Conditions for Issue & Use of Concession Cards ("Conditions")

The use of a Concession Card as a contactless stored value facility and as a Ticket and for payment of fares for travel in the Public Transport System and/or Qualified Goods and/or Services shall be subject to these Conditions, and all applicable laws and regulations. By using a Concession Card as a Ticket and for payment of fares for travel in the Public Transport System, the Concession Card Holder agrees to be and shall be bound by these Conditions.

1. Definitions

In these Conditions, the following words and expressions shall, unless otherwise provided or the context otherwise requires, have the following meaning:

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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</thead>
<tbody>
<tr>
<td>Act</td>
<td>means the Public Transport Council Act (Cap.259B) as amended from time to time.</td>
</tr>
<tr>
<td>Authorised Person</td>
<td>means such person authorised in writing by LTA to carry out such function as referred to in these Conditions.</td>
</tr>
<tr>
<td>AVM</td>
<td>means an Add Value Machine.</td>
</tr>
<tr>
<td>Card</td>
<td>Means any stored value facility whether in the form of a card or otherwise</td>
</tr>
<tr>
<td>Card Cost</td>
<td>means the cost of the Concession Card payable by a Concession Card Holder for the issuance of a Concession Card in such amount as may from time to time be determined by the Issuer.</td>
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</tbody>
</table>
| Concession Card             | means a Card which is issued by LTA and/or otherwise accepted for use by
<p>| (a) any Operator as a Ticket and for the payment of concessionary fares for travel on designated routes using the Public Transport System, and includes by reference:  |
|                             | • Child Concession Card (&quot;Child Card&quot;)                                                                                                    |
|                             | • Primary (MOE) Student Concession Card (&quot;Primary (MOE) Card&quot;);                                                                        |
|                             | • Primary (Non-MOE) Student Concession Card (&quot;Primary (Non-MOE) Card&quot;);                                                                |
|                             | • Secondary/Pre-U (MOE) Student Concession Card (&quot;Secondary/Pre-U (MOE) Card&quot;);                                                        |
|                             | • Secondary/Pre-U (Non-MOE) Student Concession Card (&quot;Secondary/Pre-U (Non-MOE) Card&quot;);                                                 |
|                             | • Institute of Technical Education Concession Card (&quot;ITE Card&quot;);                                                                       |
|                             | • Tertiary Student Concession Card (&quot;Tertiary Card&quot;);                                                                                   |
|                             | • National Service Full-time Concession Card (&quot;NSF Card&quot;);                                                                            |
|                             | • Senior Citizen Concession Card (&quot;Senior Citizen Card&quot;);                                                                            |
|                             | • Adult Monthly Travel Card (&quot;AMTC&quot;);                                                                                                  |
|                             | • Workfare Transport Concession Card (&quot;WTC Card&quot;); and                                                                              |
|                             | • Persons with Disabilities Card (&quot;PWD Card&quot;)                                                                                           |
| (b) any Qualified Merchants for payment of Qualified Goods and/or Services.                                                            |
| Concession Card Holder      | means the holder of a Concession Card to whom the concession privilege is granted and whose name and NRIC or Birth Certificate number is printed on |</p>
<table>
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<tr>
<td>Concession Card System</td>
<td>means the computerised system operated and managed by TLPL or Qualified Merchants designated by the Land Transport Authority for Concession Card transactions and provision of Qualified Goods and/or Services.</td>
</tr>
<tr>
<td>Fares</td>
<td>means the amount payable to the Operators for Transit Services.</td>
</tr>
<tr>
<td>GTM</td>
<td>means a General Ticketing Machine.</td>
</tr>
<tr>
<td>Issuer</td>
<td>means the issuer of the Concession Card</td>
</tr>
<tr>
<td>LTA</td>
<td>means the Land Transport Authority of Singapore, a statutory body formed under the Land Transport Authority of Singapore Act (Cap. 158A).</td>
</tr>
<tr>
<td>Operators</td>
<td>means any licensee of any licence granted pursuant to section 12 of the Act or section 13 of the Rapid Transit Systems Act (Cap. 263A).</td>
</tr>
<tr>
<td>PSC</td>
<td>means Passenger Service Centre.</td>
</tr>
<tr>
<td>PTC</td>
<td>means the Public Transport Council of Singapore, as established under the Act.</td>
</tr>
<tr>
<td>Public Transport System</td>
<td>means the public bus and rail systems from time to time operated by the Operators.</td>
</tr>
<tr>
<td>Qualified Goods and/or Services</td>
<td>Means the goods sold and/or the services rendered by Qualified Merchants.</td>
</tr>
<tr>
<td>Qualified Merchants</td>
<td>means persons approved by LTA and/or Authorised Persons to be engaged in the sale of the Qualified Goods and/or the provision of Qualified Services. A Qualified Merchant is authorised by LTA to accept debits on the Stored Value of Concession Cards as a means of payment for such Qualified Goods and/or Services and provide services which involve the reading/writing of electronically encoded data on Concession Cards.</td>
</tr>
<tr>
<td>Rail</td>
<td>means the Mass Rapid Transit and Light Rapid Transit Systems</td>
</tr>
<tr>
<td>Revaluation</td>
<td>means the process whereby the Stored Value of a Card is increased by such means as prescribed by the Issuer and agreed by the holders of such Cards and the word “revalue” as used in these Conditions shall bear the same meaning.</td>
</tr>
<tr>
<td>Stored Value or stored value</td>
<td>means the initial monetary value paid for and stored in a Concession Card, including by means of a Revaluation, or the residual value remaining therein from time to time (excluding the Card Cost (as defined hereinafter)), which may be used by a Concession Card Holder for the payment of Transit Services and/or Qualified Goods and/or Services.</td>
</tr>
<tr>
<td>Ticket</td>
<td>means a Concession Card which is issued as a form of authorization for the conveyance of any passenger on the Public Transport System, as understood within the context and meaning of the Act.</td>
</tr>
<tr>
<td>TLCRO</td>
<td>means TLPL’s Card Replacement Office.</td>
</tr>
<tr>
<td>TLPL</td>
<td>means Transit Link Pte Ltd, its successors and assigns.</td>
</tr>
<tr>
<td>TLTO</td>
<td>means TLPL’s Ticket Office.</td>
</tr>
<tr>
<td>Transit Services</td>
<td>means the services from time to time provided by the Operators for or in the Concession Card or recorded electronically in the Concession Card.</td>
</tr>
</tbody>
</table>
The following provisions shall apply to Concession Card Holders:

2. **Issue and validity of Concession Cards**
   2.1 Concession Cards shall be issued only to eligible applicants. Details on concession schemes, concession travel rates, eligibility for concession travel and conditions relating to concession schemes offered by the Operators / LTA are stipulated at www.transitlink.com.sg.

   2.2 A Concession Card is not transferable and can only be used by the Concession Card Holder of that Concession Card.

   2.3 The validity period of any particular type of Concession Card shall be as stated at www.transitlink.com.sg. The extension of any such validity period is at the absolute discretion of the respective Operators or LTA. In the case of any Child Card, Primary (MOE) / (Non-MOE) Card, Secondary / Pre-U (MOE) / (Non-MOE) Card and/or Tertiary Card, the extension shall be subject to the provision of all relevant information by the school or institution concerned. Save as aforesaid, Concession Card Holders may seek the extension of their concession status at any TLTO, TLCRO, AVM, GTM or PSC.

   2.4 The use of a Concession Card as a means for the payment of fares in the Public Transport System shall be subject always to these Conditions and such of the terms and conditions as may from time to time be issued by the Land Transport Authority or such other organisation as may be designated by the Land Transport Authority from time to time to govern the use of any contactless payment medium in the Public Transport System, which terms and conditions shall prevail over these Conditions in the event of any conflict or inconsistency.

   2.5 A replacement Concession Card may be issued subject to such conditions and to the payment of such sums as LTA may impose.

3. **Revaluation of Concession Cards**

   Concession Card Holders may revalue the Stored Value of their Concession Cards from time to time at any TLTO, TLCRO, AVM, PSC and GTM via cash, NETS (or such other accepted payment modes), up to the maximum amount of $500 or other amount as may be prescribed for such Concession Card.

4. **Card Cost**

   4.1 LTA and/or any Authorised Person may collect from the Concession Card Holder an amount to cover the cost of the card ("Card Cost") when the Concession Card is first issued. The Card Cost, which is up to a maximum of S$5.00, is non-refundable.

5. **Rejection of Concession Cards**

   5.1 Notwithstanding any other clause, LTA, any Authorised Person, Operators and/or Qualified Merchants shall be entitled to reject the use of a Concession Card –

   5.1.1 as a Ticket and as a means for claiming concessionary travel in the Public Transport System if:
(a) it is used by any person who is not eligible or who has ceased to be eligible for concessionary travel;
(b) it is used by any person who is not the Concession Card Holder of that Concession Card;
(c) it has expired;
(d) the Stored Value is insufficient or has been exhausted;
(e) it is suspected by LTA, TLPL, any Authorised Person and/or the Operators:
   (i) to be a counterfeit;
   (ii) to have been fraudulently or illegally issued or revalued;
   (iii) to have been stolen or tampered with in any way; or
   (iv) to have been used in a manner which illegally or fraudulently hinders or prevents the proper deduction of Fares or to evade any Fare payment;
(f) it is damaged, unreadable, defective, faulty or otherwise poses a risk of damage to the Concession Card System;
(g) it has been blacklisted for any reason whatsoever;
(h) it has not been activated for use in the Public Transport System;
(i) it is not capable or has ceased to be capable of functioning as a Ticket for any reason whatsoever;
(j) the Concession Card System is unable to process the payment for any reason whatsoever or if a force majeure event (see Clause 15) arises which disables and/or prevents the Operators from accepting and/or processing the Concession Card as a means of payment; and/or

5.1.2 for payment of Qualified Goods and/or Services if:

(a) the Concession Card has expired; or
(b) the Concession Card is suspected to have been fraudulently issued, stolen or tampered with or may in any way pose a risk to the Concession Card System; or
(c) the Concession Card System is unable to process the payment for any reason whatsoever or if a force majeure event (see Clause 15) arises which disables and/or prevents the Qualified Merchants from accepting and/or processing the Concession Card as a means of payment.

5.2 The Concession Card Holder agrees that each of the Operators and/or Qualified Merchants is responsible for deducting payment for Transit Services and/or Qualified Goods and/or Services, as the case may be, that the Concession Card Holder has agreed with the Operator and/or Qualified Merchant or is agreeable (with the Operator and/or Qualified Merchant) to pay from the Stored Value, in such manner as may be required by such Operator and/or Qualified Merchant.

5.3 The Operators and Qualified Merchants accepting the use of Concession Cards may be changed from time to time without prior notice.

6. Retention of Concession Cards

6.1 Notwithstanding any other clause, LTA, TLPL, any Authorised Person and/or any of the Operators shall be entitled to seize and retain the Concession Card if:

(a) it is used by a Concession Card Holder who is not eligible or who has ceased to be eligible for concessionary travel;
(b) it is used by a Concession Card Holder who is not the Concession Card Holder of that Concession Card;
(c) it has expired;
(d) it is suspected by LTA, TLPL, any Authorised Person and/or the Operators:
   (i) to be a counterfeit;
   (ii) to have been fraudulently or illegally issued or revalued;
   (iii) to have been stolen or tampered with in any way; or
   (iv) to have been used in a manner which illegally or fraudulently hinders or prevents the proper deduction of Fares or to evade any Fare payment;
(e) it is damaged, unreadable, defective, faulty or otherwise poses a risk of damage to the Concession Card System;
(f) it has been blacklisted for any reason whatsoever;
(g) it is not capable or has ceased to be capable of functioning as a Ticket for any reason whatsoever.

6.2 During the period that a Concession Card is retained, the Concession Card Holder shall not be entitled to the privilege of concessionary travel. In such instance, the Concession Card Holder may purchase an adult anonymous Card or use another appropriate form of Fare payment for travel in the Public Transport System. The Concession Card Holder may, however, make a claim in relation to any retained Concession Card in accordance with Clause 10.

7. **Loss or Theft of Concession Card**

7.1 Concession Card Holders are responsible for safeguarding their Concession Cards from loss and theft. LTA, TLPL, Operators and Qualified Merchants shall not be responsible to any Concession Card Holder for any losses which may be incurred by a Concession Card Holder as a result of a lost or stolen Concession Card.

7.2 Concession Card Holders who lose their Concession Card must immediately report the loss of their Concession Card to TLPL through the TransitLink Hotline for the purposes of invalidation. The lost card will be invalidated within 48 hours from the time of the report. Invalidation requests are final and irreversible.

8. **Corrupted Concession Card**

8.1 Concession Card Holders with corrupted, defective or faulty Concession Cards shall present such corrupted Concession Cards to any TLTO, TLCRO or PSC immediately after such corruption, defect or fault has arisen.

8.2 The Concession Card Holder (excluding AMTC Holder) may apply for a temporary Card (“Temporary Card”) at any TLTO pending the replacement of his/her Concession Card.

8.3 Concession Card Holders (excluding AMTC Holder) who apply for a Temporary Card are required, unless otherwise determined by LTA and/or TLPL, to produce their Concession Card in respect of which the Temporary Card is issued.

8.4 A Temporary Card shall only be valid for use for a period of ten (10) days. Corrupt Concession Cards Holders should collect their replacement Concession Cards at any TLCRO within the validity period of the Temporary Card.

8.5 AMTC Holders shall not be entitled to a Temporary Card. Corrupted AMTC Holders should replace and collect their replacement Concession Cards at any TLCRO.

9. **Misuse of Concession Cards**

A Concession Card may only be used by the respective Concession Card Holder who is eligible for concessionary travel of the type associated with the Concession Card and as stipulated at www.transitlink.com.sg. Concession Card Holders are responsible for safeguarding their Concession Cards from misuse.

10. **Refunds**

10.1 A Concession Card Holder may claim a refund of any Stored Value rightfully due to the Concession Card Holder.

10.2 Refunds shall be made by LTA, any Authorised Person or TLPL subject to the following conditions:
(a) The Concession Card in respect of which the claim is made must be presented unless otherwise determined by LTA, any Authorised Person or TLPL.

(b) The Concession Card must not have been altered, tampered, intentionally damaged, or interfered with.

(c) A refund shall be made only after LTA, any Authorised Person or TLPL is satisfied, after due investigation, that the claim is valid.

(d) The encoded data in the Concession Card and/or its external card number are readable for any reason as determined by LTA, any Authorised Person or TLPL.

(e) Refunds shall be made to the Concession Card Holder or its proxy.

(f) All refunds shall be made free of interest.

(g) Unless already retained, the Concession Card shall be surrendered to LTA, any Authorised person or TLPL at the time of refund, except for Child cards issued before 6 April 2014.

10.3 A Concession Card Holder may only obtain a refund of the Stored Value at any TLTO or TLCRO within 4 years after the expiry of that Concession Card.

11. Exclusion/Limitation of Liability:

11.1 Neither LTA, TLPL, any Authorised Person, any Operator nor Qualified Merchant (or any of their respective officers, employees or agents) shall be liable for any losses, damages, expenses, claims, liability and costs (including cost on a solicitor and client basis) that a Concession Card Holder may incur or suffer in connection with:

(a) the use of any Concession Card as a Ticket and/or as a means of Fare Payment in the Public Transport System;

(b) any delay in the issuance of any Concession Card or in the case of any retained Concession Card, the return of such Concession Card;

(c) the retention, suspension, discontinuance or revocation of any Concession Card;

(d) any breakdown or fault in the Concession Card System and/or;

(e) any damaged, corrupted, defective, faulty Concession Card.

11.2 Without prejudice to Clause 11.1 above, should any liability be attributed to LTA, TLPL, any Authorised Person and/or any Operator in connection with the use of any Concession Card as a Ticket and/or as a means of Fare payment in the Public Transport System and/or as a means of payment for any Qualified Goods and/or Services whatsoever, including but not limited to any event or incident arising from any negligence, the total liability of LTA, TLPL, such Authorised Person and/or such Operator to the Concession Card Holder under these Conditions and at law shall not exceed in aggregate the sum of S$500.

11.3 It is expressly acknowledged by the Concession Card Holder that neither LTA, TLPL nor any Authorised Person is involved in the provision of the Transit Services and/or the Qualified Goods and/or Services offered by any Operator and Qualified Merchant respectively accepting the Concession Card for payment. Neither LTA, TLPL nor any Authorised Person shall be liable in any way for the Transit Services and/or Qualified Goods and/or Services sold, rendered or provided by the Operators and/or Qualified Merchants (including without limitation any defect, disruption, failure or unavailability of or relating to any of such Transit Services and/or Qualified Goods and/or Services, as the case may be) or for any other disputes concerning the Transit Services and/or Qualified Goods and/or Services, all of which shall be the sole responsibility of the Operators and/or Qualified Merchants, as the case may be.

12. Amendment

LTA may from time to time amend, modify or vary any part of these Conditions without any prior notice to Concession Card Holders save that notice of any such amendments made shall be posted at any TLTO/TLCRO at MRT stations and bus interchanges and/or such other premises (including LTA’s website) as may be determined by LTA. The Concession Card Holder’s continued use of the Concession Card after the date of such notification shall constitute an
affirmative acknowledgement by the Concession Card Holder of the amendments and shall be deemed to be the Concession Card Holder's acceptance of the revised Conditions.

13. **No Waiver**

No failure or delay on the part of LTA in exercising any power, right, or remedy under these Conditions shall operate as a waiver of such power, right, or remedy. Nor shall any single or partial exercise of any power, right, or remedy preclude the further or other exercise thereof, or the exercise of any power, right, or remedy that it may have.

14. **Right of Third Parties**

Any person or entity which is identified or referred to in these Conditions (whether as a class of persons or otherwise) shall be deemed to be a party to these Conditions and shall accordingly be entitled to the benefit of, and to enforce in its own right, any provision of these Conditions which may be relevant to it or them to the fullest extent permitted by law. Save as aforesaid, the Contracts (Rights of Third Parties) Act shall not apply to give any person or entity who is not a party to these Conditions any right to enforce any term of these Conditions. For the avoidance of doubt, nothing in this Clause shall affect the rights of any permitted assignee or transferee of these Conditions.

15. **Force Majeure**

Neither LTA, any Authorised Person, TLPL, nor any of the Operators nor Qualified Merchant shall be liable for any non-performance, error, interruption or delay in the performance of its or their obligations under these Conditions if the same is due, in whole or in part, directly or indirectly to an event or failure which is beyond its or their reasonable control including, without limitation:

(a) flood, lightning, acts of God, exceptional weather conditions, floods, droughts, storms, high winds, typhoons, fire, earthquakes and other natural disasters;
(b) impacts with or by air crafts or aerial objects, terrorism (whether actual or threatened), explosions, wars, warlike operations, hostilities, insurgencies, invasions, epidemics, quarantines, acts of foreign or public enemies, hi-jacking or unlawful seizure or wrongful exercise of control of vehicles, curtailment of transportation facilities, civil commotion, riots, strikes or lock-outs on a city or industrial scale, industrial disputes, industrial actions by workmen, shortage of labour, goods and materials;
(c) judgements, legislation, acts, orders, directives, policies, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any court, governmental, parliamentary and/or regulatory authority imposed or to be imposed after the fact;
(d) power & telecommunication network failures;
(e) circumstances where communications lines and/or computer systems cannot be used for reasons attributable to any telecommunications carriers; and
(f) acts or omissions of any third party.

16. **Indemnity**

The Concession Card Holder hereby undertakes to indemnify and keep LTA, any Authorised Person, TLPL, each of the Operators and Qualified Merchants harmless from and against any and all actions, proceedings, claims, liabilities (including statutory liability), penalties, demands, costs (including without limitation, legal costs on a solicitor and own client basis), awards, damages, losses and/or expenses however arising as may be directly or indirectly suffered or incurred by LTA, any Authorised Person, TLPL, the Operators and/or Qualified Merchants by reason of and/or as a result of any breach or non-compliance by the Concession Card Holder of these Conditions.

17. **Governing Law**
The construction, validity and performance of these Conditions shall be governed by and construed in accordance with the laws of Singapore.