

## **KMB Monthly Pass (30-Day Validity)**

**Price: \$780**

### Terms and Conditions

#### Part A

1. By purchasing the KMB Monthly Pass (30-Day Validity) ("**Monthly Pass**") of The Kowloon Motor Bus Co. (1933) Ltd. ("**KMB**"), the passenger ("**Monthly Pass Holder**") agrees and accepts to abide by these Terms and Conditions of KMB Monthly Pass ("**Terms and Conditions**").
2. A passenger can purchase the Monthly Pass at the Monthly Pass self-service kiosks located at places designated by KMB and in App1933, the smartphone app of KMB ("**App1933**"). The passenger shall purchase the Monthly Pass with a valid Octopus card or Octopus product (a) for Adult or (b) encoded with Student Status which is loaded with sufficient value ("**Octopus Product**"). The Monthly Pass cannot be purchased with a (i) First Generation Octopus; (ii) Child Octopus, Elder Octopus and Octopus encoded with Persons with Disabilities Status (including JoyYou card which is eligible to enjoy the Government \$2 Scheme); and (iii) Octopus entitling the holders to travel on buses free of charge (subject to the latest announcement made by KMB from time to time). The Monthly Pass is sold at a uniform price, which is the same for purchase using Octopus Product for Adult or encoded with Student Status.
3. When a passenger purchases the Monthly Pass, the price of the Monthly Pass will be deducted from the remaining value of the Octopus Product and the Monthly Pass will be encoded on such Octopus Product. After purchasing the Monthly Pass, the self-service kiosk or App1933 will show that the transaction is completed and a transaction number will be shown. The passenger shall record such transaction number and quote the same when liaising with Octopus Cards Limited for follow-up whenever necessary.
4. At the time of purchase of the Monthly Pass, the passenger shall select the commencement date of the validity period of the Monthly Pass, which can be any day from the date of purchase and its subsequent 7 days. The passenger is bound by the selected commencement date of the validity period of the Monthly Pass, which cannot be changed after purchase.
5. The validity of the Monthly Pass commences from 04:45:00 (HKT) on the commencement date of the validity period selected by the passenger or the time of purchase (whichever is the later) and ends by 04:44:59 (HKT) on the 31st day. A Monthly Pass Holder shall use the Monthly Pass within its period of validity. The Monthly Pass cannot be used earlier than the commencement or after expiry of its period of validity. All time references used in the Terms and Conditions shall be solely based on the time records of the Octopus processors on buses of KMB and Long Wing Bus Company Limited ("**LWB**").
6. The Monthly Pass Holder can extend the expiry of the period of validity of the Monthly Pass for another 30 days by purchasing another Monthly Pass within the period of validity of the first Monthly Pass. Notwithstanding the foregoing, the selection of commencement date provided under Clause 4 above will not be available for extension of any validity period of Monthly Pass.
7. A Monthly Pass Holder can check the period of validity of the Monthly at the Monthly Pass self-service kiosks or in App1933.

8. A Monthly Pass Holder shall keep his Octopus Product encoded with the Monthly Pass properly. If a Monthly Pass malfunctions and cannot be used within its period of validity, the Monthly Pass Holder shall liaise with Octopus Cards Limited for follow-up. Under any circumstances, if a Monthly Pass Holder cannot use the Monthly Pass due to malfunction of the Monthly Pass, failure of the Octopus system or any other computer, network, telephone or technical issues, KMB shall not be liable for any of his losses (if any).
9. Upon purchase, a Monthly Pass is not refundable, replaceable nor transferrable to another Octopus Product (including any unused part of an activated or to-be-activated Monthly Pass). If a Monthly Pass Holder fails to ride on any applicable bus(es) within the period of validity of the Monthly Pass for any reason, no refund will be made for the money spent on purchasing the Monthly Pass .
10. No replacement nor refund will be made for loss of the Octopus Product encoded with a Monthly Pass.
11. A Monthly Pass shall only be used by one single Monthly Pass Holder and shall not be shared with other passengers.
12. A Monthly Pass Holder shall not sell, transfer, let, lend nor hire his Monthly Pass . If a Monthly Pass Holder allows any other person to use his Monthly Pass, both the Monthly Pass Holder and the impersonator may be sued.

#### Part B

13. A Monthly Pass Holder boarding a bus route operated by KMB or LWB shall place the Octopus Product encoded with a Monthly Pass over the Octopus processor on the bus in order to ride on the applicable bus routes or enjoy any interchange discount (if applicable). A Monthly Pass Holder shall be entitled to use the Monthly Pass to travel on applicable KMB bus routes and designated LWB bus routes for up to the specified number of trips each day (i.e. from 04:45:00 (HKT) of that day to 04:44:59 (HKT) of the next day) within the period of validity of the Monthly Pass. For the avoidance of doubt, applicable KMB bus routes include all day-time KMB bus routes, overnight bus routes, jointly operated bus routes (e.g. cross-harbour bus routes) operated by KMB and raceday racecourse bus routes; whilst LWB bus routes refers to E-, N-, S-, R- and X- routes operated by LWB. Jointly operated bus routes not operated by KMB or LWB as well as other specific KMB and LWB bus routes are not covered\* (Routes covered by the Monthly Pass are subject to change based on the latest announcement made by KMB from time to time).
14. KMB Monthly Pass holder can enjoy 73% off on bus fare when taking LWB A and NA routes ("**Upgraded Journey**"). KMB Monthly Pass holder with the Monthly Pass purchased with valid "Airport Staff Personalized Octopus Card" is entitled to travel on LWB A43, A43P and NA Routes at a discounted fare, which would be the difference between Airport Staff Fare Concession and the fare of the Upgraded Journey.
15. The daily limit for using the Monthly Pass to travel on applicable KMB bus routes and designated LWB bus routes (except route B1) is 10 trips per day, while the limit for using the Monthly Pass to travel on route B1 is 2 trips per day. The trips of Upgraded Journey will not be counted into the daily limit of the KMB Monthly Pass.

16. If the number of trips taken by a Monthly Pass Holder using the Monthly Pass exceeds the daily limit, the relevant bus fare(s) for the trip will be deducted from the remaining balance of the Octopus Product without further notice.
17. A Monthly Pass does not confer the Monthly Pass Holder with any priority for boarding buses or entitlement to other special service.
18. The scheduled bus frequency may be adjusted subject to traffic conditions without further notice.
19. KMB reserves the right, at any time and from time to time, without prior notice, to amend or supplement these Terms and Conditions; or to terminate or suspend the provision of the Monthly Pass or any discount, concession or other promotional programmes.
20. KMB reserves the right to cancel a Monthly Pass Holder's right to use the Monthly Pass if there is reason to believe that such Monthly Pass Holder is in breach of any provision of these Terms and Conditions or any applicable laws or regulations.
21. The Contracts (Rights of Third Parties) Ordinance (Cap.623 of the laws of Hong Kong) shall not apply to these Terms and Conditions.
22. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every other gender.
23. In the event of any conflict or inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.
24. These Terms and Conditions are governed by Hong Kong laws and will be construed in accordance with Hong Kong laws. The Monthly Pass Holders agree to submit to the exclusive jurisdiction of the Hong Kong courts.
25. In the event of dispute, the decision of KMB shall be final.

\*Note: The Monthly Pass currently does not cover the following KMB bus routes: K12, K14, K17, K18, P960 and P968.