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(**"Promotion Period"**). Digi has the sole and absolute discretion to extend and/or vary the Promotion Period without prior notification to the Customers.

## **2. Eligibility**

- 2.1. Anyone who purchases Digi Prepaid NEXT Sim Pack in any 7-Eleven outlets in Malaysia within the Promotion Period is eligible to enjoy the benefit under the Promotion subject to the terms and conditions below.
- 2.2. Each Customer agrees that he/she has read and understood the Terms and Conditions of this Promotion and the Customer shall be bound by the Terms and Conditions stated herein upon his or her participation of the Promotion via the purchase of the Digi Prepaid NEXT Sim Pack.

## **3. Promotion Mechanics**

- 3.1. In order to be entitled for this Promotion, the Customer need to carry out the following steps and/or activations: -
  - 3.1.1. Purchase the Digi Prepaid NEXT Sim Pack in any 7-Eleven outlet and a RM2 Voucher (**"Voucher"**) will be printed on the receipt which the Customer will receive at the 7-Eleven's check-out counter.
  - 3.1.2. The Customer can use the Voucher to only redeem their future purchase in any 7-Eleven outlet during the Promotion Period Only. The Customers are not allowed to redeem multiple Vouchers on a single receipt purchase as the Customer is only entitled to redeem one Voucher on a single receipt purchase.; and
  - 3.1.3. The availability of the Voucher is based on a first-come-first-Serve basis and subject to the availability of the Digi Prepaid NEXT Sim Pack stocks at the 7-Eleven's outlet.

## **4. The Organisers: -**

- a. reserve the right, at any time, to vary, delete or add to any of the mechanics, the Promotion or the Terms and Conditions, and alter, cancel, terminate or suspend the Promotion and/or any part thereof without any prior notice;

- b. for the avoidance of doubt, cancellation, termination or suspension by Digi of the Promotion shall not entitle the Customer to any claim or compensation against Digi for any and all loss or damage suffered or incurred by the Customer as a direct or indirect result of the act of cancellation, termination or suspension;
  - c. shall not be responsible or liable for any claims of loss or damage to property or any personal injury or loss of life resulting from or in connection with this Promotion;
  - d. 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 Promotion, even if Digi has been advised of the possibility of such damages in advance, and all such damages are expressly excluded; and
  - e. 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.
- 5. To the fullest extent permitted by law, Digi and its respective parent companies, subsidiaries, affiliates, licensees, directors, officers, employees, agents, independent contractors and advertising/promotion agencies hereby expressly excludes and disclaims any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to, any purpose of enjoyment of the Promotion.
- 6. By subscribing to this Promotion, each Customer 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 the Promotion.
- 7. 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.

8. The Terms and Conditions shall be governed and construed by the Laws of Malaysia and the parties shall submit to the exclusive jurisdiction of the Courts of Malaysia.
9. All other Terms and Conditions governing the use of any of Digi's mobile telecommunication services shall apply herein mutatis mutandis.