

TERMS AND CONDITIONS

Important! The following Terms and Conditions govern the use of the PAssion ez-link Card, participation in the PAssion ez-link Card loyalty programme, the validity of the PAssion ez-link Card, EzRewards Points and any offers associated with the PAssion ez-link Card Programme. Before you use the PAssion ez-link Card, please read the following terms and conditions thoroughly. By signing the PAssion ez-link Card application form and upon receiving, retaining and using the PAssion ez-link Card, you are deemed to have accepted and agreed to be bound by these terms and conditions.

1. DEFINITIONS AND INTERPRETATION

When the following terms are used in this Agreement, they have the meanings set out below:

1.1. "PA" means People's Association, a corporation constituted pursuant to the People's Association Act (Chapter 227).

1.2. "PA Affiliated Organisation" means all Organisations and societies affiliated to the People's Association or in which the People's Association is a majority shareholder, including but not limited to Community Clubs, Community Development Councils and Grassroots Organisations.

1.3. "PAssion ez-link Card" or "Card" means the card issued pursuant to this Agreement and the subsequent renewal or replacement of the card.

1.4. "Service Provider" means a person or body corporate that offers their facilities or services to PAssion ez-link Card holders.

1.5. "Vendor" means a person or body corporate or a PA entity that participates in a PAssion ez-link Card loyalty programme or promotional programme as set out in Clause 3.2 below.

1.6. "We, our, us" refers to the PA.

1.7. "You, your" refers to the person to whom the PAssion ez-link Card or replacement Card is issued.

1.8. Unless the context otherwise requires, words referring to the singular number shall include the plural number and vice versa. We use the headings for ease and reference only. The terms and conditions in this Agreement are not to be interpreted by reference to the headings.

2. PASSION EZ-LINK CARD

Eligibility and Application for PAssion ez-link Card

2.1. You are eligible to apply for a PAssion ez-link Card if you are:

2.1.1. An existing member of the PA;

2.1.2. An existing member of a PA Affiliated Organisation;

2.1.3. A person applying for membership to the PA or a PA Affiliated Organisation;

2.1.4. Any member of a PA committee, board or panel;

2.1.5. A member of staff of the PA; or

2.1.6. Any other person approved by the PA.

2.2. The PAssion ez-link Card is issued, managed and owned by PA (including all corresponding intellectual property rights) and we reserve the right to reject any application without reason.

2.3. In order to include Water-Venture Membership in PAssion ez-link Card membership, the member needs to be at least 12 years old (at the point of membership application).

Issuance of the PAssion ez-link Card

2.4. The PAssion ez-link Card will only be issued to you after you have paid your PA or PA Affiliated Organisation membership fee. We reserve the right to waive this requirement as we deem fit. The Card will be mailed to you within 6-8 weeks upon application. In the event that you have not received your Card after 6-8 weeks, please report this at our hotline number 62255322. The PAssion ez-link Card will have no stored value. For usage as a payment card, the onus is on the member to top up the card prior to using it as a payment Card. We reserve the right to cancel your Card in the event that any membership fees become due and unpaid.

2.5. Although you hold the Card, it remains PA's property. You must return the Card to us immediately upon our request at any time.

Acceptance of Terms and Conditions

2.6. When you receive, retain and use the Card, you are deemed to have accepted and agreed to the terms and conditions in this Agreement and the Terms and Conditions of the Service Providers and Vendors (including but not limited to the terms and conditions pertaining to the use of the ez-link card, which are available for viewing at www.ezlink.com.sg) where applicable.

Card Validity Period

2.7. The Card will be valid according to the following periods:

2.7.1. For the duration of your membership with PA or PA Affiliated Organisations;

2.7.2. For the duration of your appointment to a PA committee, board or panel;

2.7.3. Whilst you are an employee of the PA; or

2.7.4. For such other period as specifically provided by the PA.

2.8. The membership privileges will terminate and any unused EzRewards Points will be forfeited upon the expiry or termination of your membership. The PAssion ez-link Card is not transferable and may not be used by any other person". ("except for Supplementary Members, who are child/ children of Principal Card Member tagged to him/her.)

Renewal of membership

2.9. You may apply to renew your membership with the PA or PA Affiliated Organisation when it expires and any renewal of your membership shall be discretionary and on the terms and conditions prevailing at the time of renewal.

Damaged Card

2.10. You can apply at our office to have your damaged or defective Card replaced. We may charge a fee for replacement of the Card in accordance with Clause 4 below. This fee may be waived at our discretion if the Card is unusable due to manufacturing defects.

3. USES OF THE PASSION EZ-LINK CARD

A Membership Card

3.1. The PAssion ez-link Card is a membership card for members of the PA or PA Affiliated Organisations. The prevailing terms and conditions of membership of the PA or PA Affiliated Organisation shall continue to apply. Where such terms and conditions conflict with the terms and conditions in this Agreement, the latter shall prevail.

3.2 To enjoy discounts and privileges at Community Clubs, merchants and/or other participating outlets, members are required to present their PAssion ez-link Card. Any modification/alternation of card face will not be accepted by Community Clubs, merchants and/or other participating outlets.

Promotional and loyalty programmes

3.3. We may from time to time at our discretion introduce one or more loyalty programmes or promotional programmes on such terms and conditions as may be determined by us from time to time. Details of the loyalty programmes and promotional programmes will be made known to you through our website (www.passioncard.com.sg) and other publicity material. Should you have any queries, please call our Hotline number at 62255322.

3.4. We reserve the right to add, modify, cancel or discontinue any of the loyalty programmes or promotional programmes as we deem fit without prior notice to you.

3.5. We reserve the right to amend the list of Service Providers and/or Vendors from time to time. We will not be liable for any loss to you due to changes to the list of Service Providers and/or Vendors.

4. CHARGES

Card Replacement

4.1. You will be charged a fee of S\$7 (Subject to GST) or such other sum as may be determined by us from time to time for a replacement Card.

Service Charge

4.2. You may be charged a service charge or administrative fee for any service or facility provided by us or any action taken by us in carrying out any of your instructions and/or requests relating to the use of your Card, whether such a service or action is referred to or contemplated in these terms and conditions or otherwise.

5. LOSS/THEFT/DAMAGE/DISCLOSURE

Duty to prevent Loss, Theft, Damage and Fraud

5.1. You must keep the Card safe and secure at all times. If your Card is lost, stolen, damaged or used by any other person, you must report this immediately at our Hotline number 62255322. If the lost or stolen Card is recovered, you must immediately return the Card to us without using it.

5.2. In the event that your Card is lost, stolen, damaged or used by another person, you are not entitled to any refund whatsoever for deductions made from the stored value of the Card. We are not liable for any loss, damage, costs or expenses arising out of or in connection with the loss, theft, damage or fraudulent use of your Card.

5.3. We shall not have an obligation to prevent the use of a lost, stolen, damaged or fraudulently used Card.

5.4. PAssion ez-link Card programme, with regard to the stored value component, are subject to the terms and conditions of the EZ Link Programme. You agree that your use is subject to the terms and conditions as they may be amended from time to time. More information on the EZ Link Programme may be obtained from the website at www.ezlink.com.sgorwww.passioncard.com.sg

6. DISCRETION

Termination

6.1. Notwithstanding and without prejudice to the other provisions of this Agreement, we are entitled at any time in our absolute discretion without liability to you and without giving any reasons, to suspend or terminate your right to use the Card entirely or in respect of certain specified facilities or programmes whether or not you are in default of this Agreement. If we suspend or terminate your right to use the Card entirely, you must immediately return the Card to us.

Re-issue, Renewal or Replacement of the Card

6.2. On your request, we may, at our absolute discretion and upon such terms and conditions as we may impose, change your Card or Card number, issue a replacement Card and transfer all credits and facilities from your original Card to the new Card. Your obligations and liabilities will not be affected by such change of your Card and all terms and conditions applicable to the former Card will continue to apply to the new Card.

6.3. We reserve our right to refuse to re-issue, renew or replace the Card and/or change your Card or Card number at any time without giving any reason or prior notice to you.

7. RELEASE OF INFORMATION RELATING TO YOU

7.1. We may, in the following circumstances and for the following purposes, at any time and without liability to you, whether or not you continue to use the Card, disclose any information relating to you or your Card to any third party as we may deem fit and in our absolute discretion, including, without prejudice to the generality of the foregoing, our servants, agents, correspondents, and/or independent contractors, and any other person to whom we consider it in our interest to make such disclosure:

7.1.1. For the due administration of the PAssion ez-link Card programme as set out in this Agreement;

7.1.2. For the purpose of achieving any of the objectives of the PA; or

7.1.3. When required to do so by law or by any lawful authority.

8. CESSATION OF USE OF CARD

8.1. You shall immediately stop using the Card at the end of the validity period as set out in Clause 2.7 above. You must immediately return the Card to us upon the expiry of the validity period.

9. COMMUNICATION AND SERVICE OF DOCUMENTS

Communication from us

9.1. Any communication, notice or letter to you whether sent by post, hand-delivered, electronic mail or by facsimile to your last known postal address, e-mail address or facsimile number in our records shall be deemed to have been fully delivered to you on the day immediately after the date of posting or on the date of hand-delivery or electronic facsimile transmission notwithstanding that the same may be returned undelivered.

Communication to us

9.2. All communication, requests and instructions from you must be in writing and in accordance with our prescribed procedure prevailing at that time and/or must be hand delivered or sent by registered post to us.

Assumed Consent & Authority

9.3. Notwithstanding the above, we may rely and act on any communication or instructions which we believe originates from you (whether orally or in writing and whether in person or over the telephone or by facsimile or other means of telecommunication and whether genuine or with or without your consent or authority), and any action taken by us in reliance on this shall bind you and we shall not be liable to you for any loss or damage

incurred or suffered by you as a result of such action. We shall not be under any duty to verify the identity of any person communicating purportedly as you or on your behalf.

Effective Date

9.4. Unless otherwise provided in this Agreement, all communication, requests or instructions from you take effect only three (3) working days after receipt of the communication by us.

10. CHANGE OF ADDRESS & MEMBERSHIP STATUS

10.1. You must notify us promptly of any change in membership status, your home and office addresses, email address, employment and contact numbers.

11. EXCLUSION OF LIABILITY

Goods or Services supplied by Service Providers & Vendors

11.1. We are not responsible for the quality of any goods supplied and the performance of any services provided by a Service Provider or Vendor or for the breach of any representations or warranties that a Service Provider or Vendor may make.

11.2. You will resolve any dispute directly with the Service Provider or Vendor. You cannot use a claim, dispute or counterclaim or right of set-off you may have against a Service Provider or Vendor to make a claim against us or refuse to pay us.

Card not accepted by Service Provider or Vendor

11.3. You will not hold us liable in any way and you will have no claim against us if the Card is not accepted or honoured by any Service Provider or Vendor for any reason.

11.4. We are not liable in any way for any injury to your credit, character and reputation if your Card is not accepted or honoured by any Service Provider or Vendor or if we request for its return.

Loss or damage in connection with your Card

11.5. Notwithstanding any other terms or conditions of this Agreement, we are not liable to you for any loss, damage, inconvenience, embarrassment, cost and expense of any nature which in any way may be suffered or incurred by you or by any other person in respect of or in connection with the usage of or inability to use of the Card.

Inability to perform our obligations

11.6. We are not liable if we are unable to perform or there is a delay in performing our obligations under this Agreement as a result of anything we cannot reasonably control. This includes the failure of any machine or communication system, defect or damage of the Card, industrial dispute, war, act of God, or anything outside our control or the control of our servants or agents, including without limitation the loss of all data and records pertaining to any loyalty or promotional programme.

Act or Default of Agents or Contractors

11.7. You agree that we have the absolute discretion to use such agents, contractors or correspondents as we deem fit to carry out or procure any of the matters or transactions governed by or contemplated in this Agreement and we are not liable to you for any act, omission, neglect of wilful default on the part of such agents, contractors and for correspondence.

12. INDEMNITY

Indemnify us for Loss/Damage

12.1. You will fully indemnify us and hold us harmless against any loss, damage, liability, cost and expenses (including legal costs with disbursements on a full indemnity basis) which we may incur or suffer as a result of or in connection with your Card, including without prejudice to the generality of the foregoing '

12.1.1. Your breach of any of your obligations under this Agreement:

12.1.2. The actual or attempted enforcement or protection of any or our rights and remedies against you;

12.1.3. Any change in any law, regulation or official directive which has an effect on the Card; or

12.1.4. Any demand or enforcement of payment of any monies due hereunder or the observance and performance of any terms and conditions in this Agreement.

13. GENERAL (1)

EzRewards Programme

13.1. You agree that your use and enjoyment of the EzRewards Programme offered with the PAssion ez-link Card are subject to the terms and conditions of the EzRewards Programme and that you will abide by those terms and conditions as they may be amended from time to time. More information on the EzRewards Programme may be obtained from the EzRewards website at <http://www.ezrewards.com.sg>

TapForMore Programme

13.2. You agree that your use and enjoyment of the TapForMore Programme offered with the PAssion ez-link Card are subjected to the terms and conditions of the TapForMore Programme and that you will abide by those terms and conditions as they may be amended from time to time. More information of the TapForMore Programme may be obtained from the Dairy Farm Singapore Group (DFSG) website at <http://www.coldstorage.com.sg>

13.2.1. For lost/replacement card, the TapForMore points earned will be transferred to the new replacement card. However, the system requires 48hours for the transfer of points to take effect. Any unauthorised use of the lost/stolen card will be the sole responsibility of the card holder.

National Library Board Premium Membership

13.3. As NLB Premium Member, you are entitled to borrow EIGHT library items inclusive of a maximum of FOUR audio-visual materials from the lending section of the libraries. The loan period for books/music scores is 21 days, while loan period for magazines/audio-visual materials is 14 days. Overdue fines are charged at \$0.15 per book/magazine/CD-ROM with accompanying book per day and \$0.50 per audio-visual item per day. For more information, please login to www.plsg and refer to the Library Guide.

13.4. The expiry date of the NLB Premium Membership will correspond to the expiry date of your PAssion ez-link Card. NLB Premium Membership is only applicable to PAssion ez-link Card Holders who are Singaporeans or Singapore PRs. Supplementary Members (children under 18 years old without card who are tagged to their Parent's Principal PAssion Card) and PAssion Card Members who still hold the old PAssion Card (wavy card), will not be able enjoy this privilege. You will need to sign up or upgrade to the PAssion ez-link Card to enjoy this benefit. Membership fees for renewal apply.

13.5. Please inform NLB's Helpdesk at hotline 6332 3255 (Mon-Sun 8am to 9pm) or email helpdesk@nlb.gov.sg immediately if you lose your PAssion Card to prevent abuse.

13. GENERAL (2)

Change of Agreement

13.6. We may at any time vary, modify, add to or delete the terms and conditions of this Agreement and we will notify you of any such changes in such manner as we may, in our absolute discretion, deem fit. By your retention or continuance of usage of the Card after we have given such notice of change, you will be deemed to have accepted such changes without reservation.

Rights are Cumulative

13.7. The rights and remedies provided in these terms and conditions are cumulative and not exclusive of any other rights or remedies (whether provided by law or otherwise).

No waiver of Our Rights

13.8. No failure on our part to exercise and no delay on our part in exercising any right or remedy under this Agreement will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right or remedy. Any waiver by us of our rights or remedies in respect of any term under these terms and conditions or any breach of these terms and conditions on your part must be in writing and may be given subject to such terms and conditions as we may deem fit and is effective only in the instance and for the purpose for which it is given.

Record is Conclusive and Binding

13.9. Our records (including computer and microfilm stored records) of all matters relating to you, and for your Card are conclusive evidence of such matters and are binding against you for all purposes, save for manifest error, subject to our right to rectify any error or omission therein and our right to adduce other evidence. We may, in our absolute discretion, destroy any document relating to your Card after microfilming of otherwise recording the same in such manner as we deem fit as well as to destroy such microfilm and records at any time.

Provisions are Severable

13.10. Each of these terms and conditions is severable and distinct from one another and if at any time anyone or more of these terms and conditions or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not thereby be affected or impaired in any way.

Rights of Third Parties

13.11. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (CAP 53B) to enforce any term of this Agreement.

Rights to Amend

13.12. PA reserves the right to amend and add further terms and conditions and such amended or additional terms and conditions shall be binding upon notice being given to you.

Governing Law

13.13. This Agreement is governed by Singapore Law and you hereby submit irrevocably to the non-exclusive jurisdiction of the Singapore Courts.