

TERMS & CONDITIONS HEBAT CAMPAIGN 2024

These Specific Terms and Conditions for Hebat Campaign 2024 ("Campaign T&C") shall be read together with the General Terms and Conditions for Unifi Home ("Unifi Home T&C"), Unifi Mobile ("Unifi Mobile T&C") and Unifi TV Pack ("Unifi TV Pack T&C") as available in www.unifi.com.my (subject to further changes, at TM's absolute discretion, without prior notice to Customer). In the event of any discrepancies, this Campaign T&C shall prevail over the Unifi Home T&C, Unifi Mobile T&C and Unifi TV Pack T&C but only to the extent of such discrepancies only. Other terms that are not affected shall remain as is. TM reserves the right to vary, supplement, delete, amend or modify this Campaign T&C, from time to time without prior notice to the customer. By participating in the Campaign, customers is deemed to have read, understood and agreed to be bound by the terms and conditions herein and further agree that any decision by TM in relation to every aspect of the Campaign shall be final, binding and conclusive.

1. GENERAL

- a) Hebat Campaign 2024 ("Campaign") is organized by TM Technology Services Sdn Bhd (Company No. 200201003726 (571389-H) ("TM"). The Campaign shall commence from 1 March 2024 until 31 December 2024 ("Campaign Period"). However, TM may, at its sole and absolute discretion ends or extends the Campaign Period without prior notice to Customer.
- b) The Campaign is open to existing customers (Unifi Home Broadband FTTH/VDSL) currently outside contract ("Customer").
- c) The Campaign comes with Unifi Home Broadband plan, Unifi Home Broadband with Mobile plan and Unifi Home Broadband with Unifi TV Pack ("Campaign Package").
- d) The Campaign Package must be registered under the same account holder (i.e. same name, NRIC, Army ID, Police ID, and Passport) and the same installation address to the account that will be registered with the other service provider.
- e) The Campaign comes with twenty-four (24) months minimum subscription period ("MSP"). The MSP for this offering will deemed to begin upon complete installation and activation of the Campaign Package at Customer's registered address.
- f) Upon successful installation and activation of the Campaign Package, Customer is not encourage to request for downgrade of Campaign Package to other Unifi package within the subscription period (subject to penalty).
- g) Customer can subscribe to the Campaign Package at Unifi TMPoint/Unifi Store outlets nationwide or Telesales by TM during the Campaign Period.



2. CAMPAIGN OFFERINGS

- a) TM personnel will approach via call/SMS/Whatsapp/Email to eligible customers within the Campaign Period to brief on the suitable plan and get consent from customer to renew contract.
- b) Upon successful contract renewal, Customers will enjoy three (3) months broadband, broadband and content waiver (where applicable) ("Campaign Offering") starting from renewal plan activation.
- c) However, the Campaign Offering shall subject to further changes, at TM's absolute discretion, without prior notice to Customer.
- d) Visual(s) of the Campaign Offering shown in any advertisement, promotional publicity and other materials relating to this Campaign are solely for illustration purposes only and may not depict the actual item.

3. CHARGES AND BILLING

- a) TM will automatically update Customer's billing information in terms of package name and price once Customer's new package is activated.
- b) The waiver is not inclusive of any additional add-ons purchased on top of this Campaign. The payment for any additional add-ons on top of this Campaign will run as usual in Customer's monthly bill.
- c) TM Credit Limit Terms and Condition applies.

4. TERMINATION

- a) Upon subscription to the Campaign Package, Customer must observe and fulfill the Contract Period as mentioned in Clause 1 (e) of this Terms and Conditions herein. However, if the Customer wish to cancel/terminate their subscription to the Campaign Package while still serving the contract, Customer may submit the request for service termination via online medium Unifi portal, TM 100, Live chat, email and/or any TM social media with thirty (30) days termination notice upon submission of the termination request. Customer may also walk-in to the nearest TMPoint/Unifi Store outlet. Existing Unifi Home General Terms and Conditions shall apply.
- b) Early termination charges based on the Campaign Package fee remaining months of Unifi Home Plan (calculated based on price before discount) will be imposed for termination within the contract period including any add on such as WiFi-6 Certified Mesh WiFi or Unifi TV pack.



RELOCATION AND TRANSFER OF OWNERSHIP

- a) Relocation of address is allowed subject to infra service availability when subscribing to the Campaign Package. However, if there are changes in terms of infra or technology (VDSL to FTTH), Customer may no longer be able to enjoy the same plan and will required to upgrade to fibre plan. In such event the waiver will be forfeited.
- b) In the event where relocation area do not have TM Infra, customer have the option to:
 - o Subscribe to Unifi Air; or
 - o Terminate current service and subject to early termination charges.
- c) Transfer of ownership is allowed after the waiver has been completed, subject to terms and conditions for relocation and transfer of ownership. However, OTT entitlement are not transferable to the new owner.

6. VARIATION

a) TM reserves the right to withdraw, cancel, suspend, extend or terminate the offering earlier either in whole or in part and further reserves the right to vary, supplement, delete, amend or modify any of the terms and conditions from time to time without prior notice for the Campaign.

7. CONFIDENTIALITY

a) Any personal data provided by the Customer to TM in connection with the Campaign shall be kept confidential. The Privacy Notice of TM shall apply. For reference, please visit TM
Privacy Notice

8. GOVERNING LAW AND JURISDICTION

a) This terms and conditions are governed by the Malaysian law and the courts in Malaysia have exclusive jurisdiction.

9. INDEMNITY

a) Notwithstanding anything to the contrary, Customer will defend, indemnify and hold TM save and harmless from any and all claims, suits, actions, demands, costs, settlements, losses, damages, expenses and all other liabilities including reasonable attorney's fees (collectively "the Claims"), arising out of or resulting from its breach of this Terms and Conditions or the intentionally wrongful or negligent acts or omissions on your part, in the performance of or failure to perform your obligations under this Terms and Conditions or in relation to your use of the Campaign Package during the subscription.



10. FORCE MAJEURE

a) TM shall not liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, flood, war, labor disputes, civil or military authority, pandemic, epidemic, sabotages, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

11. SEVERABILITY

a) If any provision herein contained should be found invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

12. MISCELLANOUS

- a) Except for the specific terms and conditions for the Campaign stated herein, all other terms and conditions for Unifi Home Broadband, Unifi Mobile, Unifi TV Pack and General Campaign terms and conditions shall continue to apply.
- b) Further enquiries relating to the Campaign can be channeled to TM Live Chat at https://maya.unifi.com.my, tweet us @Unifi, message us at facebook.com/Unifi for assistance or visit any TMPoint/Unifi Store outlets nationwide.

13. PRIORITIZATION OF DOCUMENTS

- a) In the event there is any inconsistency of the provisions under this terms and conditions, Unifi Home terms and conditions, General Campaign terms and conditions and the Terms of Use, the following order of precedence shall apply:
 - i. Hebat Campaign 2024 Terms and Conditions;
 - ii. Unifi Home Terms and Conditions;
 - iii. Unifi Mobile Terms and Conditions;
 - iv. Unifi TV Pack Terms and Conditions;
 - v. General OTT Terms and Conditions;
 - vi. Unifi Play TV app Terms and Conditions;
 - vii. General Campaign Terms and Conditions; and
 - viii. Terms of Use.

[End of Terms and Conditions]

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