# Terms & Conditions for <u>Upgrade & Drive Away</u> <u>Campaign</u>

These Terms and Conditions for unifi Upgrade & Drive Away Campaign ("Campaign's T&C") must be read together with General unifi Biz Terms and Conditions ("unifi Biz T&C"), as available in www.unifi.com.my (subject to further changes, at TM's absolute discretion, without prior notice to Customer). In the event of any discrepancies, this Campaign T&C shall prevail over the unifi Biz 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 Campaign T&C, from time to time without prior notice to the 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. THE CAMPAIGN

- a) The Upgrade & Drive Away Campaign ("Campaign") is organized by Telekom Malaysia Berhad ("TM") and is a targeted campaign to existing SME unifi Biz customers with the offerings of Upgrade the Speed or Add On Mesh Wi-Fi or Add On Microsoft 365 Business, and will be offered a guaranteed giveaway RM100 Shopee online voucher for Upgrade Speed only, and stand a chance to win attractive weekly prizes and grand prize worth up to RM 1.175 Million, i.e. laptops and four-wheel drive (4WD).
- b) The Campaign shall commence from 17 May 2021 until 31 December 2021 ("Campaign Period"). However, TM may, at its sole and absolute discretion ends or extends the Campaign Period without prior notice to Customer.
- c) The unifi Biz packages and Add Ons that are eligible for this Campaign are as follows:

Category 1 : Upgrade to higher Speed
unifi Biz
100Mbps
300Mbps
500Mbps
800Mbps

Category 2 : Add On Mesh			
Add On Mesh Wi-Fi			
Mesh Wi-Fi Deco M4			
Mesh Wi-Fi Deco M9			
Plus			
Campaign Backago"			

Category 3 : Add On Solution
Add On Microsoft 365
Business
Basic
Standard
Premium
Apps

(individually referred to as "Campaign Package").

- d) Subscription to the Campaign Package is subject to minimum subscription period (MSP) of twenty-four (24) months, starting from successful activation and installation of the Campaign Package.
- e) This Campaign is eligible for existing unifi Biz customers only.

- f) Customer can subscribe to the Campaign Packages via TM Sales Center (TMSC), TMpoint, Online, SME Consultants, Direct Sales, TM Resellers and TM Authorized Dealers (TAD) during the Campaign Period for details of each Campaign Package.
- g) The Campaign is subject to TM infrastructure readiness and port availability at the customer's installation address.
- h) The Customer hereby acknowledges that TM shall have the right to share and use the Customer's data and personal information (including picture) 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 <a href="https://unifi.com.my/lsds/assets/documents/privacynotice.pdf">https://unifi.com.my/lsds/assets/documents/privacynotice.pdf</a> for details.
- i) Further enquiries relating to the Campaign can be channelled to TM Live Chat at unifi.com.my/chat, visit any TMpoint outlets nationwide, tweet us @helpmeunifi or message us at facebook.com/weareunifi for assistance.

### 2. CAMPAIGN OFFERING

# 2.1 Upgrade Speed

a) Upgrade to higher speed unifi Biz packages can be illustrated in the table below:

Current Speed	Destination Speed	Destination Package (RM)	Mesh Wi-Fi
		RM 139	Without Mesh Wi-Fi
30 Mbps	100 Mbps	RM 154	With Mesh Wi-Fi Deco M4
		RM 169	With Mesh Wi-Fi Deco M9 Plus
100 Mbps	200 Mbpc	RM 249	With Mesh Wi-Fi Deco M4
100 Mbps	300 Mbps	RM 269	With Mesh Wi-Fi Deco M9 Plus
300 Mbps	500 Mbps	RM 299	With Mesh Wi-Fi Deco M9 Plus
500 Mbps	800 Mbps	RM 349	With Mesh Wi-Fi Deco M9 Plus

- b) The customers will be contracted with the 24 months' contract upon the agreement to perform the Upgrade Speed and the price will be perpetual until package or service being terminated.
- c) The entitlement of the Mesh Wi-Fi as illustrated for each Campaign Package is final and TM shall not entertain any request from Customer to change the specifications/brand of Mesh Wi-Fi or exchange to cash term.
- d) Mesh Wi-Fi will be delivered via TM appointed delivery partner i.e. J&T Express within 3-7 working days upon successful activation and installation of unifi Biz or Biz Broadband to Customer's account and registered address.

- e) Customer will have to provide a valid email address and delivery address to ensure the Mesh Wi-Fi device can be delivered accordingly.
- f) Customer is allowed to modify/change their Campaign Package subscription to other package within the Campaign during the MSP. However, if Customer wish to modify/change the subscription, Customer may do so by choosing to subscribe any of the existing commercial or the same campaign packages available at that time and the customers will be re-contracted for next 24 months.
- g) Any movement of Campaign Package with Mesh Wi-Fi to unifi package without Mesh Wi-Fi is allowed during the MSP. By removing Mesh Wi-Fi from the subscription, Customer will be charged a penalty fee of RM200.
- h) The warranty for Mesh Wi-Fi is for the period of three (3) years and any warranty claim process shall be deal directly with the manufacturer.
- i) Mesh Wi-Fi Terms and Conditions shall apply.

#### 2.2 Add On Mesh Wi-Fi Deco M4 or Add On Mesh Wi-Fi Deco M9 Plus

 The existing unifi Biz customers currently subscribing with the unifi Biz packages without Mesh Wi-Fi offerings will be offered with the following Add On Mesh Wi-Fi:

Add On Mesh Wi-Fi Deco	Add On Value (RM)
M4	RM 15
M9 Plus	RM 30

- a) The customers will be contracted with the 24 months' contract upon the agreement to perform the Add On and the price will be ended on month 25<sup>th</sup> and the original package prices will resume afterwards.
- b) The entitlement of the Mesh Wi-Fi as illustrated for each Campaign Package is final and TM shall not entertain any request from Customer to change the specifications/brand of Mesh Wi-Fi or exchange to cash term.
- c) Mesh Wi-Fi will be delivered via TM appointed delivery partner i.e. J&T Express within 3-7 working days upon successful activation and installation of unifi Biz or Biz Broadband to Customer's account and registered address.
- d) Customer will have to provide a valid email address and delivery address to ensure the Mesh Wi-Fi device can be delivered accordingly.
- e) The warranty for Mesh Wi-Fi is for the period of three (3) years and any warranty claim process shall be deal directly with the manufacturer.
- f) Mesh Wi-Fi Terms and Conditions shall apply.

# 2.3 Add On Microsoft Office 365 Packages

a) The existing unifi Biz will be offered with the option of the following Add On Microsoft Office 365 per below table:

Microsoft 365 Business	Add On Value (RM)	
Microsoft 365 Business Basic	RM 15	
Microsoft 365 Business Standard	RM 42	
Microsoft 365 Business Premium	RM 83	
Microsoft 365 Business Apps	RM 34	

b) The customers will be contracted with the next 12 months' contract upon the agreement to perform the Add On and the price will be perpetual until package or service being terminated and being illustrated in the sample of Microsoft 365 Business Basic as per below table:

Scenario	Select Add On	Contract unifi Biz	Contract for Add On	Early termination
Customers without contract unifi Biz	Microsoft 365 Business Basic	No contract	12 months Add On contract	Remaining months of Add On
Customers with contract unifi Biz	Microsoft 365 Business Basic	Current contract remains	12 months Add On contract	Remaining months of Add On + remaining months of unifi Biz package

c) Microsoft 365 Business Terms and Conditions shall apply.

# 2.4 Guaranteed Giveaway, Weekly and Quarterly Prizes

- a) During the Campaign Period, Customer will be offered a guaranteed giveaway RM100 Shopee online voucher for Upgrade Speed only, and stand a chance to win attractive weekly prizes and grand prize worth up to RM 1.175 Million, i.e. laptops and four-wheel drive (4WD) (collectively referred to as "Campaign Prizes").
- b) However, the Campaign Prizes are subject to availability and TM reserves the right to substitute the Campaign Prizes with other prize with equivalent value without prior notice to the Customer.
- c) The guaranteed giveaway for Category 1: Upgrade Speed only is;
  - i) RM100 Shopee online vouchers per subscription
- d) The Campaign Prizes to be won throughout the Campaign Period for all categories (1,2 and 3) are as follows:
  - ii) One [1] weekly prizes of Laptops;
  - iii) One [1] quarterly grand prize of Four-wheel drive (4WD)

- e) There are four (4) Campaign Prizes to win on weekly and one (1) grand prize on quarterly basis throughout the Campaign Period. In total, there are thirty-nine [39] of monthly prizes (including Grand prize) to be won throughout the Campaign Period.
- f) Each Customer will receive email/SMS from TM to participate in the Campaign by answering three (3) questions on unifi Business Club (uBC), and create the most creative slogan on how unifi Biz help in improving their business:

"unifi Biz membantu perniagaan saya ..." OR "unifi Biz enhance my business..."

Collectively referred to as the ("Campaign Entry").

- g) Multiple submission of the Campaign Entry is not permitted. The slogan must be in either English or Bahasa Malaysia and must not exceed fifty (50) words in total.
- h) Customers shall submit their Campaign Entry through uBC portal via the link <a href="https://unifi.com.my/business">https://unifi.com.my/business</a> within five (5) working days, starting from the date of email/SMS received.
- Failure to submit the Campaign Entry within the specified period will result in disqualification. TM will not be held liable in the event the Customer's failure to participate in the Campaign for whatever reasons.
- j) TM will choose the monthly winners for the Campaign Prize based on the correct answers to all the questions and the most creative slogan submitted. TM reserves the absolute right to determine the monthly winners for the Campaign Prizes.
- k) Each Customer can only win the Campaign Prize once. No repetitive win is allowed in the Campaign.
- The Campaign Prizes are strictly non-transferable, assignable, exchangeable, or redeemable by the winners in any other form or manner other than specified or determined by TM.
- m) TM reserves the absolute right to determine the model, brand, colour and specifications of the Campaign Prizes. In the event that the Campaign Prize is not available, TM retains the right to substitute any prize with another prize of similar value.
- n) Visual(s) of the Campaign Prizes shown in any advertisement, promotional publicity and other materials relating to this Campaign are solely for illustration purposes only and may not depict the actual prize.
- o) If TM found that the Customer's Campaign Entry or Campaign Package registration is fraudulent, TM has the right to disqualify the Customer from winning and if the

Customer is already selected as a winner for the Campaign Prizes, TM will rescind the decision and forfeit the Campaign Prize.

- p) TM will contact and notify the winners through their registered phone number and/or email under the Campaign for any updates regarding the ceremony. If the winners are not reachable within three (3) days of our notifications attempt, TM has the right to choose the next winner.
- q) However, TM reserves the right to use other medium that it deems fit at its absolute discretion for the purpose of announcing the winners and delivering of the Campaign Prizes.
- r) The Campaign Prizes 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 Prizes to the extent permitted by law.
- s) Unless stated otherwise, Campaign Prizes must be claimed by authorized person of the company during the winners' announcement ceremony. Any expenses to claim the Campaign Prizes is at winner's own cost.
- t) Winners shall nominate an authorized representative to collect the Campaign Prizes. The representative will be required to present authorisation letter with the Company's stamp in order to be permitted to claim the Campaign Prizes during the winners' announcement ceremony.
- u) The grand prize (4WD) is inclusive of registration fee and road tax. The 4WD must be registered under the selected winner's name i.e, the Company's name and not under an individual.
- v) The cost for insurance of the 4WD shall be under sole responsibility of the selected winners. If the selected winner fails to cooperate and/or fail to pay the cost of insurance within the period as advised by TM, TM may irrevocably forfeit the grand prize and select another winner without being liable or responsible to the winner in any manner whatsoever.
- w) Standard manufacturer warranty shall apply for the Campaign Prizes and selected winners shall reach out to the manufacturer directly for any warranty claim purposes.
- x) The recipients of Shopee online voucher will receive Shopee online voucher through uBC email.
- y) Other Campaign Prizes will be announced and delivered during winners' announcement ceremony.
- z) The recipients of Shopee online voucher are responsible to download and register an account with Shopee in order to enjoy the Shopee online voucher. TM is not responsible on the selected winner's failure to download and register an account

with Shopee. For assistance, selected winner may refer to <a href="https://help.shopee.com.my/my/s/contactusform">https://help.shopee.com.my/my/s/contactusform</a>.

- aa) Shopee online voucher validity period is up to three (3) months only from the received email date from TM. The selected winner is entirely responsible to utilize and/or use the Shopee online voucher before the expiry date. Shopee online vouchers is not returnable and/or refundable once issued to the selected winners.
- bb) TM and Shopee Malaysia shall not be responsible or hold any liability for any expired, lost or stolen Shopee online vouchers. The Shopee online voucher will be given only ONCE and shall not be replaced with other voucher or value, for whatever reasons.

# 2.3 Complimentary Voice Plan

Customers will enjoy Complimentary Voice Plan as follows:

- a) unifi Biz 100Mbps™
  - Simple Voice Plus 30 consists of free calls worth RM 30 monthly for national calls (for Fixed and Mobile lines).
  - Beyond call rates will be charged for calls made to TM fixed line at the rate of 3 cents (RM 0.03)/min.
  - Beyond calls rates will be charged for calls made to mobile line and other fixed line at the rate of 12 cents (RM 0.12)/min.
- b) unifi Biz 300Mbps™
  - Simple Voice Plus 50 consists of free calls worth RM 50 monthly for national calls (for Fixed and Mobile lines).
  - Beyond call rates is not chargeable for calls made from fixed line to another TM fixed line.
  - Beyond calls rates will be charged for calls made to mobile line and other fixed line at the rate of 12 cents (RM 0.12)/min.
- c) unifi Biz 500Mbps™
  - Simple Voice Plus 50 consists of free calls worth RM 50 monthly for national calls (for Fixed and Mobile lines).
  - Beyond call rates is not chargeable for calls made from fixed line to another TM fixed line.
  - Beyond calls rates will be charged for calls made to mobile line and other fixed line at the rate of 12 cents (RM 0.12)/min.
- d) unifi Biz 800Mbps™
  - Simple Voice Plus 70 consists of free calls worth RM 70 monthly for national calls (for Fixed and Mobile lines).
  - Beyond call rates is not chargeable for calls made from fixed line to another TM fixed line.
  - Beyond calls rates will be charged for calls made to mobile line and other fixed line at the rate of 8 cents (RM 0.08)/minute.

## 3. OTHER CAMPAIGN PRIVILEGES

Existing unifi Biz customers whom perform the Upgrade Speed, Add On Mesh Wi-Fi and Add On Microsoft Office 365 will also enjoy other Campaign privileges i.e Complete Business Solutions in order to meet the needs of business customers as follows:

- a) Marketing Solutions
  - Special advertising package for unifi Business Club (uBC) members including free unifi TV advertising and free listing at cari@unifi e-commerce platform.
- b) Financial Solutions
  - Digital loan submission with forty-eight (48) hours loan approval for RHB Bank, in collaboration with ScoreXcess.
- c) Premium Support
  - All related unifi issues will be attended within two (2) hours of complaint.
- d) Productivity Booster
  - Complete business solutions to increase business productivity with our collaborating partners including Lalamove, Swingvy, KryptoPOS and Enginemailer. For more info, kindly visit <a href="https://smecommunity.unifi.com.my/">https://smecommunity.unifi.com.my/</a>

#### 4. TERMINATION

- a) Customer who wish to cancel/terminate their subscription to the Campaign Package must request for service termination at TMpoint and Contact Centre 100.
- Early termination charges based on the Campaign Package fee remaining months (calculated at the price before discount) will be imposed for termination within the MSP.
- c) Early termination of Mesh Wi-Fi Deco M4 and Mesh Wi-Fi Deco M9 Plus will be imposed with remaining months' fee.
- d) Early termination of Microsoft 365 ala carte packages will be imposed with remaining months' fee.

### 5. RELOCATION AND TRANSFER OF OWNERSHIP

- a) Relocation of address is allowed subject to infra service availability when subscribing to the Campaign Package. However, if there are changes in terms of infra or technology (FTTH to VDSL), Customer may no longer be able to enjoy the same plan and will required to downgrade within the same family package.
- b) Transfer of ownership is allowed, subject to terms and conditions for relocation and transfer of ownership.

## 6. TM STANDARD CALL RATES

Unless stated otherwise, any call rates mentioned herein shall follow TM's standard call rates as available at the following link (subject to further changes, at TM's absolute discretion, without prior notice to the Customer):

https://unifi.com.my/lsds/assets/documents/Announcement%20Standard%20Charge %20Block%20092018.pdf

## 7. GOVERNING LAW AND JURISDICTION

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

## 8. CONFIDENTIALITY

Any personal data provided by the Applicant to TM in connection with the Campaign shall be kept confidential. TM Privacy Notice shall applies, please visit <a href="https://unifi.com.my/lsds/assets/documents/privacynotice.pdf">https://unifi.com.my/lsds/assets/documents/privacynotice.pdf</a>

[End of Terms and Conditions]