

# Investec InTransit Terms and Conditions

These Investec InTransit Terms and Conditions ("InTransit Terms") form part of, and are deemed to be, incorporated in the Investec Private Bank Account Terms and Conditions ("agreement") between Investec and the account holder. If there is any conflict between these InTransit Terms and the agreement or the rules (defined below) or any other terms, product rules, or procedures applicable to the Investec InTransit Programme (defined below), the InTransit Terms will prevail.

The member acknowledges and agrees that the InTransit Terms and the rules have been read, understood and agreed to and will be effective from the date upon which a membership is activated. Words and expressions used in the InTransit Terms which are not defined, will have the meaning given to them in the agreement.

## 1. Definitions

The headings in the InTransit Terms are for reference only. Words importing one gender include the other genders, words in the singular include the plural and vice versa and natural persons include created entities. The following expressions have the following meanings:

- 1.1 "**account**" means the main account and any guaranteed accounts, which Investec maintains for the main account holder and any guaranteed account holder;
- 1.2 "**benefits**" means the various benefits offered by Investec to members procured via DragonPass and provided by participating merchant outlets, available at international and local airports;
- 1.3 "**dining coupon**" means the mode of payment for services available on the InTransit App for purchases made at participating merchant outlets by members;
- 1.4 "**dining discounts**" means discounts, offers and privileges offered at participating food and beverage outlets for members;
- 1.5 "**DragonPass**" means DragonPass International Limited, a company incorporated in the United Kingdom with company registration number 08643888;
- 1.6 "**dormant account**" means an account that has had no account holder initiated transactions (debit or credit) for a period of more than 3 months;
- 1.7 "**dormant card**" means a card held by an extra cardholder that has not been used for a card purchase transaction for a period of more than 3 months;
- 1.8 "**participating merchants**" means those merchants, suppliers and/or service providers appointed by DragonPass from time to time to participate in the DragonPass programme including airport lounges;
- 1.9 "**good standing**" means that the member is not in breach of the agreement or the InTransit Terms, or that an account is not in arrears, a dormant account or a card is not a dormant card or that the account is in excess of any applicable credit limit;
- 1.10 "**InTransit App**" refers to the application provided by DragonPass exclusively for use by Investec clients;
- 1.11 "**InTransit Programme**" refers to Investec InTransit which is the programme offered by Investec to the member, which entitles the member to make use of certain benefits at airports, in accordance with the rules;

- 1.12 "**member**" means an account holder of an Investec Private Bank Account, Investec Youth Account or any Investec Visa Platinum or Business extra card holders;
- 1.13 "**memberships**" means the member's DragonPass memberships which give the member access to certain benefits according to the type of Investec account or card they hold;
- 1.14 "**QR code**" means the QR code issued by DragonPass via the InTransit App which members can use to access airport lounges;
- 1.15 "**rules**" means the rules and procedures applicable to the InTransit Programme as set out [InTransit Programme Rules](#) as amended from time to time;
- 1.16 "**voucher**" means the voucher issued by DragonPass via the InTransit App being either a dining coupon or dining discount which members can use to access such benefits at local and/or international airports;

## 2. Membership in the InTransit Programme

- 2.1 To be eligible for membership of the Investec InTransit programme, a member needs to hold one or more of the following:
  - 2.1.1 an Investec Private Bank account;
  - 2.1.2 an Investec Youth account; or
  - 2.1.3 an Investec Visa Platinum or Business card .
- 2.2 Membership in the programme will be created automatically on the launch of the programme or upon the opening of an account or issuing of a card whichever is later.
- 2.3 To access the InTransit programme and use the membership the member needs to download the InTransit app.
- 2.4 Investec may, in its sole discretion acting reasonably, cancel or suspend a member's participation in the InTransit Programme if the relevant account or card is cancelled, suspended, closed and/or terminated by Investec, if the member no longer meets the eligibility criteria, or if the account and/or the member is not in good standing.

## 3. Use of InTransit Programme

- 3.1 Members are required to familiarise themselves with and understand the rules and the benefits available under their membership/s as well as the processes and steps to be taken to access and redeem a voucher and QR code for use at a participating merchant.

- 3.2 Members can only access a voucher or QR code where their account or card (as applicable) is in good standing at the time of request and their membership is in an activated state (i.e. not suspended or cancelled).
- 3.3 A member may not reverse, cancel or amend a request for a voucher or QR code once it has been received and/or effected by DragonPass.
- 3.4 Members may not transfer, gift, exchange, barter or sell a voucher or QR code or claim a refund of a voucher or QR code, regardless of whether or not the voucher or QR code has been used or has expired.
- 3.5 Benefits are only available to members at participating merchants and only one benefit can be used once in any three-hour period.
- 3.6 Members should present their voucher or QR code at the participating merchant for access and/or use of the relevant benefit.
- 3.7 **The member will bear all risk and liability for any voucher or QR code received and to the extent that there is any dispute regarding any voucher or QR Code, such dispute must be settled between DragonPass/the relevant participating merchant and the member directly.**
- 3.8 The use of the benefits available to members are subject to the relevant participating merchant's availability and should be used in accordance with the relevant participating merchant's restrictions, limitations, terms and conditions, rules, procedures, charges or exclusions as may be applicable from time to time. The member will be obliged to comply with the participating merchant's own terms and conditions (as may be applicable) and available on the InTransit app.

## 4. Suspension of Membership

- 4.1 A member's membership will be suspended if any one of the following occurs in respect of all of their accounts:
  - 4.1.1 an account is more than three months in arrears;
  - 4.1.2 an account becomes an 'electronic only' pricing option; or
  - 4.1.3 an account is dormant.
- 4.2 If a member is an extra card holder and holds no accounts, such member's membership will be suspended if the card is a dormant card.

## 5. Intellectual Property Rights

- 5.1 Copyright in all materials made available through the InTransit Programme is owned either by Investec, DragonPass and/or the participating merchants and is protected by both national and international intellectual property laws. Accordingly, any unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of any such material will constitute an infringement of that copyright.
- 5.2 The trademarks, logos and service marks displayed relating to the InTransit Programme are registered and unregistered trademarks of Investec and/or the partners.
- 5.3 Nothing contained in the InTransit Programme should be construed as granting any licence or right to use any trademark, logos or service marks without the written permission of Investec, DragonPass and/or the participating partners.

## 6. Failure/Malfunction of Networks

Investec will not be responsible for any failure, malfunction or delay of any networks, electronic systems or device used in the use of the InTransit app. Investec will not be liable to make good or compensate the member for any damages, losses, claims or expenses or consequence thereof caused as a result of any such failure, malfunction or delay ("Losses"). The member accordingly waives any claim it has or may have against Investec and further indemnifies Investec against any third party claims against Investec for such Losses.

## 7. Disclaimers and exclusions of liability

- 7.1 The member waives any rights s/he may have against Investec arising directly or indirectly from or connected with or related to any loss or damage of whatsoever nature, which may be suffered as a result of the InTransit Programme, the access to and redemption of a voucher or QR code or related matter, or the acts or omissions of DragonPass or any participating merchant.
- 7.2 The member agrees that Investec is not responsible for any death or injury or direct or consequential loss or damage (including loss of profits or data) arising from the InTransit Programme.

## 8. Notice and communication

- 8.1 Investec will notify members in relation to any aspect of the InTransit Programme by any means of communication, including mail, statement, e-communication (including notifications on the website and the InTransit app), or through any other medium that Investec may deem appropriate.
- 8.2 The member agrees that by participating in the InTransit Programme, Investec may send marketing and promotional information relating to the InTransit Programme to the member and such information will not be considered unsolicited. The member has the right to request in writing that Investec not send any such information and Investec shall comply with such request.

## 9. General

- 9.1 A member may not cede, delegate or otherwise transfer any rights or obligations arising from the InTransit Terms without Investec's prior approval, which approval will be at Investec's sole discretion.
- 9.2 If any of the provisions in the InTransit Terms and/or rules are found to be invalid or unenforceable, such provisions will be severable from the remaining provisions, which will remain in full force and effect.
- 9.3 The member accepts that Investec may in its discretion from time to time and upon notice to the member amend, replace, suspend, substitute or terminate the InTransit Terms, the InTransit Programme and/or the rules.
- 9.4 Investec reserves the right to terminate a member's membership should it determine in its sole discretion that the member has infringed these InTransit Terms or the rules or has acted fraudulently in its use of the InTransit Programme.
- 9.5 Investec reserves the right to cancel the InTransit Programme in its entirety upon three months' notice to the member.
- 9.6 Investec will not act nor will it be deemed to be acting as the member's agent nor as the agent of DragonPass or any participating merchant.

- 9.7 The existence of a link or reference from the website or the InTransit app to any participating merchant's website, web pages or other content or service does not constitute Investec's recommendation or approval of such website, web pages or other content or service.
- 9.8 These terms will be governed by and construed in accordance with the laws of the Republic of South Africa.

