

TurboJET Online Booking System Terms and Conditions

All booking of tickets using the TurboJET online booking system at www.turbojetbooking.com ("System") shall be subject to the following terms and conditions:

1. Ticketing Services:

- 1.1 Ticket for all ferry routes operated by TurboJET shall be available for booking through the System.
- 1.2 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 booking of tickets for any ferry routes operated by TurboJET using the System.
- 1.3 In no event shall TurboJET be held liable for any damages and/or loss suffered by any person arising from service or use of the System being withdrawn at any time, with or without prior notice, for any ferry routes operated by TurboJET.
- 1.4 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 whomsoever is/are affected thereby. Nor shall TurboJET be deemed under any circumstances to have guaranteed the accuracy and/or sufficiency of any such information.
- 1.5 No advance booking of tickets using the System for a duration of more than 45 days (60 days for Airport Routes) counting both the date of booking (being the 1st day) and the date of the journey (being the 45th day) will be accepted.
- 1.6 A non-refundable handling charge of HK\$10 shall be payable for every ticket booked online. For the avoidance of doubt, handling charge shall be payable on the basis of the number of tickets booked and not on the number of transactions performed for booking, that is, where during any one online booking transaction performed more than one ticket is booked the handling charge payable shall then be calculated not by the number of transaction but by the number of tickets booked during that transaction multiplied by \$10. Booking of a round trip ticket shall be treated as booking of two tickets.

2. Booking Process:

- 2.1 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.
- 2.2 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 of Member's personal information in the process).
- 2.3 For booking confirmation purpose non-members are required to provide TurboJET with an email

address for non-members to receive booking confirmation 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 email address 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.

2.4 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 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. Where payment for booking have been made by credit card, Member or non-member shall, on collection of the tickets booked, present to TurboJET his/her own valid identity document together with the credit card used when making the booking. Where collection is made by a representative of a Member or non-member, the Member or non-member making the booking shall fill in and sign the authorization document provided by TurboJET and his/her authorized representative must, on collection of the tickets booked, present TurboJET with all of the following documents:

- (a). the authorization document duly signed by Member or non-member who made the booking;
- (b). copy of valid identity document of Member or non-member who made the booking;
- (c). authorized representative's own valid identity document; and
- (d). copy of the credit card used when making the booking.

TurboJET hereby reserve the right, on a claim for collection of any tickets booked online, to refuse to issue such tickets where the aforesaid requirements for collection (whether applicable to Member or non-member or their authorized representatives) have not been fully complied with without having to be liable to any person (including without limitation any Member or non-member or their duly authorized representatives) for damage if any suffered as a result therefrom.

2.5 In the event of any dispute regarding payment, TurboJET's record regarding the transaction concerned shall be final and conclusive.

2.6 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.

2.7 All personal data collected will be handled in due accordance with TurboJET's Personal Data Privacy Policy. (Please see TurboJET's Personal Data Privacy Policy for details).

3. Ticketing Limitation:

3.1 For booking of tickets comprising of the following factors: (i) booking made within any one day (irrespective of the number of attempts) using the System; (ii) the same credit card is used for payment; and (iii) where the journey for every ticket so booked had the same embarkation and disembarkation terminals, such booking(s) shall then be subject to the following restriction, namely, that the maximum number of tickets booked (whether as one transaction or as separate transactions) shall be no more than 6 tickets irrespective of the sailing date and sailing time of the said tickets.

3.2 For airport routes, no booking of tickets using the System shall be allowed where the departure time of the target sailing shall be less than FOUR hours counting from the time of booking. For other TurboJET routes, no booking of tickets using the System shall be allowed where the departure time of the target sailing shall be less than 30 minutes counting from the time of booking.

3.3 Save where expressly provided otherwise by TurboJET's Terms and Conditions of Carriage for any specific routes concerned, children over the age of one year must travel with a valid ticket at full fare.

3.4 Special ticket fares may, subject to TurboJET's absolute discretion as to routes to which such fares

shall be applicable, be made available to the applicable routes for senior citizens (age 65 or above) and children below 12 years of age. TurboJET hereby expressly reserves the right to grant or withdraw (and to determine at its sole absolute discretion the extent of granting) such privilege to any route(s) and/or any specific class or classes of passengers (Member or otherwise) at any time with or without prior notice. Where such privilege shall be available and is claimed through online booking, it shall be the sole responsibility of the person claiming such privilege (or where any person is claiming the privilege on behalf of another), at the time of boarding or at any other time as shall be decided by TurboJET, to prove to TurboJET's satisfaction that that person (or such person on whose behalf the privilege is claimed) shall be so entitled and where necessary by producing documentation support in respect of the claim. By claiming the entitlement any person making the booking using the System shall be deemed to have consented (for himself and also for any other persons on whose behalf the privilege is claimed) to the abovementioned requirements. TurboJET hereby reserves the right to refuse boarding to any passenger holding a special fare ticket but either without entitlement or is unable to prove entitlement to the same.

3.5 Transfer or re-sale of tickets booked is strictly prohibited.

4. Ticket Confirmation:

4.1 Both Member and non-member shall note TurboJET's passenger reminder available at www.turbojet.com.hk ("Passenger Reminder"). Both Member and non-member shall comply with the requirements of the Passenger Reminder in relation to any ferry services provided by TurboJET and shall be fully responsible for all consequences of his/her failure to do so. TurboJET accepts no responsibility for the consequences of Member and/or non-member's failure to comply with the Passenger Reminder including but not limited to Member and/or non-member's inability to board any target flight or sailing and hereby expressly disclaims any liability for any damages and/or loss given rise therefrom to Member and/or non-member. Member and/or non-member shall not be entitled to nor shall any request for refund cancellation or change of sail be entertained under the circumstance.

4.2 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 is 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, on the claim of error committed by a Member or non-member, entertain any request for refund and/or cancellation of and/or changes to any confirmed bookings.

4.3 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.

5. Ticket Collection:

5.1 For the airport routes, that is, air to sea traveling model of arriving Hong Kong by flights for transit departure from Hong Kong by sea transportation from the Hong Kong International Airport and requiring checked-in procedure for baggage, ticket booked shall be collected not less than 60 minutes prior to scheduled departure time. For all other cases ticket booked shall be collected not less than 30 minutes prior to scheduled departure time. The above prescribed ticket collection time 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 cause thereby to any person.

5.2 There shall be no entitlement to nor shall TurboJET entertain any request for refund or for the issuance of a replacement ticket valid for a subsequent sailing if ticket booked are not collected in accordance with these terms and conditions irrespective of the reasons causing such failure.

5.3 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.

- 5.4 Ticket collection outlets: TurboJET ticketing offices and Self-service Ticketing Kiosks 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. Member and non-member should note clause 2.4 regarding collection requirements for tickets booked and paid by credit card.
- 5.5 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.
- 5.6 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 or non-member's own personal data and/or information relating to any of Member or non-member's booking) if any whether in whole or in part and whether in the course of such information being provided (on registration as a member or on booking) or after completion of the processes using the System, howsoever caused. All information provided shall be so provided at the provider's own peril.
- 5.7 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.
- 5.8 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 disclaims 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.
- 5.9 All carriage services provided by TurboJET shall be provided subject to TurboJET's terms and conditions of carriage applicable to the relevant route. (Please refer to TurboJET's Terms and Conditions of Carriage for details).

6. Conflict

- 6.1 In the event that any of these terms and conditions shall conflict with any of the provisions of the Passenger Reminder, the provisions of the Passenger Reminder shall prevail.

7. Law and Language

- 7.1 These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong.
- 7.2 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.
- 7.3 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.
- 7.4 In the event of any discrepancy between this document and any version of this document that has been translated into other languages, this English language version shall prevail.