## TERMS & CONDITIONS GOVERNING THE PREMIER TRAVEL MASTERCARD CREDIT CARD FOR MASTERCARD TRAVEL PASS BY DRAGONPASS PROGRAMME

## **DEFINITION**

- 1. "Bank" or "We" or "Our" or "Us" refers to HSBC Bank Malaysia Berhad (Registration No. 198401015221 (127776-V)).
- 2. "Programme" refers to Mastercard Travel Pass by Dragonpass Programme.
- 3. "Membership" refers to Mastercard Travel Pass by Dragonpass Programme.
- 4. "Cardholders" or "You" or "Your" refers to all primary cardholders of HSBC Premier Travel Mastercard Credit Card excluding the following categories of persons:
  - a) Cardholder(s) of HSBC Premier Travel Mastercard Credit Cards that are not issued in Malaysia; and/or
  - b) Cardholder(s) of invalid or cancelled HSBC Premier Travel Mastercard Credit Cards and/or whose accounts are delinquent within HSBC's definition; and/or
  - c) Cardholder(s) of company and/or corporate HSBC Premier Travel Mastercard Credit Cards.
- 5. "HSBC Credit Card" refers to a HSBC Premier Travel Mastercard Credit Card issued in Malaysia.
- 6. "Lounge(s)" or "Service Provider(s)" refers to participating lounges offered by Dragonpass where You stand to enjoy complimentary visits.
- 7. "Programme Period" refers to dates from 13 August 2025 to 31 December 2026 (both dates inclusive), subject to change from time to time.

## **THE PROGRAMME**

- 8. To access a participating lounge, You are required to follow the steps below:
  - (i) **Download the Mastercard Travel Pass** ("MTP") **App** from the App Store or Google Play and register for a Dragonpass membership account by providing Primary Cardholder's Card number and filling up with the requisite details; AND
  - (ii) **Present the QR code** displayed on the MTP App to the customer service representative of the respective Service Provider .

You may refer to the step-by-step guide on how to download MTP App and register for membership here.

- 9. You are entitled to 12 Lounge visits per calendar year ("**Entitlement**") during the Programme Period. This means that You will be charged from 13<sup>th</sup> visit onwards according to the rates determined by the respective Service Providers.
  - Please refer to the MTP App for all the complete list of Lounges under this Programme.
- 10. Duration of each of Your Entitlement varies across Service Providers. Please check with the respective Service Providers before entering.
- 11. You will be charged if You are bringing any supplementary cardholder(s) and/or additional guest(s) according to the rates determined by the Service Providers. Any accompanying infants (aged 2 below) can visit the lounges free of charge provided they are accompanied by You.

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- 12. Availability of Lounge services is subject to the capacity of the Lounge operators and may not be available in the event of high traffic caused by flight or train delays.
- 13. In the event a Cardholder cancels their Card, the corresponding Dragonpass membership shall be terminated effective from the cancellation date of their Card.
- 14. Any unused Entitlement for any given calendar year cannot be carried forward or refunded in any circumstances.
- 15. The Entitlement is non-transferable to any other party and not exchangeable for other goods or cash.
- 16. Upon signing up and registering for the MTP by Dragonpass membership account, You are deemed to have accepted Dragonpass's terms and conditions, including but not limited to:-
  - (i) Dragonpass Terms and Conditions (accessible at <a href="https://mastercardtravelpass.dragonpass.com/terms-and-conditions">https://mastercardtravelpass.dragonpass.com/terms-and-conditions</a>) (in terms of Services, only Standard Lounge Access terms are applicable);
  - (ii) Dragonpass Privacy Policy (accessible at <a href="https://mastercardtravelpass.dragonpass.com/privacy-policy">https://mastercardtravelpass.dragonpass.com/privacy-policy</a>); and
  - (iii) Mastercard Travel Pass Terms of Use (accessible at https://mastercardtravelpass.dragonpass.com/terms-of-use),

(collectively known as "**Dragonpass Terms and Conditions**") which subject to changes from time to time. In the event of inconsistency between Dragonpass Terms and Conditions and these Terms and Conditions, these terms and conditions shall prevail in relation to the Entitlement under this Programme.

17. We are not the supplier of the goods and/or services provided by the Service Provider involved in this Programme. 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 usage of the Entitlement under this Programme.

## **GENERAL TERMS & CONDITIONS**

- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.

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- 22. 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 4<sup>th</sup> 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 3<sup>rd</sup> day after posting, notices sent via other modes as described herein are deemed delivered immediately after posting/publication/display.

- 23. 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.
- 24. 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 <a href="https://www.hsbc.com.my">www.hsbc.com.my</a> includes:

- a. Generic Terms & Conditions;
- b. Specific Terms & Conditions for HSBC Premier and HSBC Advance;
- c. Specific Terms & Conditions for Wealth & Personal Banking; and
- d. Cardholder Agreement for HSBC Credit Cards.
- 25. You are reminded that You will be responsible for all applicable government taxes or levies relating to the Entitlement and/or the Programme (if applicable).
- 26. Our decision on all matters shall be final and binding.

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