

# **UNIFI HOME SMART DEVICE CAMPAIGN**

#### **SPECIFIC TERMS AND CONDITIONS**

These terms and conditions for Unifi Home Smart Device Campaign ("Campaign T&C") shall be read together with the General Terms and Conditions for Unifi Home ("Unifi Home T&C"). In the event of any discrepancies, this Campaign T&C shall prevail over the Unifi Home T&C but only to the extent of such discrepancies only. Other terms that are not affected shall remain as is. TM reserves the right to vary, supplement, delete, amend or modify this Specific Campaign T&C, from time to time without prior notice to the customer. By subscribing to the Campaign Package (hereinafter defined), Customers are deemed to have read, understood and agree to be bound by the terms and conditions herein and further agree that any decision by TM in relation to every aspect of the Campaign shall be final, binding and conclusive. All of the terms and conditions stated below will be applicable to all the Unifi service(s) subscribed by you in regards to the Campaign.

## 1. GENERAL

- 1.1. This Unifi Home Smart Device Campaign ("Campaign") is brought to you by TM Technology Services Sdn Bhd (Company No. 200201003726 (571389-H) ("TM"). The Campaign shall commence from 24 June 2024 and shall continue until further notice ("Campaign Period"). TM may, at its sole and absolute discretion ends or extends the Campaign Period without prior notice to the Customer.
- 1.2. The Campaign is exclusively offered to existing Unifi Home customer(s) (collectively referred as "Customer") and wish to add-on smart devices either a television, tablet, PlayStation®5 or a laptop ("Campaign Package"), with affordable monthly commitment, on top of the Unifi Home monthly package subscription, except for the following:
  - a) Existing customers who subscribe to Unifi Lite (Streamyx) and/or Unifi Home package with the speed less than 100Mbps; and
  - b) Non-Malaysian Customers (including permanent residents or expatriates who are currently living in Malaysia).
- 1.3. Any new subscription of Unifi Home together with this Campaign is subject to twenty-four (24) months or thirty-six (36) months contract period. If you are an existing Unifi Home Customer, upon subscribing to the Campaign Package, Customer will be subject to twenty-four (24) months contract period or thirty-six (36) months.
- 1.4. The twenty-four (24) months or thirty-six (36) months contract period for the Campaign and Unifi Home package subscription shall run separately.
- 1.5. Customer may subscribe the Campaign Package at Unifi Store/TMPoint, TM Contact Centre, MyUnifi app or Selfcare portal during the Campaign Period.
- 1.6. The Customer hereby acknowledges that TM shall have the right to share and use the Customer's data and personal information within TM and/or its related companies for the purpose of marketing activities in respect of products and services of TM and/or its related companies from time to time as TM deems fit. The



- TM Privacy Notice applies, for further information on the Privacy Notice of TM's group of companies, please visit <a href="Privacy Notice">Privacy Notice</a> for details.
- 1.7. Further enquiries relating to the Campaign can be channelled to TM Live Chat at Unifi.com.my/chat, visit any Unifi Store/TMpoint outlets nationwide, tweet us @helpmeUnifi or message us at facebook.com/weareUnifi for assistance.
- 1.8. All other existing terms and conditions for Unifi Home Broadband and General Campaign terms and conditions shall continue to apply.

## 2. CAMPAIGN DETAILS AND OFFERING

2.1. Aside from keeping up with Customer's internet needs, this Campaign aims to provide the Customers with unlimited home broadband and entertainment by offering the Customers affordable and flexible plan to own a smart device.

| Device   | Payment Period         | Warranty                          | Recommended<br>Retail Price<br>(RRP) |
|--|------------------------|-----------------------------------|--------------------------------------|
| Sharp 55" Google TV                                      | 24 months or 36 months | 24 months                         | RM 7,199                             |
| Sharp 65" 4K UHD Android TV                              | 24 months or 36 months | 24 months                         | RM 4,699                             |
| Sharp 75" 4K UHD Android TV                              | 24 months or 36 months | 24 months                         | RM 3,099                             |
| SAMSUNG 75 Inch Crystal 4K<br>UHD Smart TV               | 24 months or 36 months | 24 months                         | RM 5,299                             |
| SAMSUNG 65 Inch Crystal 4K UHD<br>Smart TV               | 24 months or 36 months | 24 months                         | RM 3,499                             |
| SAMSUNG 55 Inch Crystal 4K UHD<br>Smart TV               | 24 months or 36 months | 24 months                         | RM 2,799                             |
| LG 75 Inch 4K UHD Smart TV                               | 24 months or 36 months | 24 months                         | RM 7,799                             |
| LG 65 Inch 4K UHD Smart TV                               | 24 months or 36 months | 24 months                         | RM 4,399                             |
| LG 55 Inch 4K UHD Smart TV                               | 24 months or 36 months | 24 months                         | RM 3,399                             |
| ASUS Expertbook 14" Series Laptop                        | 24 months              | 12 months                         | RM 2,950                             |
| SAMSUNG Tab S9 FE (5G/Wi-Fi)                             | 24 months              | 12 months                         | RM 2,699                             |
| SAMSUNG Tab S9 FE (Wi-Fi Only)                           | 24 months              | 12 months                         | RM 2,099                             |
| ACER Predator Helios NEO 16                              | 24 months              | 24 months                         | RM 5,499                             |
| ASUS TUF Gaming F16                                      | 24 months              | 24 months                         | RM 5,999                             |
| ASUS ROG Ally  | 24 months              | 12 months                         | RM 3,399                             |
| SONY PlayStation®5 Digital Edition<br>(Slim) + LG TV 55" | 24 months or 36 months | PS5® 12 months<br>LG TV 24 months | RM 5,817                             |
| SONY PlayStation®5 Digital Edition (Slim) + SHARP TV 65" | 24 months or 36 months | PS5® 12 months<br>LG TV 24 months | RM 7,117                             |

- 2.2. At the sole discretion of TM, existing Unifi Home Customers will not be imposed with advance payment subject to good payment record with TM and has no outstanding on current and/or previous Unifi subscription at the time of registration.
- 2.3. The monthly charges for the Campaign subscription will be reflected in Unifi bill within fourteen (14) days after successful delivery of smart device to Customers.



- 2.4. For the avoidance of doubt, during the contract period, TM shall own the device. Customer will only obtain the ownership of the device upon full payment of the device at the of the twenty-four (24) months or thirty-six (36) months contract period.
- 2.5. Customer can subscribe up to two (2) device at one time, for each Unifi Home account under this Campaign with below condition;

| No. | Current Subscription                   | Eligible for Single (1) Smart Device Add- On | Eligible for Bundle<br>Smart Device Add-<br>On |
|-----|--|--|--|
| 1.  | No current device                      | Yes  | Yes  |
| 2.  | Bundle Smart Device contract has ended | Yes  | Yes  |
| 3.  | Single Smart Device contract has ended | Yes  | Yes  |
| 4.  | Single Smart Device contract is active | Yes <sup>(i)</sup>                           | No   |
| 5.  | Bundle Smart Device contract is active | No   | No   |

**Note**: <sup>(i)</sup> Customer is required to fulfill a minimum 6-month contract term for their current device before becoming eligible for a new device subscription.

- 2.6. TM reserves the absolute right to determine the model, brand, color and specifications of the device offered under this Campaign.
- 2.7. Visual(s) used in any advertisement, promotional materials and other materials relating to this Campaign are solely for illustration purposes only and may not depict the actual device offered.
- 2.8. TM does not offer option to purchase of the device with one-time payment.

# 3. DELIVERY OF THE SMART DEVICE

- 3.1. The order processing and delivery of the device will take place between sixty (60) calendar days upon Completed order from TM for existing customer and is subject to stock availability. In the event the delay is due to unforeseen circumstances and is outside of TM's control, TM shall have the right to cancel the order and at the same time provide no compensation for such delay nor the cancellation of the order.
- 3.2. Customer hereby agree to receive an auto-generated email from TM with order summary inclusive of tracking number details upon successful Campaign order. Customer is responsible to manually track the delivery of the device using the order number i.e. the tracking number in Line Clear website at <a href="https://lineclearexpress.com/my/tracking">https://lineclearexpress.com/my/tracking</a>.
- 3.3. There are no additional charges for delivery of the device and the delivery service is available nationwide.



- 3.4. For any defective device received upon delivery, Customer is eligible for replacement of the device provided if the Customer able to successfully lodge a report to Unifi customer service within seven (7) days upon receiving the device via live chat at Unifi.com.my or myUnifi app.
- 3.5. Estimated duration to replace the defective device is fourteen (14) working days and it is subject to manufacturer's stock availability and Customer's location.
- 3.6. If the report is made after seven (7) days, it will automatically be treated as warranty claim process and will be based on reported defect after assessment by the device manufacturer.
- 3.7. Customer is responsible to do self-inspection and testing upon receiving the device.
- 3.8. The device offered for this Campaign are supplied by third party partner.
- 3.9. Any delivered device is strictly not returnable or exchanged for cash or service with TM. TM is not liable for any liability claims because of any mistake or negligence or the additional feature service offered for the device by manufacturer/distributor.
- 3.10. For the avoidance of doubt, TM will make three (3) attempts to deliver the device to the Customer. If all of the three (3) the attempts are unsuccessful, TM will hold the device for additional one (1) month and Customer is required to contact and/or reach out to TM in order to collect the device in person. Failure to do so, the device order will be cancelled and customer will be required to submit a new order if wish to subscribe to this Campaign.

#### 4. DEVICE WARRANTY

- 4.1. The device comes with standard manufacturer warranty from respective device manufacturer.
- 4.2. The warranty for each device are as follows: -

a. Gaming Laptop : Twenty-four (24) months warranty

b. ASUS ROG Ally : Twelve (12) months warranty

c. SAMSUNG Tablet: Twelve (12) months warranty

d. Smart TVs : Twenty-four (24) months warrantye. Laptop : Twelve (12) months warranty

f. SONY PS®5 : Twelve (12) months warranty

4.3. For any warranty claims related to the device, Customers are advised to liaise directly with respective manufacturer authorize service centres.

# 5. INSTALLATION & AFTER SALES SERVICE

5.1. Customers are advised to perform self-installation for the device by following configuration and manuals provided.



5.2. For any after sales support in relation to the device, Customers are required to contact respective manufacturer directly, as listed below: -

| LG TV            | SAMSUNG        | Sharp TV                         | Asus Laptop  | ACER             | SONY             |
|------------------|----------------|----------------------------------|--------------|------------------|------------------|
| LG Support       | SAMSUNG        | COCORO Life                      | ASUS Website | ACER Care        | SONY Support     |
| 1300 82 2822     | <u>Support</u> | app                              | 4000 00 0000 |                  |                  |
| (Mon-Fri, 9.00am | 1800 889999    | 03-8026 6228<br>(Mon-Fri, 9.00am | <u> </u>     | 1800 88 1918     | 1300 88 1233     |
| <u>– 6.00pm)</u> | (24 Hours / 7  |                                  |              |                  | (Mon-Fri, 9.00am |
|                  | <u>days)</u>   | - 6.00pm)                        | <u> </u>     | <u>– 6.00pm)</u> | 6pm (except      |
|                  |                |                                  |              |                  | Public Holidays) |

5.3. TM will not entertain any request for on-site device installation.

# 6. CHARGES, PAYMENT & BILLING

- 6.1. TM will automatically update Customer's billing information in terms of Campaign name and price once Customer's subscription to the device is being activated.
- 6.2. TM Credit Limit terms and conditions applies.
- 6.3. Any subscription of the Campaign Package is subject to the applicable RRP price available at the time of offer and the price/penalty will not change/amended in the event of any revision of the RRP.

# 7. RELOCATION AND TRANSFER OF OWNERSHIP

- 7.1. For any relocation of Unifi service, the Campaign subscription will continue despite the change to new address. Any relocation and installation of the device due to relocation of Unifi Home package is strictly under the responsibility of Customers.
- 7.2. The device is not transferable to the new owner. Such request shall be treated as termination and the Customer is responsible to pay for the penalty for the device.

# 8. TERMINATION OF SERVICE

8.1. Customer is not allowed to terminate the Campaign during the contract period of twenty-four (24) months or thirty-six (36) months. Any early termination will be charged with early termination penalty which will be calculated as per below: -

# [Device recommended retail price (RRP) ÷ 24/36 months] x Remaining Month (s)

8.2. If the Customer request for early termination for the Campaign together with Unifi Home Package while serving the twenty-four (24) months or thirty-six (36) months contract, early termination fee based on the current Unifi Home package fee remaining months' balance and at the same time the device penalty will be imposed to the Customer.



8.3. In the event of any request for downgrade of Unifi Home package speed or downgrade to different Unifi Home package offerings, Customer is subjected to Unifi Home package contract refresh and early termination penalty of the Campaign.

In the event of payment default by the Customers or upon discovery of fraud or suspected fraud throughout the contract period, TM reserves the absolute right to terminate Customer's contract to Unifi Smart Device subscription and impose early termination penalty as stated in Clause 8.1.

## 9. VARIATION

TM reserves the right to withdraw, cancel, suspend, extend or terminate the offering earlier either in whole or in part and further reserves the right to vary, supplement, delete, amend or modify any of the terms and conditions from time to time without prior notice for the Campaign.

# 10. GOVERNING LAW AND JURISDICTION

This terms and conditions are governed by the Malaysian law and courts in Malaysia shall have exclusive jurisdiction.

# 11. PRIORITIZATION OF DOCUMENTS

In the event there is any inconsistency of the provisions under these terms and conditions and the Unifi Home Terms and Conditions and the Terms of Use, the following order of precedence shall apply:

- i. Smart Device Campaign Specific Terms and Conditions
- ii. Unifi Home T&C; and
- iii. Terms of Use

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