

Octopus promotion for Apple Services payments
Terms & Conditions

1. This promotion (this “**Promotion**”) is open to holders of Octopus on iPhone or Apple Watch, 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 Statement, Conditions of Issue of Octopus, Schedule of Fees and Guidelines relating to the use of Octopus (the “**Schedule of Fees**”), Terms of Use of Octopus App, Terms & Conditions for Octopus Online Payment Service, 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.
5. “**Octopus App**” referenced in these Terms and Conditions is defined as “Octopus Mobile App” in the Conditions of Issue of Octopus. “**Octopus**” and “**Stored Value Limit**” referenced in these Terms and Conditions are defined in the Conditions of Issue of Octopus. “**Apple**” referenced in these Terms and Conditions is defined as Apple Distribution International Limited and its affiliates collectively. “**Apple Account**” referenced in these Terms and Conditions is defined as the account registered with Apple.

Promotion Period

6. The promotion period of this Promotion shall start at **00:00 on 22 October 2025** (Hong Kong time) and end at **23:59 on 31 December 2025** (Hong Kong time) (both dates inclusive) (the “**Promotion Period**”).

Promotion Details

7. Subject to these Terms and Conditions, if:
 - 7.1 you have successfully completed an Eligible Transaction (as defined in Clause 11 below) with an Eligible Octopus (as defined in Clause 9 below) during the same Period (as defined in Clause 17 below) in Clause 9.2 below;
 - 7.2 you have successfully registered for this Promotion during the same Period in Clause 9.2 below by providing the Octopus number of the Eligible Octopus on the website of this Promotion at www.octopus.com.hk/apple2025; and
 - 7.3 the Eligible Octopus has continuously remained as the default payment method of the same Apple Account in Clause 9.2 below until the relevant date set out under the second column of the table in Clause 17 below,you will be considered a successful eligible participant under this Promotion (each, an “**Eligible Participant**”) and will, subject to the Promotion Limit (as defined in Clause 14 below), be eligible to receive HK\$30 top-up value to the Eligible Octopus (the “**Promotion Offer**”).
8. For the purpose of this Promotion, where the Eligible Octopus malfunctions, is lost or stolen, is suspended, terminated or cancelled, or becomes invalid for whatever reason(s) during the Promotion Period, Clause 7.3 will not be considered as fulfilled.

Eligible Octopus

9. For the purpose of these Terms and Conditions, an “**Eligible Octopus**” means an Octopus on iPhone or Apple Watch which:
 - 9.1 has been registered on the Octopus App before or during the Promotion Period; and
 - 9.2 has been added as the default payment method to an Apple Account during a Period.
10. Subject to Clause 9, if more than one Octopus on iPhone or Apple Watch is added on the same mobile device or added with the same Apple Account during the Promotion Period, only the first Octopus on iPhone or Apple Watch which is registered in accordance with Clause 7.2 above on the same mobile device or same Apple Account will be considered as an Eligible Octopus for the purpose of this Promotion.

Eligible Transaction

11. For the purpose of these Terms and Conditions, an “**Eligible Transaction**” means a successful payment transaction of HK\$10 or above conducted with an Eligible Octopus during the Promotion Period for the purchase of goods and/or services offered on iCloud, iTunes, iTunes Store, App Store, Apple Music, Apple TV, Apple TV+, Apple Arcade, Apple Podcasts, Apple One and/or other digital services provided by Apple. (collectively, the “**Apple Services**”).
12. An Eligible Transaction does not include any of the following:
 - 12.1 a transaction that is eventually being rejected, reversed, cancelled or refunded for whatever reason;
 - 12.2 a transaction whose net transaction value is lower than HK\$10 after deducting any refund or concession or for whatever reason(s) at the time when OCL conducts data processing for fulfillment of the Promotion Offer under this Promotion; or
 - 12.3 a transaction whose related transaction data is not received or obtained by OCL from the merchants at

the time when OCL conducts data processing for fulfillment of the Promotion Offer under this Promotion.

In case of any dispute as to whether a transaction constitutes an Eligible Transaction, the decision of OCL shall be final and conclusive.

13. The timing of completing an Eligible Transaction and the value thereof received by OCL from the relevant merchant shall be final and conclusive for the purpose of this Promotion, including, but not limited to, for determining the eligibility for the Promotion Offer.

Promotion Offer

14. The Promotion Offer is limited and will be offered on a first-come-first-served basis, to the **first 39,000** Eligible Participants based on the time of completing the Eligible Transaction during the entire Promotion Period, that is, a maximum of 39,000 Promotion Offers amounting to a total of HK\$1,170,000 top-up value to Eligible Octopus (the "**Promotion Limit**"). No Promotion Offer will be offered once the Promotion Limit is reached.
15. Each Eligible Participant is eligible to the Promotion Offer once only under this Promotion.
16. Under no circumstance can any Promotion Offer be altered, transferred, redeemed or exchanged for cash, or other form of cash, products, services or other electronic value whatsoever.

Collection of the Promotion Offer

17. The Promotion Offer will be made available for collection within the period as set out in the third column of the following table (the "**Promotion Offer Collection Period**"), according to the time of fulfillment of the requirements set out in Clauses 7.1, 7.2 and 9.2:

Period during which the requirements set out in Clauses 7.1, 7.2 and 9.2 are fulfilled (both dates inclusive) (each, a "Period")	Date until which the Eligible Octopus remains continuously as the default payment method of the Apple Account	Promotion Offer Collection Period (both dates inclusive)
Period 1: 22 October 2025 to 30 November 2025	31 January 2026	7 February 2026 to 6 March 2026
Period 2: 1 December 2025 to 31 December 2025	28 February 2026	7 March 2026 to 6 April 2026

18. The Promotion Offer shall be made available for collection via the Octopus App or the Octopus Service Points. You must follow the steps set out on the official website of OCL at <https://www.octopus.com.hk/en/consumer/octopus-cards/reload/octopus-top-up-value/collect-with-card/index.html> to collect the Promotion Offer. For the locations of the Octopus Service Points, please refer to <https://www.octopus.com.hk/en/consumer/card-replacement/octopus-service-points/index.html>. At the time of collecting the Promotion Offer at an Octopus Service Point, you should follow the instructions shown on the screen of the Octopus Service Point to enable the Promotion Offer to be credited to the Eligible Octopus.
19. Nothing in these Terms and Conditions shall oblige OCL to notify you of the availability of the Promotion Offer or the forfeiture of any Promotion Offer. Nevertheless, if you have opted-in to receive push notifications in the Octopus App, you will be notified by push notification through the Octopus App of the availability of the Promotion Offer during the Promotion Offer Collection Period.
20. Each Eligible Octopus can only store value up to the Stored Value Limit as set out in the Schedule of Fees, currently being HK\$3,000. If the Stored Value Limit 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 that of the Promotion Offer before you will be able to collect the Promotion Offer within the Promotion Offer Collection Period.

Forfeiture or return of the Promotion Offer

21. The Promotion Offer will be forfeited automatically without notice to you upon the occurrence of any of the following events at the time of your collection of the Promotion Offer:
- 21.1 any Promotion Offer not collected within the Promotion Offer Collection Period;
- 21.2 the suspension, termination, cancellation or invalidation of the Eligible Octopus for whatever reason(s); or
- 21.3 in the event that the Eligible Octopus is not connected to any mobile device or the Octopus App has been uninstalled from the relevant mobile device.

22. In the event of any fraud or rejection, reversal or cancellation of any Eligible Transaction in respect of which the Promotion Offer has been collected, OCL shall have the sole and absolute right to charge you an amount that is equivalent to the value of such Promotion Offer without prior notice, and under no circumstance shall you have any claim against OCL whatsoever.

General

23. OCL shall not be responsible for 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 in relation to any aspect of this Promotion. Without limiting the generality of the foregoing, OCL makes no guarantee on the availability of the Octopus App and will not be held responsible for any interruption of service that may interfere with the ability of any person to participate in this Promotion. Under no circumstance shall any claim be made against OCL whatsoever arising out of or in connection with this Promotion.
24. 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.
25. OCL reserves the sole and absolute discretion to modify these Terms and Conditions at any time, which shall be effective immediately upon posting on its website at www.octopus.com.hk.
26. OCL's decisions in relation to any and all aspects of this Promotion shall be final and conclusive.
27. When making online purchases, you should read the terms and conditions, including, but not limited to, payment, delivery and refund procedures and guidelines, in relation to the purchases of goods and/or services offered on the Apple Services. OCL is not the supplier of any of the said goods and/or services and shall not have any liability whatsoever in relation to the provision, supply, quality, merchantability, fitness for any purpose of any such goods and/or services. For any enquiry, issue, dispute and/or complaint in relation to any such goods and/or services, you should contact Apple, the relevant merchant and/or party directly in accordance with the relevant terms and conditions and/or procedures and guidelines.
28. Links to third party websites or information in any communication, marketing or promotional materials in relation to this Promotion are provided for your convenience and the convenience of the readers thereof only. If you or any of such readers use(s) these links, you or such reader will leave the original site and will be subject to the terms contained on any such third party websites. OCL is not responsible for the availability of any such third party websites. OCL has not reviewed, and thus is not responsible for, and accept no liability in respect of any information or opinion contained on any such third party websites.
29. Any enquiries or issues relating to mobile applications or telecommunication or communication services other than those provided by OCL should be referred to the relevant third party service provider(s).
30. Subject to Clauses 27 and 29 above, any enquiries or disputes concerning this Promotion must be made to OCL on or before 31 May 2026 by post to Customer Service, Octopus Cards Limited at 46/F, Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong, or by calling the Octopus Customer Service Hotline (No.: 2266 2222).
31. Personal Information Collection Statements
- 31.1 Without limiting OCL's rights under the Privacy Policy Statement, the Octopus number of the Eligible Octopus and the corresponding transaction information of the Eligible Transaction(s) retrieved by OCL from its system information for the purpose of 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) fulfilling the Promotion Offer, (iii) sending notification and (iv) handling any enquiries or resolving any disputes in relation to this Promotion.
- 31.2 You will be required to provide your name, contact information (namely, telephone number), the Octopus number of the Eligible Octopus and/or, in the case of dispute, information relating to the transaction in dispute (as the case may be) to OCL when making an enquiry or lodging a dispute in relation to this Promotion. If you are unable to provide the aforesaid required information, OCL may not be able to process your enquiry or dispute.
- 31.3 Information collected, retrieved or received as aforesaid, and which is solely for the purpose of this Promotion, will be destroyed by 30 June 2026.
32. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.
33. No person other than the Eligible Participant 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.
34. In case of any inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.
35. The Apple logo, App Store, and iTunes are trademarks of Apple. Apple is not a sponsor of this Promotion.