

# Terms & Conditions for Jalan Genting Highlands Road Charges

## 1.0 OPERATOR AND ADMINISTRATION

- 1.1 **LINGKARAN CEKAP SDN BHD (Registration No. 202001028343 (1384663-M)) (“LCSB”)** is the authorised operator, manager and administrator of Jalan Genting Highlands (the **“Road”**), the private road leading to the integrated resort, Resorts World Genting (**“RWG”**). As the company dedicated to road operations and maintenance, LCSB is responsible for the full spectrum of road management activities, including but not limited to resurfacing and pavement works, slope monitoring and slope reinforcement, emergency response services, and operational oversight. This helps to ensure that Jalan Genting Highlands continues to provide safe, reliable, and uninterrupted passage for Permitted Users (**“hereinafter defined”**) to RWG and attractions, and the surrounding Genting Highlands area.

LCSB shall have absolute discretion in determining the vehicles, drivers, riders and passengers permitted to use the Road (**“Permitted Users”**) and the applicable terms and conditions governing road charges (**“Road Charges”**) payable for use of the Road (**“T&Cs”**) at any relevant time.

## 2.0 RULES AND REGULATIONS ON USAGE OF THE ROAD AND THE T&Cs

- 2.1 All users of the Road shall at all times be bound by and subject to the Rules and Regulations on the Usage of Genting Roads (**“Genting Road R&R”**) available at [Rules & Regulations on the Usage of the Genting Roads](#).
- 2.2 All Permitted Users are required to read, understand and comply with the Genting Road R&R and the T&Cs before using the Road.
- 2.3 LCSB shall have the sole and absolute discretion to amend, vary, change and update the Genting Road R&R and the T&Cs from time to time without prior notice. By using the Road following the posting of any revisions or variations, Permitted Users shall be deemed to have read, understood and agreed to be bound by the applicable Genting Road R&R and the T&Cs in force at the relevant time. **Any Permitted Users who do not agree or accept the Genting Road R&R and the T&Cs shall NOT use the Road.**

## 3.0 THE ROAD CHARGES – GENERAL

- 3.1 All Permitted Users must pay the applicable Road Charges unless they are expressly exempted.

The term **“Road Charges”** is defined broadly to include the base charges as well as all ancillary fees, taxes, and other costs associated with using the Road. This may include service tax,

government-imposed taxes, or other charges introduced by LCSB or the Service Provider (as defined below).

Payments must be made at the official **Road Charge Stations (“RCS”)** located at the Genting Highlands Entry at Genting Sempah or Gohtong Jaya Entry at the Gohtong Jaya roundabout.

3.2 LCSB shall have the sole and absolute discretion from time to time to:

- (a) determine and vary the rate of the Road Charges payable. Such variations may apply to different types of vehicles or be based on other criteria determined by LCSB at the relevant time; and
- (b) grant special rates to different categories of Permitted Users.

Any determination, variation, or granting of special rates may be made by LCSB without prior notice to Permitted Users.

3.3 The collection of Road Charges from individuals or vehicles that are barred from RWG or otherwise not permitted to use the Road shall not, at any time, be deemed or considered as lifting such barring and/or restriction. This includes but shall not be limited to, heavy goods vehicles above 8 tonnes (with load) that are prohibited from using the Road between 6pm to 7am on any day, at any time on Fridays, Saturdays and Sundays and during National Public Holidays and State Public Holidays in the States of Selangor, Pahang and Federal Territories of Kuala Lumpur and Putrajaya. LCSB and/or the GENM Group reserve the right to exercise one or more of the enforcement actions as set out in this T&Cs, including but not limited to evicting or removing such individuals and/or vehicles from the Road or any part of the properties of RWG.

#### **4.0 PAYMENT METHODS & USER RESPONSIBILITIES**

4.1 Payment shall be made on a cashless basis. Cash payments may only be accepted if expressly approved and allowed by LCSB under certain circumstances.

4.2 Payment of the Road Charges is supported by a wide range of trusted payment channels, including Touch ‘n Go, Radio-Frequency Identification (RFID), and Mastercard/Visa debit or credit cards (collectively referred to as “**Payment Methods**”). For uninterrupted passage through the RCS and to avoid transaction failures or delays during payment processing, all Permitted Users shall ensure the following:

- (a) the selected Payment Method is one of the approved Payment Methods and is functioning and operational at the relevant RCS;
- (b) whenever applicable, ensure that the internet or mobile network connection is stable and reliable;

- (c) that the payment credentials are securely maintained;
- (d) the devices and payment applications are updated for enhanced security and compatibility;
- (e) the card, device or code used to pay for the Road Charges (collectively referred to as “**Card**”):
  - (i) is valid, genuine, original and issued by the service provider of the Payment Methods (“**Service Provider**”);
  - (ii) is not suspended or blacklisted by the Service Provider;
  - (iii) has been activated and authorised by the Service Provider;
  - (iv) is not damaged and not expired;
  - (v) is readable by the reader installed at the RCS;
  - (vi) has sufficient funds or credit available to cover the applicable Road Charges payable.

Note: **There is no top-up service at the RCS.**

- 4.3 LCSB shall not issue any receipt or statement in respect of payments made. Proof of payment shall be evidenced by the Service Provider, which shall constitute the official record of such payment.
- 4.4 The use of the selected Payment Method and/or Card for settlement of Road Charges shall at all times be governed by the terms and conditions that are determined by the Service Provider. Any improper or unauthorized use of the Payment Method may result in rejection of the transaction by the Service Provider and/or LCSB. In such circumstances, the defaulting party shall remain liable for the Road Charges and may further be subject to penalties at rates that may be determined by LCSB, as well as legal proceedings in court, where applicable.
- 4.5 By using or permitting the use of, the Card to pay for the Road Charges, the Card holder shall be deemed to have agreed, consented and authorised LCSB to charge the same Card until all unsettled or outstanding Road Charges (where payment has been declined by the Service Provider for any reason) is fully settled and recovered.
- 4.6 Any instance of non-payment of the Road Charges, attempted bypass, fraud, or misuse of any Payment Method by Permitted Users, including Special Class Users (as defined herein) may result in the vehicle and/or registered owner and/or driver being denied exit from the Road, restricted from future usage of the Road and/or subjected to enforcement actions as provided under these T&Cs.
- 4.7 The owner of the vehicle and/or Card holder shall indemnify and keep LCSB fully harmless from and against any losses, damages, costs or expenses suffered or incurred by LCSB (whether directly or indirectly) arising out of or in connection with any Road Charges for which payment has been rejected or declined by the Service Provider for any reason (including but not limited

to breach or non-fulfilment of paragraph 4.2 above). This indemnity shall further extend to any claims, actions or demands that may be brought against LCSB in relation to the vehicle being permitted to pass through the RCS.

## 5.0 SPECIAL CLASS USERS

- 5.1 Qualified Permitted Users who are exempted from payment of the Road Charges and/or Permitted Users who have been approved by LCSB to pay preferential rates (“**Special Class Users**”) shall utilize the designated lane(s) at the RCS and shall at all times comply with the terms and conditions applicable to Special Class Users in order to enjoy the exemption or special rate granted. **Any appeal or request for refund by Special Class Users arising from failure, neglect or refusal to use the designated lane(s) shall not be entertained.**

## 6.0 DENIAL OF THE ROAD USAGE

- 6.1 Without prejudice to the conditions of the Genting Road R&R and the other T&Cs, the following Permitted Users (including Special Class Users, where applicable) or vehicles shall be prohibited from using the Road and/or passing through the RCS until full settlement of all amounts payable to LCSB:

- (a) Permitted Users/vehicles that fail, neglect or refuse to pay the applicable Road Charges in full;
- (b) Permitted Users/vehicles with records of outstanding Road Charges and/or any other amounts payable to LCSB and/or Genting Malaysia Berhad’s group of companies (“**GENM Group**”);
- (c) Permitted Users/vehicles that cause damage to any assets placed or installed at or along the Road, roadside, or road-associated infrastructure, including but not limited to barriers, guardrails, lane equipment, signage, speed bumps, plants, lamp posts, sensors, cameras, lighting, bollards, plazas, plaza booths, and all structural or non-structural attachments (collectively referred to as “**Road Furniture**”). Such Permitted Users or vehicles shall be fully liable for the costs and expenses of reinstating and/or replacing the damaged Road Furniture;
- (d) such other circumstances which LCSB may determine in its sole and absolute discretion from time to time.

## 7.0 NON-COMPLIANCE AND ENFORCEMENT

- 7.1 Without prejudice to any other rights, LCSB and/or the GENM Group may, at their sole and absolute discretion take any of the following actions against vehicles or persons found to be in breach of the Genting Road R&R and/or the T&Cs:

- (i) refuse or disallow entry or usage of the Road and/or any properties of RWG;
- (ii) stop, turn away, clamp, tow or impound vehicles;
- (iii) impose charges or fees (including administrative, removal, storage and release fees) against the registered owner and/or driver of the vehicle;
- (iv) withhold future access of the vehicle; and
- (v) undertake such other actions which LCSB and/or GENM Group may reasonably deem fit at their sole and absolute discretion

7.2 All enforcement actions shall be undertaken at the sole risk and expense of the driver, registered owner and/or operator of the vehicle. Vehicles that are clamped or towed due to breach of Genting Road R&R and/or the T&Cs may be retained until all outstanding Road Charges, storage fees, towing costs and expenses, reinstatement and/or replacement costs of Road Furniture, and any other sums payable to LCSB and/or the GENM Group are fully settled. LCSB and/or GENM Group shall not be liable for any loss, damage, cost, expense or consequential loss of whatsoever nature arising therefrom, including but not limited to loss or damage of properties and personal belongings.

## **8.0 REFUNDS**

- 8.1 All Road Charges are strictly non-refundable, except where LCSB, in its sole and absolute discretion, determines that a system error or incorrect charge has occurred.
- 8.2 Any request for a refund must be submitted through the official channels prescribed by LCSB within the timeframe specified. Such request must be accompanied by all supporting documents and information required by LCSB, including but not limited to proof of payment and vehicle details. All refund requests shall be subject to verification, investigation and approval of LCSB.
- 8.3 Any approved refund or adjustment shall be processed in such manner, within such timeframe, and through such payment method as determined by LCSB.

## **9.0 DISPUTE RESOLUTION**

- 9.1 Driver of vehicles ("Driver") and/or Permitted User acknowledges and agrees that any issues arising from the use of the Payment Method shall be resolved between the Driver/Permitted User and the respective issuing institution, subject to the investigation process of such institution.

- 9.2 In the event of any discrepancies or disputes relating to Road Charges paid via the Payment Method, Driver and/or Permitted User shall promptly contact the respective issuing institution directly.
- 9.3 Any dispute relating to Road Charges shall be submitted through LCSB's official channels. Such disputes shall not suspend or affect the Driver's/Permitted User's payment obligations or LCSB's enforcement rights. LCSB's determination in respect of any dispute shall be final and binding.

## **10.0 DATA PROTECTION**

- 10.1 LCSB does not store any of the security data of the selected Payment Methods.
- 10.2 Personal and payment data shall be handled in accordance with LCSB's Personal Data Protection Statement and all applicable data protection laws in Malaysia. The Personal Data Protection Statement is available at [Personal Data Processing Statement](#).

## **11.0 INDEMNITY, RELEASE AND LIMITATIONS OF LIABILITY**

- 11.1 ALL USERS OF THE ROAD (INCLUDING USERS WHO ARE NOT PERMITTED USERS) SHALL INDEMNIFY AND HOLD LCSB AND/OR THE GENM GROUP FULLY INDEMNIFIED AND HARMLESS AGAINST ANY AND ALL LOSSES, DAMAGES, SUMMONS, CLAIMS, DEMANDS OR EXPENSES OF WHATSOEVER KIND OR NATURE (INCLUDING PROPERTY DAMAGE / LOSS, PERSONAL INJURY, FATALITY AND/OR CONSEQUENTIAL LOSSES) AND REASONABLE LEGAL FEES AND EXPENSES INCURRED IN DEFENDING SUCH CLAIMS ON A SOLICITOR AND CLIENT BASIS, THAT MAY BE SUFFERED BY AND/OR BROUGHT AGAINST LCSB AND/OR THE GENM GROUP (WHETHER DIRECTLY OR INDIRECTLY) BY THE SERVICE PROVIDER OR ANY THIRD PARTY, RESULTING FROM OR IN CONNECTION WITH THE USE OF THE PAYMENT METHOD.
- 11.2 LCSB SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES ARISING FROM ANY DELAYS IN TRAVEL PLANS DUE TO TRAFFIC CONGESTION ALONG THE ROAD, PAYMENT SYSTEM FAILURES OR DOWNTIME, USER ERRORS OR INTERRUPTIONS.
- 11.3 ALL USERS OF THE ROAD (INCLUDING USERS WHO ARE NOT PERMITTED USERS) SHALL EXERCISE THEIR OWN DISCRETION IN SELECTING THE PAYMENT METHOD. SUCH USERS SHALL BE FULLY AND WHOLLY RESPONSIBLE AND LIABLE FOR ANY LOSSES, DAMAGES, CLAIMS, COSTS AND EXPENSES ARISING FROM THEIR OWN NEGLIGENCE, ACTIONS, OMISSIONS, MISCONDUCT, BREACHES OR DEFAULTS IN CONNECTION WITH USAGE OF THE SELECTED PAYMENT METHOD, INCLUDING BUT NOT LIMITED TO ANY LOSS OR DAMAGE TO THEIR PROPERTIES (INCLUDING MOBILE DEVICES).

11.4 ALL PERSONS UTILIZING THE ROAD, WHETHER OR NOT AUTHORIZED OR PERMITTED USERS, HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREE AND UNDERTAKE TO RELEASE AND DISCHARGE LCSB AND/OR THE GENM GROUP, TOGETHER WITH THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, WORKERS, AGENTS, CONSULTANTS AND/OR REPRESENTATIVES, FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES OR PROCEEDINGS OF WHATEVER NATURE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, ARISING OUT OF OR IN CONNECTION WITH ANY INJURY, ACCIDENT, LOSS OF LIFE, COMPENSATION, ECONOMIC LOSS OR OTHER DAMAGES SUSTAINED AT THE RCS OR THROUGH THE USE OF THE ROAD. THIS RELEASE AND DISCHARGE SHALL OPERATE AS COMPLETE BAR TO ANY SUCH CLAIMS, SAVE WHERE EXCLUSION OF LIABILITY IS PROHIBITED BY STATUE OR APPLICABLE LAWS.

## **12.0 MISCELLANEOUS**

12.1 All users of the Road, whether Permitted Users or otherwise, expressly acknowledge and agree that any determinations, interpretations, or decisions made by LCSB in connection with these T&Cs shall be conclusive, final, and binding upon them. Such determinations, interpretations and decisions shall not be subject to appeal, review, challenge, or dispute in any forum, whether administrative, arbitral, or judicial. By using the Road, all users irrevocably waive any right to contest or dispute the authority of LCSB in administering, applying, or enforcing these T&Cs.

12.2 The registered owner of the vehicle shall be deemed to be the driver/users of the Road and shall be bound by all decisions that may be made by LCSB. The registered owner shall be fully liable for any actions, misconducts, omissions, negligence, breaches or defaults of the Driver along the Road and/or at the RCS, regardless of whether the Driver was authorised by the registered owner.

12.3 The governing law of these T&Cs shall be the laws of Malaysia.

12.4 The T&Cs may be translated to other languages. In the event of discrepancy, the English version shall prevail.

12.5 For the latest applicable rates of Road Charges, please refer to the official LCSB website at [www.lingkarancekap.com](http://www.lingkarancekap.com). All applicable rates shall apply, and Road users shall be bound by the prevailing rates published by LCSB at the time of payment.

### **The Management**

**Lingkarancekap Sdn. Bhd.**

**(Reg. No. 202001028343 (1384663-M))**