

TERMS & CONDITIONS GOVERNING THE NTUC FOODFARE PRE-PAID FUNCTION OF ACCEPTED PLUS! CARDS

1. DEFINITIONS

1.1. The following terms are defined as follows:

“Cards”	All cards under the Plus! Programme excluding NTUC Plus!/Plus! OCBC VISA payment cards that have the pre-paid value facility for payment of Foodfare products at all Participating Foodfare outlets.
“Top Up Kiosk”	Standalone kiosk responsible for top-up of the cards and provision of other services may from time to time, be determined by NTUC Foodfare at its sole discretion.
“Outlets”	Place of business owned and/or leased or operated by NTUC Foodfare, its respective employees, officers, licensees, agents and/or any party from time to time appointed by NTUC Foodfare to operate business at any of NTUC Foodfare’s registered places of business and equipped with the payment systems.
“Participating Foodfare Outlets”	Foodfare outlets where payment or transaction of products can be made with the cards.
“Payment System”	The computerised system operated by NTUC Foodfare Co-operative Ltd whereby, inter alia, payment for or transaction of products may be effected by the User using the cards.
“Products”	Food, drinks, food stuff, edible products or any service from time to time made available at any Participating Foodfare outlets.
“Pre-paid Value”	The monetary value pre-paid for and stored in the card or the residual value remaining therein from time to time, which may be used by the User for the payment for or transaction of the card products.

“User”

Any person using the card to effect transactions for products at any Participating Foodfare outlet (excluding persons who are appointed or authorized to sell the cards, effect top-ups or refunds, or replace the cards.

- 1.2. Words importing the singular include the plural and vice-versa, and words importing a gender include every gender. References herein to Clauses shall mean the clauses of these terms and conditions.

By using the pre-paid function of the cards, the user is deemed to have agreed to the terms & conditions of the card and its use as stipulated by NTUC Foodfare Co-operative Ltd (hereinafter referred to as “NTUC Foodfare”) as follows:

2. PRE-PAID CARD TRANSACTION & USE

- 2.1. The Pre-paid Value shall be used as a means of payment or transaction of products at all Participating Foodfare Outlets. During such payment or transaction, the Pre-paid Value shall be reduced by the payment or transaction amount. The Pre-paid Value shall also be reduced by deductions made hereunder.
- 2.2. In Participating Foodfare Outlets, payment can be made either by using the Pre-paid Value or in cash, but not a combination of both, for any single purchase transaction.
- 2.3. The Pre-paid Value can be topped up in cash denominations of \$2, \$5, \$10 and \$50, and/or existing LinkPoints at any Top Up Kiosk at Participating Foodfare Outlets. For top up using LinkPoints, user’s existing LinkPoints will be converted to cash value of the nearest \$0.10.
- 2.4. Users are able to earn LinkPoints base on their total top-up amount.
- 2.5. The LinkPoints Award Programme for Foodfare Pre-paid Value Top Up is a collaboration between NTUC Foodfare, NTUC Link & NTUC. NTUC Link shall not be responsible for the management of funds (the pre-paid amount). All disputes, including but not limited to technical system errors, on the monetary value of the Plus! cards shall be between the cardholder and NTUC Foodfare.
- 2.6. Notwithstanding the aforesaid, NTUC Foodfare may reject the use of any top-up card by a User for effecting payment for or transaction of products if:
 - 2.6.1. The card is reasonably suspected to have been fraudulently issued, stolen or tampered with.
 - 2.6.2. the Pre-paid Value of the top-up card is insufficient or has been exhausted; or
 - 2.6.3. there is any breakdown in the Payment System part thereof which disables or prevents NTUC Foodfare from accepting or processing the card as a means of effecting payment or transaction and shall not be liable for any suffered. If any, by the user as a result thereof unless such loss is the direct consequence of the negligent and willful default of any NTUC Foodfare employees, in which event,

the maximum liability of Foodfare if any shall not exceed the aggregate sum of \$10 (Singapore dollars ten only) in respect of any one event or connected events regardless of the number of occurrences.

- 2.7. NTUC Foodfare shall not be liable for any defects in the Products or for any other disputes concerning the said products or services.
- 2.8. NTUC Foodfare shall from time to time introduce promotions, discounts and other offers to the User, all of which will be at its sole discretion.
- 2.9. There will be strictly no refunds of the Pre-paid Value.
- 2.10. The Pre-paid Value topped up in a calendar year will expire on the 31 December of the following year.

3. PURCHASE OF NEW PLUS! CARDS AT FOODFARE

- 3.1. You can purchase a Plus! card by paying a one-time membership fee of \$10 at any Participating Foodfare outlet drinks stall.
- 3.2. To start redeeming your LinkPoints, you have to register by completing the registration form and mail it back to NTUC Link, or drop it in the collection box that can be found at all Participating Foodfare outlets. You can also register online at www.plus.com.sg. Your Plus! card will be activated for redemption within 14 working days upon successful registration.
- 3.3. The abovementioned conditions do not apply to NTUC Union Membership sign-ups. To sign-up for NTUC Union Membership, visit www.ntuc.org.sg/membership.

4. CARE & USE OF THE CARD, LOSS OR THEFT

- 4.1. The User shall:
 - 4.1.1. not tamper or allow anyone to tamper with the Pre-paid Value.
 - 4.1.2. not permit the Pre-paid Value to be used in any unauthorized manner
 - 4.1.3. not use or attempt to use the Pre-paid Value through any electronic terminal that is malfunctioning or has broken down.
 - 4.1.4. report any lost / stolen of membership card to the respective Card Issuer to suspend the card immediately. E.g. When someone picks up a lost Plus! Card, they can utilize the Pre-paid amount in the card if the member did not call in to report about his/her missing card.
- 4.2. NTUC Foodfare, NTUC Link & NTUC shall not be responsible or liable for any damages or claims for the occurrence of any of the events mentioned in clause 3.1 and it is the sole responsibility of the User to ensure that such occurrences do not take place.
- 4.3. Pre-paid Value is tagged to Plus! members' NRICs. In the event if a Plus! member is holding multiple cards of the Plus! Programme, the available balance in the Pre-paid Value can be accepted for any purchase at Participating Foodfare Outlets via any cards registered

- 5.2. Notwithstanding anything to the contrary contained herein the maximum liability of NTUC Foodfare to the User Terms and Conditions and at law, if any, shall not exceed in aggregate the sum of S\$10 (Singapore dollars ten only) per the Pre-paid Value in the User's card as at the date the User's claim arises, whichever is the lesser.

6. VARIATIONS

- 6.1. In purchasing or using the Pre-paid card, the User is deemed to have consented to NTUC Foodfare's Terms and Conditions and any variations thereto that NTUC Foodfare may from time to time implement.
- 6.2. NTUC Foodfare reserves the right to add to, delete from, vary or otherwise amend all or any of these Terms and Conditions at any time by publication thereof at appropriate locations at any Participating Foodfare Outlets and / or Top Up Kiosks or such other premises as maybe determined by NTUC Foodfare. The User's continued use of the card after the date of such notification shall be deemed to be the User's acceptance of such revised Terms and Conditions.

7. GOVERNING LAW

- 7.1. These Terms & Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 7.2. These Terms and Conditions may be translated in to other languages but in the event of any inconsistency or uncertainty arising therefrom this English version shall prevail over any other version.

8. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT (CAP.53B)

A person who is not party to these Terms and Conditions has no right under the contracts (Rights of Third Parties) Act (Cap.53B) to enforce any term of these Terms and Conditions.