

## **“Dood” to get Limited Edition Card Image Promotion – Terms & Conditions**

1. This “Dood” to get Limited Edition Card Image Promotion” (this “**Promotion**”) is organised by Octopus Cards Limited (“**OCL**”) and is open to you, as a customer of OCL and an Octopus Loyalty Account Holder, 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, Terms and Conditions for Octopus Easy Earn Scheme 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”, “Mobile Device” 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. “Octopus Easy Earn Scheme”, “Octopus Loyalty Account”, “Octopus Loyalty Account Holder” and “Merchant Member” referenced in these Terms and Conditions are defined in the Terms and Conditions for Octopus Easy Earn Scheme.
  5. The promotion period of this Promotion will commence on 5 February 2025, 00:00, Hong Kong time until 4 April 2025, 23:59, Hong Kong time (both dates inclusive) (“**Promotion Period**”).
  6. Subject to these Terms and Conditions, if, during the Promotion Period, you:
    - (a) are an Octopus Loyalty Account Holder (whether existing or newly joined);
    - (b) have registered as a Merchant Member under the “Dood” to get Limited Edition Card Images” under the Octopus Easy Earn Scheme;you will be considered a participant in this Promotion (each, a “**Participant**” and collectively, “**Participants**”).
  7. Each Participant will earn one (1) eStamp (each a “**eStamp**” and collectively “**eStamps**”) for every HK\$100 in each Eligible Transaction. By way of illustration, if you have spent HK\$200 in an Eligible Transaction, you will earn two (2) eStamps. For every five (5) eStamps earned, the Participant will automatically receive one (1) Card Image for free from Octopus Card Image Store in Octopus App within two (2) days from the date when you have earned the fifth (5th) eStamp (each a “**Reward**” and collectively “**Rewards**”). A maximum of five (5) eStamps can be earned each day.
  8. The Reward received will be stored in “My Card Image” album (the “**Card Image Album**”) in your Octopus App and be applied as card image of your selected Mobile Octopus during the period of validity for use.
  9. Each Participant is entitled to a maximum of twenty (20) eStamps and four (4) Rewards only during the Promotion Period.
- Eligible Transaction(s)**
10. An “**Eligible Transaction**” means a successful single payment transaction in the amount of HK\$100 or above completed using an Octopus that has been linked to the Octopus Loyalty Account of the Participant (“**Eligible Octopus Loyalty Account**”) from time to time (the “**Eligible Octopus**”) during Promotion Period. It does not include any of the following:
    - (a) any fund transfer or top-up/reload transaction from the Eligible Octopus to any stored value card (other than a single-purpose stored value card), Octopus Wallet or other e-wallets;
    - (b) a transaction that is eventually being rejected, reversed or cancelled for whatever reason; or
    - (c) any transaction whose related transaction data that has not been received or obtained by OCL from the merchants at the time when OCL conducts data processing under this Promotion.
  11. Where the Eligible Octopus malfunctions, lost or stolen or the Eligible Octopus and/or the Octopus Loyalty Account is suspended, terminated or cancelled, or becomes invalid for whatever reason(s) during the Promotion Period, any and all transaction(s) made through and/or recorded on such malfunctioned, lost, stolen, suspended, terminated, cancelled or invalid Eligible Octopus during the Promotion Period will not be considered as Eligible Transaction(s).

12. The time of completing an Eligible Transaction as recorded in the transaction data received by OCL from the merchants shall be final and conclusive for the purpose of this Promotion.
13. For the avoidance of doubt, subject to the Terms and Conditions for Octopus Easy Earn Scheme and limit as set out by OCL in Octopus App from time to time, you may link another Octopus to your Octopus Loyalty Account during the Promotion Period, and upon the completion of change of linked Octopus in respect of your Octopus Loyalty Account, such Octopus will be the Eligible Octopus. Eligible Transaction(s) using the previously eligible Octopus will also be taken into account in the earning the e-Stamps in Clause 7.
14. eStamp(s) will be issued within one (1) week after the date of the relevant Eligible Transaction(s).
15. 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. Under no circumstance can the eStamp(s) or Reward(s) be altered, sold, transferred, redeemed or exchanged for cash, other forms of products, services or other electronic value whatsoever, and under no circumstance can the eStamp(s) or Reward(s) be sold, exchanged, transferred or assigned to anyone.
16. Nothing in these Terms and Conditions shall oblige OCL to notify the Participant of the availability and/or forfeiture of the Reward(s). Nevertheless, OCL may issue push notifications through the Octopus App after the Reward is issued to the Card Image Album if you have opted-in to receive push notifications in the Octopus App before such issue.

### **Forfeiture of Reward**

17. The Reward will be forfeited automatically without notice if:
  - 17.1 if the Octopus Wallet linked to the Eligible Octopus Loyalty Account and/or the Eligible Octopus Loyalty Account is suspended, terminated or cancelled, or is no longer valid for whatever reason(s); or
  - 17.2 in the event that the Octopus Wallet linked to the Eligible Octopus Loyalty Account is not connected to any Mobile Device or the Octopus App has been uninstalled from the relevant mobile device,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 receive the Reward under whatever circumstance.
18. 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 Octopus and/or Participant being disqualified from participating in this Promotion.
19. Any enquiries or disputes concerning this Promotion must be made to OCL on or before 4 May 2025 by post to Customer Service, Octopus Cards Limited at 46/F, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong or by contacting the Octopus Customer Service Hotline through the channels listed at <https://www.octopus.com.hk/en/consumer/customer-service/contact-us/index.html>.
20. By participating in this Promotion, each of the Participants under this Promotion agrees that his/her Eligible Octopus number and Octopus Wallet 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.
21. Each of the Participants acknowledges and agrees that OCL is not the supplier of the goods and services provided by any of the merchants pursuant to any of 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 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.

22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
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