

Spending Rebate Promotion for New Octopus on iPhone and Apple Watch Customers – Terms & Conditions
(these “Terms and Conditions”)

1. This “Spending Rebate Promotion for New Octopus on iPhone and Apple Watch Customers” (this “Promotion”) is organised by Octopus Cards Limited (“OCL”) and open to customers of Apple Pay, a mobile payment and digital wallet service by Apple Inc. (“Apple”) (collectively, “Apple Pay Customers”, each, “Apple Pay Customer”) using Apple Wallet, a mobile application operated by Apple (“Apple Wallet”).
2. By participating in this Promotion, each Apple 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. Conditions of Issue of Octopus, 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”, “Octopus”, “Octopus Wallet”, “On-Loan Octopus”, “Personalised” and “Smart Octopus” referenced in these Terms and Conditions are defined in the Conditions of Issue of Octopus. “Eligible Octopus Card” 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>).
5. The promotion period of this Promotion will commence from 30 August 2022, 00:00, Hong Kong time until 30 September 2022, 23:59, Hong Kong time (“Promotion Period”).
6. This Promotion is open to Apple Pay Customers using iPhone 8 or above, or Apple Watch Series 3 or above (collectively, “Eligible Devices”, each, an “Eligible Device”) and signed in to Apple Wallet with Apple ID (“Apple ID”).
7. Subject to these Terms and Conditions (including Clauses 8, 9, 10, 11, 12, 13, 14, 15 and 17), each Apple Pay Customer who:
 - (a) has not added any Octopus to his/her Eligible Device prior to the start of the Promotion Period;
 - (b) has successfully added a valid Octopus (designated as a Smart Octopus) during the Promotion Period (an “Eligible Smart Octopus”) either by:
 - (i) transferring his/her Eligible Octopus Card to his/her Eligible Device via Apple Wallet or Octopus App;
or
 - (ii) provisioning a new Octopus to his/her Eligible Device via Apple Wallet or Octopus App;
 - (c) has registered for this Promotion during the Promotion Period by providing the Octopus number of his/her Eligible Smart Octopus on this Promotion website at <https://www.octopus.com.hk/apo/en>; and
 - (d) has conducted Eligible Transaction(s) (as defined in Clause 8) using his/her Eligible Smart Octopus within 30 days starting from the date of registration pursuant to Clause 7(c) above (“Spending Period”);will be considered a successful participant of this Promotion (each, a “Participant”) and will be eligible to receive 10% rebate on the aggregate amount of Eligible Transactions conducted during the Spending Period, up to a maximum of HK\$200 Octopus top-up value as welcome reward (the “Reward”).
8. An eligible transaction (“Eligible Transaction”) refers to any payment transaction using Eligible Smart Octopus as the means of payment during the Spending Period. An Eligible Transaction does not include:
 - (a) any add value transaction (whether through Automatic Add Value Service, cash reload, add value through Apple Wallet 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); and
 - (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.
9. The Reward is limited and will be offered on a first-come-first-served basis until the Reward runs out.
10. Where an Eligible Smart Octopus is suspended, cancelled or invalid for whatever reason(s) during the Promotion Period or Spending Period, including but not limited to, reset of Apple Wallet or Apple ID, loss of Eligible Device, or device reset due to factory data reset or Find My iPhone, any spending amount and spending transaction recorded on such Eligible Smart Octopus during the Spending Period will not be transferred to or counted towards the new Octopus replacement.
11. Any Octopus which is added on an Eligible Device previously being issued with another Octopus, or is added to any Eligible Device using the Apple ID which had previously issued another Octopus before the Promotion Period will not be considered as an Eligible Smart Octopus in this Promotion.

12. Each Participant is eligible to the Reward once only under this Promotion. If more than one Eligible Smart Octopus is added on the same Eligible Device or added with the same Apple ID during the Promotion Period, only the first Eligible Smart Octopus which is being registered on the Promotion website pursuant to Clause 7(c) on the same Eligible Device or same Apple ID will be entitled to the Reward.
13. Any Octopus added on an Eligible Device via Octopus App for Tourists or any Citi Octopus Card added on an Eligible Device via Octopus App is not considered as an Eligible Smart Octopus in this Promotion.
14. The Reward will be available for collection from the 15th day to the 40th day after the end of Spending Period. To collect the Reward, each Participant is required to register his/her Eligible Smart Octopus on Octopus App. Nothing in these Terms and Conditions shall oblige OCL to notify the Participant of the availability of the Reward. Nevertheless, if the Participant has opted-in to receive push notifications in Octopus App, such Participant will be notified by push notification through Octopus App on the availability date of the Reward for collection of the Reward through Octopus App onto his/her Eligible Smart Octopus.

Registration period of this Promotion pursuant to Clause 7(c)	Spending Period	Reward collection period
30 August 2022 to 30 September 2022 (both dates inclusive)	30 days starting from the date of registration	From 15 th day to 40 th day after the end of Spending Period

By way of illustration, if the Participant has registered for this Promotion pursuant to Clause 7(c) on 30 August 2022, the Spending Period will be between 30 August 2022 and 28 September 2022, and the collection period of the Reward will be between 13 October 2022 and 7 November 2022.

15. The Reward will be forfeited automatically without notice if (a) the Participant fails to collect the Reward by the 40th day after the end of the Spending Period, or (b) the said Eligible Smart 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 Reward under whatever circumstance, including, but not limited to, due to reset of Apple Wallet or Apple ID, 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 iPhone.
16. Each of the Participants and the Apple Pay Customers 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, Apple Pay Customer 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.
17. OCL reserves the right to disqualify any Participant or Apple Pay Customer committed or suspected of fraud, or if OCL believes that a Participant's or an Apple Pay Customer's participation 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 Eligible Octopus Card, Eligible Smart Octopus, Apple Pay Customer and/or Participant being disqualified from participating in this Promotion.
18. By participating in this Promotion, each of the Participants and the Apple Pay Customers under this Promotion agrees that his/her Eligible Smart Octopus number and details of the Eligible Transactions, collected in connection with this Promotion or the Reward will be used and retained by OCL for the purpose of this Promotion for (a) verifying a Participant's or an Apple Pay Customer's eligibility, (b) notifying a Participant of the Reward, and (c) handling any enquiries or resolving any disputes. Any information collected by OCL as aforesaid in connection with this Promotion or the Reward 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.
19. OCL reserves the right to change or substitute the Reward to other reward of a comparable or equivalent value if it deems fit. The Reward is not exchangeable for cash.
20. 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.
21. 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 or liable to any Apple Pay Customer, Participant or any other person or entity whatsoever relating to or in connection with this Promotion.

22. 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.
23. 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 followings: (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 Reward 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 Reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by any Apple Pay Customer and/or Participant; or (f) use of the Reward.
24. Each of the Apple Pay Customers and 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 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.
25. Except where expressly provided herein, each of the Apple 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 whatsoever.
26. No person other than the Participant 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.
27. 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.
28. 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.
29. Except as expressly stated herein, OCL will not provide your personal information to any third parties without your consent. In addition, OCL 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 App and other terms and conditions published by OCL at www.octopus.com.hk and/or in Octopus App, as amended from time to time, shall apply. Please refer to OCL's website at www.octopus.com.hk for details. For Apple's privacy policy, please refer to Apple's company website at <https://www.apple.com/legal/privacy/en-ww/>.
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