

# Samsung Smart Home Campaign

This Campaign is held by Celcom Mobile Sdn Bhd (Company No. 27910-A) ("Celcom") and Digi Telecommunications Sdn. Bhd. (Co. No. 201283-M) ("Digi") (Celcom and Digi are collectively known as "CelcomDigi" for the purpose of this Campaign). By participating in this Campaign, the Customers (as defined below) hereby agree to be bound by these terms and conditions which shall form an integral part of and to be read together with the terms and conditions of Customer Registration Form (CRF) and/or the terms and conditions of the respective mobile/content service(s) offered relevant to the Customer in respect of this Campaign as published at <https://www.celcom.com.my/legal/terms-and-conditions/personal#personal-broadband-celcom-home-fibre> and <https://www.digi.com.my/tnc/broadband> (refer Digi Fibre) respectively.

In the event of a conflict or inconsistency between these terms and conditions and CRF and/or terms and conditions of the respective mobile/content service(s), such inconsistency shall be resolved by giving precedence in the following decreasing order (i) these terms and conditions (ii) terms and conditions of CRF and/or the respective mobile/content service(s).

## 1. Campaign

- 1.1. This Campaign shall commence from 17th April 2023 and shall continue until further notice issued by CelcomDigi ("**Campaign Period**"). Any extension or discontinuation of this Campaign shall be at the sole discretion of CelcomDigi.

## 2. Eligibility

- 2.1. This Campaign shall be applicable to new and active subscribers of Celcom Home Fibre™, Digi Home Fibre and CelcomDigi Fibre ("**Customer(s)**"). This is available for Fibre plans 100Mbps and above only. For clarity, active means Customers will be able to access to their broadband services without suspension and/or call barring.

## 3. Campaign Mechanics

- 3.1. Customers can enjoy the following device offering:

Type	Samsung	Price	24 Months
Smart TV	50" Crystal 4K UHD	RM1,536	RM64/month
RRP: RM2,899			

<b>Smart TV</b>	<b>55" Crystal 4K UHD</b>	<b>RM1,776</b>	<b>RM74/month</b>
		RRP: RM3,399	
<b>Smart TV</b>	<b>65" Crystal 4K UHD</b>	<b>RM2,280</b>	<b>RM95/month</b>
		RRP: RM4,399	

3.2. Customer may purchase the devices with the following payment options:

3.2.1. Outright purchase with any debit/credit card; or

3.2.2. Easy Payment Plan (EPP) for 24 months with selected credit cards (e.g. Maybank and CIMB)

3.3. For clarity, Customer must register for Fibre on the same day to be able to purchase only 1(One) Samsung Smart TV per 1(One) Fibre account during the Campaign Period

#### 4. Delivery and Installation

4.1. The Delivery is made available within Malaysia only, subject to delivery areas as set out at <https://www.samsung.com/my/shop-faq/delivery-and-installations/general-delivery-services-fees-and-coverage/> The installation service areas can be found at <https://www.samsung.com/my/shop-faq/delivery-and-installations/do-you-offer-installation-service-across-malaysia/>

4.2. The devices will be delivered to the Customer as per below schedule of Delivery:

<b>Delivery Area</b>	<b>Estimated Delivery Period</b>
Peninsular Malaysia	Within 5 working days
East Malaysia	Within 10 working days*
	*This is an estimated delivery lead time and is subject to change

4.3. Information for installation service are published at <https://www.samsung.com/my/shop-faq/delivery-and-installations/what-are-the-terms-and-condition-for-installation-service/>.

4.4. The scope of installation service are found at <https://www.samsung.com/my/shop-faq/delivery-and-installations/what-is-the-service-scope-included-for-installation-services/>

- 4.5. The devices will be delivered to the registered address for free. Customers are not allowed to make any changes after making a payment. Customer acknowledges that the Delivery slots are subject to availability.
- 4.6. CelcomDigi disclaims any liability and shall not be liable for failure or delay of delivery or loss and damage to the devices caused by the third-party delivery partner.
- 4.7. Third party or self-collection of the devices at Celcom bluecube and Digi Store is not allowed.
- 4.8. Customer or their representative (if any) is required to present their original identification card (NRIC) for verification during collection of delivery, failing which, the device will not be handed over to the Customer.
- 4.9. In the event of failure of delivery the device, attempt of delivery will be carried out at a re-arranged delivery date and time agreed by the Customer.

## **5. Warranty**

- 5.1. The devices under this term and condition is supplied by a third party. CelcomDigi shall not be liable for and disclaims any liability against CelcomDigi for the merchantability of the devices offered to the Customer.
- 5.2. For any warranty claims or defects relating to the devices, Customer is advised to liaise with Samsung Customer Service directly at 1-800-88-9999 (Monday to Sunday 24 hours) or email to [my\\_shop@samsung.com](mailto:my_shop@samsung.com) for after sales service and warranty.

## **6. General Terms & Conditions**

- 6.1. CelcomDigi reserves the sole and absolute right to withdraw, amend, omit and/or vary any part or the whole of the terms and conditions of the Campaign without prior notice to the Customer herein stated and the Customer shall be bound to observe, perform and comply with the terms and conditions herein and any amendments thereof.
- 6.2. CelcomDigi's decisions in any matter in relation to the Campaign shall be final and conclusive. Any request for appeal and review shall not be entertained.
- 6.3. CelcomDigi shall not be liable for any claim by the Customer or third-party claims or losses of any nature, including but not limited to, loss of profits, punitive, indirect, special, incidental or consequential damages or for other damages and any related claims of any nature, including direct, indirect, third party, consequential or other damages resulting from or in connection with the Campaign.

- 6.4. CelcomDigi disclaims any and all liability for loss or damage to property or any personal injury or loss of life resulting from or in connection with the Campaign.
- 6.5. The Customer acknowledges and agrees that CelcomDigi reserves the rights to disqualify any entry if the Customer is in breach of its obligations or any terms and conditions of the Campaign. Notwithstanding the above, CelcomDigi reserves the right to reject any entry or the Customer at its sole and absolute discretion without having to assign any reasons whatsoever.
- 6.6. CelcomDigi does not take any responsibility in the event Customer is prevented from participating in the Campaign, as a result of certain technical restrictions or other limitations or force majeure which include but not limited to regulatory and/or government directive, act of God etc.
- 6.7. Any photographs, personal information and names submitted for the Campaign, service marks, trade names, trademarks are the property of CelcomDigi.
- 6.8. CelcomDigi reserves the right, at its absolute discretion to use the names, photographs, voice or video recordings and entries of the Customer for publicity, advertising, trade or Campaign purposes in any media without first obtaining any consent or making any payment whatsoever to the Customer.
- 6.9. Except as expressly mentioned herein, CelcomDigi shall not be responsible for any expenses and cost including out-of-pocket expenses related to or as a consequence of participating in the Campaign.
- 6.10. The Prize offered under the Campaign is not transferable for cash or in kind and shall be subject to availability of stock. CelcomDigi reserves the right to substitute and replace the Prize offered with another prize of equal value or higher value as CelcomDigi deems fit.
- 6.11. CelcomDigi disclaims any warranties or liabilities for the merchantability and fitness of the Prize under the Campaign. The warranties applicable for the Prize are subject to the terms and conditions provided by the manufacturer or supplier of the prize.
- 6.12. In the event any of these terms and conditions is invalid, illegal and unenforceable under any applicable law or by any reasons whatsoever, the legality and enforceability of the remaining provisions shall not be affected.
- 6.13. No delay or indulgence by CelcomDigi in enforcing any terms or conditions herein shall constitute waiver by CelcomDigi of the Customer's breach of these terms and conditions.

- 6.14. The terms and conditions herein shall be construed and governed by the laws of Malaysia. In case of a dispute, the courts of Malaysia shall have exclusive jurisdiction.