

TURBOJET STORED VALUE CARD (“CARD”) – TERMS AND CONDITIONS (“TERMS”)

The following Terms shall, save where otherwise expressly provided, govern the issuance to and use by any person (including a corporation) (“Cardholder”) of the Card (both Personal Store Value Card and Standard Store Value Card) issued by TurboJET Travel Services Limited under Shun Tak - China Travel Ship Management Limited (“Issuer”) and card accounts. Each Cardholder shall be deemed to have accepted unconditionally all the Terms below on receipt of the Card.

1. General Conditions

Subject to the provisions of clause 3 below, any Cardholder in possession of a valid Card shall be entitled to use the value stored in the Card to pay for any TurboJET tickets (including Tax) whereby, at the Issuer’s absolute discretion, payment for such tickets by the Card shall be applicable.

2. Minimum Value

All Card issued by the Issuer shall be subject to a minimum value of HK\$500.

3. Usage of Card

3.1 Purchase of TurboJET tickets shall be subject to the following:

- a. Ticket issuance is subject to seat availability;
- b. Ticket shall be issued at TurboJET ticketing office or TurboJET’s Automatic Ticket Dispenser;
- c. Tickets issued and ferry service to be provided to passengers holding a valid ticket shall be subject to TurboJET’s Terms and Conditions of Carriage of Passenger and Luggage;
- d. Transfer or re-sale of tickets is prohibited;
- e. Tickets issued with Personalized Stored Value Card should be used by the cardholder only and the Issuer reserves the right to check cardholder’s identification. Boarding will not be allowed shall the ticket be used by another person.

3.2 If there is a positive remaining value in the Card, but the remaining value is insufficient for an intended transaction, the Cardholder shall add value to the Card by presenting cash or other accepted payment to TurboJET ticketing office or by credit card via internet (www.turbojetbooking.com) for Personalized Stored Card.

3.3 Each ticket purchased on designated routes with Personalized Stored Value Card shall be entitled to a five percent (5%) discount (calculated on after deduction of tax basis). Macau ID Cardholder can elect for either the aforementioned 5% discount or discount applicable to Macau ID Cardholder (no change allowed once an election is made). The five percent discount privilege mentioned in this clause shall however not be applicable under the following situations:-

- (i) To tickets for passengers of age 65 or above or children under the age of 12; and
- (ii) Used in conjunction with other discounts, coupons and/or promotional offers

3.4 The Issuer hereby expressly reserves the right to determine and change without prior notice at any time the applicability of the Card as payment for ticket of any specific TurboJET routes without being liable to any Cardholder for any damage the Cardholder shall suffer in consequence therefrom.

4. Loading Value on Your Card

4.1 Cardholder can load a dollar value on the Card by presenting cash or other accepted payment to TurboJET ticketing office or by credit card via internet (www.turbojetbooking.com) for Personalized Stored Card.

4.2 The maximum value a Cardholder may store in the Card at any time is HK\$5,000.

4.3 The minimum amount that must be loaded onto the Card on each occasion of loading shall be HK\$100 (when cash is used) or HK\$200 (when credit card is used) and the amount must be in multiples of HK\$100.

4.4 Unless otherwise approved by the Issuer, the currency to be stored in the Card shall be Hong Kong dollars.

5. Bonus Points (Applicable to Personalized Stored Value Card Only)

5.1 Cardholder shall be entitled to the award of bonus points on each purchase of tickets calculated at each Hong Kong dollar spent for the exclusive purpose of purchase of a ticket being equal to one bonus point.

5.2 (a) Accumulation of bonus points shall be allowed provided that counting from the month the Card is issued bonus points awarded and/or accumulated shall remain valid only for durations of two years (each such duration being an “Interval”) at the expiry thereof any unused bonus points shall be forfeited by the Issuer. In other words, unused bonus points accumulated during the Interval counting from the month the Card is issued will expire at the end of the second year of the Card being issued (so for example if a Card is issued on any day in April 2015, bonus points awarded to and/or accumulated by the Card will expire on 30th April, 2017). Thereafter, accumulation of bonus points will start afresh from the beginning of the immediate following Interval. For the avoidance of doubt, bonus points awarded at any time during an Interval shall be treated for the purpose of this clause as if the same were awarded on the commencement month of the Interval. Failure to forfeit and/or delay in forfeiture on the Issuer’s part of any unused bonus points after the expiry of any Interval whatever the

cause shall not affect the Issuer's right to refuse usage of such expired bonus points by the Cardholder. The Cardholder shall under no circumstances be entitled to claim any compensation for bonus points forfeited and it shall be the sole responsibility of a Cardholder to keep himself/herself informed of his/her bonus points balance prior to the expiry of an Interval. Cardholders may check their bonus point balance at any time via any one of the following channels:

- (i). TurboJET website www.turbojet.com.hk (by first registering as an online booking member using the Card).
- (ii). TurboJET self-service ticketing kiosks.
- (iii). Enquire with staff of TurboJET at Card Centre.

(b) Cardholder shall be entitled to use bonus points awarded/accumulated for the redemption of gifts designated by the Issuer for such purpose provided that the Issuer shall be entitled at its absolute discretion to determine at any time the gifts and the number of bonus points required for the redemption of any such gifts provided further that the Issuer shall be entitled to substitute at any time at its solely absolute discretion any designated gifts with any item so decided by the Issuer without being liable to give any reason whatsoever.

- 5.3 Bonus points shall not be awarded to any tickets issued under any promotional schemes.
- 5.4 The Issuer shall be entitled to deduct any and all bonus points from a Cardholder's account notwithstanding the same being already awarded for the purchase of a ticket in the event of a refund howsoever caused.
- 5.5 The Issuer shall be entitled to change the operation of the bonus point scheme or any specific aspect thereof at any time and from time to time without advance notice to the Cardholder and without being liable to the Cardholder for any loss and/or damage suffered as a result therefrom. The Issuer shall further be entitled to cancel, whether in part or as a whole, at any time the bonus point scheme without advance notice to the Cardholder and without being liable to the Cardholder for any loss and/or damage suffered by reference to any unused bonus points existing as at the time of cancellation.
- 5.6 It shall be a condition precedent for a Cardholder to comply with all requirements and complete all procedures prescribed by the Issuer at any time for redemption of any gifts under the bonus point scheme.
- 5.7 Issuer shall be entitled not to entertain and/or process any application for redemption of gifts with the bonus points if the Cardholder fails to comply with the provisions of clause 5.6.
- 5.8 The specified number of bonus points for the redemption of any particular gifts shall be deducted from the Cardholder's account at the time of redemption of the gift.

6. Lost Card (Applicable to Personalized Stored Value Card Only)

- 6.1 Cardholder shall notify Card Centre at (852)36020131 or any agent parties or location that the Issuer shall designate for the said purpose from time to time immediately and shall, subject to the provisions of clause 6.4, submit a completed "Service Request Form" ("Form") to a TurboJET ticketing office or as otherwise directed by the Issuer from time to time.
- 6.2 Upon receipt of the Form the Issuer will invalidate the lost Card and issue a replacement Card to the Cardholder within 7 days from receipt of the Form.
- 6.3 Where a Form is received by the Issuer and it is found that the Card has been used for payment of any ticket in between the time of receipt of the Form by the Issuer and the alleged time of lost of the Card, such transactions and payments occurring subsequent to the alleged time of lost of the Card shall for all purposes be deemed to be acts of the Cardholder absolutely. The Issuer shall in no circumstances be held liable for the payments and it is hereby expressly declared that residue value if any to be loaded to the replacement Card upon receipt of the Form shall be such value as existing in the Cardholder's card account at the time of invalidation of the lost Card.
- 6.4 No submission of Form and request for replacement Card shall be entertained by the Issuer for any Card alleged to have been lost for more than 7 days (counting from the date notification is given in accordance with clause 6.1 above or date of submission of the Form whichever shall be the earlier).
- 6.5 A charge of HK\$50 shall be payable by the Cardholder to the Issuer on each occasion of an application for a replacement Card. The charge shall be payable at the time of submission of the Form. The Issuer shall be entitled to revise the aforesaid charge at any time and from time to time as the Issuer shall deem appropriate at its absolute discretion.

7. Lost Card (Applicable to Standard Stored Value Card Only)

No request for lost of Card shall be entertained by the Issuer.

8. Return Card

A charge of HK\$50 shall be payable by the Cardholder to the Issuer on surrender of a Card with which a refund of remaining value is required. The Cardholder shall not be eligible to re-apply for Card of the same type within three calendar months from the effective date of cancellation.

9. Damaged/Malfunction Card

Cardholders should return the Card to our ticketing office or Card Centre for verification and where so determined and directed by the Issuer the Cardholder should apply for the Card to be replaced. Remaining value, if any, of the damaged/malfunction Card will be transferred to the new Card within 7 days of receipt of the damaged/malfunction Card.

10. Property

The Card shall remain the property of the Issuer absolutely throughout the period during which the Card is in the Cardholder's possession. The Issuer hereby reserves the right to demand for return of the Card whether by itself or its authorized agents with or without cause from the Cardholder at any time provided that where the Issuer shall demand for return of the Card from the Cardholder the Cardholder shall be entitled to a refund of the remaining value stored in the Card at the time the Issuer retakes possession of the Card.

11. Data Privacy

All information provided by the Cardholder will be handled in accordance with Issuer's Data Privacy Policy. Please see Issuer's Data Privacy Policy for details.

12. Limitation of Liability

- 12.1 Issuer shall not be liable to any Cardholder for any indirect or consequential loss, damage or expense of any kind whatsoever arising out of or in connection with the issuance or omission to issue thereof and use of the Card and/or the provision or the refusal or omission to provide any benefits, whether such loss, damage or expense is caused by negligence or otherwise of the Issuer and/or its employees agents or contractors, and whether Issuer has any control over the circumstances giving rise to the claim or not.
- 12.2 The Issuer's liability in relation to the issuance and use together with all services rendered available in relation thereto of the Card shall be limited to its replacement thereto and (where applicable) re-crediting the value of the bonus points redeemed by the Cardholder.
- 12.3 Without prejudice to the generality of the foregoing provisions, Issuer shall not be liable to any Cardholder for any loss or damage arising directly or indirectly from:
 - a) the malfunction of a Card (including, without limitation, the loss of or inaccuracy relating to any information or data stored in a Card, where the relevant Card contains a device to store such data or information). The Cardholder's sole remedy in so far as malfunctioning Card is concerned shall be as described in clause 9 hereabove;
 - b) the exercise by the Issuer of its right pursuant to the provision of clause 10 hereabove wherever such right shall be exercised ;
 - c) the return of the Card, any request for its return, or any statement made or act performed by any person requesting its return, and in no circumstances shall the same be or constitute any reflection on or injury to the creditworthiness, character or reputation of any Cardholder;
 - d) any misstatement, misrepresentation or omission in any details disclosed by Issuer pursuant to clause 11; or
 - e) any act of fraud, forgery or gross negligence of the Cardholder, including (without limitation) cases where the Cardholder has failed to observe terms and conditions herein or follow any other recommendation of Issuer from time to time regarding the safety and secrecy of the Card and the Card number.
- 12.4 Issuer shall not be liable partly or in full to any loss or damage suffered by a Cardholder in relation to the Card due to the occurrence of any events which is beyond the control of Issuer.

13. Assignment (Applicable to Personalized Stored Value Card Only)

Transfer or assignment of the Card is prohibited.

14. Amendment

The Terms shall be subject to change by the Issuer at its solely and absolute discretion at any time and from time to time without prior notice.

15. Right of Refusal

The Issuer hereby reserves the right to refuse to issue the Card to any person with or without cause and explanation.

16. Conflict

In the event that any Terms herein shall conflict with the provisions of any User Guide relating to the use of the Card, the Terms shall prevail.

17. Law and Language

- 17.1 These Terms shall be governed by and construed in accordance with the laws of Hong Kong.
- 17.2 If at any time any of the Terms shall be or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining Terms shall not be affected thereby.
- 17.3 Nothing herein shall operate so as to exclude or restrict any liability, the exclusion or restriction of which is prohibited by the laws of Hong Kong.
- 17.4 In the event of any discrepancy between this document and any version of this document that has been translated into any other languages, this English language version shall prevail.