

CIMB PREFERRED COMPLIMENTARY COURT ACCESS WITH ASCARO – ELIGIBILITY TERMS AND CONDITIONS

1. **“ASCARO Padel Court” (“ASCARO”)** is operated by ASCARO SEA SDN BHD. [Registration No: 1588934-X] a company incorporated in Malaysia and address at, No. 229, PV 128, Jalan Genting Kelang, 53300 Kuala Lumpur, W.P. Kuala Lumpur, Malaysia. Complimentary court access of ASCARO padel court (**“Complimentary Pass”**) is made available to eligible CIMB Preferred customers by CIMB Group Holdings Berhad [Registration No:195601000197] (**“CIMB”**).
2. ASCARO is made available from **18 November 2025 to 1 November 2026**, both dates or such other extended dates as may be notified by CIMB to eligible CIMB Preferred customers.

ELIGIBILITY

3. ASCARO Complimentary Pass is available to all CIMB Preferred customers:-
 - a. who have received CIMB’s notification on the Complimentary Pass at ASCARO together with the Monthly Promo Code (**“Monthly Promo Code”**) via CIMB OCTO App (**“OCTO App”**) – “Just For You”, Electronic Direct Mail (**“EDM”**), WhatsApp Message (**“WhatsApp”**)-and/or Short Message Services (**“SMS”**).
 - b. who meet the following eligibility criteria :-
 - i. achieved a minimum Asset Under Management (**“AUM”**) (as defined in Clause 4a) of RM250,000;herein collectively be referred as (**“Eligible Customer(s)”**).

4. For the purposes of ASCARO: -

- 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 and within the campaign period.

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 www.cimbpreferred.com.my.

- b. **“Baseline AUM”** shall mean the total AUM as at every month.
 - c. **“Incremental AUM”** shall mean the total AUM as at the end of every month 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.
 - e. **“Incremental Investment and/or Bancassurance/Bancatakaful”** shall mean the total Investment and/or Bancassurance/Bancatakaful as at the end of every month minus the Baseline Investment and/or Bancassurance/Bancatakaful.
5. Each Complimentary Pass will entitle the Eligible Customer(s) to ASCARO Padel Court usage (1 session). Eligible Customer(s) shall receive Complimentary Pass on monthly basis. Frequency of Complimentary Pass issuance may be subject to change without prior notice, first come first served basis.
 6. Eligible Customer(s) will be given a Monthly Promo Code to redeem the Complimentary Pass which will be communicated to customers via OCTO App, EDM, WhatsApp and/or SMS.

- a. Court booking to be done via ASCARO booking website or app by the Eligible Customer (“**the booker**”).
 - b. Monthly Promo Code to be included in the “Promo Code” section before payment. The complimentary access of Padel Court (1 session) will be reflected during Checkout.
 - c. 1 court to fit 2-4 players, including the Eligible Customer (“**the booker**”).
 - d. One (1) time booking can be made at one (1) outlet only, either: (subject to availability)
 - i. **ASCARO One Utama** (Level UR, Roof top, 1 Utama Shopping Centre (New Wing), Bandar Utama, 47800 Petaling Jaya, Selangor) or
 - ii. **TREC KL** (L4 TREC Rooftop, 438, Jln Tun Razak, KL City Centre, 50400 Kuala Lumpur, Wilayah Persekutuan Kuala Lumpur).
 - e. Booking can only be done within ASCARO’s opening hours: 7:00AM – 12:00AM.
7. Cancellation will be classified as a no-show. If Eligible Customer(s) do not show up for the reservation, the Complimentary Pass will be forfeited and the Eligible Customer(s) is unable to utilize the said Complimentary Pass.
 8. If Eligible Customer is late for the reservation, the ASCARO Padel Court usage (1 session) will be reduced accordingly.
 9. The use and access of ASCARO are subject to the terms and conditions of ASCARO. The Eligible Customer(s) shall refer to ASCARO SEA Sdn Bhd’s for any complaint relating to ASCARO.
 10. All risks, loss or damage associated with the redemption or usage of the Complimentary 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.
 11. Eligible Customer(s) shall ensure that his/her telephone number and/or email address provided are current and updated with CIMB. Eligible Customers(s) must also ensure that his/her OCTO App is active and updated. 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 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.
 12. CIMB’s determination as to whether an Eligible Customer(s) is entitled to the Complimentary Pass and the shall be final, binding and conclusive and such determination shall not be challenged by any party in any manner whatsoever.
 13. Notwithstanding Clause 3, Clause 4 and Clause 5, the following persons/entities shall NOT be eligible for entry to the ASCARO:
 - a. Sole-proprietorships, partnerships, charitable/non-profit organizations/societies, corporate and commercial customers;
 - b. Individuals below the age of 18 years old; unless with permission from legal guardian(s)
 - c. CIMB accountholders with an invalid mobile number and/or e-mail address and/or OCTO App registered in CIMB’s record.
 14. 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.
 15. CIMB is not an agent of ASCARO SEA Sdn Bhd, their subsidiary or affiliate and makes no representation/warranties/endorsement as to the quality/merchantability/fitness of the goods and services provided at ASCARO and shall not be liable for any injury/loss/damages suffered from use of facilities or services at ASCARO.
 16. The Eligible Customer(s) acknowledge and accept that ASCARO has not been certified by CIMB and therefore the inclusion of ASCARO shall not be construed as an endorsement or recommendation of the same by CIMB.

OTHER TERMS AND CONDITIONS PERTAINING TO THE ELIGIBILITY CRITERIA

17. Eligible Customer(s) shall direct any query, feedback, concern, issue or complaint pertaining to the use of ASCARO and/or services to ASCARO SEA Sdn Bhd for resolution.

18. ASCARO SEA Sdn Bhd as the provider of ASCARO and/or services shall attend any feedback, complaint and/or any matter relating to ASCARO and/or services.
19. The Eligible Customer(s) agrees that by submitting bookings for a slot at ASCARO and/or using the facilities at the ASCARO, they:-
- a. are required to read and understand these terms and conditions governing ASCARO's eligibility criteria and the ASCARO's 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 www.cimb.com.my ;
 - e. agree that all decisions reasonably made by CIMB in relation to every aspect of this ASCARO including but not limited to the eligibility criteria shall be final, binding and conclusive; and
 - 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; or
 - iv. any factor which is beyond CIMB's reasonable control.
20. CIMB shall have the right to extend, shorten, discontinue, cancel, terminate or suspend this ASCARO 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.
21. 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 ASCARO.
22. 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 OCTO App "Just For You" notification.
- unless such loss or damage arises from and is caused directly by CIMB's gross negligence or wilful default.
23. 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
 - 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 ASCARO and to ensure that they are kept up-to date with any variation to these Terms and Conditions.
24. 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.
25. These Terms and Conditions:
- a. shall prevail over any provisions or representations contained in any other materials advertising ASCARO; and
 - b. are to be read together with the prevailing terms and conditions of CIMB's product(s) and/or services(s) relating to the Campaign which shall apply in addition to these Terms and Conditions.
26. 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. participation in the Campaign; and/or
 - b. receipt, redemption or use of the Redemption Code; and/or
 - c. breach or failure to comply with these Terms and Conditions
27. 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.
28. 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
29. 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.
30. a. Eligible Customer(s) may contact CIMB's Customer Resolution Unit ("**CRU**") for feedback and/or complaint in relation to this campaign 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: contactus@cimb.com
- 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.
31. 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.