

# CAMPAIGN TERMS & CONDITIONS UNIFI HOME SMARTDEAL IPAD CAMPAIGN

These Specific Terms and Conditions for Unifi Home SmartDeal iPad 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 (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 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 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. All of the terms and conditions stated below will be applicable to all the Unifi service(s) subscribed by you in regards to the Campaign.

## 1. GENERAL

- a) Unifi Home SmartDeal iPad ("Campaign") is brought to you by TM Technology Services Sdn Bhd (Company No. 200201003726 (571389-H) ("TM"). The Campaign commences from **15 April 2025** until further notice ("Campaign Period"). However, TM may, at its sole and absolute discretion end or extend the Campaign Period without prior notice to Customer.
- b) The Campaign is exclusively offered to existing Unifi Home customer(s) ( "Customers") to own the iPad by upgrading the speed of their Unifi Home Broadband plan and bundle it with the iPad. This Campaign is not applicable to non-Malaysian Customers (including permanent residents or expatriates who are currently living in Malaysia).
- c) Customers who have purchased any add-on smart device with their existing Unifi Home Broadband plan are eligible to participate in this Campaign, provided they have been making payments for the smart device for at least six (6) months.
- d) Customers who are currently serving the minimum subscription period of any discounted bundle plan with device, content or mobile are **not eligible** to subscribe to this Campaign.
- e) The offering under the Campaign is at all times subject to TM infrastructure readiness and port availability at the Customer's installation address.
- f) Any subscription to the SmartDeal iPad Plan comes with a twenty-four (24) or thirty-six (36) months Monthly Subscription Period (MSP). The MSP will begin upon successful installation and/or activation of the Unifi Home Broadband plan under this Campaign at Customer's registered address.
- g) Customers may subscribe to the SmartDeal iPad Plan at Unifi Store/TMPoint, TM Contact Centre, MyUnifi app or Selfcare portal during the Campaign Period.



## 2. CAMPAIGN OFFERINGS

- a) Under this Campaign, Customers may upgrade the speed of their current Unifi Home Broadband plan either by a single-tier or double-tier speed upgrade and bundle it with the iPad.
- b) For clarity, Unifi Home Broadband speed tier is in the following order:
  - 1. 100Mbps
  - 2. 300 Mbps
  - 3. 500 Mbps
  - 4. 1 Gbps
  - 5. 2 Gbps
- c) Upgrading Unifi Home Broadband speed by at least one tier is a prerequisite to be entitled to the iPad offered under this Campaign.
- d) Customers who subscribe to the SmartDeal iPad Plan are subject to either twenty-four (24) or thirty-six (36) months MSP. Once the MSP has been served, Customers will only be billed for the Unifi Home Broadband service price
- e) The Campaign offerings are as follows:

Upgrade Unifi Home Broadband Speed Bundle with iPad		
Speed Upgrade	Minimum Subscription	iPad
	Period	
Single-Tier Speed Upgrade 100Mbps to 300Mbps 300Mbps to 500Mbps 500Mbps to 1Gbps 1Gbps to 2Gbps	24 or 36 months	<ul> <li>iPad 11inch (A16 chip) 128GB</li> <li>iPad 11inch (A16 chip) 256GB</li> <li>iPad Air 11 (M3 chip) 128GB</li> <li>iPad Air 11 (M3 chip) 256GB</li> <li>iPad Pro 11 256GB</li> </ul>
Double-Tier Speed Upgrade 100Mbps to 500Mbps 300Mbps to 1Gbps 500Mbps to 2Gbps	36 months *RM0 iPad, pay the broadband price only!	<ul> <li>iPad 11inch (A16 chip) 128GB*</li> <li>iPad 11inch (A16 chip) 256GB</li> <li>iPad Air 11 (M3 chip) 128GB</li> <li>iPad Air 11 (M3 chip) 256GB</li> <li>iPad Pro 11 256GB</li> </ul>

(The above table shall be referred to as the "SmartDeal iPad Plan")



- f) for pricing details, head to the nearest Unifi Store, visit Unifi website at unifi.com.my/smartdeal or log in to MyUnifi app.
- g) The SmartDeal iPad Plan shall be subject to further changes from time to time in response to recent market changes, at TM's absolute discretion, without prior notice to Customers.
- h) At the sole discretion of TM, the Customers will not be imposed with advance payment subject to good payment record with TM and has no outstanding on current and/or previous Unifi subscription at the time of registration.
- i) Unifi Home Broadband subscription of 500Mbps and above will enjoy free 600 minutes of talk time to all mobile and fixed lines nationwide. Any calls beyond 600 minutes, charges will be as per below:
  - a. Free calls from fixed to fixed; and
  - b. RM0.10 from fixed to mobile
- j) TM reserves the absolute right to determine the model, color and specifications of the iPad offered under this Campaign and is subject to stock availability.
- k) 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 iPad offered.
- l) However, the SmartDeal iPad Plan shall be subject to further changes, at TM's absolute discretion, without prior notice to Customers.

# 3. CAMPAIGN SUBSCRIPTION

- a) Customers are not allowed to downgrade to other SmartDeal iPad Plan during MSP.
- b) Any movement to any lower Unifi Broadband plan (commercial plan) within the MSP is not allowed and is subject to Early Termination Penalty (ETP) as defined herein.
- c) Any existing subscription to Value Added Services (VAS) will be carried forward when the Customer opt-in to SmartDeal iPad Plan. The VAS is at all times subjected to Terms and Condition of the current existing VAS.

## 4. IPAD DELIVERY OR PICK UP AT UNIFI STORE

- a) Customers subscribing to the SmartDeal iPad Plan may opt to pick-up the iPad at any of the selected Unifi Stores and are eligible for same-day receipt of the iPad, provided the order is completed without processing errors and subject to stock availability.
- b) Find the selected Unifi store and operation hours here: <u>Explore Nearby Unifi</u> Store/TMpoint for Your Convenience
- c) Customers may also opt for the delivery of the iPad which will be delivered to the same address used for installation of their Unifi service. The order processing and delivery are



- estimated to take up to twenty-one (21) working days from successful order creation, subject to stock availability.
- d) Failure of Customers to pick-up the iPad will deem the subscription of the SmartDeal iPad Plan terminated and the Customers will be subject to ETP.
- e) In the event the delay is due to unforeseen circumstances and is outside of TM's control, TM shall have the right to cancel the order and at the same time provide no compensation for such delay nor the cancellation of the order.
- f) Customers hereby agree to receive an auto-generated email from TM with order summary inclusive of tracking number details upon successful order of the SmartDeal iPad Plan. Customer is responsible to manually track the delivery of the iPad using the order number i.e. the tracking number in Line Clear website at <a href="https://lineclearexpress.com/my/tracking">https://lineclearexpress.com/my/tracking</a>.
- g) There are no additional charges for delivery of the iPad and the delivery service is available nationwide.
- h) For any defective iPad received upon delivery, Customers are required to contact with Apple support channel here: https://support.apple.com/contact
- i) Customer is responsible to perform self-inspection and testing upon receiving the iPad.
- j) The iPad offered for this Campaign are supplied by third party partner.
- k) Any delivered iPad is strictly not returnable or exchanged for cash or service with TM. TM is not liable for any liability claim because of any mistake or negligence or the additional feature service offered for the iPad by manufacturer/distributor.
- I) For the avoidance of doubt, TM will make three (3) attempts to deliver the iPad to the Customers. If all of the three (3) the attempts are unsuccessful, TM will hold the iPad for additional one (1) month and Customers are required to contact and/or reach out to TM for the iPad status. Failure to do so, the device order will be cancelled.

#### 5. IPAD WARRANTY

- a) The iPad comes with 12-month warranty from the manufacturer.
- b) At Unifi Store pick up, upon receipt of the iPad, Customers will be provided with a confirmation slip. This slip shall contain the date of purchase, the purchase price, and the serial number of the device(s). Customers are advised to retain this proof of purchase for the entirety of the warranty period to facilitate in-warranty support from authorized Apple Service Providers.
- c) For iPad received through delivery, Customers will need to provide the Delivery Order and Unifi Bill that includes the device information for purpose of warranty claim.
- d) For any warranty claims related to the device, Customers are advised to liaise directly with Apple support channel here; https://support.apple.com/contact



#### 6. AFTER SALES SERVICE

- a) Customers are advised to perform self-activation of the iPad by following configuration and manuals provided.
- e) For any after sales support in relation to the device, Customers are required to contact with Apple support channel here; https://support.apple.com/contact

## 7. CHARGES AND BILLING

- a) TM will automatically update Customer's billing information in terms of plan name and price once Customer's new plan is being activated and upon successful change of plan.
- b) Upon successful activation of the SmartDeal iPad Plan, the pro-rate charges from Customer's previous plan will be reflected in the next billing cycle of the new plan.
- c) The pro-rated charges and penalty (if any) shall form part of the amount due under the same bill together with the plan charges.
- d) TM Credit Limit Terms and Condition applies.

#### 8. TERMINATION

- a) Upon subscription to the SmartDeal iPad Plan, Customers must observe and fulfill the MSP as mentioned in Clause 1 (e) of this Campaign T&C. However, if the Customers wish to cancel/terminate their subscription to the SmartDeal iPad Plan within the MSP, the Customers may submit the request for service termination via online medium Unifi portal, TM 100, Live chat, email and/or any TM social media with thirty (30) days termination notice upon submission of the termination request. Customer may also walk in to the nearest Unifi Store outlet. The Unifi Home General T&C shall apply.
- b) If customers cancel the subscription within the MSP, they will be charged with the ETP.
- c) The calculation of the ETP will be based on the following:

[Remaining Contract Period Month X Unifi Business Broadband Price (calculated based on price before discount)] + [(Device Recommended Retail Price (RRP)/24 months or 36 months) X

Remaining month]

## 9. RELOCATION AND TRANSFER OF OWNERSHIP

- a) Relocation of address is allowed subject to infra service availability when subscribing to the SmartDeal iPad Plan. However, if there are changes in terms of infra or technology (FTTH to VDSL), Customers may no longer be able to enjoy the same plan and will be required to downgrade within the same family package.
- b) In the event where relocation area does not have TM Infra, Customers have the option to:
  - o Subscribe to Unifi Air; or



- o Terminate current service and subject to ETP for the iPad if the termination is within the MSP.
- c) The ETP will be calculated as follows:

[iPad Recommended Retail Price (RRP) ÷ 36/24 months x Remaining Month(s)]

d) Transfer of ownership is allowed after MSP ends, subject to terms and conditions for relocation and transfer of ownership. However, all OTT entitlement are not transferable to the new owner.

## 10. 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 to Customers.

#### 11. CONFIDENTIALITY

 a) Any personal data provided by the Customers to TM in connection with the Campaign shall be kept confidential. The Privacy Notice of TM shall apply. For reference, please visit <u>TM</u> <u>Privacy Notice</u>

# 12. GOVERNING LAW AND JURISDICTION

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

## 13. INDEMNITY

a) Notwithstanding anything to the contrary, Customers 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 Campaign T&C or the intentionally wrongful or negligent acts or omissions on your part, in the performance of or failure to perform your obligations under this Campaign T&C or in relation to subscription to the SmartDeal iPad Plan.

# 14. 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.



#### 15. 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.

# 16. MISCELLANOUS

- a) Except for this Campaign T&C stated herein, the Unifi Home T&C shall continue to apply.
- b) Further inquiries relating to the Campaign can be channeled to TM Live Chat at <a href="https://maya.unifi.com.my/">https://maya.unifi.com.my/</a>, tweet us @helpmeUnifi, message us at <a href="https://www.facebook.com/weareUnifi">https://www.facebook.com/weareUnifi</a> for assistance or visit any Unifi Store/TMpoint outlets nationwide.

# 17. PRIORITIZATION OF DOCUMENTS

- a) In the event there is any inconsistency of the provisions under this Campaign T&C, Unifi Home T&C and the Terms of Use, the following order of precedence shall apply:
  - i. Unifi Home SmartDeal iPad Campaign Terms and Conditions & FAQ;
  - ii. General Terms and Conditions for Unifi Home; and
  - iii. Terms of Use

[End of Terms and Conditions]

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