

## TERMS AND CONDITIONS

### CIMB Sky Lounge Access at Skypark, Subang Airport Program

1. The CIMB Sky Lounge Access at Skypark, Sultan Abdul Aziz Shah Airport (commonly referred to Subang Airport) Program ("**the Program**") is jointly organised by CIMB Bank Berhad [Registration No: 197201001799 (13491-P)] ("**CIMB Bank**") and CIMB Islamic Bank Berhad [Registration No: 200401032872 (671380-H)] ("**CIMB Islamic Bank**"). CIMB Bank and CIMB Islamic Bank shall collectively be referred to as "**CIMB**".

#### The Program Period

2. The Program shall run from 1 February 2024 to 31 January 2026, both dates inclusive ("**the Program Period**").
3. CIMB reserves the right upon giving notice of not less than fourteen (14) calendar days to change the duration and/or the commencement and/or the expiry dates of the Program Period.

#### Eligibility

4. This Program is open to all principal and supplementary credit cardholders who spend with CIMB Preferred Visa Infinite, CIMB Preferred Visa Infinite-i, CIMB Visa Infinite and CIMB Visa Signature Credit Card ("**Eligible Card(s)**") issued by CIMB in Malaysia during the Program Period and in accordance to these terms and conditions (hereinafter referred to as "**Eligible Cardholder(s)**").

#### Program Mechanic and Conditions

5. Eligible Cardholder(s) is required to meet a **minimum monthly spend requirement of Ringgit Malaysia Two Thousand (RM2,000.00) only on Eligible Transaction(s) (as defined under Clause 13 herein) in the same calendar month** using the same Eligible Card(s) ("**Spend Requirement**") to enjoy the complimentary access to Sky Lounge at Skypark, Subang Airport ("**Complimentary Access**").
6. The availability of Complimentary Access is subject to the following terms and conditions:
  - a) Limited to **one thousand (1,000) monthly visits** to the Sky Lounge at Skypark, Subang Airport by all Eligible Cardholder(s) who met the Spend Requirement during the Program Period. For the avoidance of doubt, once this cap is reached, the Complimentary Access will not be available to any Eligible Cardholder(s) even though he/she met the Spend Requirement;
  - b) Limited to **four (4) visits per month** to the Sky Lounge at Skypark, Subang Airport per Eligible Cardholder(s);
  - c) Limited to a total of **twelve (12) visits per year during the Program Period** to the Sky Lounge at Skypark, Subang Airport per Eligible Cardholder(s);

Program Period	Complimentary Access
1 February 2024 – 31 January 2025	12 visits
1 February 2025 – 31 January 2026	12 visits

Note: Each visit to the Sky Lounge Subang Airport by the principal and supplementary credit cardholder(s) for the same eligible Card(s) will be counted separately as one (1) visit. For example:

*Principal Eligible Cardholder X for Eligible Card A who visited the Sky Lounge at Skypark, Subang Airport on 1<sup>st</sup> and 7<sup>th</sup> March 2025 will be considered to have made 2 visits for March 2025 and will still be entitled to 2 more visits for the month of March.*

*Supplementary Eligible Cardholder Y for Eligible Card A (under Principal Eligible Cardholder X) who visited the Sky Lounge at Skypark, Subang Airport on 1<sup>st</sup> and 7<sup>th</sup> March 2025 as well is considered to have made 2 visits for March 2025 and will still be entitled to 2 more visits for the month of March 2025.*

7. The Spend Requirement must also be met on the same Eligible Card(s) that is used by the Eligible Cardholder(s) for the Complimentary Access at Sky Lounge at Skypark, Subang Airport. If the Eligible Cardholder(s) has multiple Eligible Card(s), the retail spending transaction(s) made on each Eligible Card(s) cannot be combined and cannot be brought forward to the following calendar month to meet the Spend Requirement of any of the Eligible Card(s). For instance, if a Eligible Supplementary Cardholder access the Sky Lounge at Skypark, Subang Airport in March 2025, the Spend Requirement must be met on the same supplementary Eligible Card in March 2025.
8. If the Eligible Cardholder(s) does not meet the Spend Requirement stipulated in Clause 5, a walk-in fee of RM100 for each access to Sky Lounge at Skypark, Subang Airport will be billed to the same Eligible Cardholder(s)' credit card account.

*Illustration 1: Single entry to Sky Lounge at Skypark, Subang Airport in a calendar month.*

Eligible Cardholder(s)	Date of Eligible Cardholder(s)' access to Sky Lounge at Skypark, Subang Airport	Period where Eligible Cardholder(s) is required to meet the Spend Requirement	Total Eligible Transactions during the same calendar month the Eligible Cardholder(s) accessed Sky Lounge at Skypark, Subang Airport (RM)	Meet Spend Requirement	Amount billed to Eligible cardholder(s)' credit card account (RM)
A	18 February 2024	1 February – 29 February 2024	2,050	Yes	None
B	29 March 2025	1 March – 31 March 2025	1,900	No	100

*Illustration 2: Multiple entries to Sky Lounge at Skypark, Subang Airport in a calendar month.*

Eligible Cardholder(s)	Date of Eligible Cardholder(s)'	Period where Eligible Cardholder(s)	Total Eligible Transactions during the same	Meet Spend Requirement	Amount billed to Eligible Cardholder(s)'
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	access to Sky Lounge at Skypark Subang Airport	is required to meet the Spend Requirement	calendar month the Eligible Cardholder(s) accessed Sky Lounge at Skypark, Subang Airport (RM)		credit card account (RM)
C	1, 15 and 28 April 2024	1 April – 30 April 2024	2,700	Yes	None
D	3 May and 6 May 2025	1 May - 31 May 2025	1,900	No	200 <sup>1</sup>

<sup>1</sup>Cardholder D will be billed for RM100 for each access (RM100 x 2 = RM200) as the Spend Requirement is not met.

9. Eligible Cardholder(s) is entitled to access the Sky Lounge at Skypark, Subang Airport **once per day only**. Sky Lounge by Naza at Subang Airport, Skypark Terminal operates from 5:30am to 9:00pm daily. The lounge is located on the first floor.
10. Facilities available at Sky Lounge at Skypark, Subang Airport include food & beverage, prayer section, flight information, air conditioning, newspaper/magazine, charging points, conference & meeting room, TV, rest room, wifi, & massage chair which is subject to the change by Sky Lounge at Skypark, Subang Airport, their terms and conditions and Terms of Access, if any.
11. Eligible Cardholder(s) is required to present their Eligible Card(s) and Boarding Pass upon admission to the Sky Lounge at Skypark, Subang Airport. The name on the Boarding Pass must match the Eligible Cardholder(s)' name on the Eligible Card(s) to be allowed for entry to the Sky Lounge at Skypark, Subang Airport. Sky Lounge Subang Airport reserves the right to refuse entry to the Eligible Cardholder(s) in the event of any non-valid details of the Eligible Card(s) or Boarding Pass. Sky Lounge at Skypark, Subang Airport reserves the right to collect data pertaining to contact details of the Eligible Cardholder(s) solely for admission purposes and subject to their personal data policy/terms.
12. Accompanying adult and children of the Eligible Cardholder(s) are entitled to a 50% discount on published walk-in rate of Sky Lounge at Skypark, Subang Airport and subject to a maximum of 3 accompanying guests per Eligible Cardholder(s).
13. **“Eligible Transaction(s)”** shall mean purchase transactions for goods and/or services using the Eligible Card(s). For the avoidance of doubt, the following transactions are expressly **excluded** and shall not be treated as Eligible Transaction(s):
  - i) Quasi Cash transactions – (example: betting and/or gaming transactions);
  - ii) Monthly instalments under any instalment payment facility provided by CIMB;
  - iii) Payment of annual fees or service charges, delivery charges, cash payments, card replacement fee, government service tax, or any other fees, charges or penalties whether imposed by CIMB or otherwise;
  - iv) Cash advance/withdrawal/deposit transactions;
  - v) Standing instructions/ auto-payment service;
  - vi) Spending transactions which are subsequently cancelled or refunded, disputed, unauthorised or fraudulent transactions;
  - vii) JomPAY, FPX and/or Duitnow QR transactions; and
  - viii) Transactions made using prepaid credit balance which is the amount paid into the Eligible Cardholder's credit card account minus any amount used on credit by the Eligible Cardholder. For example, if Eligible Cardholder's original credit limit is RM50,000 and

he/she uses RM10,000 from the credit limit and then pays RM30,000 into the credit card account, the balance of RM20,000 paid (RM30,000 payment minus RM10,000 utilization) is the prepaid credit balance. If the same Eligible Cardholder does not use his/her credit card at all but pays RM20,000 into the credit card account, the RM20,000 is the prepaid credit balance.

Any determination by CIMB as to what constitutes Eligible Transaction(s) shall be conclusive and shall not be challenged in any manner whatsoever by the Eligible Cardholder(s) unless the same appears as grossly unfair or unjust.

14. All Eligible Transaction(s) will be automatically tracked by CIMB for the purpose of determining whether the Spend Requirement is met by the Eligible Cardholder(s). The tracking of Eligible Transaction(s) is based on the transaction dates and/or time (Malaysia Time) as captured by CIMB's transaction records during the Program Period.
15. CIMB shall not be held responsible or liable for any delay in the posting of the Eligible Transaction(s) to the Eligible Cardholders' Eligible Cards and/or error or omission in the posting of the same due to any reasons whatsoever and howsoever arising including but not limited to the delay on the part of the merchant unless the same is due to the gross negligence and/or wilful default of CIMB. CIMB shall not be responsible for any failure and/or error and/or delay in the transmission of evidence of Eligible Transaction(s) and/or posting of the Eligible Transaction(s) to the Eligible Cardholder(s)' Eligible Card(s) by Visa, merchant establishments or any other party unless the same is due to the gross negligence or wilful default of CIMB.
16. CIMB makes no representation as to the quality, merchantability for any purpose of the goods, facilities and/or service(s) provided by Sky Lounge at Skypark, Subang Airport. Any dispute about the quality or the service standard or any matters related to the access and the use of facilities/goods at Sky Lounge Subang Airport must be resolved directly with Sky Lounge at Skypark, Subang Airport. CIMB will not be responsible for any injury, loss or damage or harm suffered or incurred by or in connection with the goods, facilities and services provided by Sky Lounge at Skypark, Subang Airport.

## **General Terms and Conditions**

17. The Eligible Cardholders agree that by participating in the Program, they:
  - a) are required to read and understand these Terms and Conditions;
  - b) have accessed, read and confirm their agreement to these 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 Cardholders may share with CIMB in accordance with the CIMB Group Privacy Notice at [www.cimb.com.my](http://www.cimb.com.my);
  - e) agree that all decisions reasonably made by CIMB in relation to every aspect of this Program shall be final, binding and conclusive; and.
  - f) agree that CIMB shall not be liable or held responsible to the Eligible Cardholders 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.

18. CIMB shall have the right to extend, shorten, discontinue, cancel, terminate or suspend the Program by giving fourteen (14) calendar days' prior notice to the Eligible Cardholders via:

- (i) announcement at CIMB's website; and/or
- (ii) notice at CIMB's branches; and/or
- (iii) by any other means of notification which CIMB may select.

For avoidance of doubt, CIMB shall not be liable to the Eligible Cardholders for any losses, damages, costs or expenses as may be suffered or incurred by the Eligible Cardholders as a direct or indirect result of any cancellation, suspension, shortening or extension of the Program.

19. CIMB shall not be liable to any Eligible Cardholders 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 Cardholders' participation or non-participation in the Program; and/or
- b) Any non-receipt or delayed receipt by the Eligible Cardholders of the Short Message Service ("**SMS**") or eDM relating to the Program

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

20. a) CIMB shall have right to vary, add, delete, or amend any of these Terms and Conditions ("Amendment") by giving twenty-one (21) calendar days' prior notice to the Eligible Cardholders via:

- (i) announcement at CIMB's website; and/or
- (ii) notice at CIMB's branches; and/or
- (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 Cardholders 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 Cardholders about these changes as soon as possible.

d) Eligible Cardholders agree to access CIMB's website at regular intervals to view the terms and conditions of the Program and to ensure that they are kept up to date with any variation to these Terms and Conditions.

21. CIMB will not be liable to the Eligible Cardholders for any losses, costs or damages suffered or incurred by the Eligible Cardholders as a direct or an indirect result of the Amendment.
22. The Eligible Cardholders shall fully indemnify and keep CIMB indemnified against any fee, cost, charge, expense, loss, damage or liability which the CIMB may incur as a result of the Eligible Cardholders:
  - a) participation in the Program; and/or
  - b) receipt, redemption or use of the Complimentary Access; and/or
  - c) breach or failure to comply with these Terms and Conditions
23. These Terms and Conditions:
  - a) shall prevail over any provisions or representations contained in any other materials advertising the Program; and
  - b) are to be read together with the prevailing terms and conditions of the CIMB's product(s) and/or service(s) relating to the Program which shall apply in addition to these Terms and Conditions.
24. 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.
25. 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.
26.
  - a) Eligible Cardholders may contact CIMB's Customer Resolution Unit ("CRU") for any queries, feedback and/or complaint in relation to this Program via letter, phone call, fax and email:  
Address: CIMB Bank Berhad / CIMB Islamic Bank Berhad, Customer Resolution Unit (CRU), P.O. Box 10338, GPO Kuala Lumpur, 50710 Wilayah Persekutuan  
Telephone No: +603 - 6204 7788  
Email: [contactus@cimb.com](mailto:contactus@cimb.com)
  - b) CIMB may change the above contact details by notifying the Eligible Cardholders by way of announcement at CIMB's website or by any other means of notification which CIMB may select.