

Donate your Devices #MyBaikHati Campaign

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:

Specified Parties means Digi, and its employees, officers, directors, shareholders, parent companies, affiliates, subsidiaries, licensees, agents, representatives and contractors.

This Yellow Heart #MYBaikHati Campaign ("Campaign") organised by Digi Telecommunications Sdn. Bhd. (Company No. 201283-M) ("Digi") and in joint collaboration with the industry aims to crowdsource used Devices (as defined below) and with some refurbishment, make them available or redistributed on a loan basis or for free to students in low-income families or communities.

The Campaign is subject to and governed by these terms and conditions, any subsequent accompanying Campaign details (if any), and the Privacy Notice set out below (collectively referred to as the "Terms"). Each participant agrees that he/she has read and understood the Terms and by his or her participation in this Campaign, each participant agrees to be bound by the Terms.

1. Campaign Period

- 1.1. This Campaign commences on 8 March 2021 until 1 March 2022 (both dates inclusive) ("Campaign Period"). Entries received after the Campaign Period

will not be considered. Digi has the sole and absolute discretion to extend and/or vary the Campaign Period without prior notification.

2. Eligibility

- 2.1. A **“Device”** in these Terms shall bear the following meaning:
 - 2.1.1. Laptop, notebook, chromebooks that was originally installed with Windows 8 and above computer Operating System (OS) or Wifi/SIM enabled smart devices (including tablets and smartphones) that is 4G/LTE enabled, including the respective charges and cables (if available);
 - 2.1.2. In good working condition, both hardware and software;
 - 2.1.3. No major damage (e.g. damaged screens, motherboards etc.) and free from virus or malicious software. Devices with minor issues (e.g. keyboard not working, battery not working etc.) are still acceptable;
 - 2.1.4. Does not include desktops, feature phones (non-smartphones), 3G enabled smartphones and other electronic devices or accessories (e.g. mp3 players, game consoles, mouse, keyboards, etc.).
- 2.2. Digi reserves the right to reject, return, dispose or deal with the Devices as it sees fit.
- 2.3. Any corporation, organization, or person who owns a Device is eligible to participate in this Campaign. If a participant is below eighteen (18) years of age, the participant is deemed to have obtained consent from his/her parent(s) or legal guardian to participate in this Campaign, and these Terms (including all representations, warranties, undertakings and indemnities made herein) shall equally apply to said parent(s) or legal guardian
- 2.4. The participant represents and warrants to Digi that it is the sole legal owner of the Device, and such Device is not subject to a lease or contract with any third party.
- 2.5. All personal details submitted must be accurate and complete and are subject to proof upon request by Digi.
- 2.6. Digi reserves the right, at any time, to verify the validity of entries and entrants and to disregard any entry not submitted in accordance with the Terms or which tampers with the entry process. Incomplete, indecipherable,

illegible, incorrect or fraudulent entries or any entry which violates the Terms may be disregarded at Digi's absolute discretion.

3. **Campaign Mechanics**

- 3.1. The participant shall donate and handover the Device to Digi through one of the approved channels. Approved channels include but are not limited to the participant dropping off the Device at selected Digi Stores, or Digi arranging to collect the Device at a given address ("Device Collection").
- 3.2. To the extent possible, the participant shall be present to attend to the Device Collection. Digi shall accept no responsibility or liability in the event the Device is collected via a representative of the participant.
- 3.3. Digi may employ third party(-ies) to assist in the Device Collection. Digi shall accept no responsibility or liability from the participant for any failure or neglect caused directly or indirectly by any third party.
- 3.4. The participant irrevocably relinquishes and forfeits all rights and claims on the Device. Unless otherwise stated in these Terms, Digi shall not be liable to return the Device or pay the participant the value of the Device under any circumstances.
- 3.5. Digi shall decide on all matters relating to the refurbishment and redistribution of the Devices, including the selection of the intended recipients. Digi shall have sole and absolute discretion to deal with the Device in any manner it sees fit.
- 3.6. Costs related to the collection, refurbishment, and redistribution of the Device shall be at Digi's cost.

4. **Each participant agrees:-**

- 4.1. to release and hold harmless Digi and/or Specified Parties (defined below) against any and/or all losses, damages, rights, claims and actions of any kind in connection with this Campaign (including resulting from the handing over, possession, use or misuse of the Devices and claims based defamation or invasion of privacy);
- 4.2. that Digi and/or Specified Parties make no warranties, express or implied, in fact or in law, relative to the Device Collection, refurbishment and/or redistribution of the Devices;

4.3. that Digi and/or Specified Parties shall not be liable for and hereby expressly exclude any losses, damages, rights, claims and actions of any kind (including without limitation loss of damage to property or any personal injury or loss of life, 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 this Campaign, even if Digi been advised of the possibility of such damages in advance; whether or not due to and /or arising from:-

- 4.3.1. 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;
- 4.3.2. late, lost, delayed, misdirected, incomplete, illegible or unintelligible e-mails;
- 4.3.3. virus attacks and/or any other malicious software infection to the participants' mobile phones arising from the downloading of these contents, any failed, incomplete, lost, garbled, jumbled, interrupted, unavailable or delayed electronic transmissions;
- 4.3.4. any default or condition caused by events beyond the control of Digi including those 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;
- 4.3.5. any printing or typographical errors in any materials associated with this Campaign; and
- 4.3.6. any claims by third party for infringement of intellectual property rights.

5. **Digi:-**

- 5.1. reserves the right, at any time, to vary, delete or add to any of the mechanics, this Campaign or these Terms, and alter, cancel, terminate or suspend this Campaign and/or any part thereof without any prior notice; and

- 5.2. for the avoidance of doubt, cancellation, termination or suspension by Digi of any entry or this Campaign or part thereof shall not entitle the participant to any claim or compensation against Digi for any and all loss or damage suffered or incurred by the participant as a direct or indirect result of the act of cancellation, termination or suspension.
6. To the fullest extent permitted by law, Digi and its respective parent companies, subsidiaries, affiliates, licensees, directors, officers, employees, agents and independent contractors hereby expressly excludes and disclaims any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose of this Campaign.
7. By participating in this Campaign, each participant agrees and irrevocably and unconditionally undertakes to fully absolve Digi of all liabilities and agrees to indemnify Digi (on full indemnity basis) and hold Digi harmless against any claim by any third party and against any loss, damage, cost or expense (including solicitors' fees and cost) that Digi may suffer or incur as a result of or in connection with this Campaign.
8. A failure by Digi to enforce any of these Terms in any instance(s) will not give rise to any claim by any person.
9. By participating in this Campaign, each participant agrees to have read beforehand and be bound by these Terms. In all matters, Digi's decision is final and binding and no correspondences shall be entertained.
10. These Terms shall be governed and construed by the laws of Malaysia and the parties shall submit to the exclusive jurisdiction of the Courts of Malaysia.
11. **Privacy Notice**
 - 11.1. By participating in this Campaign, each participant agrees and consents to this Privacy Notice. All details submitted pursuant to this Campaign, including without limitation personal data/information being collected, processed and used by Digi for:-
 - 11.1.1. the purposes of this Campaign;
 - 11.1.2. Digi's internal record keeping, maintenance and updating of any information database(s) and for verification purposes and security screening or background monitoring (where permitted by legislation);

- 11.1.3. marketing and promotional activities conducted in such a manner as Digi sees fit worldwide in any media including without limitation the internet, without further express consent from, and payment or consideration to the relevant participants. Marketing and promotional activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, interview material as well responses and related photographs. In this regard, each participant agrees to co-operate and participate without further express consent and/or payment or consideration, in all reasonable advertising and publicity activities of Digi relating to this Campaign; and
 - 11.1.4. other promotional, marketing and publicity notification/information including future promotional, marketing and publicity notification/information from Digi from time to time.
12. In addition, where any of the data/information especially personal data relating to any of the participants and/or third parties (where applicable) are submitted to Digi in connection to this Campaign, each participant and/or third party:-
 - 12.1. warrants that he/she is in possession of all necessary consents and shall continue to maintain such consents as may be required for Digi's usage and processing of such data/information;
 - 12.2. agrees that it shall be the participant's or the third party's responsibility to advise Digi writing should there be any relevant change in the data/information provided to Digi which requires action on the part of Digi; and
 - 12.3. acknowledges that the data/information may be provided and/or transferred to Telenor Group (which Digi is part of) and service partners in respect of this Campaign;
 - 12.4. acknowledges that the data/information may be provided to law enforcement agencies, government, or regulatory authorities in respect of this Campaign as required by applicable law;
 - 12.5. accepts that the data/information will be retained for the period necessary to fulfil the purpose stated herein unless a longer retention period is permitted or required;

- 12.6. accepts that if the participants choose not to provide with the data/information as required, or if insufficient data, invalid, incorrect or inaccurate data is provided, Digi may not be able to accept an entry for this Campaign.