

TERMS & CONDITIONS FOR HSBC PLAZA PREMIUM LOUNGE PROGRAMME 2019

DEFINITION

1. "HSBC" refers to HSBC Bank Malaysia Berhad (Company No. 127776-V).
2. "Programme" refers to HSBC Plaza Premium Lounge Programme 2019.
3. "Programme Period" refers to the period of this programme, running from 1 January 2019 to 31 December 2019, both dates.
4. "Eligible Cardholders" refers to all primary cardholders of HSBC Premier World Mastercard® Credit Card and HSBC Visa Signature Credit Card excluding the following categories of persons:
 - a. Cardholder(s) of 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 World Mastercard and HSBC Visa Signature Credit Cards and/or whose accounts are delinquent within HSBC's definition at any time during the Programme Period; and/or
 - c. Cardholder(s) of company and/or corporate HSBC Credit Cards.
5. "HSBC Credit Card" refers to a HSBC Premier World Mastercard and HSBC Visa Signature Credit Card issued in Malaysia.
6. "Lounges" or "Service Providers" refers to participating lounges where Eligible Cardholders stands to enjoy complimentary visits, per Clause 8 below.
7. "Privilege" refers to one (1) complimentary visit of up to three (3) consecutive hours.

THE PROGRAMME

8. 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

Airport	Name of Lounge	Location
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)

9. 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.
10. Each Eligible Cardholder is entitled to a maximum number of 6 complimentary visits throughout the Programme Period. For avoidance of doubt, the total of 6 visits are for all the Lounges and the Eligible Cardholder's 7th and subsequent visits to any of the Lounges will be subject to the applicable charges by the respective Service Providers.

11. Each Eligible Cardholder is entitled to one (1) Privilege per day. Any subsequent visit on that day and any visits exceeding the 3 hour limit will be subject to applicable charges by the Service Providers as listed at the Lounges.
12. Subject to further terms and conditions appearing herein, the Eligible Cardholder is entitled to enjoy the Privilege as per the terms below:
 - a. The Eligible Cardholder's admission to a Lounge is subject to the presentation of their HSBC Credit Cards upon arrival at the reception of the said Lounge and availability of space in the Lounge as determined by the Service Providers.
 - b. If the Lounge has insufficient capacity at any time, the Eligible Cardholder can register on a waiting list with the Service Providers' frontline staff at the Lounge. The Service Providers will contact the Eligible Cardholder at the contact number provided by the Eligible Cardholder 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 the Eligible Cardholder is 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 the Eligible Cardholder.
 - d. Each accompanying guest of the Eligible Cardholder 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 the Eligible Cardholder at the point of admission into the Lounge with their HSBC Credit Card.
 - e. Any accompanying guest of the Eligible Cardholder below the age of 12 is not entitled to any discount.
 - f. 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 the Eligible Cardholder with their HSBC Credit Card.
 - g. There is no limit to the number of guests who can accompany the Eligible Cardholder into the Lounges who are utilising the Privilege under this Programme so long as the payment conditions as above are met.
 - h. 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 the Eligible Cardholder's complimentary visit.
 - i. The Privilege is not transferable and cannot be exchanged for cash, credit or in kind.
 - j. HSBC reserves the right to substitute the Privilege with any other privileges of similar value at any time with 3 days prior notice.
 - k. HSBC does 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.
 - l. 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.
 - m. The Eligible Cardholder agrees that he/she will defend and indemnify and hold HSBC 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 the Eligible Cardholder or any accompanying guests(s) of the Eligible Cardholder.
 - n. HSBC will not be liable to the Eligible Cardholder for any disputes between the Eligible Cardholder 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 hour limit or charges for the accompanying guest of the Eligible Cardholder.

GENERAL TERMS & CONDITIONS

13. HSBC reserves the right at its absolute discretion to amend, delete or add to these Terms and Conditions from time to time with 3 days prior notice and such amended terms and conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Programme.
14. HSBC reserves the right to cancel, terminate or suspend this Programme with 3 days prior notice. For the avoidance of doubt, cancellation, termination or suspension by HSBC of this Programme shall not entitle the Eligible Cardholder(s) to any claim or compensation against HSBC for any and all losses or damage suffered or incurred by the Eligible Cardholder(s) as a direct or indirect result of the act of cancellation, termination or suspension.

15. In no event will HSBC 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 HSBC has 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, HSBC expressly excludes 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. HSBC may use any of the following modes to communicate notices in relation to this Programme to the Eligible Cardholder:
 - a. individual notice to the Eligible Cardholder (whether by written notice or via electronic means) sent to the Eligible Cardholder's latest address/email address as maintained in the HSBC's records;
 - b. press advertisements;
 - c. notice in the Eligible Cardholder's composite statement(s);
 - d. display at its business premises; or
 - e. notice on HSBC's internet 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. The Eligible Cardholder is reminded that he/she will be responsible for all applicable government taxes or levies relating to the Privilege and/or the Programme (if applicable).
21. HSBC 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 the reasonable control of HSBC.
22. HSBC's decision on all matters relating to this Programme including any dispute will be final and binding on all Eligible Cardholder(s) of this Programme and no correspondence will be entertained.
23. By participating in this Programme, the Eligible Cardholder agrees to be bound by these Terms and Conditions and the decisions of HSBC.