

# CelcomDigi Viu Bundles ("Campaign")

This Campaign is organised by CelcomDigi Mobile Sdn. Bhd. (formerly known as Celcom Mobile Sdn. Bhd.) [Company No. 197601002188 (27910-A)] ("**Celcom**") and CelcomDigi Telecommunications Sdn. Bhd. (formerly known as Digi Telecommunications Sdn. Bhd.) [Company No. 199001009711 (201283-M)] ("**Digi**") (Celcom and Digi are collectively known as "**CelcomDigi**" for the purpose of this Campaign.)

This campaign will be governed by these terms and conditions and any subsequent accompanying campaign details (if any), Celcom's and Digi's Privacy Notice, Data Protection Statement and Data Protection Obligations found on Celcom's and Digi's respective website at <u>CelcomDigi Privacy Notice</u> (collectively referred to as the "**Terms**").

Each Eligible Participant (as defined below) agrees that he/she has read, understood, accepted and agreed to be bound the Terms by his or her participation in this Campaign.

By subscribing to Viu, each Eligible Participant further agree and confirm that he/she has read, understood, accepted and agreed to be bound by the (a) <u>Viu Terms of Use and Account Terms & Conditions</u> (b) <u>Viu</u> <u>Privacy Policy and (c) Viu Information Collection Statement</u>

# 1. Campaign Period

1.1. This Campaign commences from 24 July 2025 until further notice ("**Campaign Period**"). CelcomDigi have the sole and absolute discretion to extend and/or vary the Campaign Period without prior notification.

# 2. Eligibility

2.1. All active CelcomDigi Postpaid and Prepaid subscribers residing in Malaysia are eligible to participate in this Campaign (including persons mentioned in Clauses 2.2.2, 2.3.3. and 2.4.2. below, "Eligible Participants");

#### 2.2. Offer 1: Postpaid Add-On – StreamMORE Viu

- 2.2.1. This Offer 1 shall be purchased through Celcom Life App or MyDigi App, depending on applicable app or walk into any <u>Celcom bluecube</u>, <u>Digi Store or CelcomDigi Stores</u>.
- 2.2.2. This Offer 1 shall only be available to Postpaid subscribers on the eligible rate plans below ("Eligible Postpaid Plans"):



CelcomDigi Plans	Celcom Plans	Digi Plans
<ul> <li>CelcomDigi One Ultra</li> </ul>	<ul> <li>All Celcom Mega Plans</li> </ul>	<ul> <li>Digi Postpaid 40 2021</li> </ul>
CelcomDigi One Pro	<ul> <li>All XPAX Postpaid Plans</li> </ul>	<ul> <li>Digi Postpaid 50 2022</li> </ul>
CelcomDigi One Lite	All XP Lite Plans	<ul> <li>Digi Postpaid 60 2021</li> </ul>
• CelcomDigi Postpaid 5G 160		<ul> <li>Digi Postpaid 60 DS 2021</li> </ul>
CelcomDigi Postpaid 5G 140		<ul> <li>Digi Postpaid 60S DS 2021</li> </ul>
CelcomDigi Postpaid 5G 120		<ul> <li>Digi Postpaid 70 2022</li> </ul>
CelcomDigi Postpaid 5G 100		<ul> <li>Digi Postpaid 80 2022</li> </ul>
<ul> <li>CelcomDigi Postpaid 5G 80</li> </ul>		<ul> <li>Digi Postpaid 90 2021</li> </ul>
CelcomDigi Postpaid 5G 60     SE		Digi Postpaid 90 DS 2021
CelcomDigi Postpaid 5G 40     SE		<ul> <li>Digi Postpaid Family 20 2021</li> </ul>
<ul> <li>CelcomDigi Postpaid 5G 50</li> <li>XV</li> </ul>		<ul> <li>Digi Postpaid Family 30 2021</li> </ul>
<ul> <li>CelcomDigi Postpaid 5G 30</li> <li>XV</li> </ul>		<ul> <li>Digi Postpaid Family 45 2021</li> </ul>
<ul> <li>CelcomDigi Postpaid 5G</li> <li>Family 50</li> </ul>		<ul> <li>Digi Postpaid Family 45 DS 2021</li> </ul>
CelcomDigi Postpaid 5G     Family 40		Digi Postpaid 120 2021
CelcomDigi Postpaid 5G     Family 30		Digi Postpaid 120 DS 2021
CelcomDigi Postpaid 5G     Family 50		Digi Postpaid 150 2021
CelcomDigi One Pro DS		<ul> <li>Digi Postpaid 150 DS 2021</li> </ul>
CelcomDigi One Lite DS		<ul> <li>Digi Postpaid 200 2022</li> </ul>
CelcomDigi Postpaid 5G 160     DS		<ul> <li>Digi Postpaid Family 45 Unlimited</li> </ul>
CelcomDigi Postpaid 5G 140     DS		Digi Postpaid 55 Infinite
CelcomDigi Postpaid 5G 120     DS		Digi Postpaid 75 Infinite
CelcomDigi Postpaid 5G 100     DS		• Digi Postpaid 65 Infinite
CelcomDigi Postpaid 5G 80     DS		Digi Postpaid 85 Infinite
CelcomDigi Postpaid 5G     Family 50 DS		

# 2.3. Offer 2: Postpaid Add-On – StreamMORE Contract Viu



- 2.3.1. This Offer 2 shall be purchased through Celcom Life App or MyDigi App, depending on applicable app.
- 2.3.2. Alternatively, Eligible Participants can walk into any <u>Celcom bluecube</u>, <u>Digi Store or</u> <u>CelcomDigi Stores</u>.
- 2.3.3. This Offer 2 shall only be available to Postpaid subscribers on the eligible rate plans below ("Eligible Postpaid Plans"):

	CelcomDigi Plans
CelcomDigi ONE Ultra	
CelcomDigi ONE Pro	
CelcomDigi ONE Lite	
CelcomDigi Postpaid 5G 160	
CelcomDigi Postpaid 5G 140	
CelcomDigi Postpaid 5G 120	
CelcomDigi Postpaid 5G 100	
CelcomDigi Postpaid 5G 80	
CelcomDigi ONE Ultra DS	
CelcomDigi ONE Pro DS	
CelcomDigi ONE Lite DS	
CelcomDigi Postpaid 5G 160 DS	
CelcomDigi Postpaid 5G 140 DS	
CelcomDigi Postpaid 5G 120 DS	
CelcomDigi Postpaid 5G 100 DS	
CelcomDigi Postpaid 5G 80 DS	

# 2.4. Offer 3: Prepaid - Viu Bundles with Add Ons

- 2.4.1. This Offer 3 shall be purchased through Celcom Life App or MyDigi App, depending on applicable app, or <u>Celcom bluecube</u>, <u>Digi Store or CelcomDigi Stores</u>. Eligible Participants shall ensure that he/she has sufficient balance in his/her prepaid account for successful subscription or renewal of the Offer 2.
- 2.4.2. This Offer 3 shall be applicable to Prepaid subscribers on the following rate plans:

Add Ons	Celcom Rate Plans	Digi Rate Plans
StreamMORE Viu (Premium)+ High-Speed Quota (5G+4G)	<ul> <li>CelcomDigi Prepaid 5G Biru</li> </ul>	<ul> <li>CelcomDigi Prepaid 5G Kuning</li> </ul>
and	<ul><li>Celcom Xpax</li><li>Celcom XPAX</li></ul>	<ul><li>Digi prepaid NEXT</li><li>Digi PREPAID NEXT</li></ul>



SpeedSTREAM Viu (Premium) High-Speed & Unlimited Quota (5G+4G)	<ul> <li>XPAX TURBO</li> <li>XPAX Youth</li> <li>Xpax24</li> <li>Xmax</li> <li>Xmid</li> <li>X2</li> <li>Travel Pack</li> <li>SOX-UOX</li> <li>New UOX</li> <li>New SOX</li> <li>Magic SIM</li> <li>IOX Data Only</li> <li>IOX</li> <li>Holiday SIM</li> <li>DataOnly</li> </ul>	<ul> <li>Digi Prepaid NEXT</li> <li>Raja kombo</li> <li>Raja Kombo</li> <li>Digi Prepaid Best 2017</li> <li>DiGi Best Prepaid v4</li> <li>DiGi Easy Prepaid v3 x</li> <li>Digi Prepaid LiVE</li> </ul>
	<ul><li>DataOnly</li><li>BlueKhas</li><li>Blue</li></ul>	

- 2.5. Eligible Participants shall maintain an active CelcomDigi line throughout the Campaign Period. For the avoidance of doubt, active means the Eligible Participants shall be able to make and return calls.
- 2.6. This Campaign is not available to Eligible Participants with any outstanding bills and/or if their line is deactivated or disconnected by CelcomDigi.
- 2.7. The requirement above is non-exhaustive and may be amended by CelcomDigi from time to time.
- 2.8. Each Eligible Participant agrees that he/she has read and understood the Terms of this Campaign and by his or her participation in this Campaign:
  - 2.8.1. Agrees to be bound by the Terms; and
  - 2.8.2. If the Eligible Participant is below eighteen (18) years of age, also confirms that he/she has obtained prior consent from his or her respective parents of legal guardians to participate in this Campaign.
  - 2.8.3. In the event the Eligible Participant fails to provide CelcomDigi with the said parental or guardian consent upon request by CelcomDigi, such individual shall be subject to clause 2.10 below.

- 2.9. All personal details submitted must be accurate and complete; and may be subject to verification upon request by CelcomDigi.
- 2.10. CelcomDigi reserves the right, at any time, to verify the validity of entries and entrants and to disqualify any entry not submitted in accordance with the Terms or which tampers with the entry process. Incomplete, indecipherable, illegible, incorrect or fraudulent entries or any entry which violates the Terms will automatically be disqualified.

#### 3. Campaign Entitlements

# 3.1. Offer 1: Postpaid Add-On – StreamMORE Viu

Add Ons	Price	Quota (5G+4G)	Quota Validity	Viu Access Validity	Auto Renewal
StreamMORE Viu (Premium) + High- Speed Quota (5G+4G)	As published on <u>CelcomDigi</u> <u>Website</u>	As published on <u>CelcomDigi</u> <u>Website</u>	30 days	30 days	Yes

(1) 6% service tax applicable on the Add-On Prices.

(2) StreamMORE Viu is charged based on 30 days cycle.

- (3) Auto renewal is triggered on day 31 (at 12.00 a.m.) of subscription. Charges will be reflected in the Viu app upon successful auto renewal.
- 3.1.1. By subscribing to StreamMORE Viu, Eligible Participants acknowledge and agree to be charged a monthly subscription price commencing from the date of successful activation of the Viu Service.
- 3.1.2. The subscription price for StreamMORE Viu is subject to CelcomDigi's prevailing pricing structure, which is subject to revision from time to time at CelcomDigi's absolute discretion.
- 3.1.3. CelcomDigi's StreamMORE Viu subscription price may include value-added benefits, promotions or discounts, which may differ from the Recommended Retail Price ("**RRP**") as published by Viu.
- 3.1.4. The subscription price for all Eligible Participants at the time of StreamMORE Viu subscription or renewal is based on the latest published prices on CelcomDigi website ("CelcomDigi Website").
- 3.1.5. Any revision to the subscription price of StreamMORE Viu shall take effect on the date as stated on <u>CelcomDigi Website</u>.



- 3.1.6. Any revision to the subscription price of StreamMORE Viu may also apply immediately on new subscriptions and/or existing subscription upon renewal, upgrade, or plan migration at CelcomDigi's absolute discretion.
- 3.1.7. The given quota is on high-speed internet and can be used for tethering.
- 3.1.8. Upon successful subscription, Eligible Participants shall login to Viu app and complete the registration process to start enjoying Viu content.
- 3.1.9. Failure to activate the StreamMORE Viu service shall not exempt the Eligible Participant from the monthly StreamMORE subscription charges.
- 3.1.10. StreamMORE Viu subscription renewal charges shall take place thirty (30) calendar days from the first subscription date. The new quota and Viu access shall start at the same time.
- 3.1.11. The access validity period for Viu shall follow the thirty (30) calendar days calculation. Examples are shown below:

Viu Access Granted on	Viu Access Valid Till	Viu Access Renewal Starts
1 Nov 2024 3:00PM	1 Dec 2024 11:59PM	1 Dec 2024 3:00PM

*Note*: Viu's access validity is available for reference in Viu app.

- 3.1.12. Access to StreamMORE Viu is linked to the CelcomDigi mobile number used during subscription and shall not be transferable.
- 3.1.13. Upon successful subscription, the full monthly subscription price shall be applicable and is non-refundable under any circumstances, including but not limited to service line termination, early cancellation of add-ons, switching out of StreamMORE Viu or change of rate plan to a non-eligible rate plan.
- 3.1.14. Multiple active subscriptions to the same StreamMORE Viu is not permitted.
- 3.1.15. If Eligible Participant has an active StreamMORE Viu subscription, the said subscription shall remain valid for a period of 30 days ("**Validity Period**"), regardless of any early termination of the subscription by the Eligible Participant. If Eligible Participant subscribes again to StreamMORE Viu within the Validity Period, the former subscription shall be terminated, and the latter subscription shall start immediately. For the avoidance of doubt, both subscriptions shall be charged in full.



- 3.1.16. Subsequent subscription renewal charges shall take place thirty (30) calendar days from the date of the new subscription date. The new quota and the new StreamMORE Viu access shall start immediately.
- 3.1.17. If the Eligible Participant changes the current rate plans to another rate plan of higher commitment value ("**Upgrade**"), the StreamMORE Viu access shall be automatically carried forward into the new Eligible Postpaid Plan.
- 3.1.18. If the Eligible Participant changes the rate plans to another rate plan of lower value ("**Downgrade**") or to a non-Eligible Postpaid Plan, the StreamMORE Viu access shall be automatically terminated.
- 3.1.19. If the Eligible Participant has an existing Viu subscription for the same service (e.g., Viu Premium) billed directly through Viu, it is the Eligible Participant's responsibility to manage or cancel the existing subscription to avoid duplicate billing.
- 3.1.20. In the event of early cancellation of the add-on, Eligible Participants shall be able to utilize the StreamMORE Viu access and data quota until the end of the active subscription cycle.
- 3.1.21. In the event of mobile line termination, any unutilized quota shall be forfeited and StreamMORE Viu access shall be terminated with immediate effect.
- 3.1.22. The given quota is subject to CelcomDigi Fair Usage Policy.

# 3.2. Offer 2: Postpaid Add-On – StreamMORE Contract Viu

Add Ons	Price	Quota (5G+4G)	Quota Validity	Viu Access Validity
StreamMORE			According to	
Contract Viu			monthly billing	10
(Premium)	As published on	As published on	cycle	12 consecutive
+ High-Speed	CelcomDigi	CelcomDigi	Note: Monthly	months from
Quota	Website	Website	refresh x 12	subscription
(5G+4G)			months throughout contract period	date

(1) 6% service tax applicable on the Add-On Prices.

(2) StreamMORE Contract Viu is charged based on an annual cycle.

3.2.1. By subscribing to StreamMORE Contract Viu, Eligible Participants agree to be charged a fixed monthly subscription price throughout a 12-month contract period, starting from the date of successful StreamMORE Viu subscription.



- 3.2.2. The subscription price for StreamMORE Contract Viu is subject to CelcomDigi's prevailing pricing structure, which is subject to revision from time to time at CelcomDigi's absolute discretion.
- 3.2.3. CelcomDigi's StreamMORE Contract price may include value-added benefits, promotions or discounts, which may differ from the Recommended Retail Price ("**RRP**") as published by Viu.
- 3.2.4. The subscription price for all Eligible Participants at the time of StreamMORE Contract Viu subscription or renewal is based on the latest published prices on <u>CelcomDigi website</u> ("**CelcomDigi Website**").
- 3.2.5. Any revision to the subscription price of StreamMORE Contract Viu shall take effect on the date as stated on <u>CelcomDigi Website</u>.
- 3.2.6. Any revision to the subscription price may apply immediately on new subscriptions and/or existing subscription upon renewal, upgrade, or plan migration at CelcomDigi's absolute discretion.
- 3.2.7. The given quota is on high-speed internet and can be used for tethering.
- 3.2.8. Upon successful subscription, Eligible Participants shall login to Viu app and complete the registration process to start enjoying access to Viu.
- 3.2.9. A comprehensive user guide detailing the subscription and activation process for StreamMORE Contract Viu is made available on the <u>CelcomDigi Help Centre for Viu</u>.
- 3.2.10. Failure to activate the StreamMORE Contract Viu shall not exempt the Eligible Participant from the applicable monthly charges under the StreamMORE Contract.
- 3.2.11. The access validity period for StreamMORE Contract Viu shall be based on a 12-month duration. The subscription shall expire on the same calendar day of the corresponding month in the following year. If that day does not exist in the following month (e.g., 31), the expiry date shall default to the last day of that month.

Viu Access Granted on	Viu Access Valid till
17 June 2025 12:34PM	17 June 2026 12:34PM

*Note: Viu's access validity is available for reference in the Viu application.* 



- 3.2.12. The StreamMORE Contract Viu access is tied to the CelcomDigi mobile number used for subscription and is not transferable.
- 3.2.13. Upon successful subscription, the full monthly subscription price shall be applicable and is non-refundable under any circumstances, including but not limited to service line termination, cancellation of add-ons, switching out of Viu, or migration to a non-eligible rate plan.
- 3.2.14. Multiple active subscriptions to the same StreamMORE Contract Viu is not permitted.
- 3.2.15. If the Eligible Participant has an existing Viu subscription billed directly through Viu, it is the Eligible Participant's responsibility to manage or cancel the existing subscription to avoid duplicate billing.
- 3.2.16. If an Eligible Participant changes rate plans to a rate plan of higher value ("**Upgrade**"), the StreamMORE Contract Viu will be automatically carried forward into the new Eligible Postpaid plan.
- 3.2.17. If an Eligible Participant changes rate plans to a rate plan of lower value ("**Downgrade**") or a non-qualifying Postpaid, StreamMORE Contract Viu access will be automatically terminated and the early termination fee as outlined in clause 3.2.21 will apply.
- 3.2.18. In the event of early termination of the StreamMORE Contract; whether due to line termination, plan change to an ineligible Postpaid plan, or voluntary cancellation, an early termination fee as outlined in clause 3.2.21 shall apply.
- 3.2.19. In the event an Eligible Participant with an existing active StreamMORE Contract Viu subscription intends to subscribe to other alternative contract, the StreamMORE Contract Viu subscription shall be automatically terminated with an early termination fee as outlined in clause 3.2.21 imposed.
- **3.2.20.** The early termination fee will be calculated based on: **Monthly subscription fee x Remaining contract months.**
- 3.2.21. Viu access shall be terminated immediately upon early contract termination.
- 3.2.22. In the event of termination of the Eligible Postpaid plan mobile line, the Eligible Participant shall immediately forfeit access to Viu and any remaining data quota, with no refund provided.
- 3.2.23. The given quota is subject to CelcomDigi Fair Usage Policy.



Add Ons	Price	High Speed Quota(4G+ 5G)	Unlimited Quota (4G+5G)	Hotspot (4G+5G)	Calls	Quota Validity	Viu Access Validity	Auto Renewal
StreamMORE	As	As	-	-	-	30 days	30	Yes
Viu (Premium)	published	published					days	
+ High-Speed	on	on						
Quota (5G+4G)	<u>CelcomDigi</u>	<u>CelcomDigi</u>						
	<u>Website</u>	<u>Website</u>						
SpeedSTREAM	As	55GB	Unlimited	3GB	Unlimited	30 days	30 days	Yes
Viu (Premium)	published	(100Mbps)	(12Mbps)	(100Mbps)	All Net			
High-Speed &	on							
Unlimited	<u>CelcomDigi</u>							
Quota (5G+4G)	<u>Website</u>							

#### 3.3. Offer 3: Prepaid Add-Ons: – CelcomDigi Viu Bundles

- 3.3.1. The subscription price for StreamMORE Viu and SpeedSTREAM Viu Add Ons are subject to CelcomDigi's prevailing pricing structure, which is subject to revision from time to time at CelcomDigi's absolute discretion.
- 3.3.2. CelcomDigi's StreamMORE Viu and SpeedSTREAM Viu Add Ons subscription prices may include value-added benefits, promotions or discounts, which may differ from the Recommended Retail Price ("**RRP**") as published by Viu.
- 3.3.3. The subscription price for all Eligible Participants at the time of StreamMORE Viu and SpeedSTREAM Viu Add Ons subscriptions or renewal is based on the latest published prices on CelcomDigi website ("**CelcomDigi Website**").
- 3.3.4. Any revision to the subscription price of StreamMORE Viu and SpeedSTREAM Viu Add Ons shall take effect on the date as stated on the CelcomDigi Website.
- 3.3.5. Any revision to the subscription price may apply immediately on new subscriptions and/or existing subscription upon renewal, upgrade or plan migration at by CelcomDigi's absolute discretion.
- 3.3.6. The given quota is on high-speed and cannot be used for tethering.
- 3.3.7. Upon successful subscription, Eligible Participants shall login to Viu app and complete the registration process to start enjoying Viu services.



3.3.8. The access validity period for Viu shall follow the calendar month calculation; with the expiry date being on the same day of the following month, or the last day of the following month, whichever is earlier. Examples are shown below:

Viu Access Granted on	Viu Access Valid till	Viu Access Renewal Starts
1 Nov 2024 3pm	1 Dec 2024 11:59pm	1 Dec 2024 3pm

Note: Viu's access validity is available for reference in Viu application.

- 3.3.9. Upon successful subscription, the full monthly subscription price shall be applicable and is non-refundable under any circumstances, including but not limited to service line termination, cancellation of add-ons, switching out of Viu or migration to a non-eligible rate plan.
- 3.3.10. In the event of line termination of port-out, any unutilized quota and/or calls shall be forfeited and Viu access is terminated with immediate effect.
- 3.3.11. In the event of Eligible Participant's line in suspension status or insufficient balance, autorenewal of the StreamMORE Viu (Premium) or SpeedSTREAM Viu (Premium) Add Ons shall fail and Eligible Participant is required to re-subscribe again.
- 3.3.12. Multiple subscriptions of the same Add Ons are not allowed, while switching subscriptions with different Add Ons is allowed. Example as shown below:

Latter	StreamMORE Viu	SpeedSTREAM	StreamMORE
subscription	Premium	Viu Premium	or
			SpeedSTREAM
			with other
Current			Content Bundle
subscription			Access
StreamMORE Viu	Not allowed	Allowed	Allowed
(Premium)			
SpeedSTREAM	Allowed	Not allowed	Allowed
Viu (Premium)			

3.3.13. If Eligible Participant has an active StreamMORE Viu (Premium) or SpeedSTREAM Viu (Premium) subscription, the said subscription shall remain valid for a period of thirty (30) days ("**Validity Period**"), regardless of any early termination of the subscription by the Eligible Participant. If Eligible Participant switches subscriptions between different Add Ons within the Validity Period, the current subscription shall be terminated, and the latter subscription shall start immediately. The new quota shall also start immediately according



to the latter subscription. For clarity purpose, any subscriptions of StreamMORE Viu (Premium) or SpeedSTREAM Viu (Premium) Add Ons shall be charged full price.

- 3.3.14. Subsequent subscription renewal charges shall take place thirty (30) calendar days from the date of the new subscription date. The new quota and the new Viu access shall start immediately.
- 3.3.15. In the event of early cancellation of add-ons, Eligible Participant shall be able to utilize the quota and Viu access until the end of the subscription cycle.
- 3.3.16. The offer is subject to CelcomDigi Fair Usage Policy.
- 4. By participating in this Campaign, each Eligible Participant agrees and consents to Celcom's and Digi's Privacy Notice, Data Protection Statement and Data Protection Obligations found on Celcom's and Digi's respective website at <u>Celcom Privacy Notice</u> and <u>Digi Privacy Notice</u> that all details submitted pursuant to this Campaign, including without limitation personal data/information being collected, processed and used by CelcomDigi for:-
- 4.1. the purposes of this Campaign; and
- 4.2. marketing and Campaign activities conducted in such manner as CelcomDigi see fit worldwide in any media including without limitation the Internet, without further express consent from, and payment or consideration to the relevant Eligible Participants. Marketing and campaign activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, interview material as well responses and related photographs. In this regard, each Eligible Participant agrees to co-operate and participate without further express consent and/or payment or consideration, in all reasonable advertising and publicity activities of CelcomDigi relating to this Campaign; and
- 4.3. other campaign, marketing and publicity notification/information including future campaign, marketing and publicity notification/information from CelcomDigi from time to time.
- 5. In addition, where any of the data/information especially personal data relating to any of the Eligible Participants and/or third parties (where applicable) are submitted to CelcomDigi in connection to this Campaign, each Eligible Participant and/or third party:-
- 5.1. warrants that he/she is in possession of all necessary consents and shall continue to maintain such consents as may be required CelcomDigi usage and processing of such data/information; and
- 5.2. agrees that it shall be the Eligible Participant's or the third party's responsibility to advise CelcomDigi in writing should there be any relevant change in the data/information provided to CelcomDigi which requires action on the part of CelcomDigi.



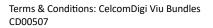
#### 6. Each Eligible Participant agrees:

- 6.1. to release and hold harmless CelcomDigi and/or the Specified Persons against any and/or all losses, damages, rights, claims and actions of any kind in connection with this Campaign (including resulting from acceptance, possession, use or misuse of any prizes and/or Freebie, or travel to or from any prize-/Freebie-related activity and claims based defamation or invasion of privacy);
- 6.2. that CelcomDigi and/or the Specified Parties make(s) no warranties, express or implied, in fact or in law, relative to the use or enjoyment of any of the prizes and/or Freebie, including, without limitation to, their quality, merchantability or fitness for a particular purpose;
- 6.3. that CelcomDigi and/or the Specified Persons shall not be liable for and hereby expressly exclude any losses, damages, rights, claims and actions of any kind (including without limitation loss of damage to property or any personal injury or loss of life, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Campaign, the prizes and/or the Freebie, even if CelcomDigi been advised of the possibility of such damages in advance; whether or not due to and /or arising from:-
  - 6.3.1. telephone, electronic, hardware or software program, network, Internet, server or computer malfunctions, failures, interruptions, miscommunications or difficulties of any kind, whether human, mechanical or electrical, including, without limitation to, the incorrect or inaccurate capture of entry information online;
  - 6.3.2. late, lost, delayed, misdirected, incomplete, illegible or unintelligible e-mails;
  - 6.3.3. virus attacks and/or any other malicious software infection to the Eligible Participants'/subscribers' mobile phones arising from the downloading of these contents, any failed, incomplete, lost, garbled, jumbled, interrupted, unavailable or delayed electronic transmissions;
  - 6.3.4. any default or condition caused by events beyond the control of CelcomDigi including those due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of CelcomDigi;
  - 6.3.5. any printing or typographical errors in any materials associated with this Campaign; and
  - 6.3.6. any claims by third party for infringement of intellectual property rights.



Specified Persons means: CelcomDigi, and its employees, officers, directors, shareholders, parent companies, affiliates, subsidiaries, licensees, agents, representatives and contractors including contract advertising, Campaign, and fulfilment agencies, and legal advisors and/or joint-organizer.

- 7. CelcomDigi:-
- 7.1. reserves the right, at any time, to verify the validity and/or reject any entries at its sole and absolute discretion without having to assign any reasons whatsoever. Incomplete, indecipherable, illegible or incorrect, fraudulent, unlawful or deceitful entries or any entry which violates the Terms, will automatically be disqualified without any prior notice;
- 7.2. reserves the right, at any time, to vary, delete or add to any of the mechanics, this Campaign or these Terms, and alter, cancel, terminate or suspend this Campaign and/or any part thereof without any prior notice; and
- 7.3. for the avoidance of doubt, cancellation, termination or suspension by CelcomDigi of any entry or this Campaign shall not entitle the Eligible Participant to any claim or compensation against CelcomDigi for any and all loss or damage suffered or incurred by the Eligible Participant as a direct or indirect result of the act of cancellation, termination or suspension.
- 8. To the fullest extent permitted by law, CelcomDigi and its respective parent companies, subsidiaries, affiliates, licensees, directors, officers, employees, agents, independent contractors and advertising/Campaign agencies hereby expressly excludes and disclaims any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose of enjoyment of the product/item of this Campaign.
- 9. By participating in this Campaign, each Eligible Participant agrees and irrevocably and unconditionally undertakes to fully absolve CelcomDigi of all liabilities and agrees to indemnify CelcomDigi (on full indemnity basis) and hold CelcomDigi harmless against any claim by any third party and against any loss, damage, cost or expense (including solicitors' fees and cost) that CelcomDigi may suffer or incur as a result of or in connection with this Campaign.
- 10. A failure by CelcomDigi to enforce any of these Terms in any instance(s) will not give rise to any claim by any person.
- 11. By participating in this Campaign, each Eligible Participant agrees to be bound by these Terms and CelcomDigi's decision is final and binding and no correspondences shall be entertained.
- 12. These Terms shall be governed and construed by the laws of Malaysia and the parties shall submit to the exclusive jurisdiction of the Courts of Malaysia.





13. All other terms and conditions governing the use of any of CelcomDigi mobile telecommunication services shall apply herein mutatis mutandis.