

Octopus Automatic Add Value Service Promotion - Terms & Conditions

1. This promotion (the "Promotion") is applicable to customers of Octopus Cards Limited ("OCL") subject to the terms and conditions (the "Terms and Conditions") set out below.
2. The promotion period (the "Promotion Period") of this promotion is from 3 March to 30 April 2010 (both dates inclusive).
3. A customer (the "Octopus Holder") who has never applied for Automatic Add Value Service ("AAVS") before the Promotion Period and who has successfully
 - i. applied for AAVS for his/her Eligible Octopus (as defined in Clause 4 below) by linking his/her Eligible Octopus to a credit card issued in Hong Kong by himself/herself or through his/her friend during the Promotion Period,
 - ii. had at least one AAVS transaction made through the linked credit card on or before 31 May 2010 and
 - iii. called the registration hotline to register for the Promotion Offer (as defined in Clause 5 below) during the Promotion Period(the "Eligible Octopus Holder"), will be eligible for the Promotion Offer.
4. Any Octopus will be an Eligible Octopus if it is not a Bank Issued Octopus as defined in the Conditions of Issue of Octopus.
5. Each Eligible Octopus Holder will receive a Love Series Octopus Ornament, which functions as a normal Adult Octopus, which does not carry any deposit or initial stored value (the "Promotion Offer"). Each Eligible Octopus Holder can only enjoy the Promotion Offer once during the Promotion Period.
6. Each Eligible Octopus Holder will receive a redemption letter no later than 31 July 2010, which will be mailed to the address of the holder of credit card account (the "AAVS Account Holder") to which the AAVS is linked, with redemption details for redeeming the Promotion Offer. The Love Series Octopus Ornament will be available for redemption in two designs on a first-come-first-served basis while stocks last. If either one of the designs is out of stock, the Eligible Octopus Holders can only redeem the other design. If both designs are out of stock, OCL shall have the sole and absolute discretion to substitute the Promotion Offer with any other type(s) or design(s) of Octopus product and the Eligible Octopus Holder or the AAVS Account Holder shall have no claim whatsoever against OCL.
7. If any Eligible Octopus Holder has suspended or cancelled the AAVS prior to the issuance of the redemption letter for whatever reason(s) or if the Eligible Octopus Holder has failed to redeem the Promotion Offer during the redemption period as specified in the redemption letter, the Promotion Offer will be forfeited automatically. The Eligible Octopus Holder or the AAVS Account Holder shall have no claim whatsoever against OCL.
8. No substitution or replacement of, or modification to the Promotion Offer will be permitted. The Promotion Offer cannot be resold, in exchange for cash, other products or discounts or other considerations.
9. Suspected or actual fraud or abuse relating to the participation of this Promotion and/or redemption of the Promotion Offer may result in forfeiture of the Promotion Offer.
10. OCL shall bear no responsibility for any dispute regarding the mechanism of the Promotion.
11. OCL shall not be responsible or liable to any person for any loss, damage or liability (whether direct, indirect, or otherwise) arising from or in connection with the Promotion and/or Promotion Offer.
12. OCL reserves all rights to amend, delete or add to these Terms and Conditions, to cancel, terminate or suspend the Promotion, and/or to change or substitute the Promotion Offer, at any time without notice or reasons.
13. In case of any dispute arising out of or in connection with this promotion, the decision of OCL shall be final and conclusive.
14. In case of inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.