

噴射飛航儲值卡 - 條款及條件 (以下稱為「條款」)

以下條款規管由信德中旅船務管理有限公司(「發卡人」)向任何人士(包括適用之團體)(「持卡人」)發行儲值卡及其卡賬戶,以及持卡人使用儲值卡提供之所有現有服務之權利。每名持卡人在接受儲值卡時,須視為已無條件接受此條款。

1. 總則

根據以下條款第3條,任何持有有效儲值卡的人士均可使用儲值卡的儲值購買任何噴射飛航航線之船票(包括有關稅項),惟發卡人有權決定及改變以儲值卡購買船票之適用性。

2. 最低儲值額

所有由發卡人發出之儲值卡最低儲值額為港幣500元。

3. 使用儲值卡

3.1 購買噴射飛航船票時須遵照下列各項:

- 售票與否需視乎座位供應情況而定;
 - 船票只限於噴射飛航售票處或噴射飛航自助票務機領取;
 - 船票發售以及其提供的服務須受噴射飛航乘客及行李運載條例之規限;
 - 禁止轉讓或轉售船票;及
 - 以個人儲值卡購買之船票只適用於持卡人本人使用,發卡人有權於驗票時核對持卡人身份,如有違者,將被拒絕登船。
- 3.2 倘若儲值卡餘額為正數,但餘額不敷應付所擬進行之交易,則持卡人須於噴射飛航售票處以現金或其他可接受付款形式為儲值卡增值,個人儲值卡亦可透過互聯網(www.turbojet.com.hk)以信用卡為儲值卡增值。
- 3.3 以個人儲值卡購買指定航線之船票每張均有5%折扣優惠(未含稅)。持澳門身分證持卡人可選擇前述之5%折扣優惠或澳門居民適用之折扣優惠(有關選擇,一經選定,不得作出更改)。本條所述之優惠不適用於下列情況:
- 購買 65 歲或以上或 12 歲以下之優惠船票;及
 - 與其他折扣優惠、優惠券及推廣優惠同時使用。
- 3.4 發卡人僅此保留在沒有事先通知的情況下於任何時間決定及改變以儲值卡繳付任何噴射飛航航線之船票之適用性,若持卡人因此而有任何損失,發卡人無須承擔責任。

4. 儲值卡增值

- 持卡人可於噴射飛航售票處以現金或其他可接受付款形式為儲值卡增值,個人儲值卡亦可透過互聯網(www.turbojet.com.hk)以信用卡為儲值卡增值。
- 持卡人不可為儲值卡增值多於港幣\$5,000。
- 儲值卡每次增值之最低增值額為港幣\$100(以現金支付)或港幣\$200(以信用卡支付),並須以港幣\$100之倍數為增值單位。
- 除非發卡人同意,否則儲值卡之儲值貨幣須為港幣。

5. 積分獎賞(只適用於個人儲值卡)

- 持卡人每次購買噴射飛航船票均可獲積分獎賞,噴射飛航淨票價港幣\$1相等於1分。
 - (a) 持卡人獲得之積分獎賞可以累積,積分獎賞累積運作方式如下:由持卡人獲發卡月份起計所獲得或累積之積分祇能維持分階段有效,每一階段為期兩年。即由持卡人獲發卡月份起計所獲得或累積之積分將祇在由發卡月份起計之兩年階段內有效(例如持卡人於2015年4月任何一日獲得發卡,則所獲得或累積之積分有效期將維持至2017年4月30日)。在該階段完結後任何由持卡人擁有屬於該階段而未用的積分均會被註銷,持卡人須在接續的下一兩個年階段從新累積積分,如此類推。發卡人並僅此聲明在任何一階段內任何時間發出之積分獎賞均須全數視作為在該階段的首月份發出論。發卡人如未有對已過期的累積積分作出註銷或註銷行動出現延誤,均並不影響發卡人拒絕持卡人使用已過期之累積積分的權利。持卡人在任何情況下均無權因發卡人註銷已過期之累積積分而要求發卡人作出賠償。持卡人得自行在一階段即將完結前查核累積積分之餘額。持卡人可遍下述途徑查核累積分數餘額:
 - 登入噴射飛航網頁(www.turbojet.com.hk)查閱(但得先以所獲發之儲值卡登記成為網上訂票會員)。
 - 通過噴射飛航自助票務機。
 - 向卡務中心職員查詢。
 - (b) 持卡人可用積分換取發卡人指定之禮品,發卡人有絕對酌情權去決定可供換取之禮品及換取有關禮品所需之積分。發卡人亦有權在無須提供任何理由下隨時更改可供換取之禮品。
- 5.3 於任何推廣活動購買的船票將不會獲得積分。
- 5.4 若返回船票,發卡人有權於持卡人賬戶內扣除已發之有關積分。
- 5.5 發卡人有權隨時更改積分獎賞計劃之運作細則(又或其任何部份)或取消部份或整個獎賞計劃而無須事先向持卡人通知,倘若持卡人因此而有任何損失或損害,發卡人概不負責。
- 5.6 持卡人換取積分獎賞計劃之禮品必須遵從發卡人所有要求及完成有關之換領程序。
- 5.7 倘若持卡人未能遵從上述條款第5.6條之要求,發卡人有權不接受及/或處理有關積分換取禮品之申請。
- 5.8 換領禮品時,有關積分將會從持卡人賬戶內扣除。

6. 遺失個人儲值卡

- 持卡人必需立即致電卡務中心(852) 2859 3401或發卡人不時指定之其他代理或地點報失,並向噴射飛航售票處或發卡人不時指定之其他地點提交一份填妥之「服務申請表格」(「表格」)。

- 發卡人一經收訖該表格,將把遺失之儲值卡註銷,並於收到表格7天內重新補發一張儲值卡。

- 倘若發卡人收訖表格並發現該儲值卡在被指遺失至發卡人收訖表格期間曾用作繳付任何船費,則於被指遺失儲值卡後之所有交易及款項就各方面而言將被視為持卡人無條件行為,發卡人在任何情況下無須為已繳之款項負責法律責任,並僅此聲明收訖表格後於儲值卡加入之金額(如有)將相等於註銷遺失儲值卡時持卡人儲值卡賬戶之餘額。

- 於儲值卡遺失7天後(根據上述條款第6.4條之報失日或提交表格日計起,以較早者為準)呈交之表格以及補發儲值卡之要求將不獲發卡人受理。

- 持卡人須向發卡人繳付港幣\$50作為補發新卡之手續費,並須於提交表格時繳付。發卡人有權隨時更改有關之手續費。

7. 遺失標準儲值卡

發卡人將不受任何補領遺失儲值卡之要求。

8. 退還儲值卡

持卡人要求退還儲值卡餘額須向發卡人繳付港幣\$50手續費。

9. 損壞/功能失效之儲值卡

持卡人須把有問題之儲值卡退回售票處或卡務中心核實,發卡人將決定並指示持卡人是否須領儲值卡,發卡人將於接獲有關之儲值卡後7天內補發新卡,並將損壞/功能失效之儲值卡之餘額將轉移至新儲值卡。

10. 擁有權

持卡人持有儲值卡期間,該儲值卡將仍屬發卡人全權所有。在發卡人要求收回持卡人儲值卡,持卡人擁有收回發卡人重新持有儲值卡之時之儲值卡餘額的前提下,發卡人僅此保留其及其獲授權代理人在任何時間可無須提出原因要求收回持卡人儲值卡之權利。

11. 資料私隱

持卡人提供之所有資訊均根據發卡人之資料私隱政策進行管理。詳情請見發卡人之資料私隱政策。

12. 限制法律責任

12.1 倘若由於發行儲值卡、不發行儲值卡及儲值卡的使用及/或提供、拒絕提供或不提供任何利益引致持卡人蒙受任何性質之間接或相應損失、損害或支出,無論該等損失、損害或支出是否因疏忽或發卡人及/或其僱員代理人或承包人而引起,亦無論發卡人能否控制引致索償之情形,發卡人無須承擔責任。

12.2 有關發行儲值卡及使用儲值卡提供之所有現有服務,發卡人的法律責任僅限於補發儲值卡以及把持卡人累積獎賞積分(如有)重新計入新儲值卡的賬戶。

12.3 在不損害前述條文的的一般性原則下,發卡人將不會為任何持卡人直接或間接因以下各項帶來之任何損失或損害負責法律責任,包括:

- 儲值卡功能失效(包括但不限於在該卡帶有儲存資料或資訊之裝置的情況下,該卡內所儲存之任何資訊或資料遺失或不準確)。有關儲值卡功能失效之問題,持卡人應參照上述條款第9條。
 - 發卡人以上述條款第10條為依據賦予發卡人行使的權利行使該權利;
 - 退還儲值卡、任何退還儲值卡之申請,或任何人士對退還儲值卡作出之聲明或行為,在任何情況下均不能成為或構成對任何持卡人信譽、品格或名譽的損害或傷害;或
 - 任何由發卡人根據條款11所披露的細節出現的錯誤陳述、失實或遺漏;
 - 持卡人任何欺詐、偽造或嚴重疏忽的行為,包括但不限於持卡人未能遵守本條款及條件之規定,或未能遵照任何發卡人不時對有關保密儲值卡及儲值卡號碼作出的其他建議
- 12.4 任何在發卡人未能合理照顧或控制而發生的事故,導致持卡人承受與儲值卡有關的損失或損害,發卡人概不負責。

13. 轉讓(只適用於個人儲值卡)

嚴禁轉移或轉讓本儲值卡。

14. 修改條款

發卡人有唯一及絕對酌情權在沒有事先通知的情況下於任何時間不時修改本條款。

15. 拒絕發行儲值卡之權利

發卡人將保留在無須提出原因及解釋的情況下拒絕向任何人士發行儲值卡。

16. 抵觸

倘此條款與儲值卡之使用指南有任何抵觸,概以此條款為準。

17. 法律及語言

- 這些條款將受香港的法律所規限及其作為詮釋的根據。
- 無論何時及在任何情況下,這些條款變成非法、無效或無法執行,本文內其他條款的合法性、有效性及可執行性將不會因此受任何影響。
- 3 本文內的所有內容均不能排除或限制任何法律責任,如該法律責任之排除或限制受香港法律所禁止。
- 4 倘此條款之中英文譯本有任何歧異,概以英文版本為準。

5/2015

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 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:

- Ticket issuance is subject to seat availability;
- Ticket shall be issued at TurboJET ticketing office or TurboJET's Automatic Ticket Dispenser;
- 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;
- Transfer or re-sale of tickets is prohibited;
- 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.turbojet.com.hk) 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:

- To tickets for passengers of age 65 or above or children under the age of 12; and
 - 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

- 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.turbojet.com.hk) for Personalized Stored Card.
- The maximum value a Cardholder may store in the Card at any time is HK\$5,000.
- 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.
- 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)

- 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.
 - (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 commencing 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:
 - TurboJET website www.turbojet.com.hk (by first registering as an online booking member using the Card).
 - TurboJET self-service ticketing kiosks.
 - 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)2859 3401 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 loss of the Card, such transactions and payments occurring subsequent to the alleged time of loss 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.

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 of 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:

- 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;
- the exercise by the Issuer of its right pursuant to the provision of clause 10 hereabove wherever such right shall be exercised;
- 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;
- any misstatement, misrepresentation or omission in any details disclosed by Issuer pursuant to clause 11; or
- 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.

5/2015