

Corporate Asia Miles Rewards Programme Terms and Conditions - for Mid-Sized Companies

1. INTRODUCTION AND ACCEPTANCE OF TERMS AND CONDITIONS

- 1.1 These Terms and Conditions govern the Corporate Rewards Programme called "Corporate Asia Miles" which accompanies every American Express Cathay Pacific Corporate Card Account whereby each Client may:
- 1.1.1 earn mileage credits called "Asia Miles" on all Qualifying Cathay Pacific Spend charged to (a) all AXPCX Cards issued under the Account, and (b) American Express BusinessTravel Account(s) ("BTA") opened in the Client's name and linked to the Account; and
- 1.1.2 use "Asia Miles" accumulated to redeem awards for the benefit of any of its nominees.
- 1.2 Enrolment in Corporate Asia Miles is complimentary and automatic upon the Client's successful application for an American Express Cathay Pacific Corporate Card Account. If the Client does not wish to accept these Terms and Conditions or maintain a Corporate Asia Miles Profile, the Client may at any time request Amex to remove its Profile from Corporate Asia Miles.

2. DEFINITIONS

In these Terms and Conditions unless the context otherwise requires:

Account means the account of a Client with Amex, on which AXPCX Cards are issued and, at the option of the Client, may include any Business Travel Account(s) of the Client.

Amex means American Express International Inc. (Hong Kong), the issuer of AXPCX Cards in Hong Kong.

AXPCX Card is the American Express Cathay Pacific Corporate Card and means a corporate card bearing trade marks of both American Express and Cathay Pacific.

Asia Miles is managed and operated by Asia Miles Limited, the travel and lifestyle rewards programme is a wholly owned subsidiary of Cathay Pacific Airways Limited.

Business Travel Account or **BTA** means a central billed account (sometimes called a lodge card account) opened by Amex in the name of a Corporation into which authorised employees of the Corporation may charge all travel expenditures incurred through the Corporation's travel agent.

Cathay Pacific means Cathay Pacific Airways Ltd., a Hong Kong corporation whose principle business is in passenger air transportation.

Client means the company or organisation, other than American Express, Cathay Pacific, whose name appears on an AXPCX Card and in whose name the Account is opened and maintained by Amex.

Corporate Asia Miles is the name of the Corporate Loyalty Programme for the American Express Cathay Pacific Corporate Card.

Corporate Asia Miles Account is the Client's Asia Miles account whereby Asia Miles may be credited to and/or deducted from.

Corporate Asia Miles Administrator(s) means individual(s) duly authorised by the Client to access the Corporate Asia Miles Account and redeem awards on behalf of the Client using the Corporate Asia Miles balance.

Corporate Asia Miles Statement means a periodic statement of the Client's activities under Asia Miles for the stipulated period and the Corporate Asia Miles balance at the end of the period.

Cathay Dragon means Cathay Dragon, a wholly-owned subsidiary of Cathay Pacific whose principle business is in passenger air transportation.

Excluded Charges means charges which may be incurred on the Account but do not entitle the Client to earn Asia Miles, including late payment and referral charges, finance charges, cash advance charges, fees levied for dishonoured cheques, purchase of American Express Travellers Cheques, Gifts Cheques or Gift Certificates, tax refunds from overseas purchases, and any other charges which may be notified to the Client from time to time.

PIN means Personal Identification Number in accessing Corporate Asia Miles Account at www.asiamiles.com

Qualifying Cathay Pacific Spend means all Charges incurred on the Account for Cathay Pacific or Cathay Dragon's in-flight transactions or the purchase of any Cathay Pacific or Cathay Dragon air tickets via Cathay Pacific, Cathay Dragon or travel agency Service Establishments with the AXPCX Card where the travel agency has included the Cathay Pacific or Cathay Dragon carrier code when submitting the transactions to American Express for processing.

Terms and Conditions means these terms and conditions, as amended from time to time.

3. ELIGIBILITY

Only Clients (i.e. corporations who successfully apply for and maintain an American Express Cathay Pacific Corporate Card Account) may partake in the privileges and benefits of Corporate Asia Miles.

4. CORPORATE ASIA MILES ADMINISTRATORS

- 4.1 The Client shall nominate and authorise in the prescribed form individual(s) to act on its behalf in relation to the ongoing administration and use of Asia Miles. These individuals are known as Corporate Asia Miles Administrators.
- 4.2 Asia Miles will provide each Corporate Asia Miles Administrator with individual Corporate Asia Miles number and PIN which are personal to him/her and must not be shared with any other individuals (including any other employees of the Client). The set of Corporate Asia Miles number and PIN will allow him/her to access the Corporate Asia Miles account and make redemption requests using the Corporate Asia Miles balance.
- 4.3 It shall be the Client's responsibility to safeguard all Corporate Asia Miles number and PIN issued to its Corporate Asia Miles Administrators by Asia Miles, and to notify Asia Miles of any actual or suspected breach in security of access to its Corporate Asia Miles account.
- 4.4 It shall be the Client's responsibility to notify Asia Miles of any changes to its Corporate Asia Miles Administrators.
- 4.5 Unless and until notified otherwise, Asia Miles shall be entitled to treat all redemption requests executed using the Corporate Asia Miles number and/or PIN issued to the Corporate Asia Miles Administrators as being duly authorised by, and therefore binding on, the Client.

5. EARNING ASIA MILES

- 5.1 In respect of all Qualifying Cathay Pacific Spend, Clients will earn one (1) Asia Mile for every HK\$10 charged to the Account.
- 5.2 Amex is responsible for the aggregation of all spend on the Account, less Excluded Charges, and the calculation of the total number of Asia Miles earned by the Client each month. This will be reflected in the monthly report of the Account issued by Amex to the Client. Amex shall have fully performed its obligations to the Client under Corporate Asia Miles once the appropriate number of Asia Miles are credited to the Corporate Asia Miles Account.

- 5.3 The Client is responsible for checking the accuracy and correctness of the monthly report, including the total number of Asia Miles added to and/or subtracted from its Asia Miles account each month. Unless otherwise notified by the Client within sixty (60) days from the issuance of each monthly report, Amex shall be entitled to assume that all particulars on the statement are true and correct, and the same shall be conclusive evidence in respect of the number of Asia Miles the Client is entitled to at the relevant time subject to section 5.4 below.

- 5.4 Amex reserves the right to adjust the Corporate Asia Miles balance under the Corporate Asia Miles Account in the event of any credits, refunds or disputed charges under the Account.

- 5.5 Amex reserves the right to suspend the crediting of Asia Miles into the Corporate Asia Miles Account if the Client fails to pay Amex promptly in accordance with the due date on the Account, or the Account is no longer in good standing. Such suspension shall continue unless and until the Client pays down the outstanding amount and brings the Account back into good standing with Amex.

6. REDEEMING ASIA MILES

- 6.1 The Client may use Asia Miles accumulated in its Corporate Asia Miles account to redeem various awards based on regularly updated by Asia Miles online at www.asiamiles.com

- 6.2 In addition to online redemptions, the Client may also make redemption requests via the Corporate Asia Miles Redemption Concierge Service hotline number at +852 2747 3080.

- 6.3 Asia Miles is responsible for the fulfilment of all redemption requests. Amex makes no representation or warranties in respect of the redemption catalogue or any of the awards featured therein.

- 6.4 Once made, redemption requests cannot be cancelled, amended or otherwise reversed. Asia Miles shall have fully performed its obligations to the Client under Corporate Asia Miles once the relevant redemption awards are delivered to the Client and/or its nominee.

- 6.5 Asia Miles is responsible for providing the Client with regular online statements showing all redemptions made under its Corporate Asia Miles Account.

- 6.6 Asia Miles will allow each Client to nominate up to five nominees under the Client's redemption group, which the Client can change at any time, for any number of times, without charge and to effect such changes immediately.

7. DISCLOSURE OF INFORMATION

- 7.1 It is a condition of the Corporate Asia Miles that Clients consent and authorise Amex, Cathay Pacific and Asia Miles to exchange and use information regarding their Account and the use of AXPCX Card issued on their Account for the purposes of:
- (a) calculating eligibility for and crediting Asia Miles;
 - (b) research, marketing, product development and planning;
 - (c) marketing their products or services; and
 - (d) any third party providing services to Cathay Pacific or Amex in connection with the administration of Corporate Asia Miles or the AXPCX Card

This information may be transferred to or from Hong Kong for these purposes. If the Client does not provide all or any part of the requested information, the services provided by Cathay Pacific, Asia Miles or Amex may be affected.

- 7.2 Only the authorised representative of the Client named on the Account will be entitled to access Account information on Corporate Asia Miles. Each Card Member will be entitled to access information about the AXPCX Card issued to him or her, but not information about Corporate Asia Miles. However, Cathay Pacific and Amex do comply with validly served and executed court orders and subpoenas and cooperate with investigations by state and federal agencies in accordance with the respective internal policies. Under these circumstances, or where otherwise required by law, Account information may be shared with others with or without knowledge or consent of the Client.

8. GENERAL

- 8.1 Asia Miles are valid for three (3) years from the date they are credited to the Client's Corporate Asia Miles Account which shall not be diminished in anyway by the termination of the Client's Account for any reason whatsoever.

- 8.2 Asia Miles have no cash value and cannot be redeemed or exchanged for cash.

- 8.3 Asia Miles earned by a Client in its Corporate Asia Miles Account cannot be transferred to or used in combination with Asia Miles earned by another Client's Corporate Asia Miles Account, even if both Clients are, or become, affiliated entities.

- 8.4 Asia Miles earned by a Client in its Corporate Asia Miles Account cannot be transferred to or used in combination with Asia Miles earned by any individual under individual's Asia Miles account, even if that individual is a shareholder, director, officer, partner, or otherwise related to, owns or controls the Client.

- 8.5 The Client agrees to be solely responsible for any government tax, duty or other charge imposed by law in any country in respect of its participation in Corporate Asia Miles, any Asia Miles earned or redeemed, or any other transactions undertaken within the Corporate Loyalty Programme. The Client is advised to seek independent tax advice on possible tax implications arising as a result of its participation in Corporate Asia Miles.

- 8.6 General Terms and Conditions of Asia Miles (available at <http://www.asiamiles.com/am/en/site/terms>) apply unless they are incompatible with the terms herein.

- 8.7 Cathay Pacific, Asia Miles and/or Amex reserve the right to amend the terms and conditions herein, or to terminate this programme anytime by giving at least thirty (30) days' prior written notice.

公司「亞洲萬里通」計劃條款及細則 — 中型機構適用

1. 簡介和接受條款及細則

1.1 附於美國運通國泰航空公司卡賬戶的“公司「亞洲萬里通」”公司獎勵計劃受本條款及細則約束，客戶可以：

- 1.1.1 憑(a)所有美國運通國泰航空公司卡賬戶之內的美國運通國泰航空公司卡；及
(b)以客戶名義開設並連繫至美國運通國泰航空公司卡賬戶的美國運通商務差旅賬戶，支付合資格的國泰航空消費以賺取「亞洲萬里通」里數，及
- 1.1.2 憑所累積的「亞洲萬里通」里數兌換獎賞以供指定人士使用。

1.2 客戶成功申請美國運通國泰航空公司卡賬戶後，將會自動及免費加入公司「亞洲萬里通」計劃。假如客戶不願意接受公司「亞洲萬里通」計劃條款及細則或保留公司「亞洲萬里通」檔案，客戶可以於任何時間要求美國運通刪除其公司「亞洲萬里通」檔案。

2. 定義

在本條款及細則中，除非另行界定或文義另有規定：

賬戶 指客戶用以簽發美國運通國泰航空公司卡的美國運通賬戶，並取決於客戶選項，可能包括客戶的任何美國運通商務差旅賬戶。

美國運通 指美國運通國際股份有限公司(香港)，美國運通國泰航空公司卡之香港發卡機構。

美國運通國泰航空公司卡 指附有美國運通和國泰航空商標的美國運通國泰航空公司卡。

「亞洲萬里通」 是亞洲首屈一指的旅遊及消閒獎勵計劃，亞洲萬里通有限公司為國泰航空公司全資附屬機構。

商務差旅賬戶 指美國運通以某機構名義開設的中央記賬賬戶，獲機構授權的僱員可以透過該機構的旅行社，將所有差旅開支記賬。

國泰航空 指國泰航空有限公司，主要業務為航空客運服務的香港機構。

客戶 指除了美國運通及國泰航空以外，其名稱出現於美國運通國泰航空公司卡之上的公司或機構，並且以該名稱開設由美國運通管理的賬戶。

公司「亞洲萬里通」 指美國運通國泰航空公司卡的公司獎勵計劃。

公司「亞洲萬里通」賬戶 指客戶用以存入和/或扣除「亞洲萬里通」里數的賬戶。

公司「亞洲萬里通」賬戶管理人 指獲客戶授權進入公司「亞洲萬里通」賬戶和以客戶名義使用公司「亞洲萬里通」里數兌換獎賞的人士。

公司「亞洲萬里通」賬戶結算表 指定期發出的結算表，紀錄期內客戶的「亞洲萬里通」活動和里數結餘。

國泰港龍航空 指國泰航空之全資附屬機構國泰港龍航空有限公司，其主要業務為航空客運服務。

不合資格的費用 指可能入賬至賬戶但不合資格賺取「亞洲萬里通」里數的費用，包括過期繳款附加費及追討欠賬的費用、財務費用、現金透支、因不能兌現支票而收取之費用、購買美國運通旅遊支票或禮券、海外簽賬退稅、以及其他可能不時通知客戶的費用。

密碼 指用於www.asiamiles.com進入美國運通國泰航空公司卡賬戶的密碼。

合資格的國泰航空消費 指所有入賬至賬戶的國泰航空或國泰港龍航空航機內簽賬、或是使用美國運通國泰航空公司卡透過國泰航空、國泰港龍航空或旅行社購買國泰航空或國泰港龍航空機票的費用，有關旅行社向美國運通提供之交易資料必需包括國泰航空或國泰港龍航空的航空公司代碼。

條款及細則 指本條款及細則，以及可能不時作出的修改。

3. 參加資格

只有客戶(即成功申請及保留美國運通國泰航空公司卡賬戶的機構)可以享用公司「亞洲萬里通」的權益和獎賞。

4. 公司「亞洲萬里通」賬戶管理人

- 4.1 客戶需要使用指定表格，委派和授權個別人士代為管理及使用其「亞洲萬里通」賬戶。有關個人則稱為公司「亞洲萬里通」賬戶管理人。
- 4.2 「亞洲萬里通」會為每位公司「亞洲萬里通」賬戶管理人提供個人的公司「亞洲萬里通」賬戶號碼和密碼，有關資料不應與任何人(包括客戶的其他僱員)分享。賬戶管理人可以使用該賬戶號碼和密碼進入公司「亞洲萬里通」賬戶，以及運用里數結餘兌換獎賞。
- 4.3 客戶有責任保密由「亞洲萬里通」提供予公司「亞洲萬里通」賬戶管理人的賬戶號碼和密碼，以及在發現或懷疑任何違規進入其公司「亞洲萬里通」賬戶的情況時，通知「亞洲萬里通」。
- 4.4 客戶有責任通知「亞洲萬里通」有關更改公司「亞洲萬里通」賬戶管理人之事宜。
- 4.5 除非及直至你另行通知為止，「亞洲萬里通」有權裁定所有使用提供給公司「亞洲萬里通」賬戶管理人的公司「亞洲萬里通」賬戶號碼和密碼而執行的兌換要求為已獲客戶授權，客戶需要承擔有關責任。

5. 賺取「亞洲萬里通」里數

- 5.1 憑合資格的國泰航空消費，客戶的賬戶每簽賬HK\$10可以賺取1「亞洲萬里通」里數。
- 5.2 美國運通負責匯合賬戶的所有簽賬(不合資格的費用除外)，以及計算客戶每月所賺取的「亞洲萬里通」里數。有關資料將列於美國運通提供給客戶的賬戶每月報表。當正確的「亞洲萬里通」里數存入客戶的公司「亞洲萬里通」賬戶後，即代表美國運通已完成其責任。

- 5.3 客戶有責任核對每月報表是否真實和準確，包括每月存入和/或扣除的「亞洲萬里通」里數。除非客戶於每月報表發出後的60日內另行通知，美國運通有權認為每月報表所列的所有資料為真實和準確，除5.4條款另有規定外，有關資料亦會成為客於該時間可得的「亞洲萬里通」里數的不可推翻證據。
- 5.4 假如賬戶內有任何貸款、退稅或有爭議的賬目，美國運通保留調整「亞洲萬里通」里數結餘的權利。
- 5.5 假如客戶未能根據其賬戶的賬款到期日準時向美國運通付賬，或是賬戶已經停止運作，美國運通保留暫停將「亞洲萬里通」里數存入公司「亞洲萬里通」賬戶的權利。除非及直至客戶支付過期賬款和使賬戶回復正常運作，暫停安排將會持續執行。

6. 兌換「亞洲萬里通」里數

- 6.1 根據「亞洲萬里通」經常於www.asiamiles.com更新的資訊，客戶可以利用其公司「亞洲萬里通」賬戶所累積的「亞洲萬里通」里數兌換各種獎賞。
- 6.2 除了網上兌換，客戶可以致電公司「亞洲萬里通」兌換服務專線+852 2747 3080提出兌換要求。
- 6.3 「亞洲萬里通」負責完成所有兌換要求。美國運通並不代表或保證獎賞清單或之內的任何獎賞。
- 6.4 已提交的兌換要求不可取消、修改或逆轉。當所兌換的獎賞送交客戶和/或其指定人士，即代表「亞洲萬里通」已完成其責任。
- 6.5 「亞洲萬里通」負責定期為客戶提供網上賬戶結算單，列出其公司「亞洲萬里通」賬戶的所有兌換資料。
- 6.6 「亞洲萬里通」容許每位客戶指定最多5位人士擔任兌換小組成員，客戶可以隨時、不限次數及免費更改人選，更改更可即時生效。

7. 資料披露

- 7.1 參加公司「亞洲萬里通」計劃的客戶必須同意和授權美國運通、國泰航空和「亞洲萬里通」交換和使用有關其賬戶和美國運通國泰航空公司卡資料作以下用途：
- (a) 計算、審核資格及存入「亞洲萬里通」里數；
- (b) 調查、市場推廣、產品發展和規劃；
- (c) 推廣其產品或服務；及
- (d) 向國泰航空或美國運通提供與公司「亞洲萬里通」計劃或美國運通國泰航空公司卡運作有關服務的任何第三者

資料可能傳遞到或來自香港以外作該等用途。假如客戶未有提供所要求的全部或是任何部份資料，由國泰航空、「亞洲萬里通」或美國運通所提供的服務可能受影響。

- 7.2 只有獲得客戶授權的賬戶代表有權取得公司「亞洲萬里通」計劃賬戶資料。每位會員均可獲得簽發給他/她的美國運通國泰航空公司卡資料，但不能取得公司「亞洲萬里通」計劃賬戶資料。惟國泰航空和美國運通會遵守有效的法院命令和傳票，以及根據相對的內部政策與國家及聯邦調查機構合作。在此情況或其他法律要求下，賬戶資料可能於獲得或沒有客戶知情或同意的情况下與其他人士分享。

8. 一般條款

- 8.1 由里數存入客戶的公司「亞洲萬里通」賬戶當日開始，「亞洲萬里通」里數的有效期為三年，不受客戶取消其賬戶或任何其他原因而裁減。
- 8.2 「亞洲萬里通」里數沒有現金價值及不可以兌換現金。
- 8.3 客戶的公司「亞洲萬里通」賬戶所賺取的「亞洲萬里通」里數不可以轉入或與其他客戶的公司「亞洲萬里通」賬戶內的里數一併使用，即使兩者是，或者成為，附屬公司。
- 8.4 客戶的公司「亞洲萬里通」賬戶所賺取的「亞洲萬里通」里數不可以轉入或與任何人士的個人「亞洲萬里通」賬戶內的里數一併使用，即使該人士為股東、董事、高級職員、合伙人或是與客戶有關、擁有或控制客戶。
- 8.5 客戶同意獨自負責承擔任何關於參加公司「亞洲萬里通」計劃、所賺取或兌換的「亞洲萬里通」里數、或是任何其他公司獎勵計劃交易，因應任何國家的法律所涉及的任何政府稅項、關稅或其他費用。我們建議客戶尋求獨立稅務建議，以了解因參與公司「亞洲萬里通」計劃而引起的稅務責任。
- 8.6 除非與此條款不一致，參加「亞洲萬里通」須受列於<http://www.asiamiles.com/am/en/site/terms>的一般條款約束。
- 8.7 國泰航空、「亞洲萬里通」和/或美國運通保留隨時更改此條款及細則，或是隨時於最少30日前提出書面通知終止本計劃。