

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

1. This “Welcome Offer 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”, “FPS”, “Octopus”, “Octopus Wallet”, “On-Loan Octopus” 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>). “Bank App” referenced in these Terms and Conditions is referring to the mobile application operated by HSBC, Hang Seng Bank, Bank of China (Hong Kong), Standard Chartered Bank, Airstar Bank, Bank of Communications (Hong Kong), DBS Bank, Shanghai Commercial Bank or any other banks as OCL may announce on OCL’s website at www.octopus.com.hk from time to time for fund transfer in Octopus App.
5. The promotion period of this Promotion will commence from 6 December 2021, 00:00, Hong Kong time until 5 February 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) (an “Eligible Smart Octopus”) by provisioning a new Octopus to his/her Eligible Device via Octopus App, with deposit and initial stored value paid from Bank App via FPS during the Promotion Period; and
 - (c) has conducted an Eligible Transaction (as defined in Clause 8) using his/her Eligible Smart Octopus during the Promotion Period;will be considered a successful participant of this Promotion (each, a “Participant”) and will be eligible to receive a welcome offer of HK\$100 Octopus top-up value (the “Offer”).
8. An eligible transaction (“Eligible Transaction”) refers to any payment transaction with a single transaction value of HK\$1 or above using Eligible Smart Octopus as the means of payment during the Promotion 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 account with Faster Payment System transfer setup, from Bank App via FPS 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. 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 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 Promotion Period will not be transferred to or counted towards the new Octopus replacement.
10. 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.
11. Any Octopus added on an Eligible Device via Octopus App for Tourists is not considered as an Eligible Smart

Octopus in this Promotion.

12. Each Participant is eligible to the Offer 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 used to conduct the Eligible Transaction pursuant to Clause 8 on the same Eligible Device or same Apple ID will be entitled to the Offer.
13. The Offer is limited and will be offered on a first-come-first-served basis. OCL will announce on OCL's website at www.octopus.com.hk if the Offer runs out.
14. The Offer will be made available for collection in 4 phases as set out in the table below according to the timing of fulfilment of the requirement in Clause 7(c). To collect the Offer, 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 Offer. Nevertheless, if the Participant has opted-in to receive push notifications in Octopus App prior to the start of the relevant Notification Period (as defined below), such Participant will be notified by push notification through Octopus App on the availability period for collection of the Offer through Octopus App onto his/her Eligible Smart Octopus as follows:

Phase	Period within which the Participant has to fulfil the requirement in Clause 7(c)	Period within which push notification will be sent out ("Notification Period")	Last day of collection of the Offer
1	6 December 2021 to 19 December 2021 (both dates inclusive)	13 January 2022 to 15 January 2022 (both dates inclusive)	12 February 2022
2	20 December 2021 to 2 January 2022 (both dates inclusive)	27 January 2022 to 29 January 2022 (both dates inclusive)	26 February 2022
3	3 January 2022 to 16 January 2022 (both dates inclusive)	17 February 2022 to 19 February 2022 (both dates inclusive)	16 March 2022
4	17 January 2022 to 5 February 2022 (both dates inclusive)	3 March 2022 to 5 March 2022 (both dates inclusive)	2 April 2022

15. The Offer will be forfeited automatically without notice if (a) the Participant fails to collect the Offer by the relevant date as stipulated in the column titled "Last day of collection of the Offer" under Clause 14, 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 Offer 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 Apple Pay Customers and the Participants 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 Apple Pay Customer, 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.
17. OCL reserves the right to disqualify any Apple Pay Customer or Participant committed or suspected of fraud, or if OCL believes that an Apple Pay Customer's or a Participant'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 Apple Pay Customers and the Participants under this Promotion agrees that his/her Eligible Smart Octopus number and details of any Eligible Transaction, 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 an Apple Pay Customer's or a Participant's eligibility, (b) notifying a Participant of the Offer, and (c) 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 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 Offer to other offer of a comparable or equivalent value if it deems fit. The Offer 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 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; (e) any tax liability incurred by any Apple Pay Customer and/or Participant; or (f) use of the Offer.
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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