

Terms and Conditions for the Priority Pass Associate Membership issued to Hang Seng UnionPay RMB Diamond Commercial Card Cardmember

1. Successful applicant for Priority Pass Associate Membership ("Priority Pass Membership") will be offered a Priority Pass Membership with 12-month validity commencing from the Priority Pass card issue date, subject to Cause 6 below ("Validity Period"). For new successful applications of the Hang Seng UnionPay RMB Diamond Commercial Card ("Commercial Card") and the Priority Pass Membership, the Priority Pass card issue date shall be the same as the Commercial Card issue date.
2. Successful applicant may use the Priority Pass card to enjoy free access of the airport VIP lounges worldwide which are provided by Priority Pass (A.P.) Limited ("PP") during the Validity Period. For the latest information on the locations of the airport VIP lounges, please visit www.prioritypass.com.
3. Successful applicant may bring guests to use the airport VIP lounges and Hang Seng Bank Limited ("Hang Seng") will charge a fixed sum of **CNY160 per guest per visit** from the Commercial Card account of the respective Authorised Card User.
4. If Authorised Card User uses the Priority Pass card to enjoy free access of the airport VIP lounges, the Cardmember and Authorised Card User are required to accept and agree to use the Commercial Card for spending of at least CNY5,000 within the Validity Period ("Spending Requirement"). **If the Cardmember and Authorised Card User fail to meet the Spending Requirement, Hang Seng will charge a fixed amount of annual Administrative Fee, being CNY500**, and such fee will be debited directly from the Commercial Card account upon the end of the Validity Period. However, if the Authorised Card User has not used the Priority Pass card to visit any airport VIP lounge during the Validity Period, the Cardmember and Authorised Card User are not required to pay this annual Administrative Fee.
5. Eligible transactions for the calculation of the Spending Requirement include retail spending in the Validity Period only, but exclude the redemption of Cash Dollars / Merchant Dollars, casino chip purchase, cash advance, handling fees for cash advances, finance charges, late charges, other card-related service charges and transactions which are unposted / unauthorized / cancelled / refunded / found to be fraudulent.
6. For the avoidance of doubt, if the Commercial Card is cancelled or terminated owing to whatever reason during the Validity Period, the Priority Pass Membership will be automatically cancelled as well. **If the Cardmember and Authorised Card User have not fulfilled the Spending Requirement on or before the date of cancellation or termination of the Commercial Card, Hang Seng will charge a fixed amount of Administrative Fee, CNY500, from the Commercial Card account.**
7. The Priority Pass card will be automatically renewed and a new card will be delivered to the Authorised Card User each year. The Spending Requirement and all fees and charges are subject to change upon the renewal and will be shown in the correspondence accompanying the new card. Once the Authorised Card User uses the renewed Priority Pass card to access any airport VIP lounges the Cardmember and Authorised Card User will be deemed to have accepted and agreed with the revised Spending Requirement and fees and charges.
8. The privileges bought by the Priority Pass Membership are not transferable, and cannot be redeemed or exchanged for cash, other products or discounts, or used in conjunction with other privileges, offers, discounts, discount coupons, cash coupons, cake coupons or membership benefits / VIP card / VIP bonus point programmes of respective merchants.
9. The Cardmember and Authorised Card User shall be responsible for notifying Hang Seng each time the Priority Pass card is lost, damaged or stolen. The Authorised Card User may also cancel his/her Priority Pass card by notifying Hang Seng. It is a condition that such notification must be made by calling our 24-hour Customer Service Hotline (852) 2998 8222. For the avoidance of doubt, the Cardmember and Authorised Card User shall remain liable for the charges of all lounge visits made by guest(s) made prior to the date when the notification of the Priority Pass card being lost, damaged or stolen or request to cancel the Priority Pass card is actually received by Hang Seng. **A charge of CNY100 will be levied for replacement card.**
10. Hang Seng has no control over the opening times, facilities, service or personnel of the airport VIP lounges participating in Priority Pass Program. The said lounges are subject to the administrative procedures of the individual lounge owner/operators and may alter at any time without prior notification to Hang Seng. Hang Seng shall not be liable for any loss, consequential loss or damages suffered by the Authorised Card User and/or the accompanying guest(s) as a result of any alteration in any lounge owner/operator's administrative procedures or lounge facilities or opening times, or, for any wrongful, incomplete or inaccurate information relating to the Priority Pass Program given to the Authorised Card User and/or the accompanying guest(s) by any lounge owner/operator's employees or agents.

Terms and Conditions for the Priority Pass Associate Membership issued to Hang Seng UnionPay RMB Diamond Commercial Card Cardmember (con'd)

11. **The Priority Pass Program is owned and administered by PP. Hang Seng has no control of the Priority Pass Program and the facilities or services offered under the Priority Pass Program, is not responsible for the quality and availability of any facilities or services and shall accept no liability in connection therewith. Hang Seng is also not responsible for any transaction between the Authorised Card User and PP or the individual airport VIP lounge owner/operators. Hang Seng has no obligation to make any refund or compensation in case of any dispute between the Authorised Card User and PP or the individual lounge owner/operators.**
12. The Cardmember and Authorised Card User are obliged to observe these terms and conditions and the latest Conditions of Use laid down by PP. The Conditions of Use is available from PP's website, namely, www.prioritypass.com, or other websites as designated by PP from time to time.
13. Hang Seng & PP reserve the right to suspend, vary or terminate the Priority Pass Membership offer and to amend these terms and conditions and all applicable terms and conditions from time to time.
14. In case of dispute, the decision of Hang Seng & PP shall be final.
15. In case of any discrepancy between the English and Chinese versions of these terms and conditions, the English version shall prevail.