

# Terms & Conditions – Pakej Rahmah Siswa (“Campaign”)

This Campaign is organised by Celcom Mobile Sdn Bhd (Company No. 197601002188 (27910-A)) (“**Celcom**”) and Digi Telecommunications Sdn. Bhd. (Company. No. 199001009711 (201283-M)) (“**Digi**”).

(Celcom and Digi are collectively known as “**CelcomDigi**” for the purpose of this Campaign.)

This Campaign will be governed by these terms and conditions and any subsequent accompanying campaign details (if any), Celcom’s and Digi’s Privacy Notice, Data Protection Statement and Data Protection Obligations found on Celcom’s and Digi’s respective website at [Celcom Privacy Notice](#) and [Digi Privacy Notice](#) (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 at 12.01 a.m. on 16 August 2024 until 11.59 p.m. on 31 December 2024 (both dates inclusive) (“**Campaign Period**”). CelcomDigi has the sole and absolute discretion to extend and/or vary the Campaign Period without prior notification.

## 2. **Eligibility**

2.1. All Malaysians subscribing to CelcomDigi Prepaid 5G Biru Plan and CelcomDigi Prepaid 5G Kuning Plan whose age is 25 years old and below are eligible to participate in this Campaign (excluding persons mentioned in Clauses 2.1.1 to 2.1.2 below, “**Eligible Participants**”) except the following:-

2.1.1. CelcomDigi Postpaid and non-Malaysian subscribers.

2.1.2. CelcomDigi Prepaid subscribers above 25 years old.

- 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 CelcomDigi with the said parental / guardian consent upon request by CelcomDigi, 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 CelcomDigi.
- 2.4. CelcomDigi 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. 30GB of 5G/4G high speed internet
  - 3.1.2. Data validity of 180 days from the date of subscription.
4. By participating in this Campaign, each Eligible Participant agrees and consents to Celcom's and Digi's Privacy Notice, Data Protection Statement and Data Protection Obligations found on Celcom's and Digi's respective website at [Celcom Privacy Notice](#) and [Digi Privacy Notice](#) that all details submitted pursuant to this Campaign, including without limitation personal data/information being collected, processed and used by CelcomDigi for:-
  - 4.1. the purposes of this Campaign; and

- 4.2. marketing and Campaign activities conducted in such manner as CelcomDigi 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 cooperate and participate without further express consent and/or payment or consideration, in all reasonable advertising and publicity activities of CelcomDigi relating to this Campaign; and
- 4.3. other campaign, marketing and publicity notification/information including future campaign, marketing and publicity notification/information from CelcomDigi 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 CelcomDigi 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 CelcomDigi 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 CelcomDigi in writing should there be any relevant change in the data/information provided to CelcomDigi which requires action on the part of CelcomDigi.
6. Each Eligible Participant agrees:
  - 6.1. to release and hold harmless CelcomDigi 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 CelcomDigi 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 CelcomDigi 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 CelcomDigi 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 CelcomDigi 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 CelcomDigi;
  - 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: CelcomDigi, 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. CelcomDigi :-

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 CelcomDigi of any entry or this Campaign shall not entitle the Eligible Participant to any claim or compensation against CelcomDigi 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, CelcomDigi 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 CelcomDigi of all liabilities and agrees to indemnify CelcomDigi (on full indemnity basis) and hold CelcomDigi harmless against any claim by any third party and against

- any loss, damage, cost or expense (including solicitors' fees and cost) that CelcomDigi may suffer or incur as a result of or in connection with this Campaign.
10. A failure by CelcomDigi 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 CelcomDigi's 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 CelcomDigi mobile telecommunication services shall apply herein mutatis mutandis.