

Digi Box Of Surprise (Targeted Promotional Campaigns)

The full terms and conditions of the use of the selected products and/or services are as set out at <http://digi.my/tnc> ("General Terms"), including the Data Protection Obligations as set out at <http://digi.my/dataprotection> together with Digi's Privacy Statement as set out at <http://digi.my/privacystatement>; all of which form an integral part of full terms and conditions of the said products and/or services (collectively, the "Terms and Conditions"). The Terms and Conditions are also accessible via Digi's website at <http://www.digi.com.my>. All terms and reference used herein shall be the same as the General Terms unless otherwise defined.

For purposes of these terms and conditions, the following terms shall be defined as follows:

"Eligible Subscribers" - *All Digi Prepaid Mobile subscribers who have received the promotional materials via, but not limited to SMS, EDMs or MyDigi in-app notifications*

1. This Campaign is designed to offer eligible customers offers which are exclusively for them
2. Digi reserves the right at its absolute discretion to vary, delete, remove or add to any part of any targeted promotion campaign
3. All products including but not limited to internet quota, calls and SMS are applicable for domestic usage. Data roaming charges shall be charged separately according to the data roaming charges determined by Digi's roaming partners.
4. Fuzzy customers are customers who have opted out from any marketing communication from Digi and will not receive any promotional SMS for campaigns run by Digi. Should fuzzy customers like to be part of this campaign, they are required to call Digi Customer Support at 0162211800.
5. Digi reserves the right at its absolute discretion to vary, delete or add to any of the mechanics, or these Terms and Conditions from time to time without prior notice.

6. Digi shall not be liable for any loss or damage (including without limitation loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Digi Prepaid Targeted Promotional Campaign, even if Digi has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
7. The subscriber agrees to indemnify and keep Digi harmless from any claims brought forward by any third party caused by the acts or omission of the subscriber.
8. Digi, and its respective parent companies, subsidiaries, affiliates, licensees, directors, officers, employees, agents, independent contractors and advertising/promotion agencies make no warranties, express or implied, in fact or in law, relative to the use or enjoyment of any of the Digi Prepaid Internet Reload, including, without limitation to, their quality, merchantability or fitness for a particular purpose.
9. Digi and its respective parent companies, affiliates, subsidiaries, licensees, directors, officers, agents, independent contractors, advertising, promotion, and fulfilment agencies, and legal advisors are not responsible for and shall not be liable for: (a). telephone, electronic, hardware or software program, network, Internet, server or computer malfunctions, failures, interruptions, miscommunications or difficulties of any kind, whether human, mechanical or electrical, including, without limitation to, the incorrect or inaccurate capture of entry information online; (b). late, lost, delayed, misdirected, incomplete, illegible or unintelligible e-mails; (c). failed, incomplete, lost, garbled, jumbled, interrupted, unavailable or delayed computer transmissions; (d). any condition caused by events beyond the control of Digi that may cause the Promotion to be disrupted or corrupted; (e). any injuries, losses, or damages of any kind arising in connection with or as a result of the freebies, or acceptance, possession, or use of the freebies, or from participation in the Promotion; or (f) any printing or typographical errors in any materials associated with the Promotion; (g) any claims by third party for infringement of intellectual property rights.
10. Digi shall not be liable for any default due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Digi.

11. A failure by Digi to enforce any of these Terms and Conditions in any instance(s) will not give rise to any claim by any person.
12. All other terms and conditions governing the use of any of Digi's mobile telecommunication services inter alia in relation to the utilisation of the Digi Prepaid Targeted Promotional Campaign shall apply herein mutatis mutandis.