

GreenCard Terms & Conditions of Use



► 1. Application of Terms and Conditions

By using the Greencard, the Greencard Holder agrees to be bound by these Terms and Conditions.

When using the Greencard, the Greencard Holder must also comply with:

- a) the Greencard User Guide, and the Greencard Cancellations and Refunds Policy
- b) all applicable provisions of the Passenger Transport Act 1997 (Tas), and associated Regulations, and any amended, re-enacted or replaced provisions of that Act or those Regulations; and
- c) any other applicable law.

The Greencard Holder indemnifies Metro for all liability, loss, damages, costs and expenses incurred by Metro directly or indirectly as a result of the Greencard Holder failing to comply with any of its obligations under these Terms and Conditions.

► 2. Ownership of Greencard

All Greencards remain the property of Metro (Tas) Pty Ltd at all times and are not transferable from one passenger to another.

An Authorised Officer may block or retain a Greencard if in their absolute discretion the Greencard is being used in breach of these Terms and Conditions.

If a Greencard is found, please phone the Metro Hotline 13 22 01 or post the Greencard to PO Box 61, Moonah TAS, 7009.

► 3. Use of the Greencard

When using the Greencard:

- a) the Greencard Holder must only use the Greencard for its permitted purpose, that is, as a ticketing device for travel on applicable passenger bus services;
- b) only the Greencard Holder, whether registered or unregistered, may use the Greencard;
- c) the Greencard Holder must present their Greencard for scanning on the ticketing machine for each journey;
- d) the Greencard Holder must not evade, or attempt to evade, payment of the required fare through the Greencard for any intended journey;
- e) the Greencard Holder will be responsible for paying the required fare through alternative means (eg cash or other ticketing method), if the Greencard fails to deduct a fare for any journey;
- f) a Concession Greencard Holder must be in possession of a valid identification for a nationally recognised concession category. This must be presented with the Greencard on request by a Metro employee, such as a Bus Operator, at the start of any journey;
- g) a passenger must supply his or her name, address and age to a Metro employee, such as a Bus Operator, on request for the purposes of validation as a Greencard Holder; and
- h) the Greencard Holder must ensure that their Greencard is not defaced, marked or otherwise tampered with.

► 4. Payments of Fares using the Greencard

The Greencard Holder will be liable for all fares, fees and charges incurred by the use of the Greencard unless and until the Greencard is cancelled in accordance with these Terms and Conditions.

Metro's charges relating to the Greencard are outlined in the Greencard User Guide.

Metro will deduct the Default Trip Fare from the balance of the Greencard each time the Greencard is presented for scanning on the BCU at the start of each journey.

The Default Trip Fare can be replaced with a new Default Trip on any Metro bus, through Metro's website or at any Greencard Agency or Metro Office.

It is the Greencard Holders' responsibility to:

- a) advise the Metro Bus Operator to change the Default Trip Fare for their Greencard, if applicable;
- b) advise the Bus Operator if they wish to travel on a route which is not the Holder's chosen Default Trip
- c) ensure that the correct fare is calculated and deducted from their Greencard; and
- d) ensure that the balance of their Greencard is adjusted accordingly.
- e) inform Metro of any changes in their concessionary status, which may affect their entitlement to concessionary fares.

► 5. Lost, stolen or damaged Greencards

A Greencard Holder will be liable to pay Metro for a replacement if their Greencard is lost, stolen or damaged. Costs for replacement Greencards will vary from time to time but may be found on the Tickets and Fares section of Metro's website.

► 6. Faulty Greencards

Greencard Holders must notify Metro if there is a fault with their Greencard. Metro, in its absolute discretion, will either rectify the fault or organise a replacement Greencard at Metro's cost. The Greencard in question must be surrendered in order for Metro to waive the replacement fee.

► 7. Cancellations and reimbursements

A Greencard may be cancelled by Metro if:

- a) Metro, in its absolute discretion, considers that the Greencard has been used in breach of these Terms and Conditions; or
- b) A Greencard Holder applies to Metro for cancellation of their Greencard on the grounds that the Greencard has been lost or stolen or if the Greencard is no longer going to be used by the Greencard Holder.
- c) The Holder makes a written submission to Metro explaining why he or she wishes to cancel their card. The reason for cancellation must be substantial. If Metro decides the case for cancellation and a refund is legitimate, it will charge an administrative fee. Any outstanding travel credit supplied by Metro will not be reimbursed.

If the Greencard is cancelled by Metro in accordance with paragraph 7a), any remaining credit on the Greencard will not be reimbursed and Metro reserves the right not to grant a replacement card to the Greencard Holder.

If the Greencard is cancelled by Metro in accordance with paragraph 7b), the Greencard Holder may apply for a new Greencard and Metro may in its absolute discretion, transfer any remaining credit to that new Greencard or refund the remaining credit to the Greencard Holder.

► 8. Privacy

- a) The Personal Information provided by Greencard Holders to Metro in connection with obtaining and using a Greencard is protected by security safeguards as detailed in Metro's Privacy Policy, which can be viewed at: www.metrotas.com.au/about-us/privacy-policy/. Personal Information will be securely held on Metro's central computer database and linked to the serial number of the relevant Greencard. The physical Greencard will not hold any Personal Information.
- b) The Personal Information collected by Metro generally comprises name, address, date of birth, gender, contact details (such as phone, fax, mobile and email), certain financial information (such as credit card details and information relevant to concession fares (such as student or concession details). Metro requires that Greencard Holders notify Metro (see contact details below) if any of their Personal Information changes.
- c) The Personal Information provided by Greencard Holders to Metro in connection with obtaining and using a Greencard is collected for the purposes of:
 - i. verifying an applicant's identity;
 - ii. processing an applicant's application for a Greencard;
 - iii. providing an applicant with a Greencard;
 - iv. providing a Greencard Holder with services, products and information in connection with the Greencard;
 - v. providing an applicant with email and SMS alerts;
 - vi. allowing a Greencard Holder to top up the balance of credit on their Greencard;
 - vii. allowing a Greencard Holder to obtain a replacement Greencard in accordance with these Terms and Conditions;
 - viii. allowing a Greencard Holder to cancel a lost or stolen Greencard and receive a refund if Metro judges there to be a legitimate case for cancellation;
 - ix. allowing a Greencard Holder to access their journey history through Metro's Website;
 - x. allowing Metro to notify Greencard Holders of changes to their Greencard;
 - xi. allowing Metro to address any queries and complaints from Greencard Holders;
 - xii. providing Greencard Holders with information directly related to Metro's functions and activities;
 - xiii. facilitating security measures to guard against fraud or inappropriate use of Greencards;
 - xiv. management of Greencard accounts;
 - xv. meeting Metro's legal obligations;
 - xvi. product research and marketing (unless the Greencard Holder requests not to receive direct marketing communications).
- d) The Personal Information provided by Greencard Holders to Metro in connection with obtaining and using a Greencard will only be disclosed for the purposes in c) above, and may be disclosed to:
 - i. Metro's contracted passenger transport service providers;
 - ii. the Department of Infrastructure, Energy and Resources (DIER);

- iii. Greencard Agents, through whom a Greencard Holder may order, add value to and/or collect their Greencard;
- iv. [research organisations for the purpose of obtaining data about Metro services to assist Metro to improve the delivery of Metro's functions and activities]; and
- v. law enforcement agencies to the extent required by law.

e) Greencard Holders may contact Metro if:

- i. they would like details of the Personal Information that Metro holds about them (a reasonable charge may be imposed if information needs to be mailed to Greencard Holders);
- ii. they would like any of their Personal Information to be corrected; or
- iii. they wish to lodge a query or compliant with Metro.

Metro can be contacted as follows:

Greencard Information

Metro Tasmania

PO Box 61

Moonah TAS 7009

Phone: 13 22 01

Email: greencard-enquiries@metrotas.com.au

► 9. Amendments to Terms and Conditions

Metro may change these Terms and Conditions and related material (such as the Greencard User Guide) from time to time at its discretion. Updated terms and conditions and related material will be published on Metro's Website and are also available by calling the Metro Hotline, 13 22 01.

► 10. Definitions

Defined terms used in these Terms and Conditions have the following meanings:

- a) Authorised Officer or Bus Operator means a Metro employee;
- b) Concession Greencard means a Greencard through which fares are deducted at a concession rate and to a nationally recognised concession category;
- c) Concession Greencard Cardholder means a person who holds a valid concession identification therefore entitling them to a Concession Greencard];
- d) Default Trip Fare means the route the Holder has chosen as the one which they most frequently travel along and the one which will therefore be automatically deducted from their travel credit each time they start a journey by presenting their Greencard;
- e) Greencard means an electronic smartcard for Metro bus ticketing services;
- f) Greencard Agency means a third party authorised by Metro Pty Ltd to sell Greencards and travel credit;
- g) Greencard Holder means a person who holds a Greencard with no concession;
- h) Metro means Metro Tasmania Pty Ltd;
- i) Metro Office means licensed premises owned by or used by or for Metro Pty Ltd;
- j) Metro's Website means www.metrotas.com.au;
- k) Personal Information has the meaning given in the Privacy Act 1988 (Cth).

For more information about Greencard and for details of Metro Offices and Agents call the Information Hotline

13 22 01 or visit metrotas.com.au

PO Box 61, Moonah TAS 7009

Email greencard-enquiries@metrotas.com.au

