

## **SAMSUNG GALAXY S25 SERIES PRE ORDER CAMPAIGN TERMS & CONDITIONS**

The **Samsung Galaxy S25 Series Pre Order** ("Campaign") is organized by TM Technology Services Sdn Bhd ("TM") and is open to new and existing TM customers. This Campaign terms and conditions ("Campaign T&C") shall be read together with the unifi mobile postpaid terms & conditions available at <https://unifi.com.my/mobile/postpaid> and <https://unifi.com.my/> (together with its future amendments). Except for the specific terms and conditions for unifi mobile stated therein, all other terms and conditions for unifi Mobile Campaign shall continue to apply.

### **1. GENERAL**

The Campaign shall run from **23<sup>rd</sup> January 2025 until 13<sup>th</sup> February 2025** ("Campaign Period"). However, TM may, at its sole and absolute discretion end or extend the Campaign Period without prior notice to customers.

### **2. CAMPAIGN DETAILS**

#### **2.1. Samsung Galaxy S25 Series**

UNI5G Postpaid Customer will be among the first to own any of the latest Samsung Galaxy S25 Series ("Device") by placing a pre-order from TM in the Campaign.

#### **2.2. Campaign Eligibility**

2.2.1. This campaign is applicable to all new and existing Unifi Mobile customers ("Customers") that fulfill all of the criteria specified below:

- a) Eighteen (18) years old and above;
- b) Not blacklisted by any other mobile operator;
- c) Subscribe to new UNI5G Postpaid 99 plan and above; or
- d) Existing Unifi Mobile Postpaid customer requesting for change of plan to any UNI5G Postpaid 99 plan and above only;
- e) Once the pre-order Device is available on 23<sup>rd</sup> January 2025, submit the pre-order request and make full payment for the pre-order Samsung Galaxy S at <https://unifi.com.my/mobile/devices>.

2.2.2. Each Customer is eligible to place one (1) pre-order for one (1) unit of Device for each Identification Document during the Campaign Period together with registration of UNI5G Postpaid 99 and above at <https://unifi.com.my/mobile/devices>.

2.2.3. Each subscription to UNI5G Postpaid shall be subjected to the twenty-four (24) months contract ("Contract Period").

2.2.4. Any application for Mobile Network Portability (MNP) to UNI5G Postpaid service is not eligible for the pre-order under the Campaign.

### **2.3. Pre-Order Mechanics**

- 2.3.1. Once the Customer completes the pre-order and makes full payment of the Device (selling price) and Device upfront payment, one (1) unit of the Device will be reserved for the Customer. At this stage, cancellation of order, exchange or return of Device is strictly prohibited.
- 2.3.2. Customer will receive notification via email on the confirmation of the Device reservation and payment instruction.
- 2.3.3. Customer is fully responsible to pay the device in full as per customer's preferred payment method. The device price is not eligible for any claim of rebate, discount, trade in or other type of consideration.
- 2.3.4. TM reserves the right to charge the device price in full in the UNI5G Postpaid bill in the event any payment default, disruption of service, insufficient balance or any payment dispute.
- 2.3.5. The Device offered is on 'as-is' basis and shall not include any of the mobile accessories. TM reserves the absolute right to determine the model, brand, color, stock and specifications of the Device offered under this Campaign.
- 2.3.6. However, Customers who fulfill the following conditions are entitled for the waiver of upfront payment: -
  - i. Existing Unifi Mobile Postpaid with subscription period of six (6) months and above; and
  - ii. A good paymaster for the Unifi Mobile Postpaid and/or Unifi Home (where applicable) for the previous four (4) months of subscription.

Note: The waiver for upfront payment is applicable for Customers who is a citizen of Malaysia only. A Non-citizen is not entitled for the waiver.

- 2.3.7. TM reserves the rights to block the International Mobile Equipment Identity (IMEI) of the Device if Customer commit the following:
  - i. Suspected of fraud or found to have committed fraudulent or illegal activities;
  - ii. Customer has exceeded the number of devices allowed under the Campaign; and/or
  - iii. Reported to TM that the Device is missing or has been stolen and requested TM to block the IMEI of the Device.

### **3. DELIVERY OF THE DEVICE**

- 3.1. TM will deliver the Device within seven (7) to fourteen (14) working days starting from 14 February 2025 to the Customer's registered address upon successful registration to the Campaign.

- 3.2. There is no additional charges for delivery of the Device and the delivery service is available nationwide.
- 3.3. Upon delivery, Customer must produce original NRIC/passport for identity verification purposes, failing which the Customer may not be allowed to collect the Device. Third-party collection is strictly prohibited.
- 3.4. The delivery partner will make a maximum of three (3) delivery attempts. Parcel will be returned back to the warehouse upon failure of delivery to the Customer. The Customer needs to contact TM/Unifi customer service for re-delivery. Failure to do so the order will be cancelled by TM ninety (90) days from the date the order is created.
- 3.5. For any defective Device received upon delivery, the Customer is eligible for replacement of the Device provided that the Customer is able to successfully lodge a report to TM/unifi customer service within twenty-four (24) hours upon receiving the Device via live chat at unifi.com.my or my unifi app. Replacement of the Device may or may not be provided subject to assessment of defect by the device manufacturer.
- 3.6. If the report is lodged after twenty-four (24) hours, the report will automatically be treated as a warranty claim and will be based on reported defect after assessment by the Device manufacturer, Samsung.
- 3.7. Estimated duration to replace the defective Device is seven (7) working days upon report acknowledgement by TM and it is subject to stock availability & Customer's location.
- 3.8. Customer is responsible to perform self-inspection and testing upon receiving the Device.
- 3.9. The Device offered under this Campaign is supplied by TM's authorized third party partner. Nonetheless, TM is not liable for any liability claims with regards to the additional feature or service unless upon TM prior endorsement.
- 3.10. The warranty of the Device is provided by the Device manufacturer. For any warranty claims related to the Device, Customer is advised to liaise with Samsung authorized service centers.

#### **4. TERMINATION**

- 4.1. The subscription to the Campaign comes with twenty-four (24) months of contract. In the event of early termination by the Customers, the early termination penalty which shall be calculated based on the difference of Device recommended retail price (RRP) and the discounted Device selling price will apply.
- 4.2. The early termination penalty will be applicable in the event Customers commit the following actions:
  - i. Downgrade of UNI5G Postpaid Plan;
  - ii. Voluntary suspension of UNI5G Postpaid;
  - iii. Early termination of the contract;
  - iv. Port out to other mobile service provider; and/or
  - v. Fraud.

- 4.3. In charging the early termination penalty, the shorter the balance period of the contract, the lesser the amount of penalty will be charged to the Customer. The following shall be the example for the early termination penalty based on the period of subscription to the Device:

Month	1	2	3	4	5	6	7	8	9	10	11	12
Penalty (RM)	5,000	4,791	4,582	4,373	4,164	3,955	3,746	3,537	3,328	3,119	2,910	2,701

  

Month	13	14	15	16	17	18	19	20	21	22	23	24	25
Penalty (RM)	2,492	2,283	2,074	1,865	1,656	1,447	1,238	1,029	820	611	402	193	0

## 5. 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.

## 6. GOVERNING LAW AND JURISDICTION

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

## 7. CONFIDENTIALITY

Any personal data provided by the Applicant to TM in connection with the Campaign shall be kept confidential. The Privacy Notice of TM applies, please visit [TM Privacy Notice](#).

## 8. MISCELLANEOUS

- 8.1 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.
- 8.2 Except for the specific terms and conditions for the Campaign stated herein, all other terms and conditions for unifi Home, unifi Mobile Postpaid and General Campaign terms and conditions shall continue to apply.
- 8.3 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.
- 8.4 Further enquiries relating to the Campaign can be channeled to TM Live Chat at [unifi.com.my/chat](https://unifi.com.my/chat), tweet us @helpmeunifi, message us at [facebook.com/weareunifi](https://facebook.com/weareunifi) for assistance or visit any TMpoint outlets nationwide.

## 9. FORCE MAJEURE

TM shall not liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, flood, war, labor disputes, civil or military authority, pandemic,

epidemic, sabotages, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

**10. INDEMNITY**

Notwithstanding anything to the contrary, Customer will defend, indemnify and hold TM save and harmless from any and all claims, suits, actions, demands, costs, settlements, losses, damages, expenses and all other liabilities including reasonable attorney's fees (collectively "the Claims"), arising out of or resulting from its breach of this Terms and Conditions or the intentionally wrongful or negligent acts or omissions on your part, in the performance of or failure to perform your obligations under this Terms and Conditions or in relation to your use of the Campaign Package during the subscription.

**11. SEVERABILITY**

If any provision herein contained should be found invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

**12. PRIORITIZATION OF DOCUMENTS**

In the event there is any conflict or inconsistency between the Campaign T&C and the unifi Mobile Postpaid T&C as available at <https://home.unifi.com.my/mobile/postpaid/tnc>, the Campaign T&C shall prevail to the extent of its inconsistencies.

[End of Terms and Conditions]