

[Digi Postpaid Port In Offer] (“Campaign”)

This Campaign is organised by Digi Telecommunications Sdn. Bhd. (Co. No. 199001009711 (201283-M)) (“Digi”)

This Campaign will be governed by these terms and conditions and any subsequent accompanying campaign 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**”). Each Eligible Participant (as defined below) agrees that he/she has read and understood the Terms and by his or her participation in this Campaign, each Eligible Participant agrees to be bound by the Terms.

1. Campaign Period

- 1.1. This Campaign commences on 15 November 2023 until 29 February 2024 (both dates inclusive) (“**Campaign Period**”). Digi has the sole and absolute discretion to extend and/or vary the Campaign Period without prior notification.

2. Eligibility

- 2.1. All Digi subscribers residing in Malaysia are eligible to participate in this Campaign (excluding persons mentioned in Clauses 2.1.1 to 2.1.3 below, “**Eligible Participants**”) except the following:-

- 2.1.1. Mobile Number Portability (MNP) – Port In from Celcom;
- 2.1.2. permanent, contract and temporary employees of Digi and their Immediate Family Members; and
- 2.1.3. employees of Digi’s partners, advertising, Campaign agencies and any other persons involved in organizing, promoting and/or conducting this Campaign 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 Campaign and by his or her participation in this Campaign:

- 2.2.1. agrees to be bound by the Terms; and
- 2.2.2. if the Eligible Participant is below 18 (eighteen) 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 Campaign. 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.

3. Campaign Entitlements

- 3.1. For this Campaign, Eligible Participant will be entitled to;
 - 3.1.1. Bill Rebates of RM10 for 6 months ("**Bill Rebates**") for MNP Port In to Digi Eligible Plans or Plan with Device ("**Eligible Plans**").

Bill Rebate Offer	Eligible Plans	Eligible Activation Type
RM 10 Monthly Plan Rebates for 6 months	Digi Postpaid 60 2021 Digi Postpaid 60 DS 2021 Digi Postpaid Infinite 65 Digi Postpaid Infinite 85	MNP

- 3.1.2. Bill Rebates shall be forfeited if there is a downgrade to non-Eligible Plans.
 - 3.1.3. Bill Rebates is non contractual.
 - 3.1.4. Bill Rebates shall be reflected in Eligible Participant's second monthly bill.
 - 3.1.5. The Campaign may be revised and/or amended from time to time without compensation or any prior notice. Bill charges in monthly bills are subject to all applicable taxes including Service Tax.
4. By participating in this Campaign, each Eligible Participant agrees and consents to Digi's Privacy Notice, Data Protection Statement and Data Protection Obligations found on Digi's website at www.digi.com.my that all details submitted pursuant to this Campaign, including without limitation personal data/information being collected, processed and used by Digi for:-
 - 4.1. the purposes of this Campaign; and
 - 4.2. marketing and Campaign activities conducted in such manner as Digi see 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 campaign 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 Campaign; and
- 4.3. other campaign, marketing and publicity notification/information including future campaign, marketing and publicity notification/information from Digi from time to time.
 5. In addition, where any of the data/information especially personal data relating to any of the Eligible Participants and/or third parties (where applicable) are submitted to Digi in connection to this Campaign, each Eligible Participant and/or third party:-
 - 5.1. warrants that he/she is in possession of all necessary consents and shall continue to maintain such consents as may be required Digi usage and processing of such data/information; and
 - 5.2. agrees that it shall be the Eligible Participant's or the third party's 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.
 6. Each Eligible Participant agrees:
 - 6.1. 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 Campaign (including resulting from acceptance, possession, use or misuse of any prizes and/or Freebie, or travel to or from any prize-/Freebie-related activity and claims based defamation or invasion of privacy);
 - 6.2. that Digi and/or the Specified Parties make(s) no warranties, express or implied, in fact or in law, relative to the use or enjoyment of any of the prizes and/or Freebie, including, without limitation to, their quality, merchantability or fitness for a particular purpose;
 - 6.3. 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 Campaign, the prizes and/or the Freebie, even if Digi been advised of the possibility of such damages in advance; whether or not due to and /or arising from:-

- 6.3.1 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;
- 6.3.2 late, lost, delayed, misdirected, incomplete, illegible or unintelligible e-mails;
- 6.3.3 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;
- 6.3.4 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;
- 6.3.5 any printing or typographical errors in any materials associated with this Campaign; and
- 6.3.6 any claims by third party for infringement of intellectual property rights.

Specified Persons means: Digi, and its employees, officers, directors, shareholders, parent companies, affiliates, subsidiaries, licensees, agents, representatives and contractors including contract advertising, Campaign, and fulfilment agencies, and legal advisors and/or joint-organizer.

7. Digi :-

- 7.1. 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, fraudulent, unlawful or deceitful entries or any entry which violates the Terms, will automatically be disqualified without any prior notice;
- 7.2. 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
- 7.3. for the avoidance of doubt, cancellation, termination or suspension by Digi of any entry or this Campaign shall not entitle the Eligible Participant to any claim or compensation against Digi for any and all loss or damage suffered or incurred by the Eligible Participant as a direct or indirect result of the act of cancellation, termination or suspension.

8. To the fullest extent permitted by law, Digi and its respective parent companies, subsidiaries, affiliates, licensees, directors, officers, employees, agents, independent contractors and advertising/Campaign agencies 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 enjoyment of the product/item of this Campaign.
9. By participating in this Campaign, each Eligible 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.
10. A failure by Digi to enforce any of these Terms in any instance(s) will not give rise to any claim by any person.
11. By participating in this Campaign, each Eligible Participant agrees to be bound by these Terms and Digi decision is final and binding and no correspondences shall be entertained.
12. 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.
13. All other terms and conditions governing the use of any of Digi mobile telecommunication services shall apply herein mutatis mutandis.