

HONG LEONG - AIRASIA CREDIT CARD TERMS AND CONDITIONS

The terms and conditions below are to be read together with the Hong Leong Bank (“the Bank”) Cardholder’s Agreement Terms and Conditions (“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 Hong Leong - AirAsia Credit Card Terms and Conditions herein (“Card Terms and Conditions”), the Card Terms and Conditions shall prevail in so far as they are applicable to the Hong Leong - Hong Leong - AirAsia Credit Card.

1. Definitions:

- (a) “Card” means the Hong Leong - AirAsia Credit Card issued by the Bank and includes a supplementary card, if applicable.
- (b) “Card Account” means the account of the Principal Cardholder with the Bank, opened in respect of the Card.
- (c) “Principal Cardholder” means the principal Cardholder to whom the Card is issued by the Bank.
- (d) “BIG” means the frequent flyer programme owned and operated by Big Loyalty Sdn Bhd (formerly known as Think Big Digital Sdn Bhd (Company Registration No: 924656-U), a subsidiary of AirAsia.
- (e) “BIG Account” means the BIG loyalty membership account to which BIG points are awarded and accrued.
- (f) “BIG Member” means any person who is recognized by AirAsia and/or BIG, in its sole discretion as a member of BIG.
- (g) “BIG Points” means the credits (in points) awarded by AirAsia to a BIG Member.
- (h) “AirAsia” means AirAsia Berhad (Company No.: 284669-W).
- (i) “Merchant” is an individual, firm or company engaged in the business of selling and providing goods and/ or service.
- (j) “Card Anniversary” means the anniversary date of the issuance of the Card.
- (k) “Programme” means the Hong Leong - AirAsia Credit Card programme and includes any variations or amendments to the same as may be made by the Bank from time to time, at its discretion.
- (l) “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;
 - Annual Fee;
 - Balance Transfer;
 - Late Payment Charges;
 - Disputed Charges;
 - Fraudulent Charges;
 - Finance Charges;
 - Card Replacement Fee;
 - Delivery Charges;
 - Cash Payments;
 - Government Tax (if applicable);
 - Any other fees, charges or penalties incurred by the Cardholders.
- (m) “RM” or “Ringgit” means Ringgit Malaysia.
- (n) “Supplementary Cardholder” means the person to whom a supplementary Card has been issued by the Bank upon application by the Principal Cardholder.
- (o) 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.

- This 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.

BIG Points Accumulation

- To be eligible to earn BIG Points, the Principal Cardholder must be a registered BIG Member with AirAsia and 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 and the terms and conditions of the Agreement. Eligibility will be revoked if the Principal Cardholder has committed or suspected of committing any fraudulent, unlawful or wrongful acts in relation to the Card Account and/or other facility or services provided by the Bank.
- In the event the Principal Cardholder is not a registered BIG Member at the time of application for the Card, the Principal Cardholder hereby authorizes and consents the Bank to disclose the personal information of the Principal Cardholder to AirAsia and/or BIG to facilitate the Principal Cardholder's application for registration with AirAsia as an BIG Member. The personal information that may be disclosed by the Bank shall include the full name, identity card number/passport number, address, date of birth, email address, contact number(s), nationality and gender and such other information as may be required by AirAsia and/or BIG to process the Principal Cardholder's application as a BIG Member.
- BIG 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 BIG Points in the following manner:

Retail Transaction	Hong Leong - Hong Leong - AirAsia Gold Credit Card	Hong Leong - Hong Leong - AirAsia Platinum Credit Card
AirAsia ¹	RM1 = 6 BIG Points	RM1 = 6 BIG Points
Overseas ² (non-Malaysian Ringgit)	RM2 = 1 BIG Point	RM2 = 1 BIG Point
Local ³ (Malaysian Ringgit)	RM5 = 1 BIG Point	RM3 = 1 BIG Point

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

² **Overseas Retail Transaction** refers to any Retail Transaction performed in foreign currency, i.e. non-Malaysian Ringgit currency, regardless of the location where the transaction is performed.

³ **Local Retail Transaction** refers to any Retail Transaction performed in Malaysian Ringgit, regardless of the location where the transaction is performed.

- Bonus BIG Points are awarded to the eligible Principal Cardholder in the following manner:

	Hong Leong - AirAsia Gold Credit Card	Hong Leong - AirAsia Platinum Credit Card
Welcome Bonus	Additional 3,000 BIG Points will be awarded with minimum Retail Spend of RM1,500 (posted transactions) within 60 days from Principal Card approval date.	Additional 5,000 BIG Points will be awarded with minimum Retail Spend of RM2,500 (posted transactions) within 60 days from Principal Card approval date.

Quarterly Bonus	Additional 3,000 BIG Points will be awarded with minimum Retail Spend of RM3,000 (posted transactions) per Calendar Quarter*.	Additional 5,000 BIG Points will be awarded with minimum Retail Spend of RM5,000 (posted transactions) per Calendar Quarter*.
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*** 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

7. Welcome Bonus is applicable to both New-to-Card and Existing-to-Card Principal Cardholder upon meeting the criteria as stated in Clause 6 above, capped at ONE fulfillment per Principal Cardholder, regardless of the number of applications and Card(s) approved. Welcome Bonus will be credited to the Principal Cardholder's BIG Account by the next statement date within 60 days from the Card approval date.
8. Quarterly Bonus is applicable to both New-to-Card and Existing-to-Card Principal Cardholder upon meeting the criteria as stated in Clause 6 above, without any capping on the total Quarterly Bonus earned per annum. Quarterly Bonus will be credited to the Principal Cardholder's BIG Account at the end of the calendar month following the statement date of the Card at the end of each Calendar Quarter.
9. BIG Points earned by the Supplementary Cardholder will be credited into the BIG Account of the Principal Cardholder. Total BIG Points earned collectively by the Principal Cardholder and Supplementary Cardholders (collectively referred to as "Cardholders") will be stated in the Principal Cardholder's monthly Card statement of account and will be credited to the Principal Cardholder's BIG Account .
10. For the avoidance of doubt, although BIG Points can be awarded in respect of Retail Transactions made by the Supplementary Cardholder, however, the BIG Points will only be credited to the Principal Cardholder's BIG Account and only the Principal Cardholder is entitled to make any redemption of the BIG Points.
11. The Bank shall use its best endeavours to cause the BIG Points to be credited to the Principal Cardholder's BIG account at the end of the calendar month following the statement date relating to the Card. The Bank may however vary the date and the frequency of the crediting of the BIG Points at its sole and absolute discretion with prior notice. Notwithstanding that the BIG Points earned by the Cardholders will be stated in the Principal Cardholder's monthly Card statement of account, only BIG Points which have been credited into the Principal Cardholder's BIG Account can be redeemed. The Bank will not be liable for any delay and/ or omission in processing and crediting of the BIG Points into the Principal Cardholder's BIG account.
12. BIG Points credited into the Principal Cardholder's BIG Account may only be used towards redemptions made under the BIG programme subject to such terms and conditions which are imposed by AirAsia and/or BIG as may be amended from time to time.
13. The BIG Points earned have no cash or monetary value. Unless otherwise stated, the BIG 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, BIG Points from an expired or closed Card Account cannot be transferred to any existing Card Account.
14. The Bank reserves the absolute right and discretion at any time with prior notice without having to assign any reason to the Cardholders and without liability to the Cardholders to suspend indefinitely, cancel and/ or terminate or vary the Programme. Without limiting the generality of the foregoing provisions the Bank

will not be liable to the Cardholders for the suspension, cancellation or termination of the Programme or any benefits available thereunder in the event AirAsia and/or BIG retracts or revokes any benefits or offers made under the Programme, including any cancellation, suspension, withdrawal and/or alteration of BIG in any manner detrimental to the Bank and/ or Cardholders.

15. The Principal Cardholder shall contact AirAsia and liaise directly with AirAsia in relation to the redemption of the BIG Points or any enquiries or dispute relating to the Principal Cardholder's BIG Account with AirAsia. The Bank will not be responsible or liable to the Principal Cardholder for any acts or omissions by AirAsia in connection with BIG, including but not limited to the redemption of the BIG Points by the Principal Cardholder.
16. If the Principal Cardholder's Card is cancelled or terminated by either the Principal Cardholder or the Bank, the Principal Cardholder will not be entitled to the BIG Points earned on Retail Transactions carried out on the Card which have not been credited into the Principal Cardholder's BIG account notwithstanding that the BIG Points earned may have been posted to the Principal Cardholder's Card statement of account. Such BIG Points earned will be automatically cancelled and/or forfeited upon cancellation/ termination of the Card. If the Cardholder's Card is temporarily suspended, the BIG Points earned on the Retail Transactions carried out on the Card which have not been credited into the Principal Cardholder's BIG Account will not be credited into the Principal Cardholder's BIG Account but will continue to accumulate ("Accumulated BIG Points"). Such Accumulated BIG Points will only be credited into the Principal Cardholder's BIG Account with AirAsia when the suspension is uplifted. In the event the suspension is not lifted and the Card is cancelled or terminated, such Accumulated BIG Points will be forfeited and the Cardholder shall have no recourse to the Bank or AirAsia in respect of such forfeited Accumulated BIG Points.
17. In the event any Retail Transactions are required to be reversed or cancelled on the Card which shall be determined at the sole discretion of the Bank without incurrance of any liability by the Bank, the Bank reserves the right at its sole and absolute discretion to debit the Principal Cardholder's Card account for the BIG Points earned from the Retail Transaction which is required to be reversed or cancelled based on such conversion rate as the Bank shall in its sole and absolute discretion determine, if the BIG Points earned from the said Retail Transaction have already been redeemed by the Principal Cardholder.
18. Retail Transactions carried out on the Card and the conversion thereto to BIG Points will be reflected in the monthly Card statement of account issued by the Bank to the Cardholder. The Cardholder hereby expressly covenants and undertakes with the Bank that it shall be the duty of the Cardholder to report to the Bank in writing and within such time period as may be specified by the Bank in the Agreement of any error, discrepancy or inaccuracy of any kind whatsoever indicated in the monthly Card statement of account, particularly in relation to the Retail Transactions relating to the BIG Points earned. In the event the Cardholder does not within the time period specified in the Agreement notify the Bank in writing of any such error, discrepancy or inaccuracy then the Cardholder shall be deemed to have accepted the entry therein as correct and as final and conclusive evidence of the facts contained therein and the statement shall be considered as binding against the Cardholder and the Cardholder shall thereafter be precluded from making any claims against the Bank by alleging that the said statement contains any error, discrepancy or inaccuracy.

Platinum Frequent Flyer Status (only applicable to Hong Leong - AirAsia Platinum Credit Card)

19. AirAsia Platinum Principal Cardholder will be automatically upgraded to BIG Frequent Flyer Platinum status ("FFP Status") for the first Card membership year. FFP Status for subsequent years shall be subject to a minimum annual Retail Spend of RM20,000.
20. Privileges offered for FFP Status will be solely determined by AirAsia. The Bank will not be responsible or liable to the Principal Cardholder for any acts or omissions by AirAsia in connection with FFP.

General Terms and Conditions

21. The terms and conditions in this document shall be governed by and construed in accordance with the laws of Malaysia and Cardholders agree to submit to the jurisdiction of the Courts of Malaysia.
22. The Bank reserves the right upon giving prior notice to vary (whether by addition, deletion, modification, amendment or otherwise howsoever)(the "Amendment") any of the terms and conditions herein, including but not limited to, changing and/ or withdrawing the Programme. Notification to Cardholders in respect of the Amendment shall be effected at the Bank's absolute discretion through any one of the following means of communication, namely, by ordinary mail to the Cardholders last known address or by posting a notice regarding the Amendment at each of the Bank's branches or by effecting an advertisement regarding the Amendment in one (1) newspaper of the Bank's choice, or via the Bank's website at www.hlb.com.my or by other means of notification which the Bank may select and 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 the Bank in the notification. The Cardholder agrees not to make any claim or demand for compensation against the Bank for any losses or damages suffered or incurred by the Cardholder as a result of the Amendment.
23. The Bank's decisions on all matters relating to the Programme, including the determination of the BIG Points are final and binding.