

## **NewPhone™ for iPhone General Terms and Conditions**

- 1) **Eligibility:** This program is only eligible to Malaysian customers who are not blacklisted in CTOS. Customers must show their Postpaid bill from the previous 3 months as proof. Registration will be tied to customer's New NRIC/ Old IC/ Military ID/ Army ID.
  
- 2) **Eligibility based on account type is as follows:**
  - a) **New and Existing Celcom Postpaid Customer**
    - i. Postpaid account with **Length of Stay with Celcom of less than 3 months**, counts as a new registration and is NOT ELIGIBLE for subscription to NewPhone™.
    - ii. Postpaid account with **Length of Stay with Celcom of 4 to 12 months** without any bill ageing or call bar within the last 3 months are ELIGIBLE to subscribe to NewPhone™. The customer is required to show Postpaid bill for the most recent 3 months as proof. Upfront payment of 3 months must be made, Change Fee and Device Protection are mandatory.
    - iii. Postpaid accounts with **Length of Stay with Celcom of more than 12 months** without any bill ageing or call bar within the last 3 months are ELIGIBLE to subscribe to NewPhone™. The customer is required to show Postpaid bill for the most recent 3 months as proof. Upfront payment is waived for this customer, Change Fee and Device Protection are optional.
  - b) **Mobile Network Portability (MNP) Customer**
    - i. Postpaid account from other operator (MNP) can subscribe to NewPhone™ by porting in to Celcom and registering with any Postpaid plan. The account must be active with their operator for the past 3 months and have no bill ageing or call bar within that time. The customer is required to show Postpaid bill from their original Telco for the most recent 3 months as proof. Upfront payment must be made, Change Fee and Device Protection are mandatory.
  - c) **Prepaid to Postpaid**
    - i. Customers that have changed their account from prepaid to Postpaid, and have remained active in Postpaid with no bill ageing or call bar for the past 3 months are ELIGIBLE to subscribe to NewPhone™. The customer is required to show the Postpaid bill for that account for the most recent 3 months as proof. Upfront payment must be made, Change Fee and Device Protection are mandatory.
  - d) **Transfer of Ownership (TOS)**
    - i. Customers who have received ownership of a Postpaid account, and have remained active in that account, with no bill ageing or call bar for the past 3 months are ELIGIBLE to subscribe to NewPhone™. The customer is required to show the Postpaid bill for that account for the

most recent 3 months as proof. Upfront payment must be made, Change Fee and Device Protection are mandatory.

- 3) **The NewPhone™ period** starts when the customer enters into the program. The leased rights is limited to the specific asset based on:
  - a. Device brand
  - b. Device model
  - c. Device colour
  - d. Device International Mobile Equipment Identity (IMEI)
  
- 4) **Upfront payment** is determined based on the monthly fee of NewPhone™ with Device Protection. (Refer to FAQ for monthly fee of NewPhone™ devices and upfront payment)
  - a. The provision of 3 months upfront payment will be collected for accounts which have a Length Of Stay with Celcom of less than 12 months.
  
- 5) **Monthly Fee:**
  - a. The rights and exclusivity to grant the use of the asset is based on periodic payments agreed on monthly basis.
  - b. The leasing fee is independent from the subscription of the bill plan.
  - c. Every month Postpaid bill fee must be paid in full, or customers line will be suspended.
  
- 6) **Device Protection:**
  - a. Device Protection to cover on:
    - a. Accidental & Liquid Damages.
    - b. Snatch Theft, Robbery & House Break-in.
  - b. During the leasing period, should customer lose the leased phone or should it get stolen, they must follow the process for insurance claim for replacement via Amtrust Mobile Solutions.
  - c. Replacement
    - a. Customer needs to submit a police report on the loss of leased phone from Celcom and submit this together with their claim to an Insurance partner.
    - b. Once, the submission for replacement is approved, customer to pay for the Excess Fee.
    - c. For replacement of phone where needed, customers will be replaced with new like-for-like model by Insurance Partner within 7 days.
    - d. The Insurance Partner will update new IMEI of the replacement phone in Celcom system.
    - e. The old IMEI will be blocked through another system and will be reported as lost device to SKMM.
    - f. Maximum number of claims is up to 2 times per policy before the policy is terminated.

d. Repair

- a. Customers will be charged on the Excess Fee.
- b. The repair phones will be sent to the insurer for repairs. These phones will then be sent by the insurer to customers via home delivery.
- c. Maximum number of repair claims is equivalent or not more than the RRP value of the device before the policy is terminated.

**7) Changing NewPhone™ Device**

- a. The program allows for device change anytime starting from 4<sup>th</sup> month from the start of the leasing program. No change of device is allowed for the first 3 months of subscription to NewPhone™.
- b. The program offers changing to a different device after 12 months with NewPhone™ Change Fee. (Refer to FAQ for details on NewPhone™ Change Fee).
- c. The program offers changing to a different device between the 4<sup>th</sup> to the 12<sup>th</sup> month with Express NewPhone™ Fee. (Refer to FAQ for details on Express NewPhone™ Fee).
- d. Returned phones must be in good shape (Figure 1). Customer has the responsibility to wipe clean the data in the leased phone including disabling all services tied to their username and password. All personal information must be wiped before handing over to Celcom.



Figure 1: Checklist for change of device under NewPhone program.

- e. The system must be able to capture the details and checklist of the returned phones before the lease can be renewed. The details captured must be:
  - i. IMEI verification of the return phone
  - ii. Grading to be done via a series of checklist that will be provided.
  - iii. Data wipe, log of from Cloud, etc will be the system checklist that needs to be done before accepting the return phone.

- iv. Cancellation Fee will be prompted if the phone is not in good shape. (Refer to FAQ for details on Cancellation Fee based on phone)

**8) Cancellation Fee**

- a. Cancellation Fee will be imposed if customers terminate the NewPhone™ program before the period of 24 months is completed.
  - b. Cancellation Fee will depend on whether the customer chooses to keep the device or return the device. (Refer to FAQ for details on Cancellation Fee with Keeping the Device and Cancellation Fee with Returning the Device.
- 9) A reminder via SMS and bill insertion will be sent to customers to remind them on the availability of a new device. Customer can come and change the old phone to new phone starting from the 13<sup>th</sup> month onward. The monthly NewPhone™ fee will still be charged to the customers' monthly bill after the 12<sup>th</sup> month regardless if they change the device or not. However if customers for whatever reason fail to come and change the old phone after it reaches its useful economic life , a final reminder will be sent to customers to come and collect their new device and continue the program or customer will be terminated from the program automatically. It is up to Celcom sole discretion whether to ask customer to return the phone or to allow customer to keep it. For this program, the useful economic life of the NewPhone™ device is 24 months.
- 10) **The Offering:** One device under NewPhone™ per one Malaysian ID (New NRIC/ Old IC/ Military ID/ Army ID). For existing customer with more than one account with Celcom, they are only entitled to one subscription to the program.
- 11) The NewPhone™ program is not a standalone program and needs to be attached to a Celcom Postpaid plan. Therefore the customer needs to subscribe to a Celcom Postpaid plan before they can subscribe to this program.
- 12) This program is open for FIRST™ Gold Plus and FIRST™ Platinum plan only. To enjoy the benefits of this Offer, a principal line must be registered and be an active account under a principle name or account in respect of an individual Postpaid rate plan offered by Celcom.
- 13) New customers can only subscribe to FIRST™ Gold Plus or FIRST™ Platinum plan only.
- 14) Customers subscribed to this program are not allowed to perform Change of Bill Plan throughout the 24 months contract.
- 15) Customers with bundle device plan with expired contract are eligible to subscribe to this program subject to meeting the conditions above.
- 16) This Program is not valid with any other offers and/or incentives, which have or may have been offered by Celcom under any other offers from time to time.
- 17) The Offer cannot be exchanged for cash.
- 18) Celcom reserves the right, without any liability, to change, vary, add or amend any of these terms and conditions and the Offer without prior notice
- 19) Customers that subscribe to NewPhone™ Program are not allowed to:

- a. Change their Postpaid account ownership
- b. Change their Mobile Number
- c. Opt for voluntary suspension of the Postpaid account that is tied to NewPhone™ program.
- d. Port out of Celcom
- e. Change device within the first 3 months
- f. Cancel NewPhone™ within the first 3 months.
- g. Attach Phone Care to NewPhone™.
- h. Change of Bill Plan within the 24 months contract.

## **The Right to use the NewPhone™ device and Responsibility**

- 1) By subscribing to the program you accept and acknowledge that you shall be responsible and liable for, including but not limited to,

1.1 Monthly NewPhone™ fee, Devices offered under this Offer, other charges such as phone insurance (if any), these terms and conditions and the Principal Terms and Conditions.

- 2) Should you terminate from the program before the Economic Useful life of the device under NewPhone™ program is reached (24 months), you shall pay to Celcom the remaining device balance charge, as determined by Celcom. Payment of the remaining device balance charge shall be without prejudice to the collection of all monies owing to Celcom by you in accordance with your account up to the time of pre-termination. You shall be furnished with a final statement of account which shall be due and payable by you to Celcom upon receipt. The device remaining balance charge shall be subject to GST.
- 3) Should you during the NewPhone™ active period involuntarily suspend your Celcom mobile Postpaid rate plan subscription, the NewPhone™ Monthly Fee will continue to be charged into your Postpaid monthly bill.
- 4) Celcom will not be responsible to replace the Device or any part thereof that is lost, stolen, damaged or defective. You shall be responsible for the repair and maintenance of your Device. If your NewPhone™ device is protected under device protection scheme, any repair and replacement will be subject to the applicable phone protection coverage. This protection shall not affect the Device manufacturer's standard warranty and Celcom shall not be responsible and/or liable for any Devices and/or for any loss and/or damage whatsoever suffered by you and/or any other party.
- 5) If you decide to terminate this program before the device Useful Economic Life expires (24 months), you will have to pay the remaining device balance charge including the GST applicable on such amount.
- 6) Celcom has the right to impose the remaining device balance charge, as stipulated here, for which you shall be responsible to pay if you decide to terminate from this program before the device Useful Economic Life expires. The device remaining balance charge is calculated as follows:  
[(Recommended Retail Price (RRP) ÷ 24 months)] x Remaining month(s)].

### NewPhone™ Device Change policy

1. Under this program you are eligible to return your device which is in "good working condition" for a change to new device for FREE after successfully fulfilling 12 consecutive months of the NewPhone™ program.
2. You can enjoy this benefit starting from the 13<sup>th</sup> month onwards. SMS notification and bill remainder will be sent to you to inform you the readiness of the new device for you collection. You can come to any Blue Cube to collect your new device provided the stock is available. In case the stock is not available, you can still use your existing NewPhone™ and continue paying the monthly fee. You have between 13 to 24 months to change to new device under this program.
3. To enjoy the benefits of this Offer, you must return the device in "good working condition" as stipulated in the device return guidelines. The Device Return Guidelines shall form an integral part of these terms and conditions.
4. Celcom reserves the right, without any liability, to change, vary, add or amend any of these terms and conditions and the Offer without prior notice.
5. These terms and conditions shall be read in addition to the terms and conditions of the Celcom Postpaid services ("Principal Terms & Conditions") you had agreed to and accepted. These terms and conditions shall be supplemental to the Principal Terms & Conditions.
6. Celcom shall not be liable to you and/or any party for any loss or damage of whatsoever nature suffered in relation to acceptance or non-acceptance of this Offer and/or the services associated thereto and/or any Device that is found to be faulty or defective.

### NewPhone™ Device Change Guideline

#### By Subscribing to the NewPhone™ Program, you agreed to abide to this guideline

- You must ensure that all and any personal and confidential data/information has been cleared from the Device before you return the device to Celcom.
- You must ensure the Device is able to be switched on and have access to your handset's IMEI number by pressing \*#06# (the IMEI should match the original device purchased).
- You must ensure that your Device functions normally, for example, that it is capable of making and receiving calls and connecting to the Internet and touchscreen functions as intended.

- You must ensure your Device is free from physical damage, except for normal or light wear and tear (for example, it does not have liquid damage, a cracked or discoloured screen or casing, connector damage or faulty or broken SIM reader).
- You must ensure that all activation and device locking features have been disabled (e.g. Find My iPhone on iOS 7+ devices).
- You must ensure your Device includes or comes with a fully functioning battery and that your SIM card has been removed.
- You must ensure that your Device does not have any missing, disassembled, customised or non-original parts.
- In general , the returned device MUST fall under all the conditions below:

Table 1: Inspection and Validation during the Swapping Process Over The Counter

No	Descriptions	Accepted	Rejected
1	Device unable to switch on or freezes on initialising screen		✓
2	Unable to disable or turn off any of device Passcode/APP ID/FMI (Apple device only)		✓
3	Workable on any Malaysian active SIM Card (SIM-free)	✓	
4	Device includes or comes with a fully functioning battery	✓	
5	IMEI Verify Passed (*#06#) and matches the original used in the initial NewPhone™ subscription	✓	
6	Vibration workable	✓	
7	WiFi detectable	✓	
8	Camera able to function	✓	
9	Device body all passed (refer to guidelines)	✓	
10	LCD Screen all passed (refer to guidelines)	✓	