

TERMS OF USE

MASTERCARD® FLIGHT DELAY PASS TERMS OF USE

Please read these terms and conditions carefully before registering for Flight Delay Pass.

1. Parties Flight Delay Pass

Flight Delay Pass is carried out on behalf of Mastercard by Collinson Service Solutions Limited and its affiliates (“**we/us/our**”) Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. By entering into these terms and conditions, you agree that you are legally capable of entering into a binding contract and you are at least 18 years old. You also agree with our privacy policy found here <http://flightdelaypass.mastercard.com/privacypolicy>.

2. Eligibility

To access this service you must register for Flight Delay Pass at the following address <https://flightdelaypass.mastercard.com/HSBCVIP>. You will be asked to enter your full Mastercard payment card number to validate eligibility. You acknowledge that not all flights are eligible for registration.

Flight Delay Pass is provided at our discretion and only selected scheduled commercial flights are eligible for registration. Charter flights are not eligible for registration. Each leg of a multi-leg journey requires its own, separate, flight registration, unless all legs of the journey share the same flight number.

Flight Delay Pass may only be used for flights which you and your travel companions, if applicable, have a valid airline ticket, and you undertake not to register flights for which you and your travel companions do not have a valid airline tickets.

3. How to use Flight Delay Pass

You will become eligible for Flight Delay Pass if you register your flight at least 0 hours before the scheduled departure time. We reserve the right not to provide Flight Delay Pass if you fail to accurately register your details or the details of your travel companions, if applicable.

You can register any flight where a LoungeKey™ lounge is available, and if the airline accurately reports the delay to our flight tracking system. If you try to register a flight that does not meet these conditions, the system will inform you of this and you will not be able to register including where you register a flight for which you and your travel companion do not have a valid airline ticket.

A flight registration cannot be amended after a registration has been submitted. You will have to cancel your existing registration and re-register with the new details. Cancellation and registration less than 0 hours prior to the flight’s scheduled departure will not be allowed.

The departure of your flight will be monitored by our flight tracking system. Subject to successful prior registration and lounge availability, Flight Delay Pass will provide you with lounge access via LoungeKey™ in the event that our flight tracking system identifies that your flight is delayed by more than 1½ hours (the “**Delay Threshold**”). Flights that are cancelled or rescheduled for the next day (24 hours after the flight’s scheduled departure time) will not be deemed as delayed and you will not be eligible to receive Flight Delay Pass.

If the Delay Threshold is met, you will receive an SMS to notify you of the lounge access voucher you would be receiving, following which the lounge access voucher will be sent to your registered email address and also via SMS to your registered mobile number. Access to SMS or the email you provided

at registration and the ability to display your lounge access voucher is a condition of use of the Flight Delay Pass.

A delay which matches or exceeds the Delay Threshold can be announced as one single period of delay or as a result of a consequence of multiple incremental shorter delays totalling the Delay Threshold. We will rely solely on our flight tracking system to determine if you have become eligible for lounge access. You accept that we do not warrant the accuracy of the flight tracking system and you will not rely on it to track your flight departure time.

In the event of a qualifying Delay Threshold is met, a lounge access voucher will be provided to your email address for you on the same day of your flight travel. It cannot be used on any other day of your travel.

Only the named individuals in the email confirmation will be eligible to receive Flight Delay Pass.

Flight Delay Pass is provided to you on a non-transferable, non-refundable and non-changeable basis. No cash or credit alternatives will be offered.

You expressly accept all conditions of use that are applicable to the service (“**Conditions of Use**”) provided by us. Our terms and conditions for lounge access can be found here: <https://loungefinder.loungekey.com/pass/conditions-of-use>.

Where applicable, by accessing the lounge, you agree to abide by the rules and policies of the lounge. Flight Delay Pass is provided to you compliments of your Issuing Bank. There is no additional charge for Flight Delay Pass or access to the lounges.

You and your travel companions acknowledge that additional dining options and business or conference facilities available to lounge guests may be subject to additional charges. You and your travel companions will remain solely liable for such charges. We will not be held liable for such charges howsoever rising.

4. Price and Payment

Flight Delay Pass is free of charge. Client reserves the right to amend the fee from time to time.

In the event you enter a lounge on reliance of a flight which is not a qualifying flight, you may be charged the applicable fee for your use of the lounge.

5. Liability

If we fail to comply with these terms and conditions, we will only be liable for the issuance of a participating lounge access replacement voucher. Replacement vouchers are non-refundable and cannot be exchanged for cash. We will not be liable to reimburse you for any out of pocket costs or expenses or lounge access costs incurred by you should you choose to access the lounge at your own cost.

We will not be liable for losses that result from our failure to comply with these terms and conditions that fall into the following categories:

- loss of income or revenue;
- loss of business;
- loss of profits; or
- loss of anticipated savings.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an event outside our control. An event outside our

control means any act or event beyond our reasonable control, including without limitation, strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

Nothing in these terms and conditions exclude or limit our liability for any matter for which it would be illegal for us to exclude or attempt to exclude our liability.

Where you use the services of any participating airport lounge, any losses or liability arising out of, or in connection with using such lounge will be the liability of the participating lounge. We will not participate in any dispute between you and any participating lounge. We do not give any warranty for any goods or services accessed through the participating lounges.

You agree that you will defend and indemnify us, and our companies, directors, officers, employees and agents (collectively 'the indemnified parties') against and hold each indemnified party harmless from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including reasonable 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 service by you, except that such indemnification will not extend to acts of gross negligence or willful misconduct by the indemnified parties.

6. Term and Cancellation

The term of these terms and conditions will end if the Flight Delay Pass is revoked by Mastercard.

7. Notices

You accept that communication with us will mainly be electronic. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

8. Right to Amend and Revoke This Agreement

We have the right to amend or terminate these terms and conditions with immediate effect at any time.

9. Customer Service

If you have a complaint about any aspect of Flight Delay Pass, please contact Flight Delay Pass customer service via phone or email details of which are on the Contact Us page on the Flight Delay Pass website.

Upon receiving a customer complaint we will confirm a final response or notify you how long a final response can be expected.

10. Other Important Terms

We may transfer our rights and obligations under these terms and conditions to another organisation, and we will notify you in writing if this happens, but this will not affect your rights or our obligations under these terms and conditions.

This contract is between you and us. No other person will have any rights to enforce any of its terms.

Each of the paragraphs of these terms and conditions operate separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these terms and conditions, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

If there is any conflict in meaning between the English language version of these terms and conditions and any version or translation of these terms and conditions, the English language version will prevail. These terms are governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.