

Card Replacement Programme Transfer to Mobile Octopus Promotion – Terms & Conditions

1. This “Card Replacement Programme Transfer to Mobile Octopus Promotion” (this “**Promotion**”) is open to you, as a holder of adult or elder type of On-Loan Octopus or specific types of Personalised On-Loan Octopus, and is subject to the terms and conditions as stated below (these “**Terms and Conditions**”).
2. This Promotion is organised by Octopus Cards Limited (and its successors and assigns) (“**OCL**”).
3. By participating in this Promotion, you are deemed to have read, accepted and agree to be bound by these Terms and Conditions.
4. OCL’s Privacy Policy, Conditions of Issue of Octopus, Schedule of Fees and Guidelines relating to the use 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 Mobile App, as amended from time to time, shall apply to this Promotion.
5. “Octopus, “Octopus Mobile App”, “On-Loan Octopus”, “Personalised”, “Smart Octopus” and “Stored Value Limit” referenced in these Terms and Conditions are defined in the Conditions of Issue of Octopus.

Promotion Details

6. This Promotion will commence at 00:00 on 21 December 2023, Hong Kong time and end at 23:59 on 19 March 2024, Hong Kong time (both dates inclusive).
7. An “Eligible Octopus Card” means an adult or elder type of On-Loan Octopus, or Personalised On-Loan Octopus except those which cannot be transferred to a Smart Octopus (which includes (i) Personalised Octopus for customers aged 12 or below (including Personalised Octopus with student status); (ii) Personalised Octopus with persons with disabilities status; (iii) staff Personalised Octopus; (iv) Personalised Octopus with Lo Wu / Lok Ma Chau / Disneyland Monthly Pass; (v) JoyYou Card; and (vi) other card types as specified by OCL from time to time).
8. Subject to these Terms and Conditions, if you:
 - (a) hold an Eligible Octopus Card which falls under OCL’s card replacement programme (details of which are set out on the official website of OCL at <https://www.octopus.com.hk/en/consumer/card-replacement/about/index.html>) and receive reader prompt of “Dood~Dood Dood” sound when you tap the Eligible Octopus Card on an Octopus reader during 30 November 2023 to 19 March 2024 (the “**Reader Prompt Period**”); and
 - (b) have successfully transferred the Eligible Octopus Card to an eligible mobile device via Apple Wallet on iPhone or Apple Watch, Samsung Pay, Huawei Pay or Octopus Mobile App (the “**Transfer**”) as a Smart Octopus (each an “**Eligible Smart Octopus**”) during the Reader Prompt Period,

you will be considered a successful participant of this Promotion (an “**Eligible Participant**”) and will be eligible to receive HK\$30 Octopus top-up value (the “**Offer**”).

9. The Offer is limited and will be offered on a first-come-first-served basis to the first 60,000 Eligible Participants based on the date of the Transfer.
10. Each Eligible Participant is eligible to the Offer once only in this Promotion. If more than one Eligible Smart Octopus is added onto the same mobile device during the Reader Prompt Period, only the first Eligible Smart Octopus added onto the mobile device will be eligible under this Promotion.
11. **Collection details of the Offer**
 - 11.1 The Offer will be available for collection according to the following schedule:

Date of transfer of Eligible Octopus Card to Eligible Smart Octopus	Earliest collection date of the Offer
30 November 2023 to 20 December 2023 (both dates inclusive)	27 December 2023
21 December 2023 to 19 March 2024 (both dates inclusive)	7 days after the Transfer

- 11.2 You must follow the steps set out on the official website of OCL at www.octopus.com.hk/collection_en to collect the Offer.

- 11.3 The Offer cannot be altered, transferred, redeemed or exchanged for cash, other products or services or other electronic value under any circumstances whatsoever.
- 11.4 Nothing in these Terms and Conditions shall oblige OCL to notify the Eligible Participant of the availability of the Offer or the forfeiture of the Offer. Nevertheless, if the Eligible Participant has registered the Eligible Smart Octopus on the Octopus Mobile App and opted-in to receive push notifications in Octopus Mobile App, such Eligible Participant will be notified by push notification through Octopus Mobile App on the earliest collection date of the Offer through Octopus Mobile App.
- 11.5 Each Octopus can only store up to the applicable Stored Value Limit as set out in the Schedule of Fees and Guidelines relating to the use of Octopus, currently being HK\$3,000. If the applicable Stored Value Limit has been reached at the time of collecting the Offer, you must spend such amount of stored value in the relevant Octopus that is of a value not less than that of the Offer before you will be able to collect the Offer again after the earliest collection date of the Offer as set out in Clause 11.1.
12. The Offer will be forfeited automatically without notice if:
- 12.1 the Eligible Participant fails to collect the Offer within 30 days after the earliest collection date of the Offer;
or
- 12.2 the Eligible Smart Octopus malfunctions, or is suspended, cancelled or is no longer valid for whatever reason(s) at any time prior to or at the time of collection.

General

13. OCL reserves the right to disqualify any Eligible Participant committed or suspected of fraud, or if OCL believes that an Eligible Participant's participation in this Promotion has been manipulated in any way by machines or computers. OCL shall have the sole and absolute right to charge you an amount that is equivalent to the value of such Offer without prior notice.
14. The decision of OCL in relation to any and all aspects of this Promotion shall be final and conclusive and binding on all parties.
15. 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 Eligible Participant or any other person or entity whatsoever relating to or in connection with this Promotion.
16. OCL makes no guarantee of the availability of Octopus Mobile App and no claim can be made against OCL in relation to any aspect of this Promotion or any failure in the communication networks, mobile applications, mobile devices or any interruption, interception, suspension, delay, blackout, loss, unavailability, mutilation, incorrect data transmission or other failure.
17. OCL has the sole and absolute discretion to amend or modify these Terms and Conditions at any time, which shall be effective immediately upon posting on the official website of OCL at www.octopus.com.hk.
18. No person other than the Eligible 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.
19. Any enquiries or disputes concerning this Promotion must be made to OCL on or before 26 May 2024 by post to Customer Service, Octopus Cards Limited at 46/F, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong, by calling Octopus Customer Service Hotline (no.: 2266 2222) or by email to customerservice@octopus.com.hk.
20. 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.
21. 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.
22. Personal Information Collection Statements

- 22.1 Without limiting OCL's rights under the Privacy Policy, by participating in this Promotion, you agree that the Octopus number of your Eligible Octopus Card and Eligible Smart Octopus collected in connection with this Promotion or the Offer will be used and retained by OCL for the purpose of this Promotion for (a) identifying and verifying your eligibility to participate in this Promotion, (b) notifying you of the Offer, (c) fulfilling the Offer and (d) handling any enquiries or resolving any disputes.
- 22.2 You will be required to provide your name, contact information (namely, telephone number and/or address), the Octopus number of the relevant Eligible Octopus Card and Eligible Smart Octopus when making an enquiry or lodging a dispute in relation to this Promotion. If you fail to provide the aforesaid information, OCL may not be able to process your enquiry or dispute.
- 22.3 Any information collected, retrieved or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by 18 September 2024.