

Yellow Heart COVID-19 Aid

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 references 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 Persons" - means Digi, and its employees, officers, directors, shareholders, parent companies, affiliates, subsidiaries, agents, licensees, representatives and contractors.

1. This Yellow Heart COVID-19 Aid ("**Campaign**") is a non-equity crowdfunding platform for Digi Customer(s) to connect and fundraise in support of the Covid-19 pandemic in Malaysia. The donations contributed by Digi Customer(s) will be used to, *inter alia*, support the purchases of medical equipment, personal protective equipment (PPE) and other supplies to be mobilised to the hospitals across Malaysia under the direction of the Ministry of Health of Malaysia (MOH) in addressing the Covid-19 pandemic. Further details on the initiative's associated parties can be found in the Campaign website and FAQ.

This Campaign is organised by Digi Telecommunications Sdn. Bhd. (Registration No.: 199001009711 (201283-M)) ("**Digi**") and is governed by these terms and conditions stated below together with Digi's Privacy Notice found on <https://www.digi.com.my/support/tnc/general/privacy-notice/privacy-notice>

[e-en](#) (collectively referred to as the “**Terms**”). Each Digi Customer agrees that he/she has read and understood the Terms and by his or her donation to the Campaign, each Digi Customer agrees to be bound by the Terms.

2. **CAMPAIGN PERIOD**

- 2.1. This Campaign commences at 12.01am on 21 April 2020 and shall continue in effect until further notice (“**Campaign Period**”). Digi shall have the sole and absolute discretion to either extend, suspend or terminate, temporarily or permanently, the Campaign (or any part thereof) with or without notice. Digi Customer(s) agree that Digi will not be liable to any of Digi Customer(s) or to any third party for any extension, suspension or termination of the Campaign.

3. **ELIGIBILITY**

- 3.1. All Digi Customer(s) residing in Malaysia are eligible to contribute to the Campaign via MyDigi mobile application only.
- 3.2. Each Digi Customer agrees that he/she has read and understood the Terms of this Campaign and by his or her contribution to this Campaign:-
 - 3.2.1. agrees to be bound by the Terms; and
 - 3.2.2. If a Digi Customer is below eighteen (18) years of age, he/she must confirm that he/she has obtained prior consent from his or her respective parents or legal guardian to contribute to this Campaign.
- 3.3. All personal details including but not limited to information regarding credit card or other payment instrument submitted must be accurate and complete and Digi Customer(s) shall represent and warrant that such information is true and that he/she is authorised to use the payment instrument.

4. **VARIATION**

- 4.1. Digi hereby reserves the right, at any time, to add, vary or delete any part of the Terms stated herein without any prior notice.

5. **TERMINATION AND REFUND**

- 5.1. Digi hereby reserves its rights to cancel, terminate or suspend the Campaign and/or any part thereof for any reasons whatsoever without prior notice to Digi Customer(s). Any cancellation, termination or suspension by Digi of the Campaign and/or any part thereof shall not entitle Digi Customer(s) to any claim or compensation against Digi for any and all loss or damage suffered or incurred by Digi Customer(s) as a direct or indirect result of the act of cancellation, termination or suspension.
- 5.2. Digi Customer(s) agrees that all donation payments are final and cannot be refunded upon cancellation, termination or suspension of the Campaign and/or any part thereof. Digi Customer(s) further agree that the donations collected shall be utilized for the next Yellow Heart campaign organized by Digi.

6. **PERSONAL DATA PROTECTION**

- 6.1. By contributing to this Campaign, each Digi Customer agrees and consents to Digi's Privacy Notice (which can be found on <https://www.digi.com.my/support/tnc/general/privacy-notice/privacy-notice-en>) that all details submitted pursuant to this Campaign, including without limitation personal data/information being collected, processed and used by Digi are true and accurate and for the purposes of this Campaign.
- 6.2. In addition, where any of the personal data/information especially personal data relating to any of the Digi Customer(s) and/or third party(ies) (where applicable) are submitted to Digi in connection to this Campaign, each Digi Customer and/or third party:-
 - 6.2.1. 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 personal data/information; and
 - 6.2.2. agrees that it shall be the Digi Customer'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.

7. INDEMNITY

- 7.1. Each Digi Customer agrees to release and hold harmless Digi and/or the Specified Persons against and from all losses, damages, rights, claims and actions of any kind in connection with this Campaign including any claims-based defamation or invasion of privacy).
- 7.2. 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, even if Digi has been advised of the possibility of such damages in advance; whether or not due to and /or arising from:-
 - 7.2.1. 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;
 - 7.2.2. late, lost, delayed, misdirected, incomplete, illegible or unintelligible e-mails;
 - 7.2.3. virus attacks and/or any other malicious software infection to Digi Customer(s) mobile phones arising from the downloading of these contents, any failed, incomplete, lost, garbled, jumbled, interrupted, unavailable or delayed electronic transmissions;
 - 7.2.4. 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, government rulings or actions, fire, flood, drought, storm, epidemic, pandemic or any event beyond the reasonable control of Digi;
 - 7.2.5. any typographical errors in any materials associated with this Campaign; and

- 7.2.6. any claims by third party for infringement of intellectual property rights.

8. **LIMITATION OF LIABILITY**

- 8.1. Digi expressly disclaim any liability or responsibility for the outcome of this Campaign. Digi User(s) must make his/her own determination as to the value and appropriateness of contributing to this Campaign.

9. **TAXES**

- 9.1. collected herein are not tax-deductible charitable contributions.

10. **GOVERNING LAWS**

- 10.1. The 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.