

AIRASIA - HONG LEONG CREDIT CARD TERMS AND CONDITIONS

Last updated 27 October 2021

The terms and conditions below are to be read together with the Hong Leong Bank Berhad's ("the **Bank**") 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 Terms and Conditions**"), the Card Terms and Conditions 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 the Bank (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 the Bank.
- (c) "**Cardholder**" means the individual named on the Card to whom the Card is issued by the Bank.
- (d) "**Principal Cardholder**" means the principal Cardholder to whom the Card is issued by the Bank.
- (e) "**BIGLIFE**" means BIGLIFE Sdn Bhd (Company Registration No: 201001040731 (924656-U) the owner and operator of the BIG Loyalty Programme, an indirect subsidiary of AirAsia.
- (f) "**BIG Loyalty Programme**" means the frequent flyer programme owned and operated by BIGLIFE whereby Cardholders can earn BIG Points for spend on the Card. BIG Loyalty Programme is formerly known as "BIG". (f) "BIG Account" means the BIG loyalty membership account to which BIG points are awarded and accrued.
- (g) "**BIG Member**" means any person who is recognized by BIGLIFE in its sole discretion as a member of BIG Loyalty Programme.
- (h) "**BIG Points**" means the points awarded to a BIG Member as part of the Card benefits.
- (i) "**AirAsia**" means AirAsia Berhad (Company No.: 284669-W).
- (j) "**Merchant**" is an individual, firm or company engaged in the business of selling and providing goods and/ or service.
- (k) "**Card Anniversary**" means the anniversary date of the issuance of the Card.
- (l) "**Programme**" means the AirAsia - Hong Leong Credit Card programme (a co-brand partnership between Bank and AirAsia) and includes any variations or amendments to the same as may be made by the Bank and AirAsia from time to time, at its discretion.
- (m) "**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);
 - Any other fees, charges or penalties incurred by the Cardholders.
- (n) "**RM**" or "**Ringgit**" means Ringgit Malaysia.
- (o) "**Supplementary Cardholder**" means the person to whom a supplementary Card has been issued by the Bank 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. 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

3. To be eligible to earn BIG Points for Card spend, the Principal Cardholder must be:
 - (a) a registered BIG Member under the BIG Loyalty Programme;
 - (b) have a valid BIG 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 BIG Loyalty Programme) 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.

4. 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 BIGLIFE to facilitate the Principal Cardholder's application for registration with AirAsia and BIGLIFE as a 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 to process the Principal Cardholder's application as a BIG Member.
5. The issuance of BIG Points to the Principal Cardholder's BIG Account for Retail Transaction and the management of the Principal's Cardholder's BIG Member ID and management of the Cardholder's BIG Account are operated by BIGLIFE and are subject to the terms and conditions of the BIG Loyalty Programme, including any additional terms and conditional that may be imposed by BIGLIFE from time to time. The BIG Loyalty Programme membership terms and conditions are available on www.airasiabig.com or on the BIG Loyalty mobile application
6. BIG Points earned effective from 1 June 2019 will remain valid for a period of twenty-four (24) months from the date of issuance in Principal Cardholder's BIG Account and it will automatically expire upon completion of the 24th month period.

In addition, any BIG Points earned and/or credited in the Principal Cardholder's BIG Account prior to 31 May 2019 (including 31 May 2019) will remain valid for a period of thirty-six (36) months from the date of issuance and it will automatically expire upon completion of the 36th month period.

7. 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:

Spend Category	AirAsia Platinum Credit Card	AirAsia Gold Credit Card
AirAsia Retail Transaction	MYR 1 = 1BIG Point	MYR 1 = 1 BIG Point
Local Retail Transaction	MYR 3 = 1 BIG Point	MYR 5 = 1 BIG Point
Overseas Retail Transaction	MYR 2 = 1 BIG Point	MYR 2 = 1 BIG 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 Malaysian Ringgit, regardless of the location where the transaction is performed.

³Overseas 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.

8. Bonus BIG 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 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*.

* 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

9. Welcome Bonus is applicable to both New-to-Card and existing Principal Cardholder upon meeting the criteria as stated in Clause 8 above, capped at ONE fulfilment 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 principal Card approval date.
10. Quarterly Bonus is applicable to both New-to-Card and existing Principal Cardholder upon meeting the criteria as stated in Clause 8 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 principal Card at the end of each Calendar Quarter.
11. For the avoidance of doubt, monthly instalments charged to the Card for Retail Transaction with Extended Payment Plan ("**EPP**") will also be entitled for BIG Points.
12. 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 statement of account for the Card and will be credited to the Principal Cardholder's BIG Account.
13. For the avoidance of doubt, although BIG Points can be awarded in respect of Retail Transactions made by the Supplementary Cardholder, 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.
14. 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 statement of account for the Card, only BIG Points which have been credited into the Principal Cardholder's BIG Account can

be redeemed. The Bank, AirAsia and BIGLIFE 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 where such delay and/or omission is due to no fault of the parties.

15. BIG Points credited into the Principal Cardholder's BIG Account may only be used towards redemptions under the BIG Loyalty Programme subject to the terms and conditions determined by BIGLIFE from time to time. To redeem his/her BIG Points for AirAsia flights, the Principal Cardholder must log on to his/her BIG Loyalty Membership account at www.airasiabig.com or BIG Loyalty mobile application.
16. 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 or valid Card Account.
17. The Bank reserves the absolute right and discretion at any time with prior notice 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, AirAsia and BIGLIFE will not be liable to the Cardholders 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 Cardholders.
18. The Principal Cardholder shall contact BIGLIFE and liaise directly with BIGLIFE in relation to the redemption of the BIG Points or any enquiries or dispute relating to the Principal Cardholder's BIG Account with BIGLIFE. The Bank will not be responsible or liable to the Principal Cardholder for any acts or omissions by AirAsia and/or BIGLIFE in connection with BIG Loyalty Programme, including but not limited to the redemption of the BIG Points by the Principal Cardholder.
19. 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 statement of account for the Principal Cardholder's Card. 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 when the suspension is uplifted. In the event the suspension is not uplifted and the Card is cancelled or terminated, such Accumulated BIG Points will be forfeited and the Cardholder shall have no recourse to the Bank, AirAsia or BIGLIFE in respect of such forfeited Accumulated BIG Points.
20. 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.
21. Retail Transactions carried out on the Card and the conversion thereto to BIG Points will be reflected in the monthly statement of account for the Card 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 statement of account for the Card, 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, 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 the Bank by alleging that the said statement contains any error, discrepancy or inaccuracy.

Frequent Flyer Status - BIG Loyalty Program

22. The Principal Cardholders of AirAsia Platinum card (“**AirAsia Platinum**”) will automatically be qualified for the BIG Platinum Membership Status of the BIG Loyalty Program (operated by AirAsia’s indirect subsidiary and program partner, BIG) for the 1st year only.
23. To maintain the BIG Platinum Membership Status for the 2nd year onwards, the Principal Cardholders 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 BIG Loyalty Programme membership terms and conditions i.e. having flown twenty-four (24) to forty-nine (49) qualifying flow 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 BIG Platinum Membership of the BIG Loyalty Programme unless new AirAsia co-brand credit cards are to be launched with different set of customer value proposition as determined by AirAsia and Hong Leong Bank Berhad.

The Cardholder’s membership status of the BIG Loyalty Program shall be reviewed for re-qualification for Platinum status through Freedom Flyer membership tiers based on the anniversary month pursuant to the date of issuance of the Card.

AIRASIA BENEFITS AND PRIVILEGES

24. Inflight WiFi

Inflight WiFi is only for the Principal Cardholder of AirAsia Platinum only and subject to Air Asia WiFi’s Terms of Use (which is available at @wifi.airasia.com), and contain, inter alia, the following terms and conditions:

- (a) One time use only and strictly **subject to** availability and for a limited period only;
- (b) Only accessible by the Cardholder after activation of the AirAsia Platinum Credit Card and upon linkage of Cardholder’s Card to his/her BIG Loyalty membership account;
- (c) The AirAsia WiFi 2MB Chats Plan is available on selected AirAsia AK flights ONLY. AirAsia WiFi 2MB Chats Plan is WiFi enabled and can be used for WhatsApp, WeChat, LINE, Kakao Talk & Viber apps only;
- (d) Details and/or terms of use of Inflight WiFi are subject to Air Asia’s availability and Air Asia WiFi’s Terms of Use;
- (e) Not all AirAsia planes are WiFi enabled and hence this benefit may not be available on all AirAsia flights.

25. Priority Check-in*, Priority Boarding* and Xpress Baggage*

- (a) The Principal Cardholders of AirAsia Platinum who have activated their AirAsia Platinum Card are qualified for an instant upgrade to BIG Platinum Membership Status. Principal Cardholders with BIG Platinum Membership Status must login as a BIG Member at www.airasia.com or the AirAsia mobile app to book for flights 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) Priority Boarding 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.

* **IMPORTANT:** The Priority Check-in, Priority Boarding and Xpress Baggage benefits will not be available immediately when the Principal Cardholders of AirAsia Platinum apply for and/or receive their AirAsia Platinum Card(s) and is subject to AirAsia's confirmation of when these benefits will be made available to Cardholders.

General Terms and Conditions

- 26. 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.
- 27. The Bank 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 Cardholders in respect of the Amendment shall be effected at the Bank's absolute discretion through any one of the following means of communication:
 - (a) by ordinary mail to the Cardholders last known address;
 - (b) by posting a notice regarding the Amendment at each of the Bank's branches;
 - (c) by effecting an advertisement regarding the Amendment in one (1) newspaper of the Bank's choice;
 - (d) via the Bank's website at www.hlb.com.my; or
 - (e) by other means of notification which the Bank 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 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.

- 28. The Bank's decisions on all matters relating to the Programme, including the determination of the BIG Points are final and binding.
- 29. 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 Cardholders in connection with or arising from the consumption or acquisition of a product or service acquired through the BIG Loyalty Programme or in respect of the earning of BIG Points. The decision of AirAsia and/or BIGLIFE in relation to every aspect of the BIG Loyalty Programme benefits shall be deemed final and conclusive under all circumstance and no complaint or dissatisfaction from any Cardholders will be entertained