9, S9+, S8, S8+, Note8, A70, A9, A8s, A8 Star, A8+, C9 Pro, C7 Pro or C5 Pro (collectively, “Eligible Devices”, each an “Eligible Device”). The list of Eligible Devices (as may be updated from time to time) can be found on OCL website [www.octopus.com.hk/en/consumer/mobile-payment/smart-octopus/about/index.html](http://www.octopus.com.hk/en/consumer/mobile-payment/smart-octopus/about/index.html).
5. Subject to these Terms and Conditions (including Clauses 8, 9, 10, 11 and 13), each of the first 7,500 Samsung Pay Customers who has successfully added a valid Smart Octopus (the “Eligible Smart Octopus”) issued by OCL and subject to the Conditions of Issue of Octopus published by OCL (as amended from time to time) in Samsung Pay on an Eligible Device during the Promotion Period will be considered as a successful participant of this Promotion (each, a “Participant”) to receive a welcome offer of HK\$50 Octopus Top-up Value (“Offer 1”); and each Participant who has conducted an Eligible Transaction (as defined in Clause 7) will receive a rebate of HK\$10 Octopus Top-up Value for each Eligible Transaction (“Offer 2”) up to a maximum of 10 Eligible Transactions and a maximum aggregate amount of HK\$100 Octopus Top-up Value.
6. Each Participant will be entitled to a maximum aggregate amount of HK\$150 Octopus Top-up Value for both Offer 1 and Offer 2 under this Promotion. Offer 1 and Offer 2 shall collectively be referred to as “Offers”.
7. An eligible transaction (“Eligible Transaction”) refers to any payment transaction with a single transaction value of HK\$50 or above using Eligible Smart Octopus as the means of payment during the Promotion Period. An Eligible Transaction does not include:
  - (a) any fund transfer with an O! ePay Account (as defined in the Conditions of Issue of Octopus) and any add value transaction (whether through Octopus Automatic Add Value Service, cash reload, add value through Samsung Pay mobile application with credit cards or otherwise);
  - (b) 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 or a spending transaction that is eventually cancelled or refunded;
  - (c) Rewards Dollars (as defined under the Terms and Conditions for Octopus Rewards Programme) used as payment in any spending transaction will also not be counted as the amount spent for the said transaction.
8. Where an Eligible Smart Octopus is suspended, cancelled or invalid for whatever reason(s) during the Promotion Period, including but not limited to, reset of Samsung Pay application, transfer of Eligible Smart Octopus to other device (including Eligible Device), loss of Eligible Device, or device reset due to factory data reset or Find My Mobile service, any spending amount and spending transaction recorded on such Eligible Smart Octopus during the Promotion Period will not be transferred to or counted towards the new replacement Smart Octopus.
9. Any Smart Octopus which is added in Samsung Pay on an Eligible Device previously being issued with another Smart Octopus, or is added to any Eligible Device using the Samsung Pay account which had previously issued another Smart Octopus before the Promotion Period will not be considered as an Eligible Smart Octopus.
10. To collect the Offers, each Participant is required to register his/her Eligible Smart Octopus on the Octopus App, a mobile application operated by OCL. Each Participant will be notified by push notification through the Octopus App on 8 August 2019 or 9 August 2019 that the Offers will be made available for collection through the Octopus App onto his/her said Eligible Smart Octopus.
11. The Offers will be made available for collection until and including 10 September 2019. The Offers will be forfeited automatically without notice if, at the time of collection: (a) the Participant fails to collect the Offers on or before 10 September 2019, or (b) the said Eligible Smart Octopus of the Participant has been suspended,

cancelled or terminated or is no longer valid for whatever reason(s); which, under no circumstance shall any claim be made against OCL and/or Samsung whatsoever. Neither OCL nor Samsung shall bear any responsibility or liability whatsoever if any Participant fails or is unable to collect the Offers under whatever circumstance, including, but not limited to, due to reset of Samsung Pay, transfer of Eligible Smart Octopus to other device (including Eligible Device), suspension, cancellation or termination of Eligible Smart Octopus for whatever reason, loss of Eligible Device, or device reset due to factory data reset or Find My Mobile service.

12. Each Participant acknowledges and agrees that neither OCL nor Samsung is the supplier of the goods and services provided by any of the merchants pursuant to the Eligible Transactions and under no circumstance shall OCL or Samsung have any liability whatsoever in respect of the goods and services provided by the merchants. Neither OCL nor Samsung shall be liable to any Eligible Smart Octopus Customers, Participants or any other person 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.
13. OCL reserves the right to disqualify any Participant committed or suspected of fraud, or if OCL believes that Participant's participation of 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 Eligible Smart Octopus and/or the Participant being disqualified from participating in this Promotion.
14. By participating in this Promotion, each Participant under this Promotion agrees that the number of Eligible Smart Octopus and the details of Eligible Transaction, collected in connection with this Promotion or Offers will be used and retained by OCL for the purpose of this Promotion for (i) verifying Participants' eligibility, (ii) notifying Participants on the Offers, and (iii) carrying out any enquiries or resolving any disputes. Any information collected by OCL as aforesaid in connection with this Promotion or Offers will be retained for 6 months after the end of the Promotion Period ("retention period") and will be destroyed on expiry of the retention period.
15. OCL reserves the right to change or substitute the Offers to other offers of a comparable or equivalent value if it deems fit. None of the Offers is exchangeable for cash.
16. 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.
17. 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 and Samsung's reasonable control (e.g. force majeure events, etc.), each of OCL and Samsung 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 and/or Samsung be responsible or liable to Eligible Samsung Customers, Participants or any person whatsoever relating to or in connection with this Promotion.
18. Samsung makes no guarantee of the availability of its web services or Samsung Pay service and will not be held responsible for interruption of service that may interfere with the ability to participate in this Promotion. OCL makes no guarantee of the availability of the Octopus App and will not be held responsible for interruption of service that may interfere with the ability to participate in this Promotion.
19. Except for any liability that cannot be excluded by law, each of OCL and Samsung (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 the Promotion, including but not limited to the followings: (i) any technical difficulties or equipment malfunction (whether or not under OCL's and/or Samsung's control); (ii) any theft, unauthorised access or third party interference; (iii) any transaction, claim or Offers 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 and Samsung; (iv) any variation to the Offers value to that stated in these Terms and Conditions; (v) any tax liability incurred by a Samsung Pay Customer and/or Participant; or (vi) use of any of the Offers.
20. Each Participant agrees to indemnify and hold each of OCL and Samsung harmless from and against any and all claims, damages, liabilities, costs and expenses (including legal costs on an indemnity basis) arising from the alleged or actual infringement of any third party copyright, patent, trademark or other intellectual property rights, or other rights, any breach of these Terms and Conditions and/or arising out of or in connection with this Promotion.

21. Except where expressly provided herein, each of the Samsung Pay Customers and 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 and/or Samsung whatsoever.
22. No person other than the Participant, OCL and Samsung will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provision of these Terms and Conditions.
23. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.
24. 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.
25. Except as expressly stated herein, OCL and/or Samsung will not provide your personal information to any third parties without your consent. In addition, OCL and/or Samsung will not sell or disclose, by any method, information on the Participants under this Promotion and personal information of visitors to this website. OCL's Privacy Policy, Conditions of Issue of Octopus, Terms of Use of Octopus Mobile App and other terms and conditions apply. Please refer to OCL's website: [www.octopus.com.hk](http://www.octopus.com.hk) for details. For Samsung's privacy policy, please refer to Samsung's company's website: [www.samsung.com/hk\\_en/info/privacy.html](http://www.samsung.com/hk_en/info/privacy.html). Samsung Pay Terms of Service apply.
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