

**GENERAL CAMPAIGN  
STANDARD TERMS AND CONDITIONS  
("STANDARD TERMS")**

**1. Introduction**

We may run certain campaign, contest, or giveaway ("Contest") from time to time. When you participate in any Contest, you must make sure you read this Standard Terms. IN THIS STANDARD TERMS, YOU WILL FIND IMPORANT INFORMATION ABOUT CONTEST, INCLUDING WHAT WE CAN DO, AND HOW WE LIMIT OUR LIABILITY. IT IS, THEREFORE, IMPORTANT FOR YOU TO READ THIS STANDARD TERMS CAREFULLY BEFORE YOU PARTICIPATE IN SUCH CONTEST.

Specific terms relating to web Contest will be set out separately in the Specific Terms and Conditions ("Specific Terms"). Hence, the Standard Terms and the Specific Terms shall be read together as it will be binding on You. The Specific Terms will specify, amongst others, (a) name of contest, (b) brief description of contest, (c) the mechanism/entry procedure, (d) eligibility, (e) contest period, (f) prize, and (g) collection period of the prize. You must comply strictly to each of the terms and conditions set out in the Specific Terms.

WHEN YOU PARTICIPATE IN ANY CONTEST, IT WILL BE DEEMED AS YOU HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THES STANDARD TERMS AND THE SPECIFIC TERMS (COLLECTIVELY KNOWN AS "CONTEST TERMS") IN ITS ENTIRETY.

All capitalized words not defined in Contest will have the same meaning ascribed in our Terms of Use. The Contest is incorporated and forms part of our Terms of Use.

**2. Our Rights to make Changes**

WE CAN CHANGE ANY TERMS IN THE CONTEST AT ANY TIME WITHOUT NOTICE. AS SUCH, YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE CONTEST TERMS POSTED ON OUR WEBSITE. BY PARTICIPATING, YOU ARE DEEMED TO HAVE AGREED TO BE BOUND BY ANY MODIFICATIONS AND AMENDMENT MADE TO THE CONTEST TERMS. WHEN CHANGES ARE MADE, IT WILL BE EFFECTIVE IMMEDIATELY UPON POSTING ON OUR WEBSITE. YOU UNDERSTAND AND AGREE THAT IF YOU CONTINUE YOUR PARTICIPATION IN THE CONTEST AFTER THE DATE ON WHICH SUCH TERMS HAVE BEEN AMENDED AND/OR UPDATED, WE SHALL TREAT IT AS YOUR ACCEPTANCE OF SUCH AMENDMENTS.

**3. Eligibility**

Unless otherwise prescribed in the Specific Terms, you must be at least eighteen (18) years old at the time of entry. It is not our duty to ensure that You are 18 and above. If you participated in Contest, we shall deem that you are above 18 years old.

You may find other eligibility criteria for participating in the Contest in the Contest Specific Terms and Conditions.

**4. Charges**

You understand and agree that you may incur certain charges to take part in the Contest. Where the mode of entry is via short messaging service ("SMS") multimedia messaging service ("MMS"), or when you are

required to use mobile data for internet usage, each Contest entry sent by you may be subject to a premium charge as stipulated in the Specific Terms. This charge is in addition to the standard fee charged by your telecommunications service provider. Unless otherwise stated in the Specific Terms, all costs incurred by you including without limitation, postal charges, Internet Service Provider (ISP) charges, transport costs, communication charges, accommodation, meal costs and/or other related costs incurred by you because of and/or pursuant to your participation in Contest shall be solely borne by you. We shall not be under any obligation to reimburse you for any of such costs and expenses incurred thereof.

## 5. Suspension

We may suspend your participation, at any point of time, without notice, without liability, if in our sole and absolute discretion we believe, with or without evidence, that: -

- (a) you are ineligible to participate;
- (b) you tamper with the entry process;
- (c) you tamper with Contest mechanism;
- (d) in our sole determination, we believe that you have attempted to undermine the operation of Contest by fraud, cheating or deception;
- (e) breach the terms and conditions of the Contest Terms; (f) you violated any applicable Law; and/or (g) for any other reasons we deem fit.

We may but have no obligation, in our discretion deems fit, conduct any investigation regarding the above. Our findings shall be final and conclusive and binding on you and shall not be questioned by you on any account. If we find that you have committed any of the above, we shall forthwith, with or without notice, disqualify your participation. In the event we find that you have not committed any of the above, we may, but do not have such obligation, allow you to resume in the participation. You shall have no claim against us, our Affiliate, directors, officers, employees, servants, agents, assignees, sponsors, and/or representative (collectively known as "Indemnified Party") whatsoever, that arises during the period of suspension.

We may terminate or suspend Contest at any time at our own absolute discretion in which case, we may elect not to award any prize. Such termination or suspension will not give rise to any claim by you against the Indemnified Party, regardless of the situation. If the Contest is resumed, you shall abide by our decision regarding resumption of the Contest and disposition of the prizes.

## 6. Disqualification

Notwithstanding Clause 5 above, we shall be entitled to forthwith reject or refuse any participation or revoke the prize for any reasons whatsoever. Our decision is final, and you have no right to question our decision.

You understand that, your entry to the Contest will be automatically disqualified, or we may revoke the prize (at any stage of the Contest) in any one of the following situations (including but not limited to):-

- (a) information and/or details provided is not accurate and complete;
- (b) you fail to provide any proof of information and/or details upon our request;
- (c) you are ineligible or fails to meet any of the eligibility criteria;
- (d) your contest entry is received by us after the closing date;
- (e) you tamper with the mechanism of the Contest, and/ entry process;
- (f) you violated any applicable laws or regulations;

- (g) incomplete, indecipherable, illegible or incorrect entries or any entry which violates the Contest Terms;
- (h) in our sole determination, we believe that you have attempted to undermine the operation of the contest by fraud, cheating or deception;
- (i) where traveling is involved, you do not have the necessary visa or traveling documents; and/or for any other reasons we deem fit.

In the event of a disqualification after the prize has been awarded, we reserve the right to demand for the return of the prize or payment of its value from you.

## **7. Your Representation and Warranties**

You represent and warrant to us the following: -

- (a) unless otherwise prescribed in the Specific Terms, you are at least of 18 years of age at the time of entry;
- (b) all information furnished by you to us are true, current, complete and accurate in every material aspect and are not false, misleading, deceptive, defamatory and/or unlawful and we may but have no obligation, whether express or implied, to verify the accuracy and authenticity of any information provided by you;
- (c) any of the Material (defined below in Clause 9) submitted is your own original work; and (d) the Material submitted to us does not infringe any third-party intellectual property rights.

## **8. Your Covenants and Undertakings**

You covenant and undertake to us the following: -

- (a) you will upon request, provide all information to us, required in connection with or for the purposes of Contest;
- (b) agree that if so, required by us, you shall make yourself available (without compensation) for the production, recording and publicity of Contest during the such time and production schedule as may be notified by us;
- (c) to be interviewed (which may be recorded by us);
- (d) taking of still photos, audio and/or visual recording for promotions and publicity use. (collectively "Recording");
- (e) agree and consent that we have right and absolute discretion to broadcast the Recording and/or use the slogan, names or nicknames on its website, social media and/or any other platforms, in whole or in part at our discretion. All copyrights subsisting in the Recording shall belong to us absolutely; (f) to abide by the Contest Terms and agree to cooperate and to follow all directions given to you;
- (g) shall not by act or omission, directly or indirectly bring us and/or the sponsor into disrepute;
- (h) not to publish, or disclose any information in connection with the contest or prize (including without limitation, to any representatives of media in any form whatsoever) without our prior written consent;
- (i) not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Contest or the prize with any third party;
- (j) you shall not dispute nor make any oral or written complaints, public announcements, or statements on the same whether during or after the Contest period; and/or
- (k) to abide all other terms and conditions as may be provided by us, and/or our sponsors.

## **9. Material Submitted**

In the event entry of Contest requires the submission of any text, data, slogan, drawings, images, pictures, logos, content, photograph, any materials, or other creative works, including voice or video recordings and/or document (collectively, “Material”), you must own the intellectual property and all copyright of the Material you submitted. You accept that by sending us the Material, you grant us the permission to use them in both print and digital form, and to use them on our websites, on our social media, and/or any other publications in any platform for the purposes of marketing.

Submission of Material must not contain any elements of nudity, pornographic images, incite hatred, graphic violence, defamatory or libellous statements or material considered illegal or may contravene the laws of Malaysia or materials likely to tarnish our image or reputation. We reserve the right to reject any submissions which contain elements of nudity, pornographic images, graphic violence, defamatory or libellous statements, or material considered illegal or may contravene the laws of Malaysia, or materials likely to tarnish our image or reputation.

## **10. Equipment Used by Us**

Sometimes, we may use certain consumer electronic device (including without limitation smartphones, personal computers, tablets) (collectively, “Equipment”) for your temporary use during the Contest. You understand that the Equipment belongs to us and in no way ownership shall be transferred to you. When the Equipment is in your possession, you understand that you have a duty to keep it safely and take proper care of the Equipment until such time as it is returned to us at the end of the Contest, or upon request. While the Equipment is in your possession, you shall be held responsible for anything that happens to the Equipment including lost and/or damage whereupon you shall replace a new one for us.

## **11. Sponsor**

Certain prize may be provided by our sponsor and may have certain special terms and conditions attached to it. The prize is subject to such terms and conditions and winner must comply with such terms and conditions before they are awarded such prize.

## **12. Prize**

This section applies to all winners or if you are receiving a prize from us. All prizes must be collected within the collection period and at such collection venue as set out in the Specific Terms. Failure to claim prizes within the collection period shall result in the prizes being forfeited by us, and the Indemnified Party shall have no liability towards you in any respect, whatsoever.

Where the prize awarded is a non-cash prize, you shall not be entitled to redeem the same for cash or other alternatives. We do not guarantee the availability of non-cash prize and we shall be entitled to replace and/or substitute such prize with any other prize(s) of similar value as determined by us, our agent, assignee, or sponsor at our sole and absolute discretion.

Where the prize, is a cash prize, we shall be issued the cash prize in the form of a cheque or debit to your account or in any way we deem fit. You are responsible for all related banking charges (including outstation cheque charges) imposed by banks in clearing your cheque.

All prizes are strictly not transferable, assignable exchangeable or redeemable by you in any other form or manner other than that specified by us. All specific or special terms and conditions that are attached to the

prize (whether by us, our agent, assignee, or sponsor must be adhered to strictly by you. Prizes must be claimed in person unless we prescribe other mode of collection. In special situations, and subject to our absolute discretion, winner may nominate a designated representative to collect the prize. The representative will be required to present written authorisation from you and identification which includes a photograph of yourself and your representative.

If we elect to post the prize to you, we shall take no responsibility for the safe and effective postal delivery of the prize.

You are responsible for all taxes payable because of a prize being awarded or received (if applicable) by you.

In the event you choose not to accept the prize, the prize shall be forfeited, and we shall deal with such prize in such manner as we deem fit in our absolute discretion.

### **13. Indemnity, Limitation of Liability and Waiver**

Participation of Contest is entered into at your own risk without any warranty of any kind express or implied. At the same time, all prizes are accepted entirely at your own risk and are awarded by us, our agent, assignee and/or sponsor without any warranty of any kind express or implied. Where applicable, you may be required to execute a deed of release and indemnity in a form prescribed by us, and you agree to execute such release and indemnity to participate in Contest and/or receive the prize.

In the event the Contest and/or prize involves the consumption of food, product sampling and/or any form of participation, trip or travelling (collectively known as “Participation”), you are aware that during such Participation, whether in civilized or remote area or by any mode like aviation, land transport (which includes but not limited to rail, road, off-road transport) and ship transport entails an inherent risk factor such as illness, injury and/or death which may be caused by any act, omission and/or negligence of others, self, forces of nature or other known or unknown factors.

You recognize that such risks may be present at any time before, during and after the Participation and you agree to participate, whether such participation is under our arrangement or otherwise by our associate, agency or any third parties.

You are also aware that medical services or facilities may not be readily available or accessible during some or all the time during such Participation.

You will assume full responsibility of obtaining your own insurance with any insurers to cover all your needs that is intended to cover without limitation medical expenses, delay baggage, travel delay due to weather, trip interruption, accidental death injury or disablement, or any losses incurred during such Participation, either within Malaysia or internationally.

In consideration of your participation of the Contest and/or acceptance of the prize, you acknowledge and agree that the Indemnified Party shall not be responsible or liable for, and release and forever discharge the Indemnified

Party from any claim, liability, damages, cost, loss or expense whatsoever caused in respect of but not limited to:-

- (a) any injury or health problems happens to you (including nervous shock) and including any injury or health problems resulting in mental or physical illness whether temporary or permanent and injury or health problem resulting in death;
- (b) loss of earnings or earning capacity;
- (c) any impairment of enjoyment of life;
- (d) loss of or damage to personal property and personal belongings;
- (e) pain and suffering;
- (f) death; and/or
- (g) any loss of any other kind whatsoever arising out of such Participation.

The releases contained in the foregoing paragraphs shall operate in respect of any injury, death, loss and/or damage sustained or suffered howsoever caused, including any injury, death, loss and/or damage due to the act, omission, negligence, lack of reasonable foresight, lack of reasonable care or failure to take adequate precaution by the Indemnified Party.

You hereby agree to fully indemnify, defend and hold the Indemnified Party harmless against any loss, claim, liability, writ, summons, suit, action, proceeding, judgment, order, decree, damages, costs, fees, expenses (including but not limited to court costs, reasonable legal fees and expenses), damages and all costs and expenses of any nature arising out of any breach of representation, warranty or undertaking or your participation in the Contest, acceptance of the prize or by such Participation.

The Indemnified Party shall not be held responsible for:-

- (a) any problem, loss or damage of whatsoever nature suffered by you or any party due to any delay or failure in sending a Contest entry as a result of any network, communication, ISP or system error, interruption;
- (b) any problem, loss or damage of whatsoever nature suffered by you or any party due to any delay or failure in receiving your Contest entry whether or it is experienced by us or your telecommunication service provider;
- (c) any problem, loss or damage occurs as a result of downloading of any material in the Contest;
- (d) any error (including error in notification of Contest winners), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside our control; and/or
- (e) any failure on our part to perform any of our obligations in respect of the Contest and this Contest Terms, rules and regulations where such failure is caused by any reasons or circumstances beyond our control.

We shall not be liable for any failure to comply with our obligations where the failure is caused by something beyond our reasonable control. Such circumstances shall include, but not be limited to, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, supervening legislation, or any circumstances amounting to *force majeure*.

All rights and privileges herein granted to us are irrevocable and not subjected to rescission, restraint, or injunction under any and all circumstances. You shall have no right in any circumstances, to injunctive relief or to restrain or otherwise interfere with the organization of the Contest, the production, distribution, exhibition and/or exploitation of the Contest.

We shall not be liable to you for any expenses incurred, wasted expenditure, loss of revenue, loss of profits, loss of anticipated savings or business, pure economic loss, loss of data, loss of goodwill, loss of value of the prize, loss of use of our Service, loss of use of our Platform, loss of opportunity or expectation loss, and any forms of special, indirect, punitive or exemplary loss or damages, and any penalties or fines imposed by the

Appropriate Authority, (even if such loss arises directly, naturally or in the usual course of things from any breach, action, or inaction in question).

#### **14. Our Decision**

The criteria for the selection of winner shall be as set out in the Specific Terms. Notification of winner will via the means as set out in the Specific Terms. Our decision on all matters relating to the Contest (including without limitation, the selection of contestant, play of the Contest, selection of winner, and/or any resolutions made) shall be final and absolute and binding on you. No discussion, correspondence, enquiry, appeal, or challenge in respect of any decision made by us will be entertained.

#### **15. Successors And Assign**

You hereby agree that the obligation specified herein shall be binding upon you personally as well as your heirs, executors, and administrators. In the event it involves any form of participation, trip or travelling, this would include all members of your family and any minor accompanying you.

We shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by us. You do not have any such rights.

#### **16. Language**

If this Contest Terms or any part thereof is translated into any other languages and there is any conflict between this English version and any other language version of this Contest Terms, the English version shall prevail.

#### **17. Severability**

In the event any provision of this Contest Terms is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not, in any way, be affected or impaired hereby.

#### **18. Governing Law**

The Contest Terms is governed by the laws of Malaysia without regard to principles of conflicts of law, you and we submit to the exclusive jurisdiction of the courts of Malaysia, and you waive any objections on the ground of venue or forum non-convenience or any similar grounds.

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**ONLINE EXCLUSIVE CAMPAIGN**  
**10.10 UNIFI STORE ONLINE EXCLUSIVE**  
**SPECIFIC TERMS & CONDITIONS**

These Specific Terms and Conditions for 10.10 Unifi Store Exclusive Campaign (“Campaign T&C”) shall be read together with the General Terms and Conditions for Unifi Mobile (“Unifi Mobile T&C”), as available at [www.unifi.com.my](http://www.unifi.com.my) (subject to further changes, at TM’s absolute discretion, without prior notice to Customer). By participating in the Campaign, 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.

**1. GENERAL**

- a. 10.10 Unifi Store Exclusive Campaign (“Campaign”) is brought to you by TM Technology Services Sdn Bhd (formerly known as webe Digital Sdn Bhd) (“TM”).
- b. This Campaign shall commence from 6 October 2023 – 31 October 2023 (“Campaign Period”). However, TM may, at its sole and absolute discretion ends or extends the Campaign Period without prior notice to Customers.
- c. The Campaign is open to all new and existing TM Customers with an active status of their Unifi account above the age of eighteen (18) years old, who is a resident of Malaysia (Malaysian and non-Malaysian, including permanent residents who are currently living in Malaysia) (“Customer”) except the following: -
  - i. Permanent and/or contract employees of TM (including its subsidiaries and related companies) and their immediate family members; and
  - ii. Representatives and/or agents (including advertising and promotion agents) of TM and its subsidiaries and related companies, and their immediate family members. For the avoidance of doubt, the term “immediate family members” shall refers to children, parents, spouses, brothers, and sisters of the above group of individuals. Should any person listed above is identified as the Customer, such person will be automatically disqualified from the Campaign.

*Note: Existing Customer is only eligible to participate in this Campaign is they sign up for new plan for the Campaign. Existing Customer who submits any request for change or upgrade of their current Unifi subscription is not eligible to participate in this Campaign.*

- d. This Campaign is available to Customers who subscribe to the following Unifi Mobile Package:
  - UNI5G Postpaid 65;
  - UNI5G Postpaid 89; and
  - UNI5G Postpaid 89 with Device.

(Collectively referred to as “Campaign Package”).



- e. For every Campaign package subscribed, a minimum subscription period (MSP) of twenty-four (24) months for mobile device purchase are applicable.
- f. Customer can subscribe to any of the Campaign Package via online medium only at the official website unifi.com.my or MyUnifi app during the Campaign Period. Change or upgrade of the current subscription of the Unifi package is not allowed for this Campaign.
- g. TM reserves the right to vary, supplement, delete, amend, or modify any of the terms and conditions for this Campaign from time to time without prior notice to the Customer.
- h. 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 Privacy Notice TM applies, for further information on the Privacy Notice of TM's group of companies, please visit TM Privacy Notice for details.
- i. Further inquiries relating to the Campaign can be channelled to TM Live Chat at unifi.com.my/chat.

## 2. CAMPAIGN MECHANICS

- a. The Campaign offers attractive prizes to Customer 10.10 Unifi Store Online Exclusive Campaign. This Campaign is available via online medium only.
- b. In order to participate, Customer must visit Unifi portal via the following medium:
  - <https://unifi.com.my/mobile/postpaid>;
  - <https://unifi.com.my/mobile/device>; or
  - download MyUnifi app.

Product segment	Mechanic
Mobile Postpaid	Subscribe online to eligible Unifi Mobile Postpaid plan via online medium and key in the promo code <b>"UN15G"</b> on the Review Order page before submitting the order.  Note: Customer will get double voucher value when Customer subscribe to eligible Unifi Mobile package on 10 October 2023 (one day only).

*Note: Only successful activated Campaign Package will entitle the Customer to redeem the voucher. The voucher is on a first come first served basis and while stocks last.*

- c. During the subscription process of the Campaign Package via online medium, Customer is required to key in the promo code **“UNI5G”** prior to the order submission. Failure to key in the promo code will result in an ineligible entry to join the Campaign.
- d. After submitting the order, Customers are required to wait for the SIM/device to be delivered to Customer’s registered address.
- e. Customers who successfully apply promo code will receive the Campaign vouchers stated in Clause 3 (a) of this Terms and Conditions herein via email within ninety (90) days after the Campaign ended.
- f. Customer is not allowed to claim the Campaign Prize if Campaign Package subscribed before the Campaign Period.
- g. TM may, at its sole and absolute discretion may revise the campaign mechanic or prizes without prior notice to the Customer.
- h. If TM found that the Customer’s Eligible Entry is fraudulent, TM has the right to disqualify the Customer from winning the Campaign Prizes. TM shall not be responsible for any ineligible entry made by the Customer to participate in this Campaign.

**3. CAMPAIGN PRIZE**

- a. The Campaign plans and prize are as below:

Segment	Speed/Plan	Plan Price (RM) /month	Shopee Voucher Value	
			Normal Day (RM)	10 October (RM)
UNI5G Mobile Postpaid	UNI5G Postpaid 65	65.00 55.00	20	40
	UNI5G Postpaid 89	89.00	20	40
	UNI5G Postpaid 89 with Device	89.00 (postpaid plan); device price depends on the device model	40	80

- b. TM reserves the sole right to substitute or replace or modify the Campaign Prize with another prize of similar value without prior notice.
- c. Campaign prizes are strictly not transferable, assignable, exchangeable, or redeemable in any other form or manner other than specified or determined by TM. TM reserves the absolute right to determine the model, brand, colour, and specifications of the Campaign Prize.

- d. The Campaign Prize is provided on as-is basis. TM is not responsible for any default, defects, or damage of the product upon receipt of the Campaign Prize.
- e. The Campaign Prize is accepted entirely at the risk of the selected winners and TM hereby excludes itself from any express or implied warranties in connection with the Campaign Prize to the extent permitted by law.
- f. Visual(s) of the Contest Prize shown in any advertisement, promotional publicity and other materials relating to this Contest are solely for illustration purposes only and may not depict the actual Prize.

#### 4. WINNER SELECTION

- a. TM will select the Winners for the Campaign which will be based on the criteria below:
  - Active subscription of the eligible Unifi Mobile Plan packages during the Campaign Period;
  - Successfully applied the promo code before submitting the order; and
  - Full adherence to the Campaign terms and conditions.
- b. Each Customer will only be entitled to win one (1) Campaign prize throughout the Campaign Period. TM reserves the right, at its absolute discretion to change, revise, delay, or postpone the notification date without prior notice.
- c. Customers are required to check email frequently, including spam/junk folder and add [hello@unifi.com.my](mailto:hello@unifi.com.my) to your safe list. TM will not be responsible if you found out about the prize after it has expired.
- d. If for any reason, the Winners cannot be reached after three (3) attempts (e.g., no answer, contact number provided not in service, no network connection etc.) or failed to answer the questions within given timeframe via email, their chance of winning will be automatically forfeited. TM shall not be held liable in the event the Winner cannot be contacted for whatever reasons. TM shall have absolute discretion and reserves the right to select other Winners who will be subjected to the same rules.
- e. TM will contact and notify the winners through their registered phone number and/or email under the Campaign for any updates regarding the winning prize and venue to redeem the prizes. TM shall not be held liable in the event the winner cannot be contacted for whatever reasons. TM shall have absolute discretion and reserves the right to select other winners who will be subjected to the same rules.
- f. Each account (based on NRIC Number) will only be entitled to win one (1) prize only regardless of the number of Eligible Entries.
- g. Names and photos (where applicable) of the winners will be announced on Unifi website at [unifi.com.my](http://unifi.com.my) or Unifi social media or both or any other TM assets. By

participating in the Campaign and accepting the win, winners hereby grant TM perpetual worldwide and the right to broadcast, or use in any way, the name and photos for advertising purposes and publicity related to the Campaign with no monetary compensation.

- h. Customer who subscribes to any of the eligible plans on the last date of the Campaign Period will still be qualified to participate in the Campaign with the condition that the SIM successfully activated within fifteen (15) days from the last date of the Campaign.
- i. If TM found that the Customer's entry to the Campaign is fraudulent and/or against the terms and conditions stated herein, TM has the absolute right and discretion to disqualify the Customer from winning and if the Customer is already selected as a winner for the Campaign, TM has the right to rescind the decision and forfeit the win.
- j. TM shall not be responsible for any losses and/or damages incurred by the Customer as a result of such fraud, mistake and breach to this Terms and Conditions which result to the forfeiture of winning.
- k. All the Campaign Prize awarded to the winners under this Campaign are: -
  - i. provided on an "as-is where is" basis; and
  - ii. are neither transferable, transferred to third party nor exchangeable for cash or credit.
- l. TM makes no warranties or representations whatsoever with respect to the Campaign Prize and shall not be responsible nor liable for any problems and/or damage. Prizes are accepted entirely at the risk of the winner(s) without any warranty of any kind, whether express or implied.
- m. The winners may be required to produce a proof of identity during or prior to winner announcement ceremony that will be organized by TM, for purposes of verification. The only forms of proof of identity accepted by TM are Identity Card or Driver's license. Any failure to provide proof of identity gives the right to TM to disqualify the winners from claiming the Campaign Prize.
- n. The winners may be required to sign a Release, Waiver and Declaration Form in order to claim the Campaign Prize.
- o. Any expenses to claim the Campaign Prizes shall solely be under winner's own cost.
- p. All decisions made by TM in relation to Campaign including but not limited to the processes, draw, selection of winners and forfeiture of the Campaign Prize are final, conclusive, and binding. No further correspondence, queries or appeals shall be entertained.

- q. TM shall announce the winning results at the earliest convenience, TM shall have absolute discretion and reserves the right to amend the announcement dates.

## 5. GOVERNING LAW AND JURISDICTION

These terms and conditions are governed by the Malaysian law and the courts in Malaysia have exclusive jurisdiction over any issues arise pertaining to this Campaign.

## 6. CONFIDENTIALITY

Any personal data provided by the Applicant to TM in connection with the Campaign shall be kept confidential. 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. [TM Privacy Notice](#) shall apply.

## 7. CUSTOMER'S REPRESENTATION AND WARRANTY

- a. Customer agree that the Customer have attained the age of majority, sound mind, has the full capacity to participate in the Campaign and shall be deemed to have unconditionally accepted all the Terms and Conditions.
- b. Customer agree to ensure that all details given for the purpose of this Campaign participation are true, correct and accurate. Customer must also ensure that the telephone number, email address or necessary details provided to TM are in existence and are contactable. TM reserves the rights to verify the information provided by the Customer in any form it deems fit.
- c. Customer further agree to be bound by any decision made by TM decision with regard to this Campaign, including but not limited to, the selection of the winner. No discussion, correspondence, enquiry, appeal, or challenge in respect of any decision made by TM will be entertained.

## 8. PRIORITIZATION OF DOCUMENTS

In the event there is any inconsistency of the provisions under this terms and conditions and the Consumer Terms and Condition and the Terms of Use, the following order of precedence shall apply:

- i. 10.10 Unifi Store Online Exclusive Campaign Specific Campaign Terms and Conditions;
- ii. Specific Terms-Postpaid Consumer;
- iii. Postpaid Consumer T&C for Mobile Service;
- iv. General Campaign Terms and Conditions; and
- v. Terms of Use.

[End of Terms and Conditions]