

Sign Up Octopus O! ePay Service and “Add Friend” to receive a Häagen-Dazs™ Free Single Scoop e-Voucher Promotion

Terms & Conditions

1. This promotion (this “Promotion”) is organised by Octopus Cards Limited (and its successors and permitted assigns) (“OCL”) and is open to eligible new O! ePay Account Holders (as defined in the Conditions of Issue of Octopus published by OCL (as amended from time to time) (the “Conditions of Issue”)) under the Octopus O! ePay Service (as defined in the Conditions of Issue), subject to the terms and conditions (these “Terms and Conditions”) set out herein.
2. Period of this Promotion is from 00:00 on 22 June 2017 (Hong Kong time) to 23:59 on 21 September 2017 (Hong Kong time) (both dates inclusive) (the “Promotion Period”).
3. A customer who:
 - (a) is not a holder of, or has not applied for, any O! ePay Account (as defined in the Conditions of Issue) as of 21 June 2017;
 - (b) has, during the Promotion Period, successfully registered for and activated a new O! ePay Account; and
 - (c) has successfully added one holder of another O! ePay Account as his/her Friend (as defined in the Conditions of Issue) on or before 21 September 2017(each an “Eligible O! ePay Account Holder”), subject to Clauses 4 and 7 below, will be eligible to receive a Häagen-Dazs™ Free Single Scoop e-Voucher (the “Promotion Offer”), which will be delivered to and saved in the Eligible O! ePay Account Holder’s O! ePay Account under the offer section in the Octopus App, and be notified that the Promotion Offer has been delivered and saved as aforementioned by a push notification through the Octopus App no later than 21 December 2017.
4. The Promotion Offer will be offered on a first-come-first-served basis to the first 80,000 Eligible O! ePay Account Holders who have fulfilled all the requirements set out in Clause 3 above. Each Eligible O! ePay Account Holder can enjoy the Promotion Offer only once. No Promotion Offer will be offered to any O! ePay Account Holder when the Promotion Offer limit is reached.
5. The time of fulfilling all the requirements set out in Clause 3 above by the Eligible O! ePay Account Holders as recorded by OCL shall final and conclusive. OCL shall have the sole and absolute right to offer an alternative for any out-of-stock item of the Promotion Offer.
6. OCL is not the supplier of the Promotion Offer. The Promotion Offer and its use are subject to the terms and conditions issued by the relevant supplier and OCL assumes no responsibility or liability whatsoever in relation thereto. Any enquiries relating to or disputes in respect of the Promotion Offer should be directed to the relevant supplier.
7. If the O! ePay Account of the Eligible O! ePay Account Holder has been suspended or cancelled or is no longer valid for whatever reason(s), the O! ePay Account of the Eligible O! ePay Account Holder is not connected to any mobile device or the Octopus App has been uninstalled from the relevant mobile device at the time when the Promotion Offer is purportedly delivered to and saved in the Eligible O! ePay Account Holder’s O! ePay Account under the offer section in the Octopus App, the Promotion Offer will be forfeited automatically without notice. If the Promotion Offer has been delivered to and saved in an Eligible O! ePay Account Holder’s O! ePay Account under the offer section in the Octopus App under any of the aforementioned circumstances, OCL reserves the right to remove the Promotion Offer from such O! ePay Account.
8. The Promotion Offer cannot be altered, transferred, or redeemed or exchanged for cash or other electronic value under any circumstances whatsoever.
9. Any act that is found or suspected to be fraudulent may result in a person being disqualified from participating in this Promotion and not eligible for the Promotion Offer. OCL shall have the sole and absolute discretion in determining the eligibility of an O! ePay Account, Eligible O! ePay Account Holder and/or O! ePay Account Holder.
10. OCL reserves the right to (a) revise these Terms and Conditions, (b) modify, cancel, terminate, suspend or withdraw any part of this Promotion, and/or (c) change or substitute any item of the Promotion Offer at any time without prior notice or reason. Under no circumstances shall any O! ePay Account Holder, Eligible O! ePay Account Holder or any other person have any claim whatsoever against OCL in relation to this Promotion or any failure in maintaining the connection between an O! ePay Account and the relevant mobile device.
11. No person other than the Eligible O! ePay Account Holder and OCL shall have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce the provisions of these Terms and Conditions.
12. Any enquiries or disputes concerning this Promotion (other than those concerning the Promotion Offer (please refer to Clause 6 above)) must be made to OCL on or before 21 January 2018 by post to Octopus Cards Limited at 46/F, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong, or by facsimile (no.: 2266 2211) or by calling Octopus Customer Service Hotline (no.: 2266 2222). Any enquiries or disputes received by OCL after 21 January 2018 will not be entertained. OCL shall have the final decision as to all matters and/or disputes arising out of or in connection with this Promotion (other than those concerning the Promotion Offer).
13. PERSONAL INFORMATION COLLECTION STATEMENTS:
 - (a) An O! ePay Account Holder will be required to provide his/her personal data to OCL when making an enquiry or lodging a dispute concerning this Promotion. If an O! ePay Account Holder does not provide his/her personal data to OCL, OCL may be unable to process his/her enquiry or dispute.
 - (b) An O! ePay Account Holder has a right of access and correction with respect to his/her personal data (as defined in the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “Ordinance”)) as provided for in sections 18 and 22 of and Principle 6 in Schedule 1 to the Ordinance. Such right of access includes the right to obtain a copy of his/her personal data so provided subject to payment of a fee.

- (c) Enquiries concerning the personal data collected by OCL for this Promotion, OCL's privacy policy and the application for access and correction of personal data may be addressed to The Data Protection Officer, Octopus Cards Limited at 46/F, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong or by email to dpo@octopus.com.hk .
14. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.
15. Conditions of Issue of Octopus shall apply. Please refer to www.octopus.com.hk.
16. Terms & Conditions for Octopus Online Payment Service shall apply. Please refer to www.octopus.com.hk.
17. Terms of Use of Octopus App shall apply. Please refer to www.octopus.com.hk.
18. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong. Each of OCL and the Eligible O! ePay Account Holder irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.