

BC Ferries Experience™ Card
Terms and Conditions – effective November 1, 2011

British Columbia Ferry Services Inc.
(“BC Ferries” or “We”)
BC Ferries Experience™ Card

Terms of Use and Agreement

IMPORTANT -- PLEASE READ: This BC Ferries Experience™ Card Terms of Use and Agreement (“Agreement”) outlines the terms and conditions that apply to your use of your BC Ferries Experience™ Card.

Note: For terms and conditions pertaining to Assured Loading Tickets (“ALTs”) loaded onto Experience™ Cards (or Coast Cards) issued prior to November 1, 2011, please refer to BC Ferries Experience™ Card and Coast Card Terms and Conditions.

By using the BC Ferries Experience™ Card, you agree to the terms of this Agreement.

A. RULES AND RESTRICTIONS WITH RESPECT TO STORED VALUE (also referred to as “dollars” or “money”)

1. BC Ferries Experience™ Card users may load money onto their BC Ferries Experience™ Card online at www.bcferries.com, by phone via the BC Ferries Customer Service Centre or in person at participating BC Ferries Terminal Administration Offices and Ticket Booths.
2. BC Ferries reserves the right to limit the amount of money loaded to a BC Ferries Experience™ Card. The maximum amount of Stored Value which may be loaded is \$3,000. Required minimum amounts of Stored Value are subject to change from time to time and may be obtained at www.bcferries.com, in person at any participating BC Ferries Terminal Administration Office, or by calling BC Ferries' Customer Service Centre at 1 888 BC FERRY (1 888 223 3779).
3. Stored Value must be treated like cash.
4. Stored Value may only be used as payment toward the cost of carriage.
5. Stored Value is non-refundable.
6. Stored Value is not for resale.
7. BC Ferries Experience™ cardholders must have their card in their possession and visible at time of payment. It is not possible to use Stored Value if a cardholder does not have their BC Ferries Experience™ Card present.
8. BC Ferries Experience™ cardholders can elect to receive access to reduced fares on participating routes by choosing to load minimum amounts of Stored Value:
 - (a) to receive access to Passenger-Only reduced fares on participating routes; and/or

- (b) to receive access to Vehicle and Passenger reduced fares on participating routes.

Participating routes and minimum levels of Stored Value required for entitlement to reduced fares are subject to change from time to time and may be obtained at www.bcferries.com, in person at any participating BC Ferries Terminal Administration Office, or by calling BC Ferries' Customer Service Centre at 1 888 BC FERRY (1 888 223 3779).

- 9. Once minimum amounts of Stored Value have been loaded in accordance with section 8, to receive the reduced fare on participating routes, BC Ferries Experience™ cardholders must have a card balance that is at least equal to the total amount of the reduced fare. It is not possible to receive the reduced fare if a card balance is less than the total amount of the reduced fare.
- 10. Stored Value can be transferred between cards as follows:
 - (a) Cards can be identified as primary or secondary on an account. Secondary cards must be connected to a primary card. Stored Value can be transferred or shared between primary and secondary cards. See "*Transfers and Pooling Between Cards*" below.
 - (b) Primary cardholders must elect to receive access to reduced fares for either Passenger-only or Vehicle and Passenger fares. Secondary cards will receive the access to reduced fares as selected for the primary card. Access to reduced fares must always be the same between primary and secondary cards.

B. BC FERRIES EXPERIENCE™ CARD GENERAL TERMS

- 1. Any travel associated with the use of the BC Ferries Experience™ Card is subject to BC Ferries' Conditions of Carriage, available at www.bcferries.com or at any Terminal Administration Office.
- 2. The BC Ferries Experience™ Card is issued to you by BC Ferries. Cards are non-transferable and the Stored Value is only redeemable by the registered cardholder for BC Ferries services at participating BC Ferries locations. Your BC Ferries Experience™ Card is reusable and has no value until it is loaded with Stored Value.
- 3. No credit card, credit line or overdraft protection is associated with a BC Ferries Experience™ Card. Unless otherwise required by law or permitted by this Agreement, any amount on your BC Ferries Experience™ Card is non-refundable. No interest, dividends, or any other earnings on funds deposited to a BC Ferries Experience™ Card will accrue or be paid or credited to you by BC Ferries.
- 4. BC Ferries reserves the right to not accept any BC Ferries Experience™ Card or otherwise limit use of a BC Ferries Experience™ Card if it reasonably believes that the use is unauthorized, fraudulent or otherwise unlawful.
- 5. All amounts loaded onto your BC Ferries Experience™ Card are held and denominated in Canadian Dollars.

6. **Registration.**

- (a) Card registration is optional. BC Ferries Experience™ Cardholders may register their BC Ferries Experience™ Card by visiting www.bcferreries.com, in-person at any BC Ferries Terminal Administration Office or by calling our Customer Service Centre at 1 888 BC FERRY (1 888 223 3779).
- (b) Registering your BC Ferries Experience™ Card or updating your account profile information requires that you provide personal information including name, address, phone number, email and password.
- (c) By registering your BC Ferries Experience™ Card, you will receive:
 - (i) **Access to your account on-line.** With your email and password (provided at time of registration) you may access your BC Ferries Experience™ Card profile and usage information by visiting www.bcferreries.com. Information available to registered cardholders includes balance summary, transaction details for up to 36 months and the ability to review and update profile information.
 - (ii) **Loss protection.** Cardholders whose BC Ferries Experience™ Card is registered may report their card lost or stolen by calling our Customer Service Centre at 1 888 BC FERRY (1 888 223 3779), or in-person at the participating Terminal Administration Office. The card balance will be frozen as of the time of the report and the card will be cancelled, rendering it unusable. The remaining balance may then be transferred to a new BC Ferries Experience™ Card. To transfer your balance, call the BC Ferries Customer Service Centre at 1 888 BC FERRY (1 888 223 3779) or go in-person to any participating BC Ferries Terminal Administration Building. Customers may be required to answer a series of questions or present picture ID to confirm their identity. Your replacement card can be registered on your existing customer profile for continued loss protection.
 - (iii) **Setup Auto-Load.** Registered cardholders may configure the ability to have a dollar amount automatically loaded for use on their BC Ferries Experience™ Card when a dollar amount reaches a level provided. Minimum dollar amounts apply to automatic purchase of Stored Value. Such minimum amounts are subject to change from time to time and details thereof may be obtained at www.bcferreries.com, in person at any participating BC Ferries Terminal Administration Office or by calling our Customer Service Centre at 1 888 BC FERRY (1 888 223 3779). You will be required to provide credit card information to use this feature. A receipt with transaction details will be emailed to you at the email address provided on your profile. You may cancel this feature at anytime by accessing your account at www.bcferreries.com or by visiting any participating Terminal Administration Office.
 - (iv) **Transfers and Pooling Between Cards.** When adding secondary cards to their account, registered primary cardholders may configure connected secondary cards to operate with either Pooling or Transfer functionality. These terms are defined as follows:

- (1) **Pooling:** Selecting the Pooling section allows a secondary cardholder to share the primary card's balance. The Pooling setting does not allow a secondary card to carry its own balance.
- (2) **Transfer:** Selecting the Transfer setting gives the primary cardholder the ability to transfer money to the selected secondary card. The transfer setting allows a secondary card to carry its own balance.

7. **Liability for Unauthorized Transactions.**

Because your BC Ferries Experience™ Card are used like cash, you are responsible for all transactions associated with your BC Ferries Experience™ Card, including unauthorized transactions.

8. **Account Information.**

- (a) **Travel and Transaction History Reports:** Registered BC Ferries Experience™ Card users will have access to travel and transaction history reports showing all travel and transactions that have taken place on the card for up to 36 months.
- (b) **Online (Internet) access:** Only registered cardholders may access their account online. See Registration section above.
- (c) **Phone access:** Cardholders may obtain their card balance information by calling our Customer Service Centre at 1 888 BC FERRY (1 888 223 3779) and using the Automated Voice Response system or by speaking with a Customer Service Representative. You will be required to provide your BC Ferries Experience™ Card number and Card Verification Number found on the back of your card.
- (d) **In Person:** Cardholders may receive account balance information and transaction details in-person at participating BC Ferries ticket booths and Terminal Administration Offices.
- (e) **Point of Sale Usage Report:** Whenever you use your BC Ferries Experience™ Card at Point of Sale, you will be provided a "BC Ferries Experience™ Card Usage Report" with your receipt. This report will list the Stored Value balances currently on your card.

9. **Privacy Statement.**

For information concerning how we collect, use, and disclose personal information, please refer to our privacy statement at http://www.bcferrries.com/privacy_statement.html.

Additionally, BC Ferries may analyze aggregated, non-identifiable customer information collected from registered BC Ferries Experience™ Card customers for the purposes of developing or enhancing products and services that meet the needs of our customers.

10. Changes to This Agreement.

We may amend the terms of this Agreement at any time, including any rights or obligations you or we may have. We will post the terms of the modified agreement on our website at www.bcferrries.com. As permitted by applicable law, any change, addition or deletion will become effective at the time we post the revised agreement to our website or as otherwise stated in our notice to you. Unless we state otherwise, the change, addition or deletion will apply to your future and existing BC Ferries Experience™ Cards. You are deemed to accept the changes, additions or deletions if (1) you do not notify us to the contrary in writing within twenty (20) days of the date of our posting thereof or such other time specified with such posting, or (2) you use your BC Ferries Experience™ Card during or after such notice period. If you do not accept the changes, additions or deletions, your BC Ferries Experience™ Card will be cancelled and any amounts remaining on your BC Ferries Experience™ Card will be refunded to you.

11. Cancellation of This Agreement.

We may suspend or terminate this Agreement and revoke or limit any or all of the rights and privileges granted to you at any time without notice or liability. Termination may result from fraudulent or unauthorized use of the BC Ferries Experience™ Card. If we terminate this Agreement without cause, we will refund an amount equal to the balance held in your BC Ferries Experience™ Card account less any amounts that you may owe us. In the event that this Agreement is terminated, this Part shall survive in accordance with its terms.

12. Errors, Corrections, Omissions.

We reserve the right to correct the balance of your BC Ferries Experience™ Card account if we believe that a clerical or accounting error occurred. If you have questions regarding your transaction history, or if you dispute any transaction or correction that has been assessed against your BC Ferries Experience™ Card, please call our customer service department at 1 888 223 3779. We will conduct an investigation and communicate the results and correct any error that we verify as soon as we finish the investigation. If no error is found, we will communicate an explanation. We will have no liability for any error unless you contact us within sixty (60) days of the date of the transaction in question. We recommend that you monitor your transactions and account balances closely.

13. Governing Law – British Columbia.

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein notwithstanding any conflict of law rules.

14. Dispute resolution.

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of this Agreement.

- (a) **Binding Arbitration:** This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of our relationship. Any dispute or claim made by you against us (or against any of our affiliated companies) arising out of or relating to this Agreement or your use of the BC Ferries Experience™ Card will be resolved by binding arbitration except that (a) you may take claims to small claims court if they qualify for hearing by such a court, or (b) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us. However, even for those claims that may be taken to court, you and we both waive any claims for punitive damages and any right to pursue claims on a class or representative basis.
- (b) **Arbitration Procedures:** You must first present any claim or dispute to us by contacting our Customer Service Centre to allow us an opportunity to resolve the dispute. You may request arbitration if your claim or dispute cannot be resolved within 120 days. The arbitration of any dispute or claim shall be conducted in accordance with the *Commercial Arbitration Act* (BC) as modified by this Agreement. Unless you and we agree otherwise, any arbitration will take place in Vancouver, British Columbia, and will be conducted in the English language. An arbitrator may not award relief in excess of or contrary to what this Agreement provides, order consolidation or arbitration on a class wide or representative basis, or award punitive damages or any other damages aside from the prevailing party's actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.
- (c) **Costs of Arbitration:** All administrative fees and expenses of arbitration will be divided equally between you and us. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.
- (d) **Waiver of Punitive Damage Claims and Class Actions:** By this Agreement, both you and we are waiving certain rights to litigate disputes in court. If for any reason this arbitration clause is deemed inapplicable or invalid, you and we both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity.

15. **Disclaimers and Limits of Liability.**

BC FERRIES AND ITS AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE BC FERRIES EXPERIENCE™ CARD, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. BC FERRIES DOES NOT

REPRESENT OR WARRANT THAT YOUR BC FERRIES EXPERIENCE™ CARD WILL ALWAYS BE ACCESSIBLE OR ACCEPTED.

IN THE EVENT THAT BC FERRIES OR ITS AFFILIATES ARE FOUND LIABLE TO YOU, YOU SHALL ONLY BE ENTITLED TO RECOVER ACTUAL AND DIRECT DAMAGES AND SUCH DAMAGES SHALL NOT EXCEED THE LAST BALANCE HELD ON YOUR BC FERRIES EXPERIENCE™ CARD. BC FERRIES AND ITS AFFILIATES SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE OR USE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, EVEN IF WE OR OUR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL BC FERRIES OR ITS AFFILIATES HAVE ANY LIABILITY FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF A BC FERRIES EXPERIENCE™ CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY, OR AS A RESULT OF ANY DELAY OR MISTAKE RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL.

The laws of certain provinces or other jurisdictions may not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have rights in addition to those contained in this Agreement. In such jurisdiction, our liability is limited to the greatest extent permitted by law.

16. **Assignment.**

We may assign all or part of this Agreement without such assignment being considered a change to the Agreement, and without notice to you. We will then be released from all liability. The assignee shall have the same rights and obligations as BC Ferries and shall agree in writing to be bound by the terms and conditions of this Agreement.

17. **Entire Agreement; Construction.**

This Agreement is the complete and exclusive statement of agreement between you and British Columbia Ferry Services Inc., and supersedes and merges all prior proposals and all other agreements. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

18. **Inquiries or Questions.**

If you have any questions regarding this Agreement or your BC Ferries Experience™ Card, please visit our website at www.bcferries.com or call us at 1 888 BC FERRY (1 888 223 3779).