

Terms and Conditions (T&C) for Celcom Business Wireless 5G Plan ("Plan") with Touch 'n Go Complimentary RM300 eWallet Credit Introduction

This Campaign is held by Celcom Mobile Sdn. Bhd. [Company Registration No.: 197601002188 (27910-A)] ("Celcom"). By participating in this Campaign, the Customer (as defined below) hereby agrees 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 Service Registration Form (SRF), 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 Celcom Business Wireless.

In the event of a conflict or inconsistency between these terms and conditions and SRF, as the case may be, 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 SRF, and/or the respective mobile/content service(s).

Campaign Period

This Campaign shall commence from <u>3</u>rd <u>October 2023 until 31</u>st <u>December 2023</u> and shall continue until further notice issued by Celcom ("Campaign Period"). Any extension or discontinuation of this Campaign shall be at the sole discretion of Celcom.

Campaign Eligibility and Mechanics

This Campaign is applicable to new or non-corporate official customers and active corporate official or business customers ("Customer") within the 5G Coverage area. Celcom reserves the right and in its absolute discretion to revise the offering accordingly as and when required.

For the avoidance of doubt, this Campaign is **NOT** eligible to the following:

- (a) Customer who has opted for the seven (7) days' return policy; and
- (b) Customer who is blacklisted in Celcom's system.

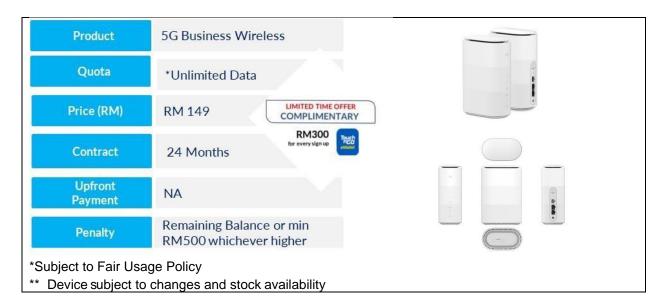
All promotions in this Campaign are only applicable for twenty-four (24) months contract ("Minimum Subscription Period") and upgrading or downgrading is not allowed during the Minimum Subscription Period. There is no limit to the number of subscriptions the Customer can subscribe to in this Campaign.

Campaign Offering

For new subscription of the Plan within the Campaign Period, the Customer will be entitled to a complimentary gift of RM300 Touch 'n Go eWallet upon the successful activation of the said Plan and the amount will be credited to the Customer's Touch 'n Go eWallet account on the next following month.

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Celcom Business Wireless 5G Plan Features



In the event the Customer terminates its subscription within the Minimum Subscription Period, the Customer shall be liable to pay to Celcom an early termination fee of the remaining months of Minimum Subscription Period or a fee of RM500, whichever is higher, inclusive penalty of the respective VAS bundle and add-on, if any.

General Terms and Conditions

- (a) Celcom 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.
- (b) The Customer acknowledges and agrees that Celcom reserves the right to disqualify any participation if the Customer is in breach of its obligations or any terms and conditions of the Campaign. Notwithstanding the above, Celcom reserves the right to reject any participation or the Customer at its sole and absolute discretion without having to assign any reasons whatsoever.
- (c) Celcom'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.
- (d) Celcom shall not be liable for any claim by the Customer or third-party claims or loses 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.
- (e) Celcom 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.
- (f) Celcom 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.

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- (g) Except as expressly mentioned herein, Celcom shall not be responsible for any expenses and costs including out-of-pocket expenses related to or as a consequence of participating in the Campaign.
- (h) 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.
- (i) No delay or indulgence by Celcom in enforcing any terms or conditions herein shall constitute a waiver by Celcom of the Customer's breach of these terms and conditions.
- (j) 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.

[End of Terms and Conditions]