

TERMS & CONDITIONS FOR “Pakej Haji” (“Promotion”)

Introduction

This Promotion is held by Celcom Mobile Sdn Bhd (Company No. 27910-A) (“Celcom”). By participating in the 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 to this Promotion.

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 1st September 2013 until 30th November 2013 (“Promotion Period”). Any extension thereof shall be at the sole discretion of Celcom.

Eligibility

This Promotion shall be applicable to all Celcom prepaid and postpaid retail and enterprise customers (“Customers”).

Promotion Mechanics

1. By participating in the Promotion, Customers are entitled to the benefits as mentioned in Clause 3 below.
2. In order to participate in the Promotion, Customers are required to subscribe to the Promotion in accordance with the following (“Subscription”):-

No.	Method	Particulars	Charges
1	SMS	<ul style="list-style-type: none">• Type “Haji” and send to “28882”; and• Upon receipt of SMS notification, send a confirmation by typing “YES HAJI” to “28882”	RM15.00 per Subscription

3. Upon the Subscription, Customers are entitled to enjoy the benefits as follows (“Benefits”):-

The rates are applicable when customers roam with Mobily Network only.

Call Types	Rates
Call home to M’sia	RM0.98/min
Call to local to Saudi number	RM0.98/min
Receiving call	RM0.98/min
SMS	0.25/SMS

4. The Benefits as mentioned in Clause 3 above shall only be applicable to Call Types made within Mobily Network only.
5. Except those described in Clause 3, all other rates shall remain as per standard rates.

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 loses 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.