

TERMS AND CONDITIONS

1-DAY INTERNET PASS FOR 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 1 April 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

This Promotion shall be applicable to all new and existing Celcom postpaid customers ("Customers").

Promotion Mechanics

1. The Promotion is 1-Day Internet Pass and shall be applicable to Customers provided that:
 - a. Customers shall be responsible to activate the roaming services as per the applicable standard procedures;
 - b. Customers shall be charged RM38 per day ("Charge") upon using Internet services at the selected countries and operators;
 - c. Customers will have access to the Internet once the Customers are connected to the following preferred network operators at any of the countries travelled; Customer may view countries with Internet quota at Celcom's website at www.celcom.com.my.
 - d. The Customers will enjoy high-speed Internet quota and Internet speed will be throttled upon full utilization of the high-speed Internet quota for the day. For the avoidance of doubt, the high-speed Internet quota will be different based on the country that the Customers use or subscribe to the 1-Day Internet Pass;
 - e. The Customers' 1-Day Internet Pass shall be auto-renewed at 12.00am (Malaysian time). Customers may avoid the auto-renewal and/or the charge by turning off their mobile data;
 - f. The terms and conditions of Internet usage for both Celcom and the Operators shall apply;
 - g. Celcom reserves the right to terminate the Promotion without giving any prior notice to the Customers; and Celcom does not guarantee the speed or coverage availability during roaming.

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.