

TERMS AND CONDITIONS
(For the unifi-Dimsum Entertainment Offering)

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE YOU SUBSCRIBE TO THE UNIFI – DIMSUM ENTERTAINMENT OFFERING. THESE TERMS AND CONDITIONS ARE READ TOGETHER WITH THE TERMS AND CONDITIONS FOR UNIFI AND BROADBAND FOR RESIDENTIAL (AND ANY OTHER RELATED TERMS AND CONDITIONS). BY SUBSCRIBING TO THE UNIFI – DIMSUM ENTERTAINMENT, YOU ARE DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED TO BE BOUND BY THE TERMS AND CONDITIONS BELOW AND ANY OTHER RELATED TERMS AND CONDITIONS.

1. DEFINITIONS

1.1. In this Terms and Conditions, the following words and expressions shall have the following meanings:

“Access Period” means the period of time, commencing from the first time the subscriber activates their Dimsum Entertainment account (“Activation date”).
“Eligible Subscribers” means TM’s existing and new unifi and broadband (residential) customers with a minimum speed of 4mbps and above.
“Intellectual Property Rights” means patents, trademarks, service marks, trade names, registered designs, designs, copyrights and other forms of intellectual or industrial property, know-how, inventions, formulae, confidential or secret processes, trade secrets and confidential information, and any other protected rights and assets, and any licenses and permissions in connection therewith, in each case in any part of the world and whether or not registered or registrable and for the full period thereof and all extensions and renewals thereof, and all applications for registration in connection with the foregoing.
“Subscription Period” means the period of time when an eligible subscriber opt-in for Dimsum Entertainment audio-visual content via Dimsum Entertainment app on web, mobile devices and android TV box for the first time.
“TM” means Telekom Malaysia Berhad (Company No. 128740-P), a company incorporated under the laws of Malaysia with its business address at Level 51, North Wing, Menara TM, Jalan Pantai Baharu, 50672 Kuala Lumpur, including any of its subsidiaries that is authorised to act on behalf of TM to conduct and manage this Campaign.
“Dimsum Entertainment Apps” means and refer to the online entertainment audio-visual content, including, films and television shows, streamed over the Internet through connected devices, including but not limited to the mobile application or ‘app’, available through the Apple Store or the Google Play Store, and smart televisions provided by SMG Entertainment Sdn Bhd.
Dimsum Entertainment Content Access Means the right to access Dimsum Entertainment’s online entertainment audio-visual content via Dimsum Entertainment app on web, mobile devices and android TV box.

1.2. Words and expressions denoting the singular include plural numbers and word and expressions denoting the plural shall include the singular number unless the context otherwise require.

- 1.3. Word denoting natural persons include bodies corporate, partnerships, sole proprietorship, joint ventures and trusts.
- 1.4. The expression “him” or any other expressions appear herein shall be deemed to include the masculine, feminine, plural thereof where the context so admits.

2. UNIFI – DIMSUM ENTERTAINMENT OFFERING

- (i) Unifi – Dimsum Entertainment Offering is content access application offered by Telekom Malaysia Berhad (“TM”) to all its existing and new unifi and broadband (residential) customers with a minimum speed of 4mbps and above. (“**Eligible Subscribers**”, or “**you**” or “**your**”) in association with SMG Entertainment Sdn Bhd.
- (ii) As Eligible Subscribers, you will be offered access to the subscription service provided by SMG Entertainment Sdn. Bhd. to its subscribers to access to the (“**Dimsum Entertainment Apps**”) for online entertainment audio-visual content, including dramas, variety shows, animations, kid’s programmes, movies, documentaries and news, streamed over the Internet through connected devices, including but not limited to the mobile application or ‘app’, available through the Apple Store or the Google Play Store, respectively (“**Dimsum Entertainment Apps**”) for the (“**Access Period**”), subject always to the Terms and Conditions herein (“unifi-Dimsum Entertainment”).

3. ELIGIBILITY

- (i) All of TM’s existing and new unifi and broadband (residential) customers with a minimum speed of 4mbps and above are eligible to enjoy this unifi – Dimsum Entertainment Offering.
- (ii) The unifi – Dimsum Entertainment Offering provides Dimsum Entertainment Content Access to you concurrently on multiple devices. The number of accessible devices is based on your subscription. For VIP Family, you can access up to 5 devices concurrently while VIP subscribers can use up to 2 devices.

4. ACCESS PERIOD

- (i) Your access period to the Dimsum Entertainment Content will commence from the 1st opt-in date (“**Subscription Period**”).
- (ii) Notwithstanding anything to the contrary, TM reserves the right to change the (“**Subscription Period**”) to an earlier or a later date subject to written notification to the subscribers.
- (iii) As Eligible Subscriber, you must maintain your status as an active unifi or broadband minimum speed of 4 Mbps and above subscriber (no suspension or termination of service for any breach of any of TM’s terms and conditions including failure to make prompt payment), failing which, your DIMSUM ENTERTAINMENT Content Access will automatically be deactivated.

5. SUBSCRIPTION FEE

- (i) Monthly Subscription Fee shall be at the applicable rate indicated below or at such rates as may be published or prescribed and informed or made available for viewing by TM from time to time at unifi TV’s website (<https://unifi.com.my/plus-box/dimsum>):

- (a) Dimsum Entertainment: RM10/month (VIP Family Subscription) or RM 8/month (VIP Subscription)
- (ii) The applicable rate for Dimsum Entertainment Content Access is not subject to SST.

6. ACTIVATION OF UNIFI-DIMSUM ENTERTAINMENT OFFERING

- (i) To enjoy FULL ACCESS to the content within DIMSUM Entertainment Apps, you MUST DO the following:
 - (a) Download the DIMSUM ENTERTAINMENT Apps through Apple Apps Store or Google Playstore;
 - (b) Connect to a unifi/Broadband network at home;
 - (c) Open the DIMSUM ENTERTAINMENT apps or go to www.dimsum.my to sign up.
 - (d) Click the "Register to Activate" button to get the ninety (90) days' only free trial (for first time User registering prior to 12th November 2020) and thirty (30) days' only free trial access (for first time User registering after 12th November 2020 and onwards); then the Eligible Subscriber shall be able to register and login to start watching.
- (ii) Eligible Subscriber is allowed to activate unifi-Dimsum Entertainment by using one (1) unifi or Broadband account only.
- (iii) An "Electronic Direct Mailer (EDM)" will be sent to all Eligible Subscribers with a guide upon subscription of the DIMSUM ENTERTAINMENT Content Access.
- (iv) Eligible Subscribers may also visit Unifi TV website at <https://unifi.com.my/plus-box/dimsum> for instructions on how to activate your DIMSUM ENTERTAINMENT account upon subscription of the DIMSUM ENTERTAINMENT Apps.

7. YOUR REPRESENTATION AND WARRANTIES

- (i) By participating in this unifi-Dimsum Entertainment offering, you shall be deemed to have unconditionally accepted all the Terms and Conditions.
- (ii) You further agree to be bound by this Terms and Conditions and any of TM's decision with regard to this offering and your subscription to any of TM's products and services shall be final and no correspondences on the dissatisfaction of such terms and conditions will be entertained.
- (iii) You hereby agree and acknowledge that by provision of the Dimsum Entertainment Content Access during the Access Period to you, you shall be bound by the applicable terms and conditions set out by Dimsum Entertainment for the same, available for viewing at <http://https://www.dimsum.my/terms> ("**Dimsum Entertainment Terms and Conditions**"). In terms of any inconsistencies between these Terms and Conditions and the Dimsum Entertainment Terms and Conditions in regards to the provisions related to the Dimsum Entertainment Content Access, the Dimsum Entertainment Terms and Conditions shall prevail to the extent of any inconsistency.

- (iv) You also agree to co-operate and comply with all reasonable requests of TM and/or Dimsum Entertainment in connection with this Offering and consents to receiving promotional, marketing and other publicity information from TM from time to time.
- (v) You understand that your entitlement to this Offering is not transferable, exchangeable and for resale. No cash alternatives will be offered in lieu of this Campaign.
- (vi) Upon activation of the Access Period, you hereby agree to be Dimsum Entertainment subscriber.

8. YOUR OBLIGATIONS

- (i) The Subscriber shall be liable for and shall promptly pay to TM, within the time period specified in TM's bill for the subscribed Dimsum Entertainment Content Access, all charges, fees, rentals, costs or other amounts whatsoever as shown in TM's bill, notwithstanding that the Subscriber may dispute the same for any reason(s) whatsoever.
- (ii) You will need to contact DIMSUM ENTERTAINMENT at contactus@dimsum.my or call DIMSUM ENTERTAINMENT at: 1300-88-7827 (Monday to Friday from 8.30am – 5.30pm except public holidays) for any support and assistance with regard to your DIMSUM ENTERTAINMENT Content Access.

9. RENEWAL OF ACCESS PERIOD

- (i) Before the end of the Free Access Period, prior notification given to you before the expiry of the Access Period by TM and/or Dimsum Entertainment that your 30 days' free trial Access Period is expiring.
- (ii) Upon expiry of the Access Period, you may continue your Dimsum Entertainment Content Access upon the payment of applicable subscription fees set out by Dimsum Entertainment and in accordance with the Dimsum Entertainment Terms and Conditions.

10. RIGHTS

- (i) TM and/or DIMSUM ENTERTAINMENT reserve the right to vary, modify, cancel, terminate or suspend the Offering or any part thereof with or without any prior notice.
- (ii) For the avoidance of doubt, the alteration, modification, cancellation, termination or suspension by TM and/or Dimsum Entertainment of the Offering or any part thereof shall not entitle the Eligible Subscriber to any claim and/or compensation against TM and/or Dimsum Entertainment (in cash or in kind) for any and all loss or damage suffered or incurred by the Eligible Subscriber as a direct or indirect result of the act of alteration, modification, cancellation, termination or suspension of the Offering.
- (iii) TM reserves the sole and absolute right to reject application by any disqualified unifi subscriber that is deemed ineligible for the Campaign.

11. SUSPENSION OR TERMINATION OF ACCESS PERIOD

- (i) Any suspension of your broadband or internet service (unifi & Broadband) will result in the suspension of your DIMSUM Content Access. Reactivation of your DIMSUM Content Access

will only be done upon the reconnection of your broadband or internet service (unifi & Broadband).

- (ii) No replacement of your Access Period will be given for the period where your broadband or internet service was being suspended.
- (iii) In the event of a termination of your broadband or internet service (unifi & Broadband), your DIMSUM Content Access will also be automatically terminated. To continue your DIMSUM Content access, you will need to activate your DIMSUM Content Access subject to the terms and conditions herein.
- (iv) Notwithstanding the above, in the event that you commit a breach or potential breach of any term herein, TM reserves the right to take necessary action including but not limited to termination or suspension of your DIMSUM Entertainment Content Access without compensation of any kind to you.
- (v) TM shall take all reasonable effort to notify all Eligible Subscribers of any breach or potential breach prior to such termination or suspension.

12. CANCELLATION, SUSPENSION OR DELAY

TM and/or Dimsum Entertainment reserve the right to cancel, modify, suspend or delay the subscription to the Offering in the event of any unforeseen circumstances beyond their reasonable control. For the avoidance of doubt, any cancellation, modification, suspension or delay by TM and/or Dimsum Entertainment shall not entitle Eligible Subscribers to any claim or compensation against TM and/or Dimsum Entertainment for any and all loss or damage suffered or incurred by the Eligible Subscriber as a direct or indirect result of the said act(s).

13. DISCLAIMER

- (i) You acknowledge that no guarantees nor any warranties whatsoever are being provided that the content in the Dimsum Entertainment Apps or any information or data accessed by you will not contain the following:
 - (a) any elements that is contrary to law including but not limited to elements which promotes or encourages, theft, fraud, drug-trafficking, money-laundering or terrorism; or
 - (b) incites violence, sadism, cruelty or racial or religious hatred; or
 - (c) contains blatant bigotry; or
 - (d) promotes, encourages and/or facilitates prostitution, paedophilia and any unnatural acts of a carnal nature; or
 - (e) contains nudity or is pornographic or excessively obscene, indecent, abusive, offensive or menacing; or
 - (f) contains any element which may be and/or deemed offensive, obscene, upsetting, seditious or defamatory to the subscriber. You shall exercise discretion while viewing to the same at all times and TM and/or Dimsum Entertainment shall not be held responsible and hereby disclaims any and all liabilities whatsoever with regard to any information or content accessed.
- (ii) No warranties are being provided that your Dimsum Entertainment Content Access, (a) will not be interrupted or error-free; or (b) will prevent unauthorised access by third parties. TM does

not authorize anyone to make a warranty of any kind on its behalf and you should not rely on anyone making such statements.

- (iii) No warranties whatsoever are being provided that any and all programs in Dimsum Entertainment website will be broadcasted to Eligible Subscribers at all times.
- (iv) You understand and agree that the Dimsum Entertainment Content Access on "AS IS" basis without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event TM and/or Dimsum Entertainment will be liable to you for any direct, indirect, consequential or special damages whatsoever suffered by you or any other party relating in any way to the use of your Dimsum Entertainment Content Access or pursuant to any activities contemplated under these Terms and Conditions.

14. INDEMNITY

- (i) Notwithstanding anything to the contrary, you will defend, indemnify and hold TM and Dimsum Entertainment 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 Dimsum Entertainment Content Access during the Access Period.
- (ii) You will be responsible for and shall accordingly fully indemnify TM and Dimsum Entertainment in respect of any breach or threatened breach of any Intellectual Property Rights by any of its representatives, and undertake 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 your costs.

15. EXCLUSION OF LIABILITY

By participating in this Offering, you (or if you are the Eligible Subscriber's parent/legal guardian if entrant is a minor below 18 years of age) agree that (i) TM, and its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, fulfilment agencies and legal advisors; and (ii) Dimsum Entertainment, and its employees, officers, directors, shareholders, agents, representatives, parent companies, affiliates, subsidiaries, licensees, advertising, promotion, fulfilment agencies and legal advisors, shall not be liable in any way for any losses or damages, rights, claims and/or actions of any kind (including but not limited to loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive, general damages and/or special damages of any party including third parties) howsoever arising whether in contract, tort, or otherwise including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy, in connection with the Campaign even if TM and/or Dimsum Entertainment have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

16. AMENDMENTS AND VARIATIONS

TM and/or Dimsum Entertainment reserves the rights to change, amend, delete or add on to these Terms and Conditions at any time without prior written notice and you hereby agree to be bound by such amendment(s).

17. EXTENSION TO THE UNIFI RESIDENTIAL TERMS AND CONDITIONS

These Terms and Conditions are in addition to the General Terms and Conditions for unifi (Residential) and your current terms and conditions of unifiTV subscription available for viewing at www.tm.com.my. In the event of inconsistencies between any of the provision of the General Terms and Conditions and these Terms and Conditions, the General Terms and Conditions shall prevail to the extent of any inconsistency.

18. FORCE MAJEURE

TM and Dimsum Entertainment 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, labour 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.

19. GOVERNING LAW AND JURISDICTION

This Terms and Conditions are governed by the laws of Malaysia and any dispute arising out of or in connection thereof shall be subject to the exclusive jurisdiction of Malaysia courts.

20. 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, 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 hand delivery or courier, the next business day after it has been delivered.

21. YOUR PERSONAL DATA AND INFORMATION

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.

22. BRIBERY, CORRUPTION, FRAUDULENT ACTS AND INDUCEMENT

- (i) Each Party shall comply with all Applicable Laws relating to Prohibited Acts for the purpose of this Agreement. "Prohibited Acts" is an act of committing an offence under the Applicable Laws which shall include but not limited to offences related to bribery, corruption and / or fraudulent acts under the Malaysian Anti-Corruption Commission Act 2009, United Kingdom Bribery Act 2010 and the United States of America Foreign Corrupt Practices Act ("Anti Bribery & Corruption Laws").
- (ii) Each Party hereby represent, warrant and undertake to each other now and hereafter, that:

- (a) it shall ensure establishment and implementation of anti-bribery policies, procedures and anti-corruption framework, in line with the requirement under the Anti Bribery & Corruption Laws and to ensure full compliance thereof including by its subsidiaries and Affiliates;
 - (b) it recognises that giving, offering, or promising any gift, payment, loan, reward, inducement, benefit or other advantage to the other Party's employees, its board of directors, representatives and/or agents is in violation of their respective policies, ethics and Applicable Laws and shall not utilize any information or assistance derived from such practice or allow the existence or the continuation of such practice for purposes of this Agreement;
 - (c) it shall ensure that anyone employed by or acting on its behalf shall not commit, or procure third parties to commit any Prohibited Acts and to promptly report to the other Party of any requests for bribes by any person in relation to this Agreement, as soon as it becomes aware of any such requests.
- (iii) Notwithstanding any provision of this Agreement, either Party shall have the right to terminate this Agreement with immediate effect by written notice to the other Party if:
- (a) any representation or warranty or undertaking in Clause 2 above by the other Party is known to be untrue or misleading; or
 - (b) it learns that Prohibited Act is being or has been committed by the other Party and/or anyone employed by or acting on its behalf,

and, the defaulting Party shall be liable for losses, damages, costs and expenses incurred by the other Party as a result of such termination ("Losses"). The defaulting Party shall indemnify and render the other Party harmless from such Losses and to the extent such Losses are actual damages

{End of Clause}