

eXplorerkid Card Terms & Conditions of Issue and Use

These Terms and Conditions relate to the issue and use of all eXplorerkid Cards and are published by NTUC Club. All Cardholders (defined below) shall be deemed to have agreed to accept, observe and be bound by these Terms and Conditions. These Terms and Conditions are subject to amendments by NTUC Club from time to time and continued use of the eXplorerkid Card by the Cardholder shall be deemed as acceptance by the Cardholder of the amended Terms and Conditions.

1. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, the following words and expressions shall have the following meanings unless the context or subject matter otherwise requires:

Cardholder	means the parent or guardian of the child who is registered and issued with an eXplorerkid Card or Temporary Admission Card and issued with the affiliated eXplorerkid Card ("Affiliate Card") or Temporary Admission Card;
eXplorerkid	means the leisure and entertainment division of NTUC Club which manages and operates the Playground;
eXplorerkid Card	means the eXplorerkid membership card issued by eXplorerkid including the Affiliate Card and Temporary Admission Card (unless stated otherwise);
eXplorerkid Counter	means the counter(s) set up by NTUC Club for the sale of eXplorerkid Cards, replacement of eXplorerkid Cards and generally to deal with Cardholder enquiries;
Off- Peak Period	means from 12 noon to 10pm on Mondays to Thursdays and/or other such period as may be determined by NTUC Club from time to time;
Peak Period	means from 10am to 10pm on Fridays, Saturdays, Sundays, eve of public holidays, school holidays, gazetted school holidays and PSLE school marking days and/or other such period as may be determined by NTUC Club from time to time;
Playground	means the indoor children playground located at 3 rd level, E!Hub @ Downtown East, 1 Pasir Ris Close, Singapore 519599;
Playtime	means the time spent at the various facilities in the Playground as recorded in the eXplorerkid Card;
Playtime Fee	means the fee payable for the use of the Playground as recorded in the eXplorerkid Card;and
Temporary Admission Card	means the card issued by eXplorerkid pursuant to Clause 2.6.

2. ISSUE AND OWNERSHIP OF EXPLORERKID CARD

- 2.1 The eXplorerkid Card is issued and distributed by NTUC Club.
- 2.2 The eXplorerkid Card shall remain the property of NTUC Club.
- 2.3 The eXplorerkid Card may be purchased at any eXplorerkid Counter at Downtown East and at such other locations as may be notified by NTUC Club from time to time.
- 2.4 Only a child who is below the age of twelve (12) years old at the time of registration is entitled to be registered as a member and be issued with an eXplorerkid Card. The registration must be made by a parent or guardian of the child to be registered.
- 2.5 A parent or guardian who registers a child below the age of twelve (12) years old as an eXplorerkid member shall be issued with the Affiliate Card.
- 2.6 In the event a child who is issued with an eXplorerkid Card pursuant to Clause 2.4 or a parent or guardian who is issued with an Affiliate Card pursuant to Clause 2.5 fails to produce either card for admission into the Playground, a Temporary Admission Card may be issued to the child or parent or guardian for admission to the same.
- 2.7 The eXplorerkid Card is non-transferable and no refund shall be given in the event of termination or cancellation of eXplorerkid membership.

3. VALIDITY OF EXPLORERKID CARD

- 3.1 Save for the Temporary Card, each eXplorerkid Card is valid from the date of its issue till the year the child who is registered as a member turns twelve (12) years old. Thereafter, the eXplorerkid Card shall be deemed expired and not valid for use.
- 3.2 Each Temporary Admission Card is valid from the date and time of its issue till Exit.
- 3.3 The validity period or expiry date of eXplorerkid Card and Temporary Admission Card may be revised by NTUC Club at their sole discretion from time to time.

4. USE OF EXPLORERKID CARD

- 4.1 The eXplorerkid Card may only be used at the Playground and at such other places as may be determined by NTUC Club from time to time.
- 4.2 The eXplorerkid Card must be produced for admission into the Playground, for discounts on Playtime Fee (both Peak and Off-Peak Periods), events and activities and claims to any prizes, offers or gifts as offered by NTUC Club from time to time.
- 4.3 NTUC Club may reject the use of the eXplorerkid Card if the eXplorerkid Card is suspected to have been fraudulently issued, stolen or tampered with.
- 4.4 NTUC Club shall be entitled without assigning any reason whatsoever to retain any eXplorerkid Card presented for use which it reasonably suspects to have been fraudulently issued, stolen and/or tampered with.

5. PLAYGROUND

- 5.1 The Playground is open during the Peak and Off-Peak Periods.
- 5.2 The Cardholder shall pay the Playtime Fee for the Playtime at the Playground.
- 5.3 The Playtime rates imposed by NTUC Club for the use of any of the facilities in the Playground are subject to changes without prior notice and at the sole discretion of NTUC Club.

5.4 NTUC Club may impose a capacity limit on the number of persons who may enter the Playground during Peak Periods for the safety and enjoyment of the visitors and Cardholders at the Playground.

5.5 The Cardholder shall abide by the rules and regulations while at the Playground as imposed by NTUC Club from time to time.

6. TRADEMARK

6.1 The eXplorerkid mark is a registered trademark and is owned by NTUC Club. The Cardholder acknowledges and agrees that NTUC Club is the sole and exclusive owner of all copyright, trademark right and other intellectual property rights in and to or relating to or associated with the eXplorerkid Card.

7. ADDITIONAL AND WITHDRAWAL OF BENEFITS

7.1 NTUC Club may provide at its sole discretion, additional services, benefits or programmes (“Additional Benefits”) in connection with the use of the eXplorerkid Card. The Cardholder expressly acknowledges that NTUC Club is not obliged to provide such Additional Benefits and may withdraw or change such Additional Benefits at any time without prior notice. The Additional Benefits are subject to their own terms and conditions.

7.2 NTUC Club reserves the right to withdraw any benefit attached to the issue and/or use of the eXplorerkid Card at any time without notice to the Cardholder.

8. CARE OF EXPLORERKID CARD

8.1 The Cardholder shall:

8.1.1 comply with all notices, guidelines, rules, regulations, instructions and policies concerning the use of the eXplorerkid Card issued by NTUC Club from time to time;

8.1.2 not tamper or allow anyone to tamper with the eXplorerkid Card;

8.1.3 not use the eXplorerkid Card for any unlawful purpose or unauthorized manner;

8.1.4 not deface or damage the eXplorerkid Card;

8.1.5 take proper care of the eXplorerkid Card to avoid damage; and

8.1.6 not affix, print or attach anything onto the eXplorerkid Card.

8.2 The Cardholder shall examine the eXplorerkid Card and/or any change tendered upon the purchase of the eXplorerkid Card before leaving the eXplorerkid Counter. NTUC Club shall not be liable for any error or omission not drawn to its attention at the time of issue of the eXplorerkid Card.

8.3 Cardholders shall be responsible for safeguarding their eXplorerkid Cards against loss, damage or theft, and ensuring that their eXplorerkid Cards are not used by any person without the Cardholders’ permission. A Cardholder shall be responsible for all activities and transactions carried out through the use of his eXplorerkid Card. All Playtime Fees recorded by the eXplorerkid Card system against the eXplorerkid Card through the use of the eXplorerkid Card by any person being in possession of the eXplorerkid Card shall be deemed to have been properly charged. NTUC Club shall not be responsible for any loss or damage incurred due to the loss of a eXplorerkid Card and have no obligation whatsoever to prevent the use of a lost eXplorerkid Card by a person other than the Cardholder.

9. DAMAGED/LOSS OF EXPLORERKID CARD

Damaged eXplorerkid Card

- 9.1 Cardholders may obtain a replacement for their damaged eXplorerkid Cards by presenting them at eXplorerkid Counters. The damaged eXplorerkid Card shall be surrendered to and retained by NTUC Club upon such request for replacement.
- 9.2 Damaged eXplorerkid Cards cannot be used and shall be deemed null and void. The Cardholder may e-mail NTUC Club at membership@explorerkid.com or call 6589 3720 / 6582 3104 or at such other email address or contact numbers as may be notified by NTUC Club from time to time, for a replacement of eXplorerkid Card. An administrative and replacement charge of S\$2.00 or such other amount as may be determined by NTUC Club from time to time shall be imposed for each replacement of damaged eXplorerkid Card.

Loss of eXplorerkid Card

- 9.3 Cardholders may obtain a replacement for their lost eXplorerkid Cards at eXplorerkid Counters.
- 9.4 A penalty of S\$20.00 shall be imposed for any loss of eXplorerkid Card ("Penalty Fee").
- 9.5 Cardholders shall inform NTUC Club in writing immediately of any loss or theft of their eXplorerkid Cards by way of e-mail to membership@explorerkid.com or by phone at 6589 3720 / 6582 3104 or at such other email address or contact numbers as may be notified by NTUC Club from time to time. An administrative and replacement charge of S\$20.00 or such other amount as may be determined by NTUC Club from time to time shall be imposed for each lost eXplorerkid Card in addition to the Penalty Fee.

10. EXCLUSION OF LIABILITY

- 10.1 NTUC Club and its respective officers, agents, employees and contractors shall not be liable in any way to the Cardholder for any claims, liabilities, expenses, costs, loss or damage of whatever nature brought against, suffered or incurred by or caused to the Cardholder due to or arising out of or in connection with:
- 10.1.1 the use or issue of eXplorerkid Card; or
 - 10.1.2 any delay in the use or issue eXplorerkid Card; or
 - 10.1.3 any disruption, defect or breakdown in or failure of any terminal used to process eXplorerkid Card transactions; or
 - 10.1.4 the eXplorerkid Card being rejected or retained by NTUC Club for whatever reason; or
 - 10.1.5 any inability to retrieve any data or information on the eXplorerkid Card; or
 - 10.1.6 any inability to use the eXplorerkid Card for any reason whatsoever, including the unavailability or malfunction of the eXplorerkid Card terminal or damage to the eXplorerkid Card; or
 - 10.1.7 any delay or inability to perform any of its obligations due directly or indirectly to the defect, failure or damage of any machine or communication system, industrial dispute, war, Act of God, or anything outside the control of NTUC Club or of their respective servants and/or agents.

11. WITHDRAWAL OF EXPLORERKID CARD

- 11.1 NTUC CLUB reserves the right to withdraw the use of the eXplorerkid Card by giving to the Cardholder two (2) months prior notice in writing. Notice may be given by post to the Cardholder's last-known address or posted on the eXplorerkid website.

12. OTHERS

- 12.1 NTUC Club reserves the right to photograph the eXplorerkid members at events organised by NTUC Club or the Playground and use such photographs for any of its publicity materials.
- 12.2 NTUC Club may disclose details relating to Cardholders to third parties at its absolute discretion. This Clause shall survive the expiry of the eXplorerkid Card.

13. NO WAIVER

- 13.1 No failure or delay on the part of NTUC Club and their respective officers, agents, employees or contractors in exercising any power, right or remedy under these Terms and Conditions shall operate as a waiver of such power, right or remedy.

14. THIRD PARTY RIGHTS

- 14.1 A person or entity who is not a party to these Terms and Conditions shall have no right to enforce or have the benefit of any provision of these Terms and Conditions under the Contracts (Rights of Third Parties) Act, Cap.53B of the Statutes of the Republic of Singapore or any statutory modification or re-enactment thereof for the time being. For the avoidance of doubt, nothing in this Clause shall affect the rights of any permitted assignee or transferee of ownership of the eXplorerkid Card and the rights under these Terms and Conditions as such assignee or transferee.

15. FORCE MAJEURE

- 15.1 NTUC Club shall not be liable for any failure, delay or omission to carry out its obligations under these Terms and Conditions, if such failure, delay or omission arises from a cause of force majeure, such as acts of God, fire, earthquakes and other natural disasters, judgements, legislation, acts, orders, directives, policies, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any court, governmental, parliamentary and/or regulatory authority imposed or to be imposed after the fact, power failure, acts or defaults of any telecommunications network operator; circumstances where communication lines and/or computer systems of NTUC Club cannot be used for reasons attributable to third party telecommunications carriers.

16. INDEMNITY

- 16.1 The Cardholder hereby undertakes and agrees to indemnify NTUC Club against all actions, proceedings, claims, liabilities, penalties, demands, costs loss or damage of whatever nature (including legal costs on a full indemnity basis incurred by NTUC Club) arising out of or in connection with any breach or non-compliance by the Cardholder of the Terms and Conditions herein.

17. GOVERNING LAW

- 17.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore, and each party mentioned herein hereby submits to the non-exclusive jurisdiction of the Singapore courts.