

## SPECIFIC TERMS & CONDITIONS

### Extraordinary Campaign (Existing Customers)

These Specific Terms and Conditions for Extraordinary Campaign (“Campaign T&C”) shall be read together with the General Terms and Conditions for unifi Home (“unifi Home T&C”), as available in [www.unifi.com.my](http://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 Specific Campaign T&C shall prevail over the unifi Home 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 Specific 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. GENERAL

- a) **Extraordinary Campaign (Existing Customers)** (“Campaign”) is brought to you by Telekom Malaysia Berhad (“TM”). The Campaign shall commence from **22 August 2022 and shall continue until further notice** (“Campaign Period”). However, TM may, at its sole and absolute discretion ends or extends the Campaign Period without prior notice to Customer.
- b) The Campaign is open to existing TM customers (“Customer”) based on service capability at Customer’s residency area and best plan that suits Customer’s need.
- c) This Campaign offers the Customer with free speed upgrade for the period of six (6) months while retaining the same monthly commitment for the unifi Home subscribed by the Customer under the Campaign and one (1) month fee waiver upon activation and successful upgrade of the Campaign Package (“Campaign Package”).
- d) Each unifi ID will only be entitled for the free speed upgrade and fee waiver only ONCE under the Campaign.
- e) The Campaign package is subjected to twenty-four (24) months minimum subscription period and Customer’s unifi Home subscription will be refreshed for twenty-four (24) months upon the activation of the Campaign Package.
- f) Customer can opt for the Campaign Package via self-care portal or myunifi app under change of plan request.
- g) Customer must ensure that the details submitted for the registration of interest are final and accurate for TM to process the application. TM will not entertain any request for amendment upon order submission.
- h) Alternatively, customer can also walk in to TMpoint to subscribe to the Campaign Package.

#### 2. CAMPAIGN OFFERINGS

- a) Under this Campaign, Customer will be entitled for:-
- i. FREE speed upgrade: Faster internet speed while retaining the same monthly commitment fee for six (6) months based on the Campaign Package subscription;
  - ii. Bundle package at discounted price upon successful speed upgrade;
  - iii. One (1) month fee waiver upon successful speed upgrade and activation of the Campaign Package;
  - iv. Enjoy Disney+ Hotstar OR Lionsgate Play for six (6) months. For Customers who subscribe to Campaign Package with the speed of 800Mbps, access to Disney+ Hotstar is twelve (12) months at no extra cost.

b) The offerings under the Campaign shall be illustrated under the following table:

- o **Broadband Only Plan**
- o **Broadband Only Plan with Mesh Wi-Fi**
- o **Broadband with Entertainment Plan**

Offering/Entitlement		Complimentary Device	One Month Waiver	FREE 6-month Speed Upgrade	Streaming App (OTT)
Broadband Only Plan	30Mbps	x	✓	✓	Lionsgate Play (6 months)
	100Mbps				Disney+ Hotstar (6 months)
Broadband Only Plan with Mesh Wi-Fi	300Mbps	Wi-Fi 6 Certified MESH	✓	✓	Disney+ Hotstar (6 months)
	500Mbps				x
	800Mbps				
Broadband with Entertainment Plan	100Mbps	unifi Plus Box	✓	✓	Disney+ Hotstar (6 months) for unifi TV Varnam/Aneka/ Ruby Plus Pack
	300Mbps				
	500Mbps				
	800Mbps			x	Disney+ Hotstar (12 months) for unifi TV Varnam/Aneka/ Ruby Plus Pack

- c) Customer who opt for an upgrade of their existing unifi Home subscription to **Broadband with Entertainment Plan** may choose their preferred Entertainment Pack. The available Entertainment Pack that can be choose by the Customers are:
- unifi TV Ultimate Pack;
  - unifi TV Varnam Plus Pack;
  - unifi TV Aneka Plus Pack; or
  - unifi TV Ruby Plus Pack.
- d) **unifi TV Ultimate Pack offering is readily bundled** with Disney+ Hotstar and other streaming app offering(s) which are based on ongoing commercial offering, as available.
- e) For Customers who opt for the Campaign Package under Broadband only Plan with Mesh Wi-Fi or Broadband Only Plan , TM will remove all existing entertainment offering.
- f) Any existing subscription to Value Added Services (VAS) will be carried forward when the Customer subscribe to this Campaign Package. The VAS is at all times subjected to Terms and Condition of the current existing VAS.
- g) If the Customer subscribe to lower speed than their existing unifi Home subscription when they opt for the Campaign Package, Customer is not entitled for the one (1) month fee waiver and free speed upgrade under the Campaign. Downgrade speed movement to the Campaign Package is only available via TMpoint and TM Contact Centre.
- h) Any upgrade, lateral movement or downgrade of unifi Home to any speed/package outside of the Campaign Package are not eligible to enjoy the one (1) month fee waiver or free speed upgrade for six (6) months.
- i) The terms and conditions for any Value Added Services (VAS) subscription shall remain and applicable as per usual.
- j) If Customer has already subscribed to existing unifi Home subscription which comes with Free unifi Plus Box or Mesh Wi-Fi, Customer will not receive new Free unifi Plus Box or Mesh device once subscribe to the Campaign Package, unless the Mesh Wi-Fi device will be upgraded based on new selected speed.
- k) TM has the absolute right to determine the brand, color and specification for the Mesh Wi-Fi and unifi Plus Box under the Campaign.
- l) Customer will receive a notification via SMS at the end of six (6) months free speed upgrade period. If customer wish to continue after the free trial period has ended, customer may choose to maintain the speed and the account will be automatically charged with the new monthly fee for the consecutive months.

### 3. CHARGES AND BILLING

- a) TM will automatically update Customer's billing information in terms of package name and price once Customer's new package is being activated upon successful change of plan.

- b) Upon successful activation of the new Campaign Package, the pro-rate charges from Customer's previous package will be reflected in the next billing cycle of the new package.
- c) The pro-rated charges and penalty (if any) shall form part of the amount due under the same bill together with the new package charges.
- d) Customer who choose to remain the upgrade speed after 6 months will be charged prorated subscription fee for the new package subscribed in next billing cycle.
- e) Customers who choose to revert to the initial subscribed speed plan will not be charged any additional fees (subject to pro-rated charges if any).
- f) Customer who agree to upgrade to any plan under the **Broadband with Ultimate Pack offering** and is still serving the twelve (12) months contract for unifi TV pack (Content Pack) will not be charged with any early termination charges for the Content Pack prior to activation of the new plan.
- g) If the Customer is still serving the twelve (12) months contract for unifi TV pack under their existing unifi Home subscription, Customer will be charged with early termination charges for the unifi TV pack prior to activation of the Campaign Package.
- h) TM Credit Limit Terms and Condition applies.

#### 4. TERMINATION

- a) Upon subscription to the Campaign Package, Customer must observe and fulfill the contract period as mentioned in Clause 2 (g) of this terms and conditions herein. However, if the Customer wish to cancel/terminate their subscription to the Campaign Package during the minimum subscription period, Customer may submit the request for service termination via online medium unifi portal, TM 100, Live chat, email and/or any TM social media. Unifi Home General Terms and Conditions shall apply.
- b) In the event Customer terminate the Campaign Package during the one (1) month fee waiver period, Customer will not be entitled to enjoy the one (1) months fee waiver and the fee will be charged and reflected in the Customer's bill.
- c) Early termination charges based on the Campaign Package fee remaining months of unifi Home Plan (calculated based on price before discount) will be imposed for termination within the contract period.

#### 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. However, all OTT entitlement are not transferable to the new owner.

## 6. VARIATION

- a) 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.

## 7. CONFIDENTIALITY

- a) Any personal data provided by the Customer to TM in connection with the Campaign shall be kept confidential. The Privacy Notice of TM shall apply. For reference, please visit [TM Privacy Notice](#)

## 8. GOVERNING LAW AND JURISDICTION

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

## 9. INDEMNITY

- a) 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.

## 10. FORCE MAJEURE

- a) 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.

## 11. SEVERABILITY

- a) 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. MISCELLANEOUS

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

## 13. PRIORITIZATION OF DOCUMENTS

- a) In the event there is any inconsistency of the provisions under this terms and conditions, unifi Home terms and conditions, General Campaign terms and conditions and the Terms of Use, the following order of precedence shall apply:
  - i. Extraordinary Campaign (Existing Customers) Terms and Conditions;
  - ii. unifi Home Terms and Conditions;
  - iii. unifi Play TV app Terms and Conditions;
  - iv. unifi TV Pack Terms and Conditions;
  - v. General OTT Terms and Conditions;
  - vi. unifi Plus Box Terms and Conditions;
  - vii. Mesh Wi-Fi Terms and Conditions;
  - viii. General Campaign Terms and Conditions; and
  - ix. Terms of Use

[End of Terms and Conditions]