

Free Card Image Promotion for New Octopus on iPhone and Apple Watch Customers – Terms & Conditions
(these “Terms and Conditions”)

1. This “Free Card Image 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, 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 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”, “On-Loan Octopus”, “Personalised” and “Smart 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 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 1 March 2024, 00:00, Hong Kong time until 31 October 2024, 23:59, Hong Kong time (both dates inclusive) (“Promotion Period”).
6. Subject to these Terms and Conditions, each Apple Pay Customer who:
 - (a) is using iPhone 8 or above, or Apple Watch Series 3 or above (collectively, “Eligible Devices”, each, an “Eligible Device”) and has signed in to Apple Wallet with Apple ID (“Apple ID”); and
 - (b) has not added any Octopus to his/her Eligible Device prior to the start of the Promotion Period; and
 - (c) has successfully added a valid Octopus (designated as a Smart Octopus) to his/her Eligible Device for the first time during the Promotion Period (an “Eligible Smart Octopus”) either by:
 - (i) transferring his/her Applicable Type of Octopus to his/her Eligible Device via Apple Wallet or Octopus App; or
 - (ii) provisioning a new Applicable Type of Octopus to his/her Eligible Device via Apple Wallet or Octopus App,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 Smart Octopus in this Promotion:
 - (a) any Octopus added on an Eligible Device via Octopus App for Tourists; and
 - (b) any Citibank Co-Brand Octopus added on an Eligible Device via Octopus App; and
 - (c) any Octopus added on:
 - (i) an Eligible Device to which an Octopus has previously been added, or
 - (ii) any Eligible Device using the same Apple ID with which an Octopus 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. 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 added to the Eligible Device pursuant to Clause 6(c) on the same Eligible Device or with the same Apple ID will be entitled to the Reward.
10. The Reward will be available for acquisition from Octopus Card Image Store in Octopus App within the period between 1 March 2024 and 10 November 2024 (both dates inclusive) (“Collection Period”). To acquire the Card Image under the Reward, a Participant shall require to be an Octopus Wallet Holder. For any Participant who is not yet an Octopus Wallet Holder, he/she may sign up for an Octopus Wallet with the same Eligible Device no later than the Collection 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 collect the Reward by 10 November 2024, 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.
12. OCL reserves the right to disqualify any Participant or Apple Pay Customer who has committed or is 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 Smart Octopus, Apple Pay Customer and/or Participant being disqualified from participating in this Promotion.
13. 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 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, 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 Apple Pay Customer, 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 Apple Pay Customer and/or Participant; or (f) use of the Reward.
19. 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.
20. 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.
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 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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