

Terms and Conditions for “Smart Octopus in Samsung Pay by SmarTone Promotion – Phase 2”:

1. The Smart Octopus in Samsung Pay by SmarTone Promotion (this “Promotion”) is organized by SmarTone Mobile Communications Limited (“SmarTone”) and is open to SmarTone customers not under any company or business registration (collectively, “SmarTone Customers”, each, “SmarTone Customer”).
2. The promotion period of this Promotion (the “Promotion Period”) is between 24 January 2018 until 28 February 2018 (both dates inclusive).
3. By participating in this Promotion, each SmarTone Customer agrees to be bound by the terms and conditions set out herein (collectively, these “Terms and Conditions”). SmarTone reserves the right to amend these Terms and Conditions, suspend or terminate this Promotion, in whole or in part, at any time, without prior notice.
4. Smart Octopus is issued by Octopus Cards Limited (“OCL”) subject to the Conditions of Issue of Octopus published by OCL.
5. OCL’s Privacy Policy, Conditions of Issue of Octopus, Terms of Use of Octopus Mobile App and other terms and conditions of use, published by OCL at www.octopus.com.hk as amended from time to time, shall apply to this Promotion.
6. For SmarTone’s Privacy Policy, please refer to www.smartone.com

A) \$200 Octopus Top-up Value Reward [the “Reward”]:

7. The Reward is only applicable to SmarTone Customers who have successfully (i) subscribed to designated Mobile & Service Plans for the purchase of a new Samsung Galaxy note8 or S8 or S8+ (each, “Eligible Device”) with selected fixed-term contract service plans during the Promotion Period (the “Service Plan”); (ii) installed Samsung Pay onto his/her Eligible Device during the Promotion Period; (iii) added a valid Smart Octopus (the “Eligible Smart Octopus”) in Samsung Pay of his/her Eligible Device during the Promotion Period; and (iv) registered the Octopus number of his/her Eligible Smart Octopus, the mobile number of his/her Eligible Device and first 4 characters of his/her HKID or Passport number on SmarTone’s website at www.smartone.com/SmartOctopus-Reg_phase2/en/ during the period between 6 March 2018 and 13 March 2018 (both dates inclusive); will, subject to Clause 8 below, each be considered as a winner (each, a “Winner”) to be eligible to receive the Reward.
8. To collect the Reward, each Winner is required to register his/her Eligible Smart Octopus in the Octopus App operated by OCL. Winners will be notified by push notification through the Octopus App between 27 March 2018 and 24 April 2018 (both dates inclusive) that the Reward will be available for collection through the Octopus App onto his/her said Eligible Smart Octopus.
9. The Reward will be available for collection on or before 30 May 2018. The Reward will be forfeited automatically without notice if the Winner fails to collect the Reward on or before 30 May 2018 or the said Eligible Smart Octopus of the Winner has been suspended, cancelled or terminated or is no longer valid for whatever reason(s), which, under no circumstance shall any claim be made against SmarTone and/or OCL whatsoever. Neither SmarTone nor OCL shall bear any liability whatsoever if any Winner fails or is unable to collect the Reward under whatever circumstances, including, but not limited to, reset of Samsung Pay application, Eligible Smart Octopus has been transferred to other Eligible Device or device, suspension, cancellation or termination of Eligible Smart Octopus for whatever reason, lost Eligible Device, or device reset due to factory data reset or Find My Mobile service.
10. Each Eligible SmarTone Customer is entitled to the Reward once only.
11. If the Winner subsequently terminates the Service Plan for whatever reason after collection of the Reward, SmarTone reserves the right to charge the Winner the full amount equivalent to the amount of the Reward without prior notice.
12. SmarTone makes no guarantee of the availability of its web services or Samsung Pay application and will not be held responsible for interruption of service that may interfere with the ability to participate in this Promotion. OCL makes no guarantee of the availability of the Octopus App and will not be held responsible for interruption of service that may interfere with the ability to participate in this Promotion.
13. Without limiting SmarTone rights under its privacy policy, personal information collected from you in this Promotion (such as your Smart Octopus number and your mobile number) will be used by SmarTone for (i) identifying and verifying your eligibility to participate in this Promotion and/or receiving the Reward, (ii) fulfilling the Reward, (iii) sending notification to you regarding the Reward, and (iv) carrying out any enquiries or resolving any disputes in relation to this Promotion.
14. By participating in this Promotion, each Eligible SmarTone Customer agrees that SmarTone shall be entitled to transfer the Octopus number of his/her Eligible Smart Octopus and the mobile number of his/her Eligible Device to OCL who may use the information for the purpose of fulfillment of the Reward (including sending of push notification to the Eligible Device of the relevant Eligible SmarTone Customer regarding collection of the Reward under this Promotion).
15. Information collected or received as aforesaid by SmarTone solely for the purpose of this Promotion and by OCL solely for the purpose of fulfillment of the Reward under this Promotion will be retained for 6 months after the end of the Promotion Period (“retention period”) and will be destroyed on expiry of the retention period.

B) \$50 Handset Accessories discount (“the Discount”)

16. The Discount is only applicable to customers who purchase a new SAMSUNG Galaxy note8 / S8 / S8+ (“Eligible Device”) within the Promotion Period. Customers are also required to add a valid Smart Octopus which is issued by OCL in Samsung Pay on an Eligible Device.
17. The Discount provides accessories at a discount on the prevailing Recommended Retail Price. The Discount is limited to one transaction only; and any unused discount will not be refunded. This discount is not applicable to AppleCare+. The discount is valid for 10 days from the date of product purchase. Any unused discount will be forfeited upon expiry.
18. SmarTone Customer cannot enjoy this discount in conjunction with other offers except the Reward.

General Terms and Conditions:

19. This Promotion is only available in-store.
20. SmarTone Customer is entitled to receive the Reward and the Discount subject to these Terms and Conditions. SmarTone Customer cannot enjoy the Reward or the Discount, as the case may be, in conjunction with other offers.
21. The Reward and/or the Discount cannot be transferred to any third party and is neither refundable nor exchangeable for cash.
22. SmarTone reserves the right of final decision relating to the promotions and any dispute thereof.
23. We have provided a Chinese language translation of these Terms and Conditions for reference. If there is any inconsistency between the English and Chinese versions, the English version shall prevail.
24. No person other than SmarTone Customers, SmarTone and OCL will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any of the provision of these Terms and Conditions.
25. The names of all other companies and products may be the trademarks owned by the various related companies.
26. These Terms and Conditions shall be governed by, and construed in accordance with, the laws of Hong Kong.