#### THE GOLF LOUNGE FOR CIMB PREFERRED – ELIGIBILITY TERMS AND CONDITIONS

- "The Golf Lounge for CIMB Preferred" ("Lounge") is operated by Flagstick Ventures Sdn Bhd (also known as The Wedge) [Registration No: 2022201013620 (1459317-X)] a company incorporated in Malaysia and address at, Desa Sri Hartamas, 68-3, Jalan 27/70A, Desa Sri Hartamas, 50480 Kuala Lumpur. It is made available to eligible CIMB Preferred customers by CIMB Bank Berhad [Registration No:197201001799] ("CIMB").
- 2. This Lounge is made available from **16 January 2025 to 30 June 2025**, both dates inclusive ("**Launch Period**") or such other extended dates as may be notified by CIMB to eligible CIMB Preferred customers.

#### ELIGIBILITY

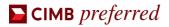
- 3. The Lounge is open to all CIMB Preferred customers:-
  - a. who have received CIMB's notification on the Complimentary Pass of Private Suite ("Complimentary Pass") at the Lounge together with redemption code ("Redemption Code") via Short Message Service ("SMS") Electronic Direct Mail ("EDM") and/or CIMB OCTO App ("OCTO App") during the Launch Period; and
  - b. who meet the following eligibility criteria :
    - i. achieved a minimum Asset Under Management ("AUM") (as defined in Clause 5a) of RM250,000; and
    - ii. hold a CIMB Preferred Visa Infinite Credit Card or CIMB Preferred Debit Mastercard;

herein collectively be referred as ("Eligible Customer(s)").

- 4. On top of the Complimentary Pass as defined in clause 3, an additional **one** (1) Pass ("**Additional Pass**") will be given to Eligible Customer(s) who meet the following eligibility criteria below each month:
  - a. achieved a minimum incremental AUM (as defined in Clause 5c) of RM250,000; or
  - b. achieved a minimum Incremental Investment and/or Bancassurance/Bancatakaful of RM150,000; or
  - c. New to CIMB Preferred customers from 16 January 2025 to 30 June 2025 with a minimum AUM of RM250,000; and
  - d. maintained fulfillment of Clause 4a or 4b or 4c for 2 months ("Maintenance Period").
- 5. For the purposes of this Lounge:
  - a. "Asset Under Management ("AUM")" shall mean total amount:
    - i. deposited by the Eligible Customer(s) in any of his/her sole or joint deposit account(s) with CIMB (for joint account, the Eligible Customer(s) must be the primary accountholder); and/or
    - ii. invested in any selected investment product(s) of CIMB ("**Investment**") under the Eligible Customer's sole or joint account (for joint account, the Eligible Customer(s) must be the primary accountholder); and/or
    - iii. purchased/participated in the selected Life Insurance and/or Family Takaful product(s) ("Bancassurance/Bancatakaful") based on the cumulative First Year Annualised Premium ("FYAP")/First Year Annualised Contribution ("FYAC") where the Eligible Customer(s) is the policy owner/contract holder/certificate owner.

For the avoidance of doubt, if the Eligible Customer(s)' Bancassurance/Bancatakaful Product(s) ceases to be in force, all previous cumulative FYAP/FYAC will be excluded for the purpose of the AUM. The selected Investment and Bancassurance/Bancatakaful and their eligibility criteria can be viewed at CIMB's website at <u>www.cimbpreferred.com.my.</u>

- b. "Baseline AUM" shall mean the total AUM as at every month end from December 2024 to June 2025.
- c. "Incremental AUM" shall mean the total AUM as at the end of January, February, March, April, May and June 2025 minus the Baseline AUM.
- d. "Baseline Investment and/or Bancassurance/Bancatakaful" shall mean the total Investment and/or Bancassurance/Bancatakaful as at every month end from December 2024 to June 2025.
- e. "Incremental Investment and/or Bancassurance/Bancatakaful" shall mean the total Investment



and/or Bancassurance/Bancatakaful as at the end of January, February, March, April, May and June 2025 minus the Baseline Investment and/or Bancassurance/Bancatakaful.

- 6. For the purposes of the Additional Pass:
  - a. The table below shows the month positioning of the calculation for the Incremental AUM, Investment and/or Bancassurance/Bancatakaful.

Redemption Month	Baseline AUM/Investment/Bancassurance/Bancatakaful	Incremental AUM/Investment/ Bancassurance/Bancatakaful 2 months position
Mar '25	31 Dec '24	1 Jan – 28 Feb '25
Apr '25	31 Jan '25	1 Feb – 31 Mar '25
May '25	28 Feb '25	1 Mar – 30 Apr '25
Jun '25	31 Mar '25	1 Apr – 31 May '25
Jul '25	30 Apr '25	1 May – 30 Jun '25
Aug '25	31 May '25	1 Jun – 31 Jul '25

All Additional Passes can be utilized until 30 September 2025.

b. Examples of the monthly calculation of incremental AUM/Investment/Bancassurance/Bancatakaful as defined in clause 6(a) is as follow:

Customer	Eligibility Criteria	Redemption Month	Baseline AUM Invesment and/or Banca balance	EOP AUM, Invesment and/or Banca balance	Eligible Incremental for 2 months position	Eligible Customer(s)' Entitlement to Additional Pass?
А	Clause4a	Mar	RM500,000 on 31 Dec '24	RM700,000 on 28 Feb'25	RM200,000	No
В	Clause4b	Apr	RM250,000 on 31 Jan '25	RM500,000 on 31 Mar'25	RM250,000	Yes
С	Clause4c	Jun	RM500,000 on 31 Mar '25	RM300,000 on 31 May'25	RM0	No

- 7. Eligible Customer(s) will receive **one (1)** Complimentary Pass with the redemption period as per table below for each batch and/or **one (1)** Additional Pass subject to meeting the criteria in clause 4.
- 8. Each Complimentary Pass and Additional Pass will entitle the Eligible Customer(s) to 3 hours of Lounge usage. Eligible Customer(s) shall receive Complimentary Pass in batches as per the table below. Frequency of Complimentary Pass issuance may be subject to change without prior notice.

Complimentary Pass Issuance	Redemption Period
Batch 1 (January 2025)	16 January 2025 – 28 February 2025
Batch 2 (February 2025)	1 March 2025 – 30 April 2025
Batch 3 (April 2025)	1 May 2025 – 30 June 2025

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- 9. Eligible Customer(s) will be given a Redemption Code to redeem the Complimentary Pass and Additional Pass which will be communicated to customers via SMS, EDM and/ or OCTO App
- 10. There will be two suites, namely Private Wealth Suite and Preferred Suite ("**Private Suite**") at the Lounge which will be available for usage. The Eligible Customer(s) may make reservation based on the following steps:
  - i. by visiting CIMB Preferred page in the CIMB website: <u>https://www.cimbpreferred.com.my/en/preferred-experience/exclusive-events/golf-lounge-cimb-preferred.html;</u>
  - ii. click the button "Make your reservation today" in the said website page;
  - iii. after clicking the button, the Eligible Customer(s) will be directed to the Flagstick Ventures Sdn Bhd (also known as The Wedge)'s phone number to make reservations through WhatsApp.
- 11. Eligible Customer(s) are allowed to reserve the Private Suite subject to the requirement of a minimum of 4 pax up to a maximum of 10 pax for each reservation.
- 12. Upon arrival at the Lounge, Eligible Customer(s) must present their Redemption Code and Preferred Visa Infinite credit card or Preferred Debit Mastercard to access the Private Suite.
- 13. In the event the Eligible Customer(s) wish to extend beyond the time limit of the respective Pass, the cost will be of walk-in rate at a 50% preferential rate.
- 14. Cancellation is only allowed 24 hours in advance of the booking time. Late cancellation will be classified as a no-show. If Eligible Customer(s) do not show up for the reservation, the Redemption Code will be forfeited and the Eligible Customer(s) unable to utilize the said Redemption Code.
- 15. If Eligible Customer is late for the reservation, the 3 hours Lounge usage will be reduced accordingly.
- 16. The redemption of the Complimentary Pass and the Additional Pass is only applicable at The Golf Lounge for CIMB Preferred (Operated by The Wedge), Desa Sri Hartamas, 68-3, Jalan 27/70A, Desa Sri Hartamas, 50480 Kuala Lumpur.
- 17. The use and access of the lounge are subject to the terms and conditions of the Lounge. The Eligible Customer(s) shall refer to Flagstick Ventures Sdn Bhd's (also known as The Wedge) for any complaint relating to the Lounge.
- 18. All risks, loss or damage associated with the redemption or usage of the Complimentary Pass and the Additional Pass shall be assumed by the Eligible Customer(s). CIMB shall not be liable or responsible for any injury, loss, damage, charge, cost or expense of any kind whatsoever suffered or incurred as a result of or in connection with the redemption or usage of the Pass.
- 19. Eligible Customer(s) shall ensure that his/her telephone number and/or email address provided are current and updated with CIMB. CIMB shall not be responsible to the Eligible Customer(s) for any loss (including loss of opportunity and consequential loss arising there from) suffered resulting from delay, non-receipt of CIMB's SMS, EDMand/or OCTO App by the Eligible Customer(s) or any failure of receiving the Redemption Code for the Pass in the event the Eligible Customer(s)' telephone number and/or email address in CIMB's record is not updated or correct.
- 20. CIMB's determination as to whether an Eligible Customer(s) is entitled to the Complimentary Pass and the Additional Pass shall be final, binding and conclusive and such determination shall not be challenged by any party in any manner whatsoever.
- 21. Notwithstanding Clause 3, Clause 4 and Clause 7, the following persons/entities shall NOT be eligible for entry to the Lounge:
  - a. Sole-proprietorships, partnerships, charitable/non-profit organizations/societies, corporate and commercial customers;
  - b. Individuals below the age of 18 years;
  - c. CIMB accountholders with an invalid mobile number and/or e-mail address and/or OCTO App registered in CIMB's record.

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- 22. In relation to joint accounts, only the first named account holder i.e. the primary account holder shall be eligible to participate in the Campaign ("**Primary Accountholder**"). For the purposes of this Campaign, joint accountholder(s) other than the Primary Accountholder will not be eligible to participate in this Campaign.
- 23. CIMB is not an agent of Flagstick Ventures Sdn Bhd (also known as The Wedge), their subsidiary or affiliate and makes no representation/warranties/endorsement as to the quality/merchantability/fitness of the goods and services provided at the Lounge and shall not be liable for any injury/loss/damages suffered from use of facilities or services at the Lounge.
- 24. The Eligible Customer(s) acknowledge and accept that the Lounge has not been certified by CIMB and therefore the inclusion of the Lounge shall not be construed as an endorsement or recommendation of the same by CIMB.

#### OTHER TERMS AND CONDITIONS PERTAINING TO THE ELIGIBILITY CRITERIA

- 25. The Eligible Customer(s) agrees that by submitting bookings for a slot at the Lounge and/or using the facilities at the Lounge, they:
  - a. are required to read and understand these terms and conditions governing the Lounge's eligibility criteria and the Lounge Terms and Conditions;
  - b. have accessed, read and confirmed their agreement to these Eligibility Criteria Terms and Conditions;
  - c. confirm that the key contract terms affecting their obligations have been adequately explained to them;
  - d. consent to CIMB processing and disclosing their personal data as well as any personal data of any individual which the Eligible Customer(s) may share with CIMB in accordance with the CIMB Group Privacy Notice at <a href="http://www.cimb.com.my">www.cimb.com.my</a>; and
  - e. <u>agree</u> that all decisions reasonably made by CIMB in relation to every aspect of this Lounge including but not limited to the eligibility criteria shall be final, binding and conclusive.
  - f. agree that CIMB shall not be liable or held responsible to the Eligible Customers if CIMB is unable to perform in whole or in part any of its obligations in these Terms and Conditions attributable directly or indirectly to:
    - i. the failure of any mechanical or electronic device, data processing system or transmission line;
      - ii. electrical failure;
      - iii. industrial dispute, war, strike or riot;
      - iv. any act of God beyond CIMB's control; or
      - v. any factor which is beyond CIMB's reasonable control.
- 26. CIMB shall have the right to extend, shorten, discontinue, cancel, terminate or suspend this Lounge by giving seven (7) calendar days' prior notice to the Eligible Customer(s) via:
  - a. announcement at CIMB's website; and/or
  - b. notice at CIMB's branches; and/or
  - c. by any other means of notification which CIMB may select.
- 27. For avoidance of doubt, CIMB shall not be liable to the Eligible Customer(s) for any losses, damages, costs or expenses as may be suffered or incurred by the Eligible Customer(s) as a direct or indirect result of any cancellation, suspension, shortening or extension of the Lounge.
- 28. CIMB shall not be liable to any Eligible Customers or any party for any losses, costs or damages (including but not limited to, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages) resulting from:
  - a) The Eligible Customers' participation or non-participation in the Campaign; and/or
  - b) Any non-receipt or delayed receipt by the Eligible Customers of the Short Message Service ("SMS") or eDM

unless such loss or damage arises from and is caused directly by CIMB 's gross negligence or wilful default.

- 29. a. CIMB shall have the right to vary, add, delete, or amend any of these Eligibility Criteria Terms and Conditions ("Amendment") by giving twenty-one (21) calendar days' prior notice to the Eligible Customer(s) via:
  - i. announcement at CIMB's website; and/or
  - ii. notice at CIMB's branches; and/or

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- iii. advertisement in one newspaper of CIMB's choice; and/or
- iv. by any other means of notification which CIMB may select.
- b. The Amendment shall be considered as binding on the Eligible Customer(s) from the date as specified by CIMB in the notification.
- c. If the changes are required by law or any rules, regulations, directives, notices and guidelines ("**Regulations**") then they will take effect in accordance with the law or Regulations and CIMB will inform/give notice to the Eligible Customer(s) about these changes as soon as possible.
- d. Eligible Customer(s) agree to access CIMB's website at regular intervals to view the terms and conditions of the Lounge and to ensure that they are kept up-to date with any variation to these Terms and Conditions.
- 30. CIMB will not be liable to the Eligible Customer(s) for any losses, costs or damages suffered or incurred by the Eligible Customer(s) as a direct or an indirect result of the Amendment.
- 31. The Eligible Customers shall fully indemnify and keep CIMB indemnified against any fee, cost, charge, expense, loss, damage or liability which CIMB may incur as a result of the Eligible Customer(s):
  - a. receipt, redemption or use of the Redemption Code; and/or
  - b. breach or failure to comply with these Terms and Conditions
- 32. These Terms and Conditions shall prevail over any provisions or representations contained in any other materials advertising the Lounge.
- 33. These Terms and Conditions are subject to and construed in accordance with the laws of Malaysia and the rules, regulations and guidelines of Bank Negara Malaysia and other relevant regulatory bodies to which CIMB is subject.
- 34. CIMB shall have the right to disqualify any Eligible Customer(s) that it determines to be:
  - a. tampering with the participation process; and/or
  - b. acting in breach of these Terms and Condition
- 35. Eligible Customer(s) shall direct any query, feedback, concern, issue or complaint pertaining to the use of the Lounge and/or services to Flagstick Ventures Sdn Bhd (also known as The Wedge) for resolution.
- 36. Flagstick Ventures Sdn Bhd (also known as The Wedge) as the provider of the Lounge and/or services shall attend any feedback, complaint and/or any matter relating to the Lounge and/or services.
- 37. If CIMB does not exercise a right that it has in these Terms and Conditions, this does not stop CIMB from exercising that right or any other rights CIMB has in the future.
- 38. a. Eligible Customer(s) may contact CIMB's Customer Resolution Unit ("**CRU**") for feedback and/or complaint in relation to the eligibility criteria in Clause 3 and Clause 4 via letter, phone call and email:-

Address: P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan Telephone No.: 1300 885 300 (CIMB Preferred Call Centre) Email: <u>contactus@cimb.com</u>

b. CIMB may change the above contact details by notifying the Eligible Customer(s) by way of announcement at CIMB's website or by any other means of notification which CIMB may select.

39. CIMB's website may contain links to other websites ("Third Party Links"). CIMB has no control over, and do not monitor or review the contents of the Third Party Links. If the Eligible Customer(s) do click on the Third Party Links, the Eligible Customer(s) understand that they are accessing the Third Party Links at their own risk and CIMB is not responsible for any losses the Eligible Customer(s) may incur.