

## TERMS AND CONDITIONS

### 1-DAY CALLS & SMS PASSFOR POSTPAID (“Promotion”)

#### Introduction

This Promotion is held by Celcom Mobile Sdn Bhd (Company No. 27910-A) (“Celcom”). By participating in the Promotion, the Customers (as herein defined) hereby agrees to be bound by these terms and conditions (“Terms and Conditions”) which shall form an integral part and to be read together with terms and conditions of the Fair Usage Policy and/or Customers Registration Form (“CRF”) and/or terms and conditions of the respective mobile/content service(s) offered and relevant to the Customers in respect of this Promotion.

In the event of a conflict or inconsistency between these Terms and Conditions and/or terms and conditions of the Fair Usage Policy and/or terms and conditions of the CRF 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 the Fair Usage Policy and/or the CRF and/or the respective mobile/content service(s).

#### Duration of Promotion

This Promotion shall commence from 24 November 2016 and shall continue to be valid until further notice by Celcom (“Promotion Period”). Any extension thereof shall be at the sole discretion of Celcom.

#### Eligibility

1. This Promotion shall be applicable to all new and existing FIRST™ Blue, FIRST™ Gold and FIRST™ Platinum postpaid customers only (“Customers”).
2. The Promotion is not available to Customers if they are latched to non-preferred Operators.
3. This Promotion will not be available to Customers if they have any outstanding bills and their service is barred with Celcom.

#### Promotion Mechanics

1. The Promotion is 1-Day Calls & SMS Pass and shall be applicable to Customers provided that:
  - a. Customers shall be responsible to activate the roaming services as per the following applicable standard procedures (“Subscription”):

USSD subscription;

- STEP 1: Dial \*118#
- STEP 2: Select **Roaming & IDD**
- STEP 3: Select **Buy Roaming Pass**
- STEP 4: Select **1-Day Calls & SMS Pass**
- STEP 5: Select **Buy**
- STEP 6: Customers will receive successful subscription message

SMS subscription;

Send SMS <**BUY DRP18**> to **28882**

- b. Customers can subscribe to the package while still in Malaysia or when abroad, the subscription will start on the day of subscription; Customers shall be charged RM18per day("Charge") upon using Internetservices at the selected countries and operators;
- c. Customers shall receive UnlimitedCalls & SMS once the Customers are connected to the preferred network operators ("Operators") at selected countries as specified below;

No	Country	Operator
1	Brunei Darussalam	DST
2	Cambodia	Smart Axiata
3	Indonesia	XL
		Telkomsel
4	Laos	ETL
5	Myanmar	Ooredoo
6	Philippines	GLOBE
7	Singapore	M1
8	Thailand	DTAC

- d. The 1-Day Calls & SMS Passwill expire at 11.59pm(Malaysian Time);
- e. The Subscriptionto the 1-Day Calls & SMS Passwill not be automatically renewed. Customers need to re-purchase itto enjoy the service upon expiry of the Subscription;
- f. In any circumstances when the Operators have no coverage and device steer to the non-preferred network, Internetusage will be blocked, Voice & SMS will be charged as pay-per-use;
- g. The terms and conditions of Internetusage for both Celcom and the Operators shall apply;
- h. Celcom reserves the right to terminate the Promotion without giving any prior notice to the Customers;and
- i. Celcom does not guarantee the speed or coverage availability during roaming.

**Unlimited International Calls and SMS**

- 1. TheUnlimited Calls &SMS allocated with the 1-Day Calls & SMS Pass applies to :
  - a. Unlimited international Calls and SMS covers calls as per below :
    - i. Calls back to Malaysia via direct dial(Mobile & Fixed Line)
    - ii. Calls within roaming countriesvia direct dial(Mobile & Fixed Line)
    - iii. Receiving calls (Mobile & Fixed Line)
    - iv. Outgoing SMS & Incoming SMS from any number
  - b. Standard person-to-person Callsor SMS and not for any commercial and /or non-personal usage.
  - c. Below calls will remain as pay-per-use charges:
    - i. Calls to any international numbers while roaming
    - ii. SMS to any international numbers while roaming
    - iii. Voicemail Call Back & Voicemail Calls

- iv. Calls to Customer Service \*123# (Free of charge for Vodafone and Axiata Countries only) or +6019601 1111

### **General Terms and Conditions**

1. 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 this Promotion without prior notice to the Customers herein stated and the Customers shall be bound to observe, perform and comply with the Terms and Conditions herein and any amendments thereof.
2. Celcom's decisions in any matter in relation to the Promotion shall be final and conclusive. Any request for appeal and review shall not be entertained.
3. Celcom shall not be liable for any claim by the Customers or third-party claims or losses 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 this Promotion.
4. Celcom disclaims any liability for loss or damage to property or any personal injury or loss of life resulting from or in connection with this Promotion.
5. The Customers acknowledges and agrees that Celcom reserves the rights to disqualify any participation if the Customers is in breach of its obligations or any Terms and Conditions of this Promotion. Notwithstanding the above, Celcom reserves the right to reject any participation or the Customers at its sole and absolute discretion without assigning any reasons whatsoever.
6. Celcom does not take any responsibility in the event Customers is prevented from participating in the Promotion, as a result of certain technical restrictions or other limitations or force majeure which shall include but not limited to regulatory and/or government directive, act of God etc.
7. All photographs, personal information and names submitted in the Promotion, service marks, trade names, trademarks are the property of Celcom.
8. Celcom reserves the right, at its absolute discretion, to use the names, photographs, voice or video recordings and entries of the Customers for publicity, advertising, trade or promotional purposes in any media, without first obtaining any consent nor making any payment whatsoever to the Customers.
9. Except as expressly mentioned herein, Celcom shall not be responsible for any expenses and cost including out-of-pocket expenses related to or as a consequence of participating in this Promotion.
10. All prizes offered under this Promotion are not transferable for cash or in kind and shall be subject to availability of stock. Celcom reserves the right to substitute and replace the prize offered with another prize of equal value or higher value as Celcom deems fit.
11. Celcom disclaims any warranties or liabilities for the merchantability and fitness of the prize under this Promotion. The warranties applicable for the prize are subject to the terms and conditions provided by the manufacturer or supplier of the prize.

12. The content for the Promotion is provided by a third party. Celcom does not filter or edit such content. The Customers acknowledges that Celcom is under no obligation to censor the content or information provided. Celcom disclaims all liability in relation to the content provided.
13. In the event any of the provision in 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.
14. No delay or indulgence by Celcom in enforcing any terms or conditions herein shall constitute a waiver by Celcom of the Customers' breach of these terms and conditions.