MASTERCARD® 'FLIGHT DELAY PASS' TERMS OF USE

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

Parties to Flight Delay Pass

Mastercard Flight Delay Pass is provided on behalf of Mastercard by Collinson Insurance Services Limited and its affiliates ("we/us/our" throughout this agreement). By entering into this agreement, 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.

Eligibility

The benefit is available to eligible cardholders (You) and up to four additional travelling companion who are travelling on the same flight.

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.

How to use Flight Delay Pass

You will become eligible for Flight Delay Pass if you register your flight before the actual departure time at the programme website provided by your issuing bank. We reserve the right not to provide Flight Delay Pass if you fail to accurately register your details or the details of your travel companion.

You can register any flight from an airport where a LoungeKey™ lounge or alternative is available, and if the airline accurately reports its flight schedules and delays 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.

Lounges and lounge alternatives can be viewed here: https://loungefinder.loungekey.com/Pass

A flight registration cannot be amended after a registration has been submitted. You will need to cancel your existing registration and re-register with the new details. Cancellation and registration after the flights 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 and a travel companion with airport lounge access via LoungeKey™ in the event that our flight tracking system identifies that your flight is delayed by more than 60 minutes (the "Delay Threshold"). In the event of a delay, the lounge pass/es will be sent to your registered email address and you will be notified by SMS to your registered mobile number. Access to your email account you provided at registration and the ability to display your lounge access pass 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 consequence of multiple incremental shorter delays.

We and you will rely solely on our flight tracking system to determine if you have become eligible for airport 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.

The airport lounge access will be provided to you and your registered travel companion/s (if applicable) on the same day of your flight travel. LoungeKey Pass/es issued are valid for one use within 24 hours of issuance at any Lounge or lounge alternative at your departure airport where LoungeKey Passes can be used. 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 will be handled by the airline directly via their own compensation process.

Only the named individual including travel companion/s in the Flight Delay Pass email confirmation will be eligible to airport lounge access.

Flight Delay Pass is provided to you and your travel companion/s on a non-transferable, non-refundable and non-changeable basis.

By accessing the airport lounge or lounge alternative, you and your travel companion/s agree to abide by the rules and policies of the lounge. The Conditions of Use for lounge access can be found here: https://loungefinder.loungekey.com/pass/conditions-of-use

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

Price and Payment

This service is free of charge, compliments of your Issuing Bank.

Liability

If we fail to comply with these terms and conditions, we shall only be liable for the issuance of a participating lounge access replacement voucher. Replacement vouchers are non-refundable and cannot be exchanged for cash. For the avoidance of doubt, we shall not be liable to reimburse you for any out of pocket costs or expenses or lounge access costs incurred by you at the airport 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 of use 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 this agreement excludes or limits our liability for:

- liability for death or personal injury caused by our negligence;
- fraud or fraudulent misrepresentation;
- any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- any other 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 shall 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 services accessed through the participating lounges.

You agree that you will defend and indemnify Mastercard, Collinson Insurance Services Limited and its affiliates 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 Flight Delay Pass by you, except that such indemnification shall not extend to acts of gross negligence or wilful misconduct by the indemnified parties.

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.

You should be aware that access to your email may be subject to local Internet access charge depending on your own individual arrangements for Internet access. You agree that you will be solely responsible for any expenses incurred for your access to Flight Delay Pass service.

We reserve the right to request evidence of the flight booking that you have registered for the Flight Delay Pass service from time to time.

Right to Amend and Revoke This Agreement

We have the right to amend or terminate this agreement with immediate effect at any time.

Customer Service

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

Upon receiving a customer complaint, we will confirm a final response or let you know when a final response can be expected. Our aim is to get it right, first time every time. If we make a mistake we will try to put it right promptly.

Other Important Terms

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

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

Each of the paragraphs of these terms operates 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, 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.

These terms are governed by English law. You and we both agree to submit to the exclusive jurisdiction of the English courts.