

**TERMS & CONDITIONS FOR HSBC PLAZA PREMIUM LOUNGE PROGRAMME
EFFECTIVE 1 JANUARY 2021**

DEFINITION

1. "Bank" or "We" or "Our" or "Us" refers to HSBC Bank Malaysia Berhad (Company No. 198401015221 (127776-V)).
2. "Programme" refers to HSBC Plaza Premium Lounge Programme.
3. "Cardholders" or "You" or "Your" refers to all primary cardholders of HSBC Premier Travel, HSBC Premier World Mastercard® Credit Card and HSBC Visa Signature Credit Card excluding the following categories of persons:
 - a. Cardholder(s) of HSBC Premier Travel, HSBC Premier World Mastercard and HSBC Visa Signature Credit Cards that are not issued in Malaysia; and/or
 - b. Cardholder(s) of invalid or cancelled HSBC Premier Travel, HSBC Premier World Mastercard and HSBC Visa Signature Credit Cards and/or whose accounts are delinquent within HSBC's definition; and/or
 - c. Cardholder(s) of company and/or corporate HSBC Credit Cards.
4. "HSBC Credit Card" refers to a HSBC Premier Travel, HSBC Premier World Mastercard and HSBC Visa Signature Credit Card issued in Malaysia.
5. "Lounges" or "Service Providers" refers to participating lounges where Eligible Cardholders stands to enjoy complimentary visits, per Clause 7 below.
6. "Privilege" refers to one (1) complimentary visit of up to three (3) consecutive hours.

THE PROGRAMME

7. Each Eligible Cardholder stands to enjoy complimentary visits to the Plaza Premium Lounge at the following locations, listed in Table 1, and which are managed by the respective Service Providers:

Table 1: List of participating lounges

| Cardholders | No. of Complimentary Visits per year | Airport | Name of Lounge | Location |
|---|--------------------------------------|---------------------------------|---------------------------------------|--|
| HSBC Premier World Mastercard® Credit Card; and HSBC Visa Signature Credit Card | 6 | KL International Airport (KLIA) | Plaza Premium Lounge | Mezzanine Floor (Level 2), Satellite Terminal |
| | | | Flight Club | Mezzanine Floor (Level 2), Satellite Terminal |
| | | Singapore Changi Airport | Plaza Premium Lounge | Level 3, Departure/Transit Lounge West, Terminal 1 |
| | | | TGM | Departure/Transit Lounge, Level 3, Terminal 2 (next to DFS's whisky house) |
| | | | Blossom – SATS & Plaza Premium Lounge | Terminal 4 |
| | | Hong Kong International Airport | Plaza Premium Lounge (West Hall) | Level 7, Departure level, Terminal 1 (use escalator or list near Gate 40) |
| | | | Plaza Premium Lounge (East Hall) | Level 6, Departure level, Terminal 1 (near Gate 1) |
| | | | Plaza Premium Lounge (Arrival Hall) | Level 3, Arrival level, Terminal 2 (below Airport Express platform) |
| | | | Plaza Premium Lounge | Level 6, Departures Level, Terminal 1 (Near Gate 35) |

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|--------------------------------|----|--|--|------------------------------------|
| | | | Plaza Premium Lounge (Opening in end of January 2020) | Level 7, Terminal 1 (Near Gate 60) |
| HSBC Premier Travel MasterCard | 12 | All airports lounges listed here | | |

8. For avoidance of doubt, total complimentary visits are for all the Lounges. When You have utilized all complimentary visits, your subsequent visits to any of the Lounges will be subject to the applicable charges by the respective Service Provider.
9. The Programme will be available to You within 10 working days from card activation date.
10. The complimentary visits come with usage of all the facilities available in the Lounges. The facilities provided in the Lounges includes food & beverages, seating area, internet access, international newspapers and magazines, international TV channels, flight information and shower and are subject to changes by the respective Service Providers from time to time at their sole discretion.
11. You are entitled to one (1) Privilege per day. Any subsequent visit on that day and any visits exceeding the 3 hours limit will be subject to applicable charges by the Service Provider as listed at the Lounges.
12. Subject to further terms and conditions appearing herein, you are entitled to enjoy the Privilege as per the terms below:
 - a. Your admission to a Lounge is subject to the presentation of Your HSBC Credit Cards upon arrival at the reception of the said Lounge and availability of space in the Lounge as determined by the Service Provider.
 - b. If the Lounge has insufficient capacity at any time, you can register on a waiting list with the Service Providers' frontline staff at the Lounge. The Service Provider will contact You at the contact number provided by You as soon as there is a vacancy in the Lounge within 3 hours from the time of registering on the waiting list.
 - c. For admission, the Service Providers' frontline staff in the Lounge will swipe the HSBC Credit Card on an E-slip terminal and You are required to sign on the E-slip. A copy of the E-slip will be retained by the Service Providers and the client copy of the E-slip will be given to You.
 - d. Your accompanying guest(s) who are at least 12 years old and above shall be entitled to a 25% discount off the applicable charges and the payment shall be settled by You at the point of admission into the Lounge with Your HSBC Credit Card.
 - e. Any of Your accompanying guest(s) who are between the age of 3 to 12 years old are entitled to a 30% discount off the applicable charges and the payment shall be settled by You at the point of admission to the Lounge with Your HSBC Credit Card.
 - f. Any of Your accompanying guest(s) who are below the age of 2 years old are entitled to complimentary lounge access provided they are accompanied by You.
 - g. Their visit into the Lounge will be according to the applicable charges by the Service Providers and the payment shall be settled at the point of admission into the Lounge by You with Your HSBC Credit Card.
 - h. There is no limit to the number of guests who can accompany You into the Lounges who are utilising the Privilege under this Programme as long as the payment conditions as above are met.
 - i. The Privilege is provided on an "As Is" basis and subject to what is provided/is available by the Service Providers at the Lounges at the time of Your complimentary visit.
 - j. The Privilege is not transferable and cannot be exchanged for cash, credit or in kind.
 - k. We reserve the right to substitute the Privilege with any other privileges of similar value at any time with 3 days prior notice.
 - l. We do not guarantee or warrant the quality of or the services performed by the Service Providers and shall not be liable for any deficiency, delay or imperfection of such services or for any mishaps, injuries or accidents that may occur in the course of redemption or usage of the Privilege for this Programme.
 - m. The Privilege does not include any accessories or items that are shown in any marketing and/or communication materials, as they are for illustration purposes only.
 - n. You agree that You will defend and indemnify and hold Us harmless from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including legal fees) for injury to or death of

- any person or damage to or destruction of any property arising out of the use of the Privilege by You or any of Your accompanying guests(s).
- o. We will not be liable to You for any disputes between You and the Service Providers on matters such as admission into the Lounge, provision and use of facilities in the Lounge, any charges for subsequent visit or visits over the 3 hours limit or charges for Your accompanying guest(s).

GENERAL TERMS & CONDITIONS

13. We reserve the right to vary, delete or add to any of these Terms and Conditions with 3 days prior notice and such Terms and Conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
14. For the avoidance of doubt, cancellation, termination or suspension by Us shall not entitle You to any claim or compensation for any and all losses or damage suffered or incurred by the You as a direct or indirect result of the act of cancellation, termination or suspension.
15. In no event will We be liable for any losses or damages (including without limitation, loss of income, profit or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Programme, even if We have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
16. To the fullest extent permitted by law, we expressly exclude and disclaims any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of this Programme.
17. We may use any of the following modes to communicate notices in relation to this Programme to You:
 - a. individual notice to You (whether by written notice or via electronic means) sent to Your latest address/email address as maintained in the Our records;
 - b. press advertisements;
 - c. notice in Your HSBC Credit Card statement(s);
 - d. display at its business premises; or
 - e. notice on Our website(s);

where such notices shall be deemed to be effective on and from the 4th day after its delivery / publication / display as per the manner described herein. Save and except notices sent via ordinary mail which will be deemed delivered on the 3rd day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.

18. These Terms and Conditions are in addition to the existing respective terms and conditions which regulate the provision of the products and propositions referred to in this Programme. In the event of inconsistency between these Terms and Conditions and the existing respective product and proposition terms and conditions, these terms and conditions shall prevail in relation to this Programme.
19. The existing terms and conditions applicable to the products and propositions referred to in this Programme are available as follows:

Universal Terms & Conditions of HSBC available at www.hsbc.com.my are:

 - a. Generic Terms & Conditions;
 - b. Specific Terms & Conditions for HSBC Premier;
 - c. Specific Terms & Conditions for Retail Banking & Wealth Management; and
 - d. Cardholder Agreement.
20. You are reminded that Yu will be responsible for all applicable government taxes or levies relating to the Privilege and/or the Programme (if applicable).
21. We shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond Our reasonable control.
22. Our decision on all matters shall be final and binding.
23. By participating in this Programme, you agree to be bound by these Terms and Conditions and Our decisions.