

TERMS AND CONDITIONS FOR UNIFI MOBILE WITH LAZADA DEVICE DISCOUNTS FOR 3G SUNSET AFFECTED CUSTOMERS CAMPAIGN

THIS “UNIFI MOBILE WITH LAZADA DEVICE DISCOUNTS FOR 3G SUNSET AFFECTED CUSTOMERS” CAMPAIGN (HEREBY KNOWN AS “CAMPAIGN”) IS ORGANISED BY TELEKOM MALAYSIA BERHAD (“TM”). PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU AGREE TO PROCEED WITH THE PARTICIPATION. EXCEPT FOR THE SPECIFIC TERMS AND CONDITIONS FOR UNIFI MOBILE STATED HEREIN, ALL OTHER TERMS AND CONDITIONS FOR UNIFI MOBILE POSTPAID AND GENERAL CAMPAIGN TERMS AND CONDITIONS SHALL CONTINUE TO APPLY. BY PARTICIPATION DURING THE CAMPAIGN PERIOD STATED BELOW, YOU HEREBY DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED TO BE BOUND BY THE TERMS AND CONDITIONS BELOW AND ANY OTHER RELATED TERMS AND CONDITIONS.

1. GENERAL

This Campaign is organized by TM to existing unifi Mobile customer which currently use 3G device and non-VoLTE device by giving complimentary RM 50 discount Lazada voucher code (hereinafter referred to as “Voucher”) to the first 660 selected Customers, for them to upgrade to mobile device as offered by participating brand(s) under the Campaign. Other than enriching unifi Mobile Customer’s experience, this Campaign is also in line with the plan to decommission all 3G mobile network by all mobile operators by the end of 2021.

2. CAMPAIGN PERIOD

The Campaign will start from **24 June 2021** until **31 December 2021** (“Campaign Period”). Notwithstanding anything to the contrary, TM reserves the right to change the end date of the Campaign Period to an earlier or a later date.

3. ELIGIBILITY

The eligible Customers for this Campaign are as follows:

- (i) Existing unifi Mobile Customers; and
- (ii) Identified customer which currently use 3G or Non VoLTE device

4. PARTICIPATION PROCESS

Customers may participate in the Campaign by following the steps below:

- (i) TM will send an EDM & short message service (SMS) to the targeted Customers inviting them to participate in the Campaign.
- (ii) Customers who receive the SMS with the link to online form will need to submit the application within three (3) weeks from date of EDM & SMS in order to be eligible for the Lazada voucher for device purchase from Lazada online store.
- (iii) Customers need to submit the application by filling-up the online form obtained via EDM or SMS only.
- (iv) Upon completion and submission of the online form, TM will identify the first 660 customers based on first come first serve basis who are also fill in the correct NRIC/ Passport number and within TM lists. TM hold the final jurisdiction to decide the eligible Customers.
- (v) TM will provide the notification to the selected 660 Customers via SMS to Customer’s registered mobile number for Lazada voucher code. TM shall take no responsibility for the wrong number given by Customers and non-delivery of the SMS.

5. DISCOUNT VOUCHER REDEMPTIONS

- 5.1 Lazada voucher may only be redeemed via the Lazada mobile app or portal at selected store. Customers shall follow the steps below to redeem the Voucher:
- (i) For new Lazada Customer, must register an account with Lazada.
 - (ii) Customers may open the given SMS and click on the link which directed to myunifi's landing page inside Lazada app or website with access to the participating brand(s) official store.
 - (iii) Customer may then choose their preferred model and proceed to add the selected mobile phone eligible under the Campaign to cart.
 - (iv) Upon checkout, Customer need to enter the Voucher code sent to Customer via EDM/SMS earlier in order to enjoy RM50 discount from the total bill of the mobile phone. This Voucher is not valid in conjunction with any other vouchers, offer or promotions and product exclusion shall apply.
- 5.2 The Voucher is subject to Lazada terms and conditions and Customer must comply with such terms and conditions.
- 5.3 The Voucher is subjected to redemption period, as stated in SMS for the Voucher sent to Customers. Customers are entirely responsible to utilize and/or use the Voucher before the expiry date. TM has the absolute right to forfeit the Voucher if the Customers fail to use the Voucher within the specified redemption period.
- 5.4 The Voucher given to the Customers are not transferable, nor exchangeable for cash, credit or kind, whether in part or in full.
- 5.5 The visual(s) of the mobile phones 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 item.
- 5.6 Purchase of the mobile phone(s) from Lazada app is subjected to stock availability of the participating store(s).

6. CUSTOMER'S RESPONSIBILITIES

Customers must ensure that all details given for the purpose of Campaign participation are true, correct and accurate. Customers 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 Customers in any form it deems fit.

7. CHARGES

Customers understand and agree that Customer may incur certain charges to take part in these Campaign. Where the mode of entry is via online form which Customer are required to use data for internet usage. This charges is in addition to the standard fee charged by Customer's telecommunications service provider. Unless otherwise stated in this terms and conditions, all costs incurred by the Customers including without limitation, postal charges, Internet Service Provider (ISP) charges, transport costs, communication charges, accommodation, meal costs and/or other related costs incurred by the Customers as a result of and/or pursuant to the participation in the Campaign shall be solely borne by the Customers. TM shall not be under any obligation to reimburse the

Customers for any of such costs and expenses incurred thereof.

8. SUSPENSION

TM reserves the right to refuse or withdraw the voucher application of any party that it determines to be acting in breach or potential breach of either unifi Mobile terms and conditions or these terms and conditions.

9. CANCELLATION, SUSPENSION AND DELAY

TM reserves the right to cancel, modify, suspend or delay the Campaign in the event of any unforeseen circumstances beyond its reasonable control. For the avoidance of doubt, any cancellation, modification, suspension or delay by TM shall not entitle the customer to any claim or compensation against TM for any and all loss or damage suffered or incurred by the customer as a direct or indirect result of the said act(s).

10. SPONSOR

The Voucher provided by Lazada and may have certain special terms and conditions attached to it. The discount voucher is subject to such terms and conditions and selected Customers who will received the voucher must comply with such terms and conditions before they are awarded with the voucher.

11. INDEMNITY

- (i) Notwithstanding anything to the contrary, the 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 referred as "Claims"), arising out of or resulting from its breach of this terms and conditions or the intentionally wrongful or negligent acts or omissions on the part of the Customer, in the performance of or failure to perform their obligations under this terms and conditions or in relation to any usage during the Campaign Period.
- (ii) The Customer will be responsible for and shall accordingly fully indemnify TM in respect of any breach or threatened breach of any intellectual property rights by any of its representatives, and undertakes to take any and all such action as TM reasonably deem fit and necessary to prevent any threatened breach, or contain the effects of any breach or suspected breach, at the customer's costs.

12. AMENDMENT AND VARIATION

TM reserves the rights to change, amend, delete or add on to these terms and conditions at any time without prior written notice and the customer hereby agrees to be bound by such amendment(s).

13. FORCE MAJEURE

Neither Party is 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, 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.

14. GOVERNING LAW AND JURISDICTION

This terms and conditions are governed by the laws of Malaysia and any dispute arising out of or in connection with them shall subject to the exclusive jurisdiction of the courts in Malaysia.

15. NOTICE OR DELAY

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to the other party pursuant to this terms and conditions shall be in writing and mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or by courier, telegram, facsimile or email. Notice shall be deemed to have been given in the case of posting, the day after the registered or certified mail receipt has been acknowledged by the recipient; in the case of facsimile, upon successful completion of transmission; in the case of email, upon sending; in the case of telegram or hand delivery or courier, the next business day after it has been delivered.

16. SUBSCRIBER'S PERSONAL DATA AND INFORMATION

16.1 Each Party shall at all times comply with the Personal Data Protection Act 2010, which the relevant clauses are available online at www.tm.com.my. By participating in this Campaign, Customer hereby agree for TM to share your personal data to Lazada for purpose of the Campaign.

16.2 Any personal data provided by the Customers to TM in connection with the Campaign shall be kept confidential. The Privacy Notice of TM applies, please visit <https://unifi.com.my/mobile/postpaid/assets/doc/Privacy%20Statement.pdf>