

## **Free Card Image Promotion for New Octopus on Android Customers – Terms & Conditions**

1. This “Free Card Image Promotion for New Octopus on Android Customers” (this “Promotion”) is organised by Octopus Cards Limited (“OCL”), 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, 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, Conditions of Issue of Octopus, Terms of Use of Octopus App, Terms and Conditions for Octopus Card Image Store in Octopus App and other terms and conditions of use published by OCL at [www.octopus.com.hk](http://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. “Octopus”, “Octopus Wallet”, “Octopus Wallet Holder” and “Mobile Octopus” referenced in these Terms and Conditions are defined in the Conditions of Issue of Octopus. “Card Image(s)” and “Octopus Card Image Store” referenced in these Terms and Conditions are defined in the Terms and Conditions for Octopus Card Image Store in Octopus App. “Applicable Type of Octopus” referenced in these Terms and Conditions is referring to an “Adult” type of Octopus.
5. The promotion period of this Promotion will commence on 10 January 2025, 00:00, Hong Kong time until 31 December 2025, 23:59, Hong Kong time (both dates inclusive) (“Promotion Period”).
6. Subject to these Terms and Conditions, if you:
  - (a) are using near field communication (NFC) enabled devices with Android 12 or above (collectively, “Eligible Devices”, each, an “Eligible Device”);
  - (b) has registered and logged in to an Octopus Wallet account;
  - (c) have not added any Octopus on Android to his/her Eligible Device prior to the start of the Promotion Period; and
  - (d) have successfully added a valid Octopus on Android (designated as a Mobile Octopus) to his/her Eligible Device for the first time during the Promotion Period (an “Eligible Mobile Octopus”),will be considered a successful participant in this Promotion (each, a “Participant” and collectively, “Participants”) and will be eligible to acquire one (1) Card Image for free from Octopus Card Image Store in Octopus App (the “Reward”).
7. The following Octopus are not considered as an Eligible Mobile Octopus in this Promotion:
  - (a) any Octopus added on:
    - (i) an Eligible Device to which an Octopus on Android has previously been added, or
    - (ii) any Eligible Device using the same Octopus Wallet number with which an Octopus on Android has previously been added,prior to the start of the Promotion Period.
8. No registration is required for this Promotion.
9. Each Participant is entitled to the Reward once only under this Promotion.
10. The Reward will be available for acquisition from Octopus Card Image Store in Octopus App within the period between 10 January 2025 and 10 January 2026 (both dates inclusive) (“Acquisition Period”). Nothing in these Terms and Conditions shall oblige OCL to notify the Participant of the availability of the Reward.
11. The Reward will be forfeited automatically without notice if (a) the Participant fails to acquire the Reward by 10 January 2026, or (b) the said Eligible 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 acquisition; 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 acquire the Reward under whatever circumstance, including, but not limited to, due to suspension, cancellation or termination of Eligible Mobile Octopus for whatever reason, loss of Eligible Device, or device reset due to factory data reset.
12. 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 Eligible Mobile Octopus and/or Participant being disqualified from participating in this Promotion.

13. By participating in this Promotion, each of the Participants under this Promotion agrees that his/her Eligible Mobile Octopus number 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 eligibility, and (b) 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 six (6) months after the end of the Promotion Period ("Retention Period") and will be destroyed on expiry of the Retention Period.
14. OCL reserves the right to change or substitute the Reward to or with other reward of a comparable or equivalent value as it deems fit. The Reward is not exchangeable for cash or any kind.
15. 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.
16. 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 Participant or any other person or entity whatsoever relating to or in connection with this Promotion.
17. 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.
18. 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 Participant; or (f) use of the Reward.
19. 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 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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](http://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](http://www.octopus.com.hk) for details.
25. All images are for reference only.

26. The names of all other companies and products may be the trademarks owned by the various related companies.