

TERMS AND CONDITIONS FOR VEHICLES EXEMPTED FROM ROAD CHARGES- JALAN GENTING HIGHLANDS

1.0 OVERVIEW

- 1.1 In consideration of the services and contributions rendered by public servants and/or personnel of recognized agencies and institutions (collectively referred to as “**Authorised Public Servants**” or “**APS**”), **LINGKARAN CEKAP SDN BHD (Reg. No. 202001028343 (1384663-M))** (“**LCSB**”) grants an exemption from the payment of road charges for Jalan Genting Highlands (“**Road**”) to all eligible APS. The exemption shall apply to **ONE (1)** vehicle registered in the name of the APS (“**Registered Vehicle**”) and shall constitute an exemption approval (“**Exemption Approval**”), subject to the terms and conditions herein (“**Exemption T&C**” or “**ETC**”), together with the Rules & Regulations on the Usage of the Genting Roads (“**Genting Road R&R**”) and Terms and Conditions for Jalan Genting Highlands Private Road Charges (“**Road Charges T&C**”).
- 1.2 The APS shall read and shall be deemed to have read, understood and agreed to comply with all applicable Genting Road R&R, the Road Charges T&C and the ETC (collectively referred to as “**Road Usage Conditions**”) at all material times.
- 1.3 LCSB reserves the sole and absolute discretion to vary, amend or update any of the Road Usage Conditions from time to time without prior notice. In the event that any APS does not agree to or accept such amendments, the APS shall notify LCSB accordingly, upon which LCSB shall proceed to cancel or withdraw the Exemption Approval for the relevant Registered Vehicle (as defined below) of the individual or corporate APS.

2.0 THE EXEMPTION APPROVAL

- 2.1 The Exemption Approval shall be strictly and solely applicable to the Registered Vehicle.
- 2.2 Every APS shall be permitted to register **ONE (1)** vehicle only for the purposes of obtaining the Exemption Approval.

3.0 ELIGIBILITY

3.1 The APS

The applicant shall be currently in service and providing services to one or more of the agencies or institutions listed below during the validity period of the Exemption Approval:

- (a) SK Sri Layang;
- (b) SMK Sri Layang;
- (c) Institut Amiruddin Baki;
- (d) Balai Polis Genting Highlands;
- (e) Balai Polis Gohtong Jaya;

- (f) Balai Bomba dan Penyelamat Genting Highlands;
- (g) Klinik Desa Sri Layang;
- (h) Pejabat Daerah Kecil Genting Highlands;
- (i) Pejabat Daerah dan Tanah Bentong;
- (j) Pejabat Cawangan Majlis Perbandaran Bentong (Cawangan Genting Highlands);
- (k) Pejabat Setiausaha Kerajaan (SUK) Negeri Pahang (Cawangan Genting Highlands) and
- (l) Any other Government Institution located in Genting Highlands which is identified and named by the State Government from time to time

(collectively and individually known as the “**Agencies**”).

3.2 Category of the Registered Vehicle

- (a) The Registered Vehicle shall fall strictly under the category classified as “Class 1” only.
- (b) Unless otherwise expressly approved by LCSB in writing, the APS shall be the registered owner of the Registered Vehicle.

4.0 **APPLICATION**

4.1 Every APS shall submit only ONE (1) application form via the online portal at www.lingkarancekap.com or through such other process as may be determined by LCSB at the relevant time.

4.2 Applications must be duly completed and submitted together with all supporting documents required by LCSB at the relevant time. Incomplete applications or those lacking the necessary documents may be rejected by LCSB.

4.2 Without prejudice to LCSB’s right to request additional supporting documents, the following shall be required to satisfy the pre-qualifying conditions referred to in paragraph 3 above:

- (a) Copy of the National Registration Identity Card of the APS; and
- (b) Copy of Vehicle Registration Card of the vehicle to be registered for the Exemption Approval; and
- (c) Original letter issued by the relevant Agency confirming that the APS is currently in service and based at offices located at Genting Highlands.

4.3 All information and supporting documents provided must true, accurate and not misleading. If LCSB discovers that any information and/or supporting documents provided are false or untrue, LCSB may, without prior notice:

- (a) immediately revoke, cancel or suspend the Exemption Approval granted to the affected Registered Vehicle; and

- (b) blacklist, reject or disallow submission of any future application by the APS.

5.0 USAGE OF THE EXEMPTION APPROVAL

5.1 Only the Registered Vehicle that has been approved and recorded in LCSB's records shall be eligible for the exemption.

5.2 The Exemption Approval is strictly not transferable or assignable, whereby:

- (i) Any request to change, replace or substitute the Registered Vehicle shall be subject to the applicable application process in force at the relevant time and shall require the prior approval of LCSB; and
- (ii) The APS shall immediately notify LCSB if the Registered Vehicle is sold or otherwise disposed of to another individual or corporate entity. Failure to do so shall absolve LCSB of any responsibility for inconveniences or losses suffered by the APS and/or the new owner of the Registered Vehicle.

5.3 The Registered Vehicle shall utilise the designated licence plate recognition ("LPR") lanes at the Road Charge Stations in order to enjoy the exemption. LCSB may from time to time, change or vary the location of the LPR lanes. It shall be the responsibility of the APS or driver of the Registered Vehicle to ascertain the correct location of the LPR lanes prior to entry. Any appeal or request for refund arising from failure, neglect, or refusal to use the LPR lanes shall not be entertained.

5.4 The Exemption Approval is specific to the Registered Vehicle, which:

- (a) Must display a valid and recognisable number plate;
- (b) Must ensure that the number plate is clearly visible, clean and not covered, obstructed, defaced, altered, folded, tinted, non compliant with regulatory standards, or otherwise modified in any manner that may hinder accurate detection or recognition by the LPR system.

5.5 In the event that the number plate cannot be detected, read, verified or recognised by the LPR system, the full prevailing road charge shall be payable for the Registered Vehicle. Any appeal or request for refund in such circumstances shall not be entertained.

6.0 RENEWAL OF THE EXEMPTION APPROVAL

6.1 Regardless of the issuance date, all Exemption Approvals shall automatically expire and cease to have effect on 31st December of the relevant calendar year.

6.2 Renewal is not automatic. Applications for renewal must be submitted on or before the renewal period set by LCSB. LCSB shall not, at any time, be liable for any inconvenience and/or losses suffered by the APS arising from failure or delay in submission of the renewal application.

7.0 REVOCATION / CANCELLATION / SUSPENSION OF THE EXEMPTION APPROVAL

7.1 LCSB may, at any time, revoke, cancel or suspend the Exemption Approval immediately, without any prior notice and without having to assign any reason, upon discovery that the APS has:

- (a) retired, resigned or been transferred or relocated to agencies, branches or offices located outside of Genting Highlands;
- (b) violated, breach or failed to comply with any of the Road Usage Conditions;
- (c) misused, abused and/or otherwise utilize the Exemption Approval in a manner not in accordance with the requirements of LCSB;
- (d) provided false, inaccurate or misleading information and/or supporting documents;
- (e) defamed and/or otherwise damage the reputation of LCSB and/or any company within the Genting Malaysia Berhad group ("**GENM Group**");
- (f) harassed, abused, threatened, insulted, offended or otherwise acted in a manner that offends LCSB and/or its directors, officers, personnel, employees, workers, agents, representatives;
- (g) omitted to act, or undertaken any other actions which LCSB may, in its sole and absolute discretion, deem inappropriate.

8.0 AMENDMENT OF THE INFORMATION PROVIDED

8.1 The applicant or the APS must immediately update LCSB upon any change in the information and/or supporting documents previously provided to LCSB. Such updates must be made in accordance with the applicable processes or mode of communication prescribed by LCSB at the relevant time.

9.0 DATA PROTECTION

9.1 Personal and payment data shall be collected, processed, stored and handled in accordance with LCSB's Personal Data Protection Statement and all applicable data protection laws of Malaysia. The Personal Data Protection Statement is available at www.lingkarancekap.com ("**PDPS**").

- 9.2 By submission of any application relating to the exemption (including but not limited to new applications, renewals and updates), the APS shall be deemed to (a) have read, understood, agreed to and accepted the PDPS; and (b) unconditionally and voluntarily agreed and consented to LCSB and/or any company within the GENM Group collecting, processing, using, and/or storing the APS's personal data for the purposes set out in the PDPS.
- 9.3 Any individual who does not agree with the PDPS shall refrain from submitting an application to LCSB.

10.0 INDEMNITY

WITHOUT PREJUDICE TO, AND IN ADDITION TO, THE INDEMNITY OBLIGATIONS SET OUT IN THE GENTING ROAD R&R AND ROAD CHARGES T&C, THE APS SHALL INDEMNIFY AND KEEP INDEMNIFIED LCSB, ANY COMPANY WITHIN THE GENTING GROUP, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, WORKERS, PERSONNEL, CONTRACTORS, AGENTS, REPRESENTATIVES AND/OR CONSULTANTS AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, AND DEMANDS THAT MAY ARISE (EITHER DIRECTLY OR INDIRECTLY) FROM THE GRANTING OF THE EXEMPTION APPROVAL TO THE APS, AND/OR REGISTERED VEHICLE, OR DUE TO ANY BREACH, DEFAULT OR NON-COMPLIANCE OF THIS EXEMPTION T&C BY, RELATED TO, OR IN CONNECTION WITH THE APS AND/OR REGISTERED VEHICLE.

11.0 MISCELLANEOUS

- 11.1 The APS expressly agrees and acknowledges that all decisions made by LCSB in respect of the ETC shall be final, conclusive, and binding upon the APS, without the need for further justification or explanation.
- 11.2 The APS shall be deemed to be the driver/user of the Road and shall be bound by all decisions made by LCSB. The APS shall be fully liable for any actions, misconduct, omissions, negligence, breaches or defaults committed by the driver along the Road and/or at the Road Charge Stations, regardless of whether the driver was authorised by the APS.
- 11.3 The governing law of this ETC shall be the laws of Malaysia.
- 11.4 The ETC may be translated into other languages. In the event of discrepancy, the English version shall prevail.

12. CONTACT INFORMATION

For inquiries and assistance, please contact:

Address : 8th Floor, Wisma Genting, Jalan Sultan Ismail, 50250
Kuala Lumpur

Operating Hours : Monday – Friday (9am to 5pm), excluding public holidays of Kuala Lumpur

Email : enquiries@lingkarancekap.com

Customer Service Hotline : +603-6105 2588