

Sokong & Menang

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 <https://www.digi.com.my/sustainability/privacy-and-data-protection> together with Digi's Privacy Statement as set out at [https://assets-global.website-files.com/6152b2d34ca06b4f3b5dd672/61944f1d2e82c4886b09febc_%5BDG00102%5D%20Digi%20Terms%20%26%20Conditions%20-%20Privacy%20Notice%20\(EN\).pdf](https://assets-global.website-files.com/6152b2d34ca06b4f3b5dd672/61944f1d2e82c4886b09febc_%5BDG00102%5D%20Digi%20Terms%20%26%20Conditions%20-%20Privacy%20Notice%20(EN).pdf); and the Product Disclosure Sheet as set out at <https://digi.my/productdisclosuresheet>; 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 references used herein shall be the same as the General Terms unless otherwise defined.

This "Sokong & Menang" Giveaway which is organised by Digi Telecommunications Sdn. Bhd. (Company No. 201283-M) ("**Digi**") will be governed by these terms and conditions and any subsequent accompanying contest details (if any), Digi's Privacy Notice, Data Protection Statement and Data Protection Obligations found on Digi's website at www.digi.com.my (collectively referred to as the "**Terms**") shall form an integral part of the full terms and conditions of the Contest. Each Eligible Participant (as defined below) agrees that he/she has read and understood the Terms and by his or her participation in this Contest, each Eligible Participant agrees to be bound by the Terms.

1. Giveaway Period

- 1.1. This Giveaway commences on 27th July 2022 and runs until 30th October 2022 (both dates inclusive) ("**Giveaway Period**"). Entries received after the Giveaway Period will not be entertained. Digi has the sole and absolute discretion to extend and/or vary the Giveaway Period without prior notification.

2. Eligibility Criteria

- 2.1. All Digi Subscribers residing in Malaysia are eligible to participate in this Giveaway (excluding persons mentioned in Clauses 2.1.1 to 2.1.2 below, "**Eligible Participants**") except for the following:-

- 2.1.1. permanent, contract and temporary employees of Digi and their Immediate Family Members; and
- 2.1.2. employees of Digi's partners, advertising, promotion agencies and any other persons involved in organizing, promoting and/or conducting this Contest together with their Immediate Family Members.

Immediate Family Members shall mean any of the following: spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

- 2.2. Each Eligible Participant agrees that he/she has read and understood the Terms of this Contest and by his or her participation in this Giveaway:-
 - 2.2.1. agrees to be bound by the Terms; and
 - 2.2.2. if the Eligible Participant is below eighteen (18) years of age, also confirms that he/she has obtained prior consent from his or her respective parents or legal guardian to participate in this Giveaway. In the event the Eligible Participant fails to provide Digi with the said parental / guardian consent upon request by Digi, such individual shall be subject to Clause 2.4 below.
- 2.3. All personal details submitted must be accurate and complete and are subject to proof upon request by Digi.
- 2.4. Digi reserves the right, at any time, to verify the validity of entries and entrants and to disqualify 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 will automatically be disqualified without any notice.

3. Giveaway Mechanics

- 3.1. In order to participate and receive special Giveaway, the Eligible Participants need to carry out the following steps and/or activations during the Giveaway Period:-

Step 1: A new and/or existing Postpaid and/or Prepaid Digi Subscriber

Step 2: Register by sending "SOKONGSFC" via SMS to 68886. Eligible Participants are only required to register their mobile number once.

Step 3: Giveaways will be given to Eligible Participants who have registered their interest via sending SMS as mentioned in Step 2 above.

Step 4: Eligible Participants will receive the Giveaways within seven (7) working days after any Selangor Football Club ("**SFC**") Home & Away matches for Liga Super, Selected Piala Football Association (FA) matches.

4. Notification and Selection of Giveaway

- 4.1. The process in receiving Giveaway by the Eligible Participants is as set out from steps 1 to 4 under Clause 3.1 above, subject to changes from time to time by Digi and without any notification and/or assigning any reason whatsoever. The Eligible Participant who has fulfilled all four steps under Clause 3.1, will be given a Giveaway directly to the Eligible Participant's mobile number or at his/her MyDigi App ("**Giveaway Participants**").
- 4.2. The Giveaway Participants will be notified of the prizes that the Giveaway Participants have won via Digi's official Social Media Platforms Facebook, Instagram Stories, Twitter & Tik Tok. by no later than two (2) working days after the SFC match day ("**Announcement Period**"). Notwithstanding this, Digi has the sole and absolute discretion to extend the Announcement Period. The Giveaway Participants may check their MyDigi App or account to view the prizes which were announced on Digi's official website & social media platforms.

5. The Prizes

- 5.1. The prizes of this Giveaway may vary for each SFC match, at the sole discretion to Digi. Prizes may include one of the following items listed below ("**Prizes**"):-
 - (i) 1GB Data pass with 7 days validity; or
 - (ii) MyDigi Rewards Vouchers
- 5.1.1. Each participant will receive 1 item from the list as set out under Clause 5.1 above as the Prize. Giveaway Participants are only required to register their mobile number once and

5.1.2. Granting will be done within 7 working days after any SFC Home & Away matches for Super League, Selected Piala FA matches.

5.2. The Prizes are not transferable and / or exchangeable and not for resale. No cash alternatives will be offered. Digi reserves the right to replace any of the Prizes with another prize of the same value without prior notice. Digi shall not be liable for any malfunctions, defects and/or dysfunctionalities of any kind that the Prizes may face and the Contest Winners shall accept the Prizes on "an as is" basis.

The Giveaway participants may be governed by a separate set of terms and conditions imposed by the provider of the Prizes or Digi's partner that are offering the Prizes. Where such terms are applicable, the Giveaway Participants will be notified.

6. By participating in this Giveaway, each Eligible Participant agrees and consents to Digi's Privacy Notice (which can be found at [https://assets-global.website-files.com/6152b2d34ca06b4f3b5dd672/61944f1d2e82c4886b09febc_%5BDG00102%5D%20Digi%20Terms%20%26%20Conditions%20-%20Privacy%20Notice%20\(EN\).pdf](https://assets-global.website-files.com/6152b2d34ca06b4f3b5dd672/61944f1d2e82c4886b09febc_%5BDG00102%5D%20Digi%20Terms%20%26%20Conditions%20-%20Privacy%20Notice%20(EN).pdf)) that all details submitted pursuant to this Giveaway, including without limitation personal data/information being collected, processed and used by Digi for:-

6.1. the purpose of this Giveaway; and

6.2. marketing and promotional activities conducted in such 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 Eligible 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 Eligible 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 Contest; and

6.3. other promotional, marketing and publicity notification/information including future promotional, marketing and publicity notification/information from Digi from time to time.

7. In addition, where any of the data/information especially personal data relating to the Eligible Participant and/or third parties (where applicable) are submitted to Digi and/or by any entrant in connection to this Contest, each:-
 - 7.1. warrants that he/she is in possession of all necessary consents and shall continue to maintain such consents as may be required for Digi and/or usage and processing of such data/information; and
 - 7.2. agrees that it shall be his or her responsibility to advise Digi in writing should there be any relevant change in the data/information provided to Digi which requires action on the part of Digi.
8. Each Eligible Participant hereby agrees and irrevocably and unconditionally undertakes to indemnify Digi (on full indemnity basis) against any claim by any third party and against any loss, damage, cost or expense (including solicitors' fees and cost) that it may suffer or incur as a result of or in connection with this Contest and the Prizes.
9. Each Eligible Participant further agrees:-
 - 9.1. to release and hold harmless Digi and/or the Specified Persons against any and/or all losses, damages, rights, claims and actions of any kind in connection with this Contest (including resulting from acceptance, possession, use or misuse of any Prizes, or travel to or from any Prize-related activity and claims based defamation, or invasion of privacy);
 - 9.2. that Digi and/or the Specified Persons make no warranties, express or implied, in fact or in law, relative to the use or enjoyment of any of the Prizes, including, without limitation to, their quality, merchantability or fitness for a particular purpose;
 - 9.3. that Digi and/or the Specified Persons 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 Contest, and/or the Prizes, even if Digi has been advised of the possibility of such damages in advance, whether or not due to and/or arising from:-

- 9.3.1. 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;
- 9.3.2. late, lost, delayed, misdirected, incomplete, illegible or unintelligible e- mails;
- 9.3.3. virus attacks and/or any other malicious software infection to the Eligible Participants'/subscribers' mobile phones arising from the downloading of these contents, any failed, incomplete, lost, garbled, jumbled, interrupted, unavailable or delayed electronic transmissions;
- 9.3.4. 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;
- 9.3.5. any printing or typographical errors in any materials associated with this Contest; and
- 9.3.6. any claims by third parties for infringement of intellectual property rights.

Specified Persons shall mean Digi, and its employees, officers, directors, shareholders, parent companies, affiliates, subsidiaries, licensees, agents, representatives, partners and contractors including contra advertising, promotion, and fulfillment agencies, and legal advisors and/or joint-organiser.

10. Digi:-

- 10.1. reserves the right, at any time, to verify the validity and/or reject any entries at its sole and absolute discretion without having to assign any reasons whatsoever. Incomplete, indecipherable, illegible or incorrect, ineligible, fraudulent, unlawful or deceitful entries or any entry which violates the Terms, will automatically be disqualified without any prior notice;
- 10.2. reserves the right to disqualify a Contest Winner if he/she is found to be ineligible at any point of time and to cancel/withdraw/recall the Prizes from

being delivered to the ineligible Contest Winner. If the ineligible Contest Winner has enjoyed the Prizes, the ineligible Contest Winner hereby agrees and undertakes to indemnify Digi for the cost of the Prizes, failing which, Digi shall have the right to initiate any action it deems necessary against the ineligible Contest Winner.

- 10.3. reserves the right to reject any entries and/or withhold the Prizes or forfeit the Prizes where Digi believes that there are unlawful, deceitful and/or fraudulent acts and practices without any prior notice.
- 10.4. reserves the right, at any time, to vary, delete or add to any of the mechanics, the Prizes or the Terms, and alter, cancel, terminate or suspend this Giveaway and/or any part thereof without any prior notice; and
- 10.5. for the avoidance of doubt, cancellation, termination or suspension by Digi of any entry or this Giveaway shall not entitle the Eligible Participants to any claim or compensation against Digi for any and all loss or damage suffered or incurred by the Eligible Participants as a direct or indirect result of the act of cancellation, termination or suspension.
11. All decisions by Digi, including but not limited to the selection of Contest Winners and forfeiture of the Prizes are final, conclusive and binding. No correspondence or claims shall be entertained.
12. A failure by Digi to enforce any of the Terms in any instance(s) will not give rise to any claim by any person.
13. All other terms and conditions governing the use of any of Digi's mobile telecommunication services shall apply herein mutatis mutandis.
14. The Terms, which are available on <https://www.digi.com.my/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.