



## **TurboJET WAP Booking System Terms and Conditions**

All booking of tickets using the TurboJET WAP booking system ("System") shall be subject to the following terms and conditions:

### **Ticketing Services:**

- Tickets available for booking using the System shall be limited to the following TurboJET routes - HK-Macau, Macau-Shenzhen and Macau – Shekou routes. TurboJET hereby expressly reserves the right to include or exclude at any time and from time to time and with or without prior notice the availability of tickets for booking for any ferry routes (including but not limited to the abovementioned routes) operated by TurboJET by and through use of the System.
- In no event shall TurboJET be held liable for any damages and/or loss suffered by any person arising from service by or through the System being withdrawn at any time, with or without prior notice, for any ferry routes operated by TurboJET.
- These terms and conditions or any information provided in the System may be subject to change by TurboJET at any time and from time to time with or without prior notice. TurboJET hereby expressly disclaims any liability for any damages and/or loss given rise therefrom to whosoever is/are affected thereby. Nor shall TurboJET be deemed under any circumstances to have guaranteed the accuracy and/or sufficiency of any such information.
- No advance booking of tickets using the System for a duration of more than 90 days counting both the date of booking (being the 1<sup>st</sup> day) and the date of the journey (being the 90<sup>th</sup> day) will be accepted.

### **Booking Process:**

- Subject to provisions if any providing to the contrary in these Terms and Conditions, the System shall be available for use to TurboJET members ("Member") and non-members provided that TurboJET hereby expressly reserves the right not to make available use of the System to any Member and/or non-member whether individually or as a group (and in the latter case whether formed wholly of Member or non-member or as a combination of both) at TurboJET's sole absolute discretion at any time and from time to time without having to give any reasons whatsoever and without being liable to loss and/or damages if any such individual or group shall suffer in consequence therefrom . Any customer desirous of becoming a Member can do so by registration through TurboJET's online booking website.
- Customer on becoming a Member will be notified of the login number and password and the Member could then book ferry ticket via the System. TurboJET hereby expressly disclaim any liability for any damages and/or loss caused to the customer in the course of the customer's registration as a Member (including but not limited to the assigning of the login number and/or password) and any disclosure accidental or otherwise to any party of any personal information relating to a Member's account. All bookings made shall be subject to these terms and conditions.

- For booking confirmation purpose non-members are required to provide TurboJET with the number either of their own mobile telephone or of the mobile telephone with which the booking is made by inputting the same into the System when and as instructed when a booking is made using the System provided that TurboJET shall under no circumstances be held liable if no booking confirmation message is received through the mobile telephone the number of which a non-member has provided to TurboJET whatsoever shall be the cause. For the avoidance of doubt, TurboJET's record that a booking confirmation has been sent via its computer system shall be conclusive evidence that a booking confirmation has been sent.
- All payment of tickets booked via the System shall be made by credit card and/or other means (including without limitation electronic means or form) of payment acceptable to TurboJET. Subject to change without prior notice at any time and from time to time at TurboJET's sole absolute discretion TurboJET may accept payment by Visa, Master or American Express credit cards but TurboJET shall be entitled at its absolute discretion and does hereby expressly reserve the right to reject without having to give any reason whatsoever any specific form means or brand of electronic payment as an acceptable means of payment.
- In the event of any dispute regarding payment, TurboJET's record regarding the transaction concerned shall be final and conclusive.
- In the event of any dispute regarding booking and/or payment, TurboJET hereby reserves the right to withhold release of any and all tickets booked in relation to the transaction concerned pending the outcome of the dispute.

**Ticketing Limitation:**

- Booking of tickets (whether for Member or non-member) at any one day using the System shall be restricted to a maximum of 2 tickets per route.
- Discounted tickets for senior citizens (60 years old or above) and children (below 12 years old) shall not be available for booking via WAP booking system.
- No booking of tickets using the System shall be allowed where the department time of the target sailing shall be less than ONE hour counting from the time when booking is made.
- Transfer or re-sale of tickets booked is strictly prohibited.

**Ticket Confirmation:**

- It shall be the responsibility of the person (whether Member or non-member) making the booking to ensure that all information provided and any selection made (including but not limited to the date and time of travel) for booking purpose using the System are correct before confirming the booking. TurboJET accepts no responsibility for any error appearing on a ticket caused by the person making the booking whether in the course of the booking or otherwise and hereby expressly disclaim any liability for any damages and/or loss any person (including for the avoidance of doubt any person on whose behalf a booking is made via the System) shall suffer in consequence of such error. TurboJET will not entertain any request for refund and/or cancellation of and/or changes to any confirmed bookings.

- A SMS confirmation will be sent to Member (and in the case of a non-member to the mobile telephone on the number provided by the non-member) once booking is confirmed. It shall be the sole responsibility of the person making the booking to enquire with TurboJET if no such confirmation is received. TurboJET accepts no responsibility where the booking concerned shall subsequently prove faulty if the person who made the booking fails to make enquiry where no SMS confirmation is received.
- All bookings made using the System, once confirmed, shall be non-refundable and no request for changes of any information appearing on the ticket or cancellation will be entertained.

**Ticket Collection:**

- Tickets booked shall be collected no later than 30 minutes prior to scheduled departure time.
- There shall be no entitlement to nor shall TurboJET entertain any request for refund or exchange of tickets booked if tickets booked are not collected in accordance with these terms and conditions irrespective of the reasons causing such failure.
- Sufficient time shall be allowed for immigration and custom clearance. TurboJET accepts no responsibility for any consequences of any person's failing so to do including but not limited to such person's inability to board any target sailing. There shall be no entitlement to nor shall any request for refund cancellation or change of sail be entertained under the circumstance.
- Ticket collection outlets: TurboJET ticketing offices and Automatic Ticket Dispensers located at ferry terminals. Ticket collection outlets and/or their respective locations may be subject to change at any time with or without prior notice, under no circumstances shall TurboJET be held liable for any damages and/or loss caused thereby.
- TurboJET does not guarantee that the System and/or any computer system forming part of the System and/or related networks if any will be capable of remaining on-line at any time and at all times. In no event shall TurboJET be held liable for any damages and/or loss suffered in consequence of any Member or non-member being unable to access the System at any time whether due to failure of the System and/or any computer system forming part of the System and/or any related networks or otherwise.
- TurboJET accepts no responsibility and hereby expressly disclaims any liability to all Member and non-member for lost of information (including but without limitation Member's own personal data provided on Member's registration as a member with TurboJET's online booking website and/or information relating to any of Member or non-member's booking) if any and whether in whole or in part howsoever caused after completion of the booking processes using the System. All information provided shall be so provided at the provider's own peril.
- TurboJET hereby expressly disclaim any liability to all Member and non-member ( including without limitation any person entitled to claim for or on behalf of such Member and non-member) and such Member and non-member shall be deemed to have agreed to waive wholly and absolutely all his/her rights to claim against TurboJET for damages and/or loss if any that such Member or non-member shall suffer in consequence of any information provided by the same for whatever purposes being, without prior written consent of such Member or non-member and/or TurboJET, disclosed used applied and/or

posted by any third party not connected to TurboJET on any media (including without limitation the internet) for whatever purposes.

- Any Member or non-member who accesses the System whether for purpose of booking of tickets or otherwise does so at his/her own risk. TurboJET accepts no responsibility and hereby expressly disclaim any liability for any consequence (including but not limited to the possibility of transfer of computer viruses) that may occur to such person's device as a result of the device's linkage with the System and/or related networks.
- ALL CARRIAGE SERVICES PROVIDED BY TURBOJET SHALL BE PROVIDED SUBJECT TO TURBOJET'S TERMS & CONDITIONS OF CARRIAGE APPLICABLE TO THE RELEVANT ROUTE. (Please refer to TurboJET's Terms and Conditions of Carriage for details).

### **Conflict**

- In the event that any of these terms and conditions herein shall conflict with the provisions of any User Guide relating to the use of the System, these terms and conditions shall prevail.

### **Law and Language**

- These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong.
- If at any time any of these terms and conditions shall be or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining terms and conditions shall not be affected thereby.
- 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.
- 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.