

TERMS & CONDITIONS FOR “CELCOM FIRST AND COURTS FLEXICREDIT” PROMOTION (Promotion)

Introduction

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

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

Duration of Promotion

This Promotion shall commence from **20 December 2013 until 27 March 2014**. Any extension thereof shall be at the sole discretion of Celcom.

Eligibility

This Promotion shall be applicable to :

- a) All New Celcom First customers
- b) All Celcom customers who participate in “Change of Bill Plan” (COBP); and
- c) All “Mobile Number Portability” customers

(collectively referred to as “Customers”)

Promotion Mechanics

1. To participate in the Promotion, the Customers are required to fulfill the criterias as follows:-
 - (a) For non-Celcom customers
Such customers shall not be blacklisted by any telecommunication service provider(s).
 - (b) For existing Celcom customers
Such customers’ accounts must not be call-barred and must remain active with no outstanding amount due and no existing contract with Celcom.
 - (c) For existing Celcom First Customers
Such customers are required to purchase a device with Celcom First Voice or Celcom First Data plan and such customers are required to change their plans to new and higher Celcom First plan.
2. By participating in the Promotion, the Customers shall be entitled to bill rebate in the total sum of RM160.00 (“Rebate Sum”), of which the Rebate Sum shall be divided into four (4) months commencing from the second (2nd) bill onwards.
3. To participate in the Promotion, the Customers are required to purchase one (1) unit of any mobile device with a sixty (60) months’ “Courts FlexiCredit Installment Plan” (“Instalment Plan”) at the any one of the outlets as provided by Clause 5 below and subscribe to any Celcom First Voice Plan or Celcom First Data Plan.
4. The Promotion shall be subject to the relevant Terms & Conditions of imposed by the Instalment Plan..

5. The Promotion shall only be applicable at selected outlets as follows:-

- Blue Cube Menara Celcom Lobby, KL
- Blue Cube Laman Seri, Shah Alam
- Blue Cube Temerloh Branch, Pahang
- Blue Cube Mesra Mall, Terengganu
- Blue Cube KB Mall, Kelantan
- Blue Cube Ipoh Branch, Greentown Business Center
- Blue Cube Jusco Seberang Perai, Penang
- Blue Cube Seremban
- Blue Cube Jalan Kempas, Johor
- Blue Cube AEON Melaka
- Blue Cube One Borneo, Sabah
- Blue Cube Plaza Merdeka, Kuching
- Blue Cube Sibul

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 Customer herein stated and the Customer 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 Customer 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 Customer acknowledges and agrees that Celcom reserves the rights to disqualify any participation if the Customer 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 Customer at its sole and absolute discretion without assigning any reasons whatsoever.
6. Celcom does not take any responsibility in the event Customer is prevented from participating in the Promotion, as a result of certain technical restrictions or other limitations specific or force majeure which including 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 Customer for publicity, advertising, trade or Promotion purposes in any media, without first obtaining any consent nor making any payment whatsoever to the Customer.
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 Customer 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 waiver by Celcom of the Customer's breach of these terms and conditions.