

**Octopus Automatic Add Value Service (“AAVS”) Promotion (April – June 2024) –  
Terms & Conditions**

1. This promotion (this “**Promotion**”) is open to you, as a customer of OCL, and is subject to these terms and conditions (“**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 agreed 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, Octopus Automatic Add Value Agreement (For Octopus Automatic Add Value Service linked to bank accounts maintained with, or credit cards issued by Financial Institutions in Hong Kong) (“**Octopus Automatic Add Value Agreement**”), Terms of Use of Octopus App and other terms and conditions of use published by OCL at [www.octopus.com.hk](http://www.octopus.com.hk), as amended from time to time, shall apply to this Promotion.
5. “**AAVS**” referenced in these Terms and Conditions is defined as “Automatic Add Value Service” in the Octopus Automatic Add Value Agreement. “**Financial Institution**” and “**AAVS Account**” referenced in these Terms and Conditions are defined in the Octopus Automatic Add Value Agreement. “**Authorised Mobile Payment Service Provider**”, “**Bank Co-Brand Octopus**”, “**Octopus**”, “**Personalised**”, “**Mobile Octopus**”, “**Converted Octopus**” and the “**Stored Value Limit**” referenced in these Terms and Conditions are defined in the Conditions of Issue of Octopus.

**Promotion Details**

6. This Promotion starts at 00:00 on 1 April 2024 and ends at 23:59 on 30 June 2024 (both dates inclusive) (“**Promotion Period**”).
7. You will not be eligible to participate in this Promotion if:
  - 7.1 your *Octopus* is suspended, cancelled or invalid as of 31 March 2024;
  - 7.2 your *Octopus* is, or has previously been, enabled with AAVS as of 31 March 2024;
  - 7.3 AAVS on your *Octopus* is reactivated following a suspension or cancellation of your *Octopus*;
  - 7.4 your *Octopus* is a renewed or replacement *Octopus* previously linked to AAVS;
  - 7.5 your *Octopus* is a *Converted Octopus* which is previously linked to AAVS; or
  - 7.6 your *Octopus* is linked to AAVS through “easy transfer” of such AAVS previously linked to the “old” *Octopus*.
8. Subject to these Terms and Conditions (including Clauses 10, 11, 13, 18, 19, 20 and 22), you will be entitled to enjoy:
  - 8.1 the Promotion Offer (as defined in Clause 9 below) if you:-
    - 8.1.1 during the Promotion Period, successfully apply either for AAVS either for (a) AAVS for your *Octopus* (which is not a Bank Co-Brand Octopus), or (b) a Bank Co-Brand Octopus with AAVS, ((a) and (b) collectively referred to as “**Eligible Octopus**”) and opted for HK\$500 or HK\$1,000 auto-reload amount for the Eligible Octopus;
    - 8.1.2 registered for this Promotion during the Promotion Period by providing the Octopus number of the Eligible Octopus, your Hong Kong contact phone number and your preferred language of communication through OCL’s designated website for this Promotion at [www.octopus.com.hk/aavs](http://www.octopus.com.hk/aavs), or such other website as announced by OCL from time to time; and
    - 8.1.3 activated the AAVS on the Eligible Octopus and completed at least one successful automatic reload transaction in the amount as stated in Clause 8.1.1 on such Eligible Octopus during the period from 1 April 2024 to 31 July 2024 (both dates inclusive) (the “**AAVS Reload Period**”).
9. Promotion Offer  
The Promotion Offer (the “**Promotion Offer**”) means a top-up value stated in the below table titled “Promotion Offer Entitlement” (“**Octopus Top-up Value**”) to be credited to the Eligible Octopus in accordance with Clauses 14 to 17 after fulfilment of all the requirements set out in Clause 8:

<u>Eligible Octopus</u>	<u>Auto-Reload Amount</u>	<u>Promotion Offer Entitlement</u>
Mobile Octopus (i.e. Octopus on iPhone or Apple Watch, Octopus on Android, Huawei Pay Octopus or Smart Octopus in Samsung Pay)	HK\$500 or HK\$1,000	HK\$150 Octopus Top-up Value
Octopus Card	HK\$500 or HK\$1,000	HK\$100 Octopus Top-up Value

“**Auto-Reload Amount**” shall mean the amount of value added, or to be added, to the Eligible Octopus by means of AAVS.

10. The Promotion Offer is limited and will be offered on a first-come-first-served basis. OCL will announce on its website [www.octopus.com.hk](http://www.octopus.com.hk) if the Promotion Offer runs out.
11. You can enjoy the Promotion Offer only once in this Promotion. If you have registered more than one Eligible Octopus for this Promotion, the Promotion Offer will only be available to the first Eligible Octopus which has fulfilled all the respective requirements set out in Clauses 8.1.1, 8.1.2 and 8.1.3 from OCL's record.
12. The Promotion Offer cannot be altered, transferred, redeemed or exchanged for cash, other products or services or other electronic value under any circumstances whatsoever.
13. You cannot enjoy the Promotion Offer in conjunction with offers of other AAVS promotions organised by OCL and held at any time during the Promotion Period, including, but not limited to, AAVS upgrade promotions for existing customers designated by OCL which are held during the Promotion Period.

#### Collection of Promotion Offer

14. Promotion Offer will be made available for collection after 7 days, after you have fulfilled all the respective requirements set out in Clauses 8.1.1, 8.1.2 and 8.1.3, of which the related transaction data has been received or obtained by OCL (the "**Collection Date**"). For the purpose of determining the fulfilment of requirements in Clauses 8.1.1, 8.1.2 and 8.1.3 and the Collection Date, the relevant transaction data received or obtained by OCL at the time when OCL conducts data processing for fulfilment under this Promotion and the decision of OCL shall be final and conclusive.
15. You must follow the steps set out in [www.octopus.com.hk/collection\\_en](http://www.octopus.com.hk/collection_en) to collect the Promotion Offer within a period of 30 days after the Collection Date (the "**Promotion Offer Collection Period**").
16. OCL may issue notification for collecting the Promotion Offer by way of short message service (SMS) to you if you have provided your Hong Kong mobile phone number as contact phone number and your preferred language for communication at the time of registration for the Promotion pursuant to Clause 8.1.2 above. The expiry date of Promotion Offer Collection Period will be stated in the notification.
17. Each *Octopus* (including Bank Co-Brand 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\$1,000 or HK\$3,000 (as applicable). If the applicable Stored Value Limit on the Eligible Octopus has been reached at the time of collecting the Promotion Offer, you must spend such amount of stored value in the Eligible Octopus that is of a value not less than the amount of the Promotion Offer before you will be able to collect the Promotion Offer again within the Promotion Offer Collection Period subject to Clause 18.1.

#### Forfeiture, return or collection

18. The Promotion Offer will be forfeited automatically without notice to you in the following situations:
  - 18.1 in the event that the Promotion Offer is not collected in accordance with these Terms and Conditions;
  - 18.2 the suspension, cancellation or invalidation of the Eligible Octopus for whatever reason(s) at the time of collection of the Promotion Offer;
  - 18.3 in addition to Clause 18.2 above, to the extent the Mobile Octopus is an Eligible Mobile Octopus, the suspension, cancellation or invalidation of such Mobile Octopus due to reset of the relevant mobile application, the Wallet application or the Watch application (as the case may be), transfer of such Mobile Octopus to another mobile device, loss of the relevant mobile device, performance of the factory data reset on the relevant mobile device, or activation of the Find My Mobile or Find My iPhone service (as the case may be) for the relevant mobile device; or
  - 18.4 the AAVS on the Eligible Octopus is suspended or cancelled for whatever reason(s) at the time of collection of the Promotion Offer.
19. Upon receipt of the Promotion Offer for the HK\$500 or HK\$1,000 Auto-Reload Amount, if you subsequently change the Auto-Reload Amount of the AAVS Account linked to the Eligible Octopus to a lower Auto-Reload Amount for HK\$150 or HK\$250 during the period from 1 July 2024 to 30 June 2025 (both dates inclusive), you acknowledge and agree that OCL may charge you the equivalent value of the Promotion Offer.
20. Upon receipt of the Promotion Offer, if you subsequently cancel or suspend for whatever reason(s) the AAVS Account linked to the Eligible Octopus during the period from 1 July 2024 to 30 June 2025 (both dates inclusive), you acknowledge and agree that OCL may charge you the equivalent value of the Promotion Offer.

#### General

21. No claims can be made against OCL in relation to (i) this Promotion; (ii) any failure in the communication networks, any mobile application or any mobile device; or (iii) any interruption, interception, suspension, delay, blackout, loss, unavailability, mutilation, incorrect data transmission or other failure.
22. Any act that is found or suspected to be fraudulent may result in you being disqualified from participating in this Promotion and not being eligible for the Promotion Offer.
23. OCL has the sole and absolute discretion to modify these Terms and Conditions at any time, which shall be effective immediately upon posting.
24. OCL's decisions in relation to any and all aspects of this Promotion shall be final and conclusive.

25. Any enquiries relating to banking matters in connection with the AAVS Account, including bonus points and incentives offered by the related bank cards or credit cards, should be referred to the relevant Financial Institution(s). Any enquiries or issues relating to mobile applications or communication services other than those provided by OCL should be referred to the relevant Authorised Mobile Payment Service Provider or third party, as applicable.
26. No person other than the holder of an Eligible Octopus 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.
27. Save for Clause 25 above, any enquiries or disputes concerning this Promotion must be made to OCL on or before **31 October 2024** by post to Customer Service, 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) or by email to [customerservice@octopus.com.hk](mailto:customerservice@octopus.com.hk)
28. Without limiting OCL's rights under the Privacy Policy and the Personal Information Collection Statement in the Octopus Automatic Add Value Agreement, personal information collected from you (namely, the Octopus number of the Eligible Octopus, your contact phone number and your preferred language for communication) at the time of registration for this Promotion will be used by OCL for (i) identifying and verifying your eligibility to participate in this Promotion and/or receiving the Promotion Offer, (ii) fulfillment of the Promotion Offer, (iii) sending notification for collecting the Promotion Offer, and (iv) handling any enquiries or resolving any disputes in relation to this Promotion.
29. If you fail to provide information requested by OCL for handling enquiries or resolving disputes in relation to this Promotion, OCL may not be able to process your enquiry or dispute.
30. Information collected or received as aforesaid and which is solely for the purpose of this Promotion will be destroyed by **31 July 2025**.
31. All references to time in these Terms and Conditions refer to Hong Kong time.
32. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.
33. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.