

AIRASIA - HONG LEONG CREDIT CARD TERMS AND CONDITIONS

Last updated 22 June 2022

The terms and conditions below are to be read together with the Hong Leong Bank Berhad's ("HLB") Cardholder Agreement ("the Agreement"). Save and except for the variations set out below, all the terms and conditions of the Agreement shall apply. In the event of any discrepancy or inconsistency between the terms and conditions of the Agreement and the AirAsia — Hong Leong Credit Card Terms and Conditions herein ("Card T&Cs"), the Card T&Cs shall prevail in so far as they are applicable to the Card.

1. Definitions

- (a) "Card" means the AirAsia Hong Leong Credit Card issued by HLB (with the AirAsia brand) and includes a supplementary card, if applicable.
- (b) "Card Account" means the account of the Principal Cardholder opened in respect of the Card with HLB.
- (c) "Cardholder" means the individual named on the Card to whom the Card is issued by HLB.
- (d) "Principal Cardholder" means the principal Cardholder to whom the Card is issued by HLB.
- (e) "BIGLIFE" means BIGLIFE Sdn Bhd (201001040731 (924656-U)) the owner and operator of the AirAsia Rewards Programme, an indirect subsidiary of AirAsia.
- (f) "AirAsia Rewards Programme" means the frequent flyer programme owned and operated by BIGLIFE. AirAsia Rewards Programme is formerly known as "BIG Loyalty Programme".
- (g) "AirAsia Membership Account" means the AirAsia Rewards membership account to which AirAsia Points are awarded and accrued to AirAsia Members.
- (h) "AirAsia Member" means any person who is recognized by BIGLIFE in its sole discretion as a member of the AirAsia Rewards Programme.
- (i) "AirAsia Points" means the points awarded to an AirAsia Member as part of the Card benefits.
- (j) "AirAsia" means AirAsia Berhad (199301029930 (284669-W)).
- (k) "Merchant" is an individual, firm or company engaged in the business of selling and providing goods and/or services.
- (I) "Card Anniversary" means the date falling one year from the issuance of the Card.
- (m) "**Programme**" means the AirAsia Hong Leong Credit Card programme (a co-brand partnership between HLB and AirAsia) and includes any variations or amendments to the same as may be made by HLB and AirAsia from time to time, at its discretion.
- (n) "Retail Transactions" or "Retail Spend" mean, for the purpose of this Programme, the purchase of any goods or services locally or overseas which have been effected with or charged to the Card but shall exclude:
 - Cash Advance;
 - Quasi Cash i.e. betting and gaming related transactions;
 - Government and JomPAY related transactions;
 - FPX bill payment related transactions
 - Annual Fee;
 - Balance Transfer:
 - Late Payment Charges;
 - Disputed Charges;
 - Fraudulent Charges;
 - Finance Charges;
 - Card Replacement Fee;
 - Delivery Charges;
 - · Cash Payments;
 - Government Tax (if applicable); and
 - Any other fees, charges or penalties incurred by the Cardholder.
- (o) "RM" or "Ringgit" means Ringgit Malaysia.
- (p) "Supplementary Cardholder" means the person to whom a supplementary Card has been issued by HLB upon application by the Principal Cardholder.

Unless the context otherwise requires, words and expressions respectively defined or construed in the Agreement shall have the same meanings when used or referred to herein and words referring to the male gender shall include the female gender and words referring to the singular number shall include plural number and vice versa.



2. AirAsia Rewards Programme is made available to the Principal Cardholder and is subject to the following terms and conditions and the terms and conditions in the Agreement.

AirAsia Points Accumulation

- 3. To be eligible to earn AirAsia Points for Retail Transactions, the Principal Cardholder must be:
 - (a) a registered AirAsia Member under the AirAsia Rewards Programme;
 - (b) have a valid AirAsia Membership Account; and
 - (c) the Card Account must be valid/active, in good standing, not be in delinquent status and must not be in breach of any of the Card Terms and Conditions (including terms and conditions of the AirAsia Rewards Programme) and the terms and conditions of the Agreement.

Eligibility will be revoked if the Principal Cardholder has committed or is suspected of committing any fraudulent, unlawful or wrongful acts in relation to the Card Account and/or other facility or services provided by HLB.

- 4. In the event the Principal Cardholder is not a registered AirAsia Member at the time of application for the Card, the Principal Cardholder hereby authorises and consents to HLB disclosing the personal information of the Principal Cardholder to AirAsia and/or BIGLIFE to facilitate the Principal Cardholder's application for registration with AirAsia and BIGLIFE as a AirAsia Member. The personal information that may be disclosed by HLB shall include the full name, identity card number/passport number, address, date of birth, email address, contact number(s), nationality and gender to process the Principal Cardholder's application to become an AirAsia Member.
- 5. The crediting of AirAsia Points to the Principal Cardholder's AirAsia Membership Account for Retail Transaction and the management of the Principal Cardholder's AirAsia Member ID and management of the Cardholder's AirAsia Membership Account are operated by BIGLIFE and are subject to the terms and conditions of the AirAsia Rewards Programme, including any additional terms and conditional that may be imposed by BIGLIFE from time to time. The AirAsia Rewards Programme membership terms and conditions are available on www.airasia.com or on the airasia Super App mobile application.
- 6. AirAsia Points earned effective from 01 June 2019 will remain valid for a period of twenty-four (24) months from the date the AirAsia Points is credited into the Principal Cardholder's AirAsia Membership Account and it will automatically expire upon completion of the 24-month period.
 - In addition, any AirAsia Points earned and/or credited in the Principal Cardholder's AirAsia Membership Account prior to 31 May 2019 (including 31 May 2019) will remain valid for a period of thirty-six (36) months from the date the AirAsia Points is credited into the Principal Cardholder's AirAsia Membership Account and it will automatically expire upon completion of the 36-month period.
- 7. AirAsia Points are awarded to the eligible Principal Cardholder based on the total posted Ringgit amount of Retail Transactions made with the Card and accumulated on daily basis on per transaction basis and rounded down to the nearest AirAsia Points in the following manner:

Spend Category	AirAsia Platinum Credit Card	AirAsia Gold Credit Card
AirAsia Retail Transaction	RM1 = 6 AirAsia Points	RM1 = 6 AirAsia Points
Local Retail Transaction	RM3 = 1 AirAsia Point	RM5 = 1 AirAsia Point
Overseas Retail Transaction	RM2 = 1 AirAsia Point	RM2 = 1 AirAsia Point

¹AirAsia Retail Transaction refers to Retail Transaction with Merchant Category Code ("**MCC**") 4511, which merchant name consists of keyword 'Air Asia' or 'AirAsia'.

²Local Retail Transaction refers to any Retail Transaction performed in Ringgit Malaysia, regardless of the location where the transaction is performed.

³Overseas Retail Transaction refers to any Retail Transaction performed in foreign currency, i.e., non-Ringgit Malaysia currency, regardless of the location where the transaction is performed.



- 8. For the avoidance of doubt, monthly instalments charged to the Card for Retail Transaction with Extended Payment Plan ("EPP") will also be entitled for AirAsia Points.
- 9. Bonus AirAsia Points are awarded to the eligible Principal Cardholder in the following manner:

Bonus	AirAsia Gold Credit Card	AirAsia Platinum Credit Card
Welcome Bonus	Additional 3,000 AirAsia Points will	Additional 5,000 AirAsia Points will
	be awarded with a minimum Retail	be awarded with a minimum Retail
	Spend of RM1,500 (posted	Spend of RM2,500 (posted
	transactions) within 60 days from	transactions) within 60 days from
	principal Card approval date.	principal Card approval date.
Quarterly Bonus	Additional 3,000 AirAsia Points will	Additional 5,000 AirAsia Points will
	be awarded with a minimum Retail	be awarded with a minimum Retail
	Spend of RM3,000 (posted	Spend of RM5,000 (posted
	transactions) per Calendar Quarter*.	transactions) per Calendar Quarter*.

*Definition of Calendar Quarter:

Quarter 1: 1 January up to and including 31 March Quarter 2: 1 April up to and including 30 June Quarter 3: 1 July up to and including 30 September Quarter 4: 1 October up to and including 31 December

- 10. Welcome Bonus is applicable to New Principal Cardholders upon meeting the criteria as stated under Clause 9 above, capped at ONE (1) fulfilment per Principal Cardholder, regardless of the number of applications and Card(s) approved. Welcome Bonus will be credited to the Principal Cardholder's AirAsia Membership Account by the next statement date within sixty (60) days from the principal Card approval date.
- 11. Quarterly Bonus is applicable to both New-to-Card and existing Principal Cardholder upon meeting the criteria as stated under Clause 9 above, without any capping on the total Quarterly Bonus earned per annum. Quarterly Bonus will be credited to the Principal Cardholder's AirAsia Membership Account at the end of the calendar month following the statement date of the principal Card at the end of each Calendar Quarter.
- 12. AirAsia Points earned by the Supplementary Cardholder will be credited into the AirAsia Membership Account of the Principal Cardholder. Total AirAsia Points earned collectively by the Principal Cardholder and Supplementary Cardholders (collectively referred to as "Cardholders") will be stated in the Principal Cardholder's monthly statement of account for the Card and will be credited to the Principal Cardholder's AirAsia Membership Account.
- 13. For the avoidance of doubt, although AirAsia Points can be awarded in respect of Retail Transactions made by the Supplementary Cardholder, the AirAsia Points will only be credited to the Principal Cardholder's AirAsia Membership Account and only the Principal Cardholder is entitled to make any redemption of the AirAsia Points.
- 14. HLB shall use its best endeavours to cause the AirAsia Points to be credited to the Principal Cardholder's AirAsia Membership Account at the end of the calendar month following the statement date relating to the Card. HLB may however vary the date and the frequency of the crediting of the AirAsia Points at its sole discretion with prior notice. Notwithstanding that the AirAsia Points earned by the Cardholders will be stated in the Principal Cardholder's monthly statement of account for the Card, only AirAsia Points which have been credited into the Principal Cardholder's AirAsia Membership Account can be redeemed. HLB, AirAsia and BIGLIFE will not be liable for any delay and/or omission in processing and crediting of the AirAsia Points into the Principal Cardholder's AirAsia Membership Account where such delay and/or omission is due to no fault of the parties.
- 15. AirAsia Points credited into the Principal Cardholder's AirAsia Membership may only be used towards redemptions under the AirAsia Rewards Programme subject to the terms and conditions determined by BIGLIFE from time to time. To redeem his/her AirAsia Points for AirAsia flights, the Principal Cardholder must log on to his/her AirAsia Rewards Membership Account at



www.airasia.com or airasia Super App mobile application.

- 16. The AirAsia Points earned have no cash or monetary value. Unless otherwise stated, the AirAsia Points earned are neither transferable to any other person or third party or entity nor exchangeable for cash or credit. For the avoidance of doubt, AirAsia Points from an expired or closed Card Account cannot be transferred to any existing or valid Card Account.
- 17. HLB reserves the right and discretion at any time with prior notice to the Cardholder and without liability to the Cardholder to suspend indefinitely, cancel and/or terminate or vary the Programme. Without limiting the generality of the foregoing provisions HLB, AirAsia and BIGLIFE will not be liable to the Cardholder for the suspension, cancellation or termination of the Programme or any benefits available thereunder in the event of any retraction or revocation of any benefits or offers made under the Programme, including any cancellation, suspension, withdrawal and/or alteration in any manner detrimental to the Cardholder.
- 18. The Principal Cardholder shall contact BIGLIFE and liaise directly with BIGLIFE in relation to the redemption of the AirAsia Points or any enquiries or dispute relating to the Principal Cardholder's AirAsia Membership Account with BIGLIFE. HLB will not be responsible or liable to the Principal Cardholder for any acts or omissions by AirAsia and/or BIGLIFE in connection with AirAsia Rewards Programme, including but not limited to the redemption of the AirAsia Points by the Principal Cardholder and any issues relating to the redemption of the AirAsia Points shall be resolves between the Principal Cardholder and AirAsia and/or BIGLIFE without recourse to HLB.
- 19. If the Principal Cardholder's Card is cancelled or terminated by either the Principal Cardholder or HLB, the Principal Cardholder will not be entitled to the AirAsia Points earned on Retail Transactions carried out on the Card which have not been credited into the Principal Cardholder's AirAsia Membership Account, notwithstanding that the AirAsia Points earned may have been posted to the statement of account for the Principal Cardholder's Card. Such AirAsia Points earned will be automatically cancelled and/or forfeited upon cancellation/termination of the Card. If the Cardholder's Card is temporarily suspended, the AirAsia Points earned on the Retail Transactions carried out on the Card which have not been credited into the Principal Cardholder's AirAsia Membership Account but will continue to accumulate ("Accumulated AirAsia Points"). Such Accumulated AirAsia Points will only be credited into the Principal Cardholder's AirAsia Membership Account when the suspension is uplifted. In the event the suspension is not uplifted and the Card is cancelled or terminated, such Accumulated AirAsia Points will be forfeited and the Cardholder shall have no recourse to HLB, AirAsia or BIGLIFE in respect of such forfeited Accumulated AirAsia Points.
- 20. In the event any Retail Transactions are required to be reversed or cancelled on the Card, HLB, with notice to the Principal Cardholder reserves the right to debit the Principal Cardholder's Card Account for the AirAsia Points earned from the Retail Transaction which is required to be reversed or cancelled based on the conversion rate (as defined under Clause 7 above) at the time of such Retail Transaction, if the AirAsia Points earned from the said Retail Transaction have already been redeemed by the Principal Cardholder. If the AirAsia Points earned from the said Retail Transaction has not been redeemed by the Principal Cardholder, the AirAsia Points earned from the said Retail Transactions, which would be reflected in the monthly statement of account for the Card following such reversal or cancellation.
- 21. Retail Transactions carried out on the Card and the conversion thereto to AirAsia Points will be reflected in the monthly statement of account for the Card issued by HLB to the Cardholder. The Cardholder hereby expressly covenants and undertakes with HLB that it shall be the duty of the Cardholder to report to HLB in writing and within such time period as may be specified by HLB in the Agreement of any error, discrepancy or inaccuracy of any kind whatsoever indicated in the monthly statement of account for the Card, particularly in relation to the Retail Transactions relating to the AirAsia Points earned. In the event the Cardholder does not, within the time period specified in the Agreement, notify HLB in writing of any such error, discrepancy or inaccuracy, then the Cardholder shall be deemed to have accepted the entry therein as correct, final and conclusive. Such statement shall be considered as binding against the Cardholder and the Cardholder shall thereafter be precluded from making any claims against HLB by alleging that the said statement contains any error, discrepancy or inaccuracy.



Frequent Flyer Status - Air Asia Rewards Programme

- 22. The Principal Cardholder of AirAsia Platinum card ("AirAsia Platinum") will automatically be qualified for the AirAsia Platinum Membership Status for the AirAsia Rewards Programme for the 1st year only.
- 23. To maintain the AirAsia Platinum Membership Status for the 2nd year onwards, the Principal Cardholder of AirAsia Platinum **MUST:**
 - (a) reach the minimum annual spend requirement of Ringgit Malaysia Twenty Thousand (RM20,000); or
 - (b) achieve the required qualifying flown sectors pursuant to the AirAsia Rewards Programme membership terms and conditions, i.e. having flown twenty-four (24) to forty-nine (49) qualifying flown sectors with AirAsia and/or its affiliates within the preceding twelve (12) months.

The Principal Cardholder of AirAsia Platinum shall be entitled to enjoy the benefits of AirAsia Platinum Membership of the AirAsia Rewards Programme, which could be changed from time to time with notice to the Cardholders

The Cardholder's membership status of the AirAsia Rewards Programme shall be reviewed for requalification for Platinum status based on the Freedom Flyer status tiers as stated on the AirAsia Rewards Programme website at www.airasia.com, on the Card Anniversary month.

AIRASIA BENEFITS AND PRIVILEGES

24. Priority Check-in, Priority Boarding and Xpress Baggage

- (a) Principal Cardholder with AirAsia Platinum Membership Status must login as an AirAsia Member at www.airasia.com or the AirAsia mobile app to book for flights and purchase the flight ticket using Card in order to qualify for Priority Check-in, Priority Boarding and Xpress Baggage at AirAsia's operating locations.
- (b) Priority Check-in, Priority Boarding and Xpress Baggage are subject to availability and only available at limited/selected airports.
 - (i) <u>Priority Boarding</u> will be granted for every flight regardless of the departure location via Zone 1 Boarding access which is printed on the boarding pass;
 - (ii) Priority Check-in will be available only at Premium Flex and/or Premium Flatbed check-in counter at selected airports. As at present date, the Premium Flex and/or Premium Flatbed check-in counter is available at many of AirAsia's operating locations and is subject to change by AirAsia from time to time and at any time especially if the Premium Flex and/or Premium Flatbed check-in counter open in new destinations or if existing ones close.
 - (iii) Xpress Baggage will be granted to the Principal Cardholder of the AirAsia Platinum via priority baggage tagging for checked baggage and this service is available only at the Premium Flex and/or Premium Flatbed check-in counter which is available only at selected airports. As present date, the Premium Flex and/or Premium Flatbed check-in counter is available at many of AirAsia's operating locations and is subject to change by AirAsia from time to time and at any time especially if priority counters open in new destinations or if existing ones close.

GENERAL TERMS & CONDITIONS

- 25. The T&Cs in this document shall be governed by and construed in accordance with the laws of Malaysia and Cardholder agrees to submit to the jurisdiction of the Courts of Malaysia.
- 26. HLB reserves the right upon giving prior notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) any of the terms and conditions herein, including but not limited to, changing and/or withdrawing the Programme ("the Amendment"). Notification to Cardholder in respect of the Amendment shall be effected at HLB's discretion through any one (1) of the following means of communication:
 - (a) by ordinary mail to the Cardholder's last known address;
 - (b) by posting a notice regarding the Amendment at each of HLB's branches;



- (c) by effecting an advertisement regarding the Amendment in one (1) newspaper of HLB's choice;
- (d) via HLB's website at www.hlb.com.my; or
- (e) by other means of notification which HLB may select.

The Amendment shall be deemed as binding on the Cardholder as from the date of notification of the Amendment or from such other date as may be specified by HLB in the notification. The Cardholder agrees not to make any claim or demand for compensation against HLB for any losses or damages suffered or incurred by the Cardholder as a result of the Amendment.

- 27. HLB's decisions on all matters relating to the Programme, including the determination of the AirAsia Points are final and binding.
- 28. AirAsia and BIGLIFE shall bear no responsibility and shall not be liable for any damage, loss (including but not limited to direct, indirect and consequential loss), liability, injury or disappointment incurred or suffered by the Cardholder in connection with or arising from the consumption or acquisition of a product or service acquired through the AirAsia Rewards Programme or in respect of the earning of AirAsia Points. The decision of AirAsia and/or BIGLIFE in relation to every aspect of the AirAsia Rewards Programme benefits shall be deemed final and conclusive under all circumstance and no complaint or dissatisfaction from any Cardholder will be entertained.

If you have any enquiries regarding the terms and conditions, you may seek clarification from our staff who attended to you. Alternatively, please email us at hlonline@hlbb.hongleong.com.my.