

Compass Ticket Terms and Conditions of Use

YOUR USE OF THE COMPASS TICKET IS DEEMED ACCEPTANCE OF THESE COMPASS TICKET TERMS AND CONDITIONS OF USE, THE TRANSIT TARIFF, AND THE PRIVACY POLICY.

ANY INCONSISTENCIES BETWEEN THESE COMPASS TICKET TERMS AND CONDITIONS OF USE AND THE TRANSIT TARIFF SHALL BE RESOLVED IN FAVOUR OF THE TRANSIT TARIFF.

DEFINITIONS

Card Reader has the meaning assigned to this term in the Transit Tariff.

Compass Customer Service means customer service that can be reached by calling 604.398.2042, by emailing customerservice@compasscard.ca or by mail at PO Box 2212, Station Terminal, Vancouver, V6B 3W2.

Compass Customer Service Centre means the customer service centre that can be reached by visiting the walk-in centre at Stadium-Chinatown SkyTrain Station.

Compass Retailer has the meaning assigned to this term in the Transit Tariff.

Compass Ticket means a single or limited use electronic ticket for transit use in the Transportation Service Region, in accordance with these Compass Ticket Terms and Conditions of Use and the Transit Tariff.

Compass Vending Machine means a vending machine at which a person may obtain or upgrade a Compass Ticket, located at a SeaBus, SkyTrain, or West Coast Express station or at select retail outlets.

Compass Website means the website located at www.compasscard.ca.

Fare Paid Zone means any fare paid zone as defined in the Transit Tariff.

Insufficient Fare means the amount of transit fare, exceeding the fare product loaded on a Compass Ticket, owed to TransLink for a transit trip.

Privacy Policy means the policy, as updated by TransLink from time to time, governing the collection, use and disclosure of personal information, and which can be found at www.compasscard.ca/privacy.

SCBCTA Act means the *South Coast British Columbia Transportation Authority Act* (British Columbia).

Service Providers means TransLink, including a subsidiary of TransLink, or a company operating transit service on behalf of TransLink.

Services mean transit services provided by or on behalf of TransLink in the Transportation Service Region.

Tap In means the presentation and recognition of a Compass Ticket at a Card Reader as a valid form of fare payment to enter into a Fare Paid Zone as required in the Transit Tariff.

Tap Out means the presentation and recognition of a Compass Ticket at a Card Reader to exit a Fare Paid Zone as required in the Transit Tariff.

Ticketholder means any natural person who has obtained or been issued a Compass Ticket.

Transit Employee has the meaning assigned to this term in the Transit Tariff.

Transit Tariff means the TransLink Transit Tariff, as updated by TransLink from time to time, found at <http://www.translink.ca/bylaws>. The Transit Tariff sets out the fares for the Services provided by the Service Providers.

TransLink means South Coast British Columbia Transportation Authority.

Transportation Service Region has the meaning assigned to this term in the Transit Tariff.

WCE Office means the walk-in location at the West Coast Express Office at Waterfront Station.

Zones means the dedicated fare zones as defined under the Transit Tariff.

HOW TO OBTAIN A COMPASS TICKET

A Compass Ticket may be obtained through the following authorized methods: (1) at Compass Vending Machines; (2) by visiting the Compass Customer Service Centre; and/or (3) by visiting the WCE Office.

Bulk Compass Tickets will be issued to eligible programs by TransLink.

TRANSFERABILITY OF COMPASS TICKETS

Compass Tickets are non-transferable once tapped.

FARE PRODUCTS ON COMPASS TICKETS

A Compass Ticket can hold the following fare products: (1) one Single Fare, (2) one WCE One-Way Fare, (3) one conventional DayPass, or (4) one WCE Return Fare.

Bulk Compass Tickets can hold the following fare products: (1) one Single Fare, (2) one conventional DayPass, (3) one WCE Return Fare, or (4) one multi-day DayPass.

All fare products (except for fare products on Bulk Compass Tickets which are only available through issuance by TransLink to eligible programs) on Compass Tickets can be obtained through the following authorized methods: (1) by visiting the Compass Customer Service Centre; and/or (2) by visiting the WCE Office. In addition, Single Fares and DayPasses on Compass Tickets can be obtained at Compass Vending Machines located at SkyTrain and Canada Line stations, SeaBus terminals and at select retail outlets. WCE One-Way Fares and WCE Return Fares can be obtained at Compass Vending Machines located at West Coast Express stations.

A maximum of one fare product can be loaded on a Compass Ticket. Fare products on Compass Tickets issued at Compass Vending Machines are valid for travel only on the day of purchase and will expire at the end of service on that day, even if not tapped.

Fare Products on Bulk Compass Tickets issued by TransLink for eligible programs may be set to expire, by TransLink, up to 254 days after TransLink has initialized the Bulk Compass Tickets. Bulk Compass Ticket program administrators or issuers will be notified of the Bulk Compass Ticket expiry date at the time of issuance by TransLink.

FARE PAYMENT USING COMPASS TICKETS

A Ticketholder must Tap In before entering a Fare Paid Zone and Tap Out when exiting a Fare Paid Zone, as required in the Transit Tariff. In addition, Ticketholders entering the West Coast Express area at Waterfront Station must Tap In again.

VALIDITY

The validity of a fare product will be assessed at Tap In and at Tap Out. A Compass Ticket remains valid after Tap In until the expiry of the In-System Time (as defined in the Transit Tariff).

INSUFFICIENT FARE WHEN USING A COMPASS TICKET

If a Compass Ticket holds Insufficient Fare for travel in Zones or for additional transit service beyond that for which the Ticketholder has already paid, the Ticketholder is required to pay the outstanding fare prior to entering a Zone for which the Ticketholder has Insufficient Fare by purchasing a Compass Add-Fare (as defined in the Transit Tariff) or a new fare.

When upgrading a Compass Ticket for conventional travel for travel on West Coast Express, the Ticketholder must Tap In and Tap Out of the conventional system as required in the Transit Tariff prior to initiating the upgrade at a Compass Vending Machine selling West Coast Express products. The only location where a Tap Out from SkyTrain or SeaBus is not required prior to the upgrade is if the upgrade is conducted at the West Coast Express Compass Vending Machines at Waterfront Station, located within the West Coast Express lobby.

TRANSFERS

A Ticketholder will be permitted to transfer between transit vehicles of the Service Providers in accordance with the provisions set out in the Transit Tariff.

LOST, STOLEN, DAMAGED OR DEFECTIVE COMPASS TICKETS

The Ticketholder must take all reasonable care to prevent his/her Compass Ticket from being defaced, altered, damaged, lost or stolen.

The Ticketholder bears the risk of loss if his/her Compass Ticket is lost, stolen or damaged. TransLink is not responsible for the loss or theft of, or damage to, a Compass Ticket or the fare products added on a Compass Ticket. A lost or stolen Compass Ticket will remain valid and any fare products added on the Compass Ticket may continue to be used to pay for the Services until the Compass Ticket or such fare products, whichever is earlier, expire. A damaged Compass Ticket is not considered as valid fare and cannot continue to be used to pay for the Services.

If a Compass Ticket malfunctions due to no fault of the Ticketholder, the Ticketholder must return the Compass Ticket in person to the Compass Customer Service Centre or to the WCE Office or by mail to Compass Customer Service in order to obtain a refund or in-kind fare product, in TransLink's sole discretion.

REFUNDS AND ADJUSTMENTS FOR COMPASS TICKETS

Compass Tickets are not refundable, unless there has been a Compass Vending Machine Malfunction or the Compass Ticket is defective.

COMPASS VENDING MACHINE MALFUNCTIONS

When a Compass Vending Machine issues a receipt indicating that an amount to be refunded was not returned, a product was not dispensed, or another malfunction occurred, a refund will be issued upon presentation of such receipt. Please see the "Process for Requesting a Refund" section.

If no receipt is issued by the Compass Vending Machine, the request for a refund must include the station name where the malfunction occurred, as well as the 5-digit Compass Vending Machine number (located on the front of the Compass Vending Machine), the amount, date, and approximate time of the attempted transaction. TransLink will verify the malfunction and upon such verification will issue a refund or in-kind fare product, in TransLink's sole discretion.

Requests relating to a Compass Vending Machine malfunction must be made within 60 days of the malfunction.

PROCESS FOR REQUESTING A REFUND

Refund requests (except for Bulk Compass Tickets) may be made:

- in person at the Compass Customer Service Centre;
- in person at the WCE Office;
- by calling TransLink Customer Relations at 604.953.3333;
- by downloading a form from the Compass Website, completing it and mailing it to Compass Customer Service; or
- by filling out the fields in the "Contact Us" section on the TransLink website (www.translink.ca).

Please include the following documentation with your request:

- Compass Ticket, if the Compass Ticket is defective;
- Compass Ticket serial number located on the back of the Compass Ticket;
- legal name, address and phone number of the Ticketholder requesting the refund;
- explanation of refund request; and
- if a refund request is due to a Compass Vending Machine malfunction:
 - a valid receipt from the Compass Vending Machine indicating the amount to be refunded; or
 - the station name and Compass Vending Machine number (located on the front of the Compass Vending Machine) where the malfunction occurred, as well as the amount, date, and approximate time of the attempted transaction.

Refund requests relating to Bulk Compass Tickets may be made to the Bulk Compass Ticket program administrator or issuer.

EXPIRATION FOR COMPASS TICKETS

Compass Tickets purchased at a Compass Vending Machine will expire at the end of the service day on the day that the Compass Ticket was purchased, regardless of whether or not the Compass Ticket was tapped.

Bulk Compass Tickets will expire after the time period set by TransLink, up to 254 days after TransLink has initialized the Bulk Compass Tickets, regardless of whether or not the fare product was used for travel. Bulk Compass Ticket program administrators or issuers will be notified of the Bulk Compass Ticket expiry date at the time of issuance by TransLink.

PRIVACY

The Ticketholder must take all reasonable steps to care for his/her Compass Ticket and to protect his/her travel and transaction history and information. Information included on each Compass Ticket includes travel and transaction history, and any fare products on the Compass Ticket. Information displayed at a Compass Vending Machine includes the last two transactions, whether they are travel transactions or financial transactions, and the validity and expiry date of any fare products on the applicable Compass Ticket. Information displayed at a Card Reader includes the validity and expiry date of any fare products on the applicable Compass Ticket. The travel and financial transactions and fare product information on a Compass Ticket is available to any person in possession of the applicable Compass Ticket.

The Ticketholder agrees that any information provided by the Ticketholder and any data TransLink receives as a result of the Ticketholder's use of his/her Compass Ticket may be collected, aggregated, analyzed, used and disclosed in compliance with the Privacy Policy and the *Freedom of Information and Protection of Privacy Act* (British Columbia).

The Privacy Policy can be accessed by visiting <http://www.compasscard.ca/privacy>. Questions about the collection, use and disclosure of personal information can be directed to TransLink's Privacy Officer at 778.375.7500 or to privacy@translink.ca.

AMENDMENTS TO THESE COMPASS TICKET TERMS AND CONDITIONS OF USE

TransLink reserves the right to amend these Compass Ticket Terms and Conditions of Use at any time by posting the amended Compass Ticket Terms and Conditions of Use on the Compass Website. The Ticketholder will be deemed to have received notice of the amendments to these Compass Ticket Terms and Conditions of Use seven days after the amended Compass Ticket Terms and Conditions of Use are posted on the Compass Website. The use by a Ticketholder of his/her Compass Ticket after that date will be deemed acceptance of the amended Compass Ticket Terms and Conditions of Use.

It is the Ticketholder's responsibility to be aware of the terms and conditions contained in the Transit Tariff, the Privacy Policy, and any other tariff, bylaw, policy or regulation referenced in these Compass Ticket Terms and Conditions of Use.

FAILURE TO COMPLY WITH THESE COMPASS TICKET TERMS AND CONDITIONS OF USE

The Compass Ticket and, if applicable, evidence of eligibility for, or entitlement to, a fare product must remain in the possession of the Ticketholder at all times while using the Services or while in a Fare Paid Zone and must be produced for inspection on request of any Transit Employee.

The Service Providers will have the right to confiscate any Compass Ticket if it is determined that the individual using the Compass Ticket is ineligible for the reduced fare granted therein or if it is determined that the Compass Ticket is unauthorized, fraudulent or otherwise being used in an unlawful manner.

The Service Providers reserve the right to not accept any Compass Ticket or otherwise limit use of any Compass Ticket if they reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful.

Failure by a Ticketholder to comply with any portion of these Compass Ticket Terms and Conditions of Use may result in the issuance of a ticket for an infraction under the SCBCTA Act and/or other consequences.

The Ticketholder must not deface, alter or duplicate a Compass Ticket or create a counterfeit Compass Ticket. The Ticketholder must not load fare products through an unauthorized means on a Compass Ticket or an unauthorized ticket. The Service Providers will not honour defaced, altered, duplicated or counterfeit tickets or otherwise unauthorized tickets or fare products.

The Service Providers reserve the right to examine Compass Tickets, confiscate any that are believed to be unauthorized, fraudulent or otherwise unlawful, and either deny Services to, or require an alternate form of valid payment from, a person presenting unauthorized tickets or fare products as payment for the Services.

DISCLAIMERS AND LIMITS OF LIABILITY

The Service Providers make no representations or warranties of any kind, express or implied, with respect to the use or operation of the Compass Ticket and will not be liable for any loss, damage, delay, expense and/or inconvenience resulting therefrom, whether direct or indirect. The Service Providers' sole obligation is replacement or refund, in TransLink's sole discretion, of any defective Compass Ticket.

The Service Providers will have no liability for damages or any failure to perform due to circumstances or causes that are, directly or indirectly, beyond their control, including but not limited to situations involving system failures or system malfunctions; viruses or other harmful code; criminal acts; riots; acts of God; labour disputes and actions; accidents; shutdowns for purpose of emergencies or repairs; partial or entire failure of utilities or other event or cause, whether similar or dissimilar to the foregoing, beyond the control of the Service Providers.

OTHER

The Compass Ticket is the property of TransLink, the Compass Ticket issuer. Each Compass Ticket is uniquely identified by a serial number printed on the back of the Compass Ticket. The rights associated with the Compass Ticket and these Compass Ticket Terms and Conditions of Use will apply to anyone using the Compass Ticket.

TransLink may assign, transfer or dispose of all or part of its rights, obligations and interests in or under these Compass Ticket Terms and Conditions of Use at any time without further consent and without notice to the Ticketholder. The Ticketholder may not assign his/her obligations or benefits under these Compass Ticket Terms and Conditions of Use.

The headings contained in these Compass Ticket Terms and Conditions of Use are for reference only and will in no way affect interpretation of these Compass Ticket Terms and Conditions of Use.

Each of the provisions contained in these Compass Ticket Terms and Conditions of Use will be severable and distinct from one another and if any one or more provisions of these Compass Ticket Terms and Conditions of Use is now or is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected, prejudiced or compromised.

These Compass Ticket Terms and Conditions of Use will be governed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

Please direct any questions, comments or communications regarding these Compass Ticket Terms and Conditions of Use to:

- Mail:
Compass Customer Service at
PO Box 2212 Station Terminal,
Vancouver, BC, V6B 3W2
- Email:
customerservice@compasscard.ca
- Telephone:
604.398.2042