

## **TERMS AND CONDITIONS GOVERNING THE USAGE OF CIMB PREFERRED LOUNGE(S) (“Programme”)**

1. CIMB Preferred Lounge is open to Customers of CIMB Bank Berhad, Singapore Branch (“CIMB”).
2. “Preferred Lounge” refers to the preferred lounge under the occupancy of CIMB which is available for access to Customers. “Lounge Facilities” refer to the seating at the waiting area and facilities of the Preferred Lounge including:
  - (a) Food and beverages;
  - (b) Complimentary Internet Access;
  - (c) Selection of local/international magazines and newspapers;
  - (d) Mobile/laptop battery recharging facilities.
3. “Customer(s)” means Preferred customers of CIMB, who can be verified by CIMB via their CIMB Preferred ATM Card or their NRIC/Identification number.

### **ENTRY AND USE OF PREFERRED LOUNGE**

4. To receive access to the Preferred Lounge and to enjoy Lounge Facilities, Customer is required to register and obtain verification at the CIMB Preferred Service Ambassador counter by providing their CIMB Preferred ATM Card or their NRIC/Identification number. CIMB reserves the right in its sole and absolute discretion to allow and/or deny any Customer’s entry and/or usage of any of the Preferred Lounge(s) and Lounge Facilities.
5. All specifications, descriptions, drawings, photographs or illustrations and any advertising matter and sample books of the Preferred Lounge and/or Lounge Facilities are only intended to serve as a guide and not to be relied upon by the Customer or treated as binding or as forming part of these conditions or any contract with the Customer.
6. CIMB reserves the right in its sole and absolute discretion to vary the hours of operation of the Preferred Lounge or to close the Preferred Lounge at any time for any reason whatsoever. In the event that entry to the Preferred Lounge is refused or Customers are suddenly required to leave the premises of a Preferred Lounge due to any reason including the sudden change in operating hours and/or capacity constraints, CIMB has no obligation whatsoever to provide any alternative to Customer.
7. CIMB shall have the right in its sole and absolute discretion to refuse a Customer entry to the Preferred Lounge for regulatory reasons including but not limited to health and safety policies or fire regulations.
8. Each Customer is limited to a maximum of 2 hours for the usage of the Preferred Lounge.
9. The access of the Preferred Lounge is for use by the Customer only and cannot be transferred or used by another individual. Customer may bring guests to the Preferred Lounge only if such Customer is entering and remaining at the Preferred Lounge as well, but admittance of guests to the Preferred Lounge shall be at CIMB’s sole and absolute discretion. Customers shall ensure that such guests are aware and agree to these terms and conditions where references to customers shall be read (where applicable) to refer to guests (including for the guests to agree to abide by the customer’s obligations and to acknowledge and agree to CIMB’s discretion herein). Children under the age of 12 are required to be accompanied by an adult at all times.

### **CUSTOMER’S OBLIGATION**

10. Customers shall comply with all house rules while using the Preferred Lounge and/or Lounge Facilities including but not limited to responsible use of the Lounge Facilities and not to disrupt the use of the Preferred Lounge by other Customers. The Customer shall ensure that he is at all times appropriately dressed and shall behave in an appropriate manner. CIMB reserves the right at its sole and absolute discretion to refuse entry or to remove any Customer whose behaviour or mode of dress is considered by CIMB to be inappropriate or is likely to offend other Customers (including but not limited to Customer dressing in singlets or slippers).
11. Customers must not remove food and/or drinks from the Preferred Lounge premise and shall not consume food and/or drinks other than the food and/or drinks provided in the Preferred Lounge.
12. The Customer agrees to adhere to any no smoking policies in operation in any of the Preferred Lounges.

### **LIMITATION ON LIABILITY**

13. CIMB shall under no circumstances be liable for any claims, expenses, loss or damages incurred by the Customer or any party arising in respect of this Programme due to any reason whatsoever.
14. CIMB shall under no circumstances be liable or responsible for any property and/or the personal belongings of any Customer, and a Customer shall take their property and/or personal belongings into the Preferred Lounge solely at their own risk and it is Customer's responsibility to ensure that their property and/or personal items are secure. CIMB will be entitled to dispose of any property left behind in the Preferred Lounge and Customer agrees to waive any claims or demands regarding such property or CIMB's handling of such property.
15. The Customer shall fully indemnify and compensate CIMB, its employees, sub-contractors and agents in respect of all actions, suits, claims, demands, costs, charges or expenses arising (whether asserted by the Customer or third party) out of or in connection with the use of the Preferred Lounge and/or the provision of the Lounge Facilities except to the extent a claim results from the gross negligence, willful misconduct or fraud of the CIMB.

### **GENERAL**

16. CIMB reserves the right to amend, revoke, vary or add to the terms and conditions of this Programme or terminate or suspend this Programme or any of its governing terms in its absolute discretion at any time without any liability and such changes shall be binding on all Customers with effect from the earliest of the following:
  - a) the date CIMB places notice of such changes on its Singapore website;
  - b) the day after CIMB sends notice of such changes to the Customer's last known address in the records of CIMB by ordinary post;
  - c) the day after CIMB sends notice of such changes to the Customer by Short Messaging System (SMS) or electronic mail; and/or
  - d) the date CIMB places such notice at all of its branch(es) in Singapore.
17. By participating in this Programme, all Customers agree and consent that CIMB may use, disclose and process personal data provided by the Customer for the purposes of administering and conducting this Programme and for one or more of the purposes stated in the Bank's Terms and Conditions Governing Personal Data Protection Act (PDPA) 2012 (available on [www.cimb.com.sg](http://www.cimb.com.sg)) and all Customers confirm that they have read and agree to be bound by the terms stated therein, as may be amended, supplemented and/or substituted by CIMB from time to time.
18. In case of dispute, the decision of CIMB shall be final, conclusive and binding. No further correspondence and/or claims will be entertained.
19. These terms and conditions shall be governed by the laws of Singapore and all Customers irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
20. A person who is not a party to any agreement governed by these terms and conditions shall not have any right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these terms and conditions.
21. In the event of any inconsistency between these terms and conditions and any other material relating to the Programme, these terms and conditions shall prevail to the extent of matters relating to the Programme.

**CIMB Bank Berhad** (13491-P)