Terms and Conditions

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

1. **Parties to Flight Delay Pass**
   Mastercard Flight Delay Pass ("Flight Delay Pass") is provided on behalf of Mastercard by Collinson Group Limited and its affiliates ("we/us/our" throughout these Terms). By accepting these Terms, 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.

2. **Eligibility**
   Flight Delay Pass is offered to customers with platinum cards issued by Mastercard.

3. **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 Flight Delay Pass program 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/s.

   You can register any flight from an airport 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.

   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 after the flight's actual 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 your registered travel companion/s (if applicable) with airport lounge access via LoungeKey™ in the event that our flight tracking system identifies that your flight is delayed by more than minutes (the "Delay Threshold"). You will receive an SMS to notify you of the lounge pass/es you would be receiving, following which the lounge pass/es will be sent to your registered email address. Access to either your SMS or the email account you provided at registration and the ability to display your lounge access email 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 (within a 24 hour period) of your flight travel. It cannot be used on any other day of your travel. 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 (if applicable) in the Flight Delay Pass email confirmation will be eligible to airport lounge access. Subject to Conditions of Use, Customers who have a valid and otherwise unexpired LoungeKey Pass/es shall be granted access to the Lounge.

Lounge access shall be processed using visual authentication. Each Customer who wishes to enter a Lounge must show their valid pass, a valid boarding pass and personal identification. Upon entry to the Lounge, Lounge shall verify that boarding pass and personal identification match the LoungeKey Pass.

Flight Delay Pass is provided to you and your travel companion/s (if applicable) on a non-transferable, non-refundable and non-changeable basis. LoungeKey Pass/es issued are valid for twenty-four (24) hours at any Lounge where LoungeKey Passes can be used. Mastercard shall not provide any credit for LoungeKey Pass/es not utilized.

By accessing the airport lounge, you and your travel companion/s (if applicable) agree to abide by the rules and policies of the lounge.

You and your travel companion/s (if applicable) 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/s (if applicable) will remain solely liable for such charges. We will not be held liable for such charges howsoever rising.

4. **Price and Payment**

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

5. **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 Group 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.

6. **Term and Cancellation**

Flight Delay Pass is active until otherwise notified by your Issuing Bank.
Your access to Mastercard Flight Delay Pass will be revoked if your eligible card/s is/are cancelled.

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.

You should be aware that access to your email may 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.

8. **Right to Amend and Revoke This Agreement**

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

9. **The 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.

10. **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.

11. **LoungeKey Pass for Mastercard® Flight Delay Pass (MCFDP) - Conditions of Use**

LoungeKey Pass is a global airport lounge access program that enables customers to enter selected airport lounges by means of an electronic pass, barcode, QR code, or any such other form of access as detailed by LKI in writing from time to time in its sole discretion (the "Means of Access"), any of which may be provided directly by LKI, or through a partner organization. The Means of Access must be presented at an airport lounge and will be checked to validate the LoungeKey Pass customer's eligibility to enter and use the airport lounge.

1. LoungeKey: means the underlying technology, platform, and operational model which enables the LoungeKey Pass program and the use of LoungeKey Passes.

2. The LoungeKey Pass customer agrees that by using the program, they agree to and accept these MCFDP LoungeKey Pass Conditions of Use. These MCFDP LoungeKey Pass Conditions of Use will prevail over any other terms of use provided to the customer in relation to use of LoungeKey Pass.

3. Use of LoungeKey Passes is not transferable, and customers may only use a LoungeKey Pass until the expiry date shown on the LoungeKey Pass. A LoungeKey Pass may not be used by any person other than the eligible LoungeKey Pass customer.

4. Admittance to a lounge is conditional upon presentation of an eligible Means of Access, together with personal identification, such as passport, national identity card or driving license.

5. When presenting the Means of Access on entering the lounge, LoungeKey Pass customers are required to inform lounge staff that they wish to enter the lounge using the LoungeKey Pass program. Lounge staff will verify eligibility to enter the lounge by checking the Means of Access visually and then electronically recording the means of access through a card reader,

or otherwise entering the details into a secure system.

6. The electronic record of the LoungeKey Pass customer’s Means of Access will be considered valid evidence of said customer visiting the lounge.

7. Access to the lounges for children, and the fees for such visits, vary across lounges. The LoungeKey Pass customer is advised to check the individual lounge description before travelling.

8. All participating lounges are owned and operated by third party organizations. The LoungeKey Pass customer and accompanying guests (where applicable) must abide by the rules and policies of each participating lounge, and the LoungeKey Pass customer accepts that registering for a lounge does not guarantee continued access.. The LoungeKey Pass customer accepts that LKI and its affiliated companies have no control over the lounge operator’s decision whether to admit any LoungeKey Pass customer, the number of people allowed in any lounge at any time, facilities offered, the opening/closing times, the length of time which LoungeKey Pass customers may spend in the lounge, and any charges payable for extended lounge visits or the personnel employed by the lounges. LKI will use reasonable endeavours to ensure the benefits and facilities are available as advertised, but the customer accepts LKI and its affiliated companies do not warrant, nor guarantee in any way, that all or any of the benefits and facilities will be available at the time of the customer's visit.

9. The LoungeKey Pass customer further accepts that LKI and its affiliated companies are not liable for any loss to the customer, or any accompanying guests (where applicable) arising from the provision or non-provision (whether in whole or in part) of any of the advertised benefits and facilities.

10. Participating lounges have no obligation to announce flights, and the LoungeKey Pass customer accepts that LKI and its affiliated companies shall not be held liable for any direct or indirect loss resulting out of any customers and/or accompanying guests failing to board their flight(s). It is the customer’s responsibility to check the relevant entry requirements for any country being visited and to have the correct travel documentation for the journey.

11. The provision of free alcoholic drinks (where local law permits) is at the discretion of each lounge operator, and in some cases may be limited or unavailable. In such cases, the customer is responsible for paying any charges for additional consumption directly to lounge staff. (See individual lounge descriptions for details.)

12. Telephone and Wi-Fi facilities, where available, vary from lounge to lounge and are provided at the lounge operator's discretion. Free usage of telephone facilities is normally

limited to local calls only. Charges for any other lounge facilities are at the discretion of each lounge operator, and the LoungeKey Pass customer is responsible for paying these directly to lounge staff.

13. Admittance to lounges is strictly subject to LoungeKey Pass customers in possession of a valid flight ticket and travel documents for the same day of travel. Airline, airport and other travel industry employees traveling on reduced-rate tickets may not be eligible for access. Outside the US, flight tickets must be accompanied by a valid boarding pass for a departing flight, i.e. outbound passengers only. Please note that some lounges in Europe are located within designated Schengen areas of the airport, which means that access is only provided to these lounges if LoungeKey Pass customers are traveling between Schengen countries (an up-to-date list of Schengen countries is detailed at http://ec.europa.eu/dgs/home-affairs/what-we-do/policies/borders-and-visas/schengen/index_en.htm).

14. Admittance to lounges is subject to LoungeKey Pass customers and any guests (including children) behaving and dressing in accordance with the relevant lounge terms and conditions, and any person not complying with such terms and conditions may be asked to vacate the lounge facilities. LKI and its affiliated companies are not liable for any loss suffered by the customer and/or guests, where a lounge operator has refused admission because the customer and/or guests have not complied with these conditions.

15. To the fullest extent allowed by law, LKI and its affiliated companies accept no responsibility for the actions of the LoungeKey Pass customer when using any participating lounge, and shall not be responsible for any personal belongings brought into a lounge by LoungeKey Pass customers.

16. Any lost, stolen or damaged Means of Access must be notified to the relevant Client organization, who shall be responsible for providing a replacement. LKI shall not be responsible for replacing any lost, stolen or damaged Means of Access and shall not be liable for any inability of a LoungeKey Pass customer to access lounges during any period that any Means of Access is being replaced.

17. LKI and its affiliated companies shall not be held responsible for any disputes or claims that may occur between the LoungeKey Pass customer and/or any guests and a lounge operator, and neither LKI nor its affiliated companies shall be liable for any costs, damages, losses or expenses related to such disputes.

18. LKI and its affiliated companies reserve the right, at any time in their sole discretion and without notice, to revoke validity of LoungeKey Passes, or to terminate the LoungeKey Pass program.

19. The LoungeKey Pass customer agrees that s/he will defend and indemnify LKI and its affiliated companies, its 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 any lounge by the LoungeKey Pass customer or any other person accompanying the LoungeKey Pass customer, except that such indemnification shall not extend to acts of gross negligence or wilful misconduct by the indemnified parties.

20. LKI and its affiliated companies make no representations as to any income, use, excise or other tax liability of LoungeKey Pass customers as a result of their LoungeKey Passes. Customers are advised to check with their accountant or tax adviser for further information. The customer is solely responsible for any tax liability as a result of the LoungeKey Pass program.

21. By participating in the LoungeKey Pass program, the customer consents to any personal data being used in accordance with the LoungeKey privacy policy, available at https://loungekeypass.loungekey.com/en/privacy-policy, or available on written request to LKI and its affiliated companies.

22. Any LoungeKey Pass customer with concerns or complaints should contact LKI, and all complaints relating to any lounge visit should be made directly to LKI within six months of the relevant lounge visit.

23. LKI and its affiliated companies are continuously trying to improve the service they provide to LoungeKey Pass customers; therefore, LKI and its affiliated companies may occasionally monitor telephone calls from LoungeKey Pass customers to maintain and enhance services.

24. LKI and its affiliated companies reserve the right, at any time, to make any changes to these MCFDP LoungeKey Pass Conditions of Use subject to giving customers reasonable notice as appropriate in the circumstances.

25. To the extent permissible by local law or regulation, these MCFDP LoungeKey Pass Conditions of Use shall be governed by and construed in accordance with English law, and LoungeKey and the LoungeKey Pass customer submit to the non-exclusive jurisdiction of English courts to resolve any disputes that arise out of them.

26. Any provision of these MCFDP LoungeKey Pass Conditions of Use declared void or

unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the other provisions of these MCFDP LoungeKey Pass Conditions of Use.

27. If there is any conflict in meaning between the English language version of these MCFDP LoungeKey Pass Conditions of Use and any version or translation of these MCFDP LoungeKey Pass Conditions of Use, the English language version shall prevail.