

# MHUPGRADE TERMS AND CONDITIONS

## Definitions

“Malaysia Airlines” means Malaysia Airlines Berhad (Company No. 1116944-X) having its registered office at 1<sup>st</sup> Floor, Administration Building, Southern Support Zone, Kuala Lumpur International Airport, 64000 Sepang, Selangor, Malaysia) and its permitted assigns and successors

“Passenger” means an individual who has purchased a ticket for a Malaysia Airlines flight operated by Malaysia Airlines

“Upgrade” means a change in class from the class of service that was originally purchased for travel with Malaysia Airlines to one class of service higher.

“MHUpgrade” means an upgrade purchase made by Passenger together which price is IN ADDITION to the fare paid for the ticket and EXCLUDES payment card issuer and bank-related fees or charges, taxes payable at the airport , all of which shall be borne by Passenger.

1. The following Terms and Conditions will apply to MHUpgrade purchase for upgrading Passenger’s flight ticket issued on Malaysia Airlines’ document number 232, and on services operated by Malaysia Airlines for flights with carrier code “MH”.
2. Malaysia Airlines reserves the right in its absolute discretion and without prior notice to determine, change and not disclose the factors, conditions and rules relating to the eligibility for MHUpgrade offer, which may vary from time to time. The following shall NOT be eligible for MHUpgrade purchase: (a) Bookings with Economy Lite tickets (b) Bookings with unaccompanied minor, (c) Bookings with wheelchair, (d) Bookings with Enrich redemption ticket (e) Bookings issued by travel agents .
3. MHUpgrade is available for Domestic flights operated by Malaysia Airlines only.
4. Passenger may only purchase one MHUpgrade per eligible flight segment as per the purchased ticket.
5. Passenger can only purchase MHUpgrade on a domestic flight segment only.
  - a. Domestic Travels: For example, for PEN to BKI transit via KUL, MHUpgrade will be available for PEN to KUL and KUL to BKI only.
  - b. Mix Domestic and International Travels: For example, for PEN to SIN transit via KUL, MHUpgrade will be available for PEN to KUL only.
6. By purchasing MHUpgrade (a) a person confirms that he or she has reached the legal age of majority in their country of residence at the time the Upgrade Offer is submitted; and (b) Passenger shall be deemed to have the authority to act on behalf of and to bind the person or persons named or included on the Upgrade Offer to these Terms and Conditions.
7. The MHUpgrade requires a payment which is applicable from Economy Class to Business Class only.
8. In order for the Passenger to be able to purchase MHUpgrade, Passenger must first purchase a confirmed ticket (“Ticket”) for traveling on Economy Class (Basic or Flex) subject to Terms and Conditions in Section 1.
9. Passengers with Ticket will have the option of checking on the eligibility of his/her flight segment(s) by visiting Malaysia Airlines website ([www.malaysiaairlines.com](http://www.malaysiaairlines.com)) by entering the required details including the Malaysia Airlines Booking Reference in Manage My Booking platform.
10. Up to 6 hours before Passenger’s segment departure time, Passenger may purchase MHUpgrade for each eligible segment and provide Passenger’s payment card details. After completion of the information and confirmation of the information by Passenger, the MHUpgrade will be considered for a purchase, subject to these Terms and Conditions and seats availability. Passenger shall receive an email confirming his/her MHUpgrade is successful purchased.
11. If Passenger’s MHUpgrade purchase is accepted before Passenger cancel or amend the price, Passenger is legally bound to complete payment for the price stated in Passenger’s final purchase.
12. The MHUpgrade purchase, any applicable pre-payable taxes and fees for the Upgrade and the total amount payable will be displayed (“Total”). Taxes to be collected at airports or its equivalent, payment card issuer and bank-related fees and charges are not included and shall be borne by Passenger.

13. If there are two or more passengers in Passenger's booking, Passenger may only purchase one (1) MHUpgrade for all such passengers. The Upgrade amount will be on a per-passenger basis. The Upgrade offer will be multiplied by the number of passengers in Passenger's booking. If Passenger purchase the MHUpgrade, Passenger shall be deemed to have the authority to act on behalf of and to bind the person or persons named or included in the Offer, to these Terms and Conditions.
14. Malaysia Airlines reserves the right, in its sole discretion, to decide whether or not to accept Passenger's MHUpgrade, and it makes no representation that any Passenger will be upgraded regardless of whether or not seats are available in the class of service for which an Upgrade Offer is being made.
15. Subject to Passenger's payment type, acquiring bank and issuing country, Passenger may receive a notification during processing of the MHUpgrade Offer, that the total offered amount has been charged to Passenger's card. The final acceptance of MHUpgrade purchase is confirmed and payment is debited from Passenger's nominated payment card when Passenger receives all of the following:
  - a. A Miscellaneous Electronic Document receipt (EMD) with the additional upgrade amount is issued to each passenger included in Passenger's original flight booking.

If for whatever reason the purchase cannot be completed successfully, no payment will be charged by Malaysia Airlines. The amount set aside will be reversed to the Passenger's nominated payment in due course depending on the Passenger's issuing bank.
16. Acceptance of Passenger's MHUpgrade purchase i.e. Electronic Miscellaneous Document Receipt (EMD) will be sent to Passenger's email address upon confirmation.
17. The 6-character Malaysia Airlines Booking Reference is supplied to Passenger at the time Passenger books a Malaysia Airlines flight and is printed on the Ticket. Passenger may use the Booking Reference to check eligibility for MHUpgrade at Manage My Booking site. Booking Reference provided must be kept confidential at all times. Passenger must not share his/her Booking Reference and Passenger is responsible for protecting it against improper or unauthorized use.
18. Malaysia Airlines does not guarantee specific seat assignments to Passengers whose MHUpgrade purchase are accepted and upgraded.
19. All personal costs and/or any other costs and/or related expenses that are incurred to purchase the MHUpgrade are at Passenger's sole responsibility and own costs.
20. There will be no refund, credits, or exchanges once Passenger's MHUpgrade purchase has been accepted by Malaysia Airlines and Passenger's nominated payment has been charged.
21. MHUpgrade is strictly non-transferable.
22. Enrich members will earn Enrich Miles for the original ticket for travel on Malaysia Airlines operated flights issued on the 232 documents only. No Enrich miles will be awarded on the amount(fare) paid for the MHUpgrade for the respective sectors.
23. Once passengers receive the confirmation email signifying acceptance of Passenger's MHUpgrade purchase, Malaysia Airlines will not be responsible or liable for any claims, damages, losses, costs or expenses arising from any changes to the booking, whether such changes are made by passengers or any third party for whatever reasons.
24. In the event of a change which necessitates Malaysia Airlines to re-accommodate Passenger on to another Malaysia Airlines flight for whatever reason(s) other than for reasons attributable to Passenger's fault, actions or omissions, any MHUpgrade purchase made in relation to the original booking may at the discretion of Malaysia Airlines be transferred to the new flight(s), subject to availability of seats in the upgraded class. If Passenger's booking is transferred to a flight operated by an airline other than Malaysia Airlines, Malaysia Airlines does not guarantee an Upgrade to a higher class.
25. (1) Passenger is entitled to a refund for the MHUpgrade purchase under the following conditions:
  - a. The flight for which Passenger's MHUpgrade purchase was accepted and upgraded was cancelled;
  - b. The flight for which Passenger's MHUpgrade purchase was accepted and upgraded was cancelled, and Malaysia Airlines re-accommodates Passenger on another flight which may or may not be operated by Malaysia Airlines. If for any reason Passenger is unable to be seated in the higher class of service to fulfill the Upgrade and Passenger is seated in the class of service of Passenger's original booking;

- c. Passenger's MHUpgrade purchase is accepted and Passenger were given an Upgrade, but Passenger is not able to be seated in the upgraded class of service for reasons attributable to Malaysia Airlines but excluding reasons attributable to Passenger's actions or omissions, including, but not limited to, Passenger's own decision in opting to change flights or Passenger missing a flight.
  - (2) No refund will be issued in the case of a change to a substitute aircraft to operate a flight where the MHUpgrade purchase is still available to Passenger on that substitute aircraft.
  - (3) Upon reimbursement by Malaysia Airlines, Malaysia Airlines shall have no further liability to Passenger.
  - (4) Should any refunds be approved, as set out the above mentioned circumstances, the amount paid will be refunded to the nominated payment card that was used to pay for the MHUpgrade purchase and it will be processed in the currency in which the Upgrade price was charged. Such refunds shall be limited to amount charged for the Upgrade and any taxes and fees paid for the Upgrade. No payment card issuer and bank-related fees or charges will be refunded.
- If the Passenger makes changes to the Ticket after the MHUpgrade purchase has been accepted by Malaysia Airlines, Passenger will not be entitled to transfer the Upgrade to another flight and the amount paid for the Upgrade will be forfeited without a refund.
26. (1) Passenger hereby agrees that to claim a refund, Passenger will submit a written request by sending an email to : MHUpgrade.enquiry@malaysiaairlines.com with a scanned copy of the following documents:
- a. Boarding Pass for the flight in question
  - b. Email notifying that the MHUpgrade is successful
  - c. Any other relevant document(s)
- (2) All refunds are to be submitted within 3 months from the scheduled flight date. Any decision pertaining to refunds will be in accordance with Section 21 of these Terms and Conditions and such decisions by Malaysia Airlines shall be final and binding.
27. The fare conditions for the original Ticket purchased by the Passenger, which includes, but is not limited to, cancellation policies, change fees, baggage allowance, and rules relating to the accrual of frequent flyer miles shall remain unchanged and in effect and will be applicable even if Passenger MHUpgrade purchase has been accepted and Passenger has been upgraded.
28. MHUpgrade purchase entitles the Passenger to use Malaysia Airlines lounge services in respect of the flight for which Passenger's MHUpgrade was accepted provided that the Passenger presents a valid boarding pass as supporting document before access to lounge can be given.
29. Enrich members will earn Enrich Miles on MHUpgrade for travel on Malaysia Airlines operated flights issued on the 232 document only. Enrich Miles will be awarded for every MYR 5.00 (or local equivalent) based on the Amount (fare) paid for the MHUpgrade for the respective sectors. All other applicable Enrich terms and conditions shall apply.
30. Malaysia Airlines reserves the right to change, alter, amend or cancel any or all of these Terms and Conditions from time to time, without any prior notice. The Terms and Conditions which apply to MHUpgrade and Upgrade are those applying at the date an Upgrade Offer is submitted. These Terms and Conditions shall be read in conjunction with Malaysia Airlines' General Conditions of Carriage, Website Terms of Use and Privacy Policy, which are hereby incorporated into and form part of these Terms and Conditions.
31. The failure by Malaysia Airlines to exercise its rights will not be construed as a waiver or relinquishment of the future performance of any of its rights, and Passenger's obligations with respect to such future performance shall continue in full force and effect.
32. By making an MHUpgrade purchase, Passenger expressly acknowledges that Passenger has read and understood the above Terms and Conditions and hereby agrees to the same.