

## Terms & Conditions

### TERMS AND CONDITIONS FOR DEVICE BUNDLE WITH CELCOM FIRST PLAN PROMOTION ("Promotion")

This Promotion is held by Celcom Mobile Sdn Bhd (27910-A) ("Celcom"). By participating in the Promotion, the Customer 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 the Fair Usage Policy and Celcom's mobile service offered and relevant to the Customer in respect of this Promotion.

In the event of a conflict or inconsistency between these terms and conditions and terms and conditions of Celcom's mobile service, such inconsistency shall be resolved by giving precedence in the following decreasing order (i) these terms and conditions and (ii) terms and conditions of the Fair Usage Policy and Celcom's mobile service.

#### Promotion Period

This Promotion shall commence from **14th December 2012** ("Promotion Period"). Any extension thereof shall be subject to Celcom's sole discretion.

#### Celcom First iPhone 5 Device Bundle

1. Celcom First Device Bundle Plan is a package which provides a device, voice plan and data plan. The voice plans comprise of Celcom First Voice (Prime, Premier and Elite) and data plans). The data plan comprise of Mobile Internet (mAdvance or mPro). Customers will enjoy the following plan/rates:

#### Celcom First Prime For iPhone 5

Celcom First Plan	Prime	
Monthly Commitment Bundled Usage (min/SMS/MMS)	RM40 (267)	
One Rate: Voice & Video Call, SMS & MMS	15sen	
Mobile Internet Plan	RM58	RM88
Data Usage Volume	3GB	5GB
FREE Data	50MB	
FREE Additional data	1GB	
Total Data Volume	4.05GB	6.05GB

<b>Celcom First WiFi</b>	FREE 1GB	
<b>Total Monthly Commitment</b>	RM98	RM128

### **Celcom First Premier For iPhone 5**

<b>Celcom First Plan</b>	<b>Premier</b>
<b>Monthly Commitment Bundled Usage (min/SMS/MMS)</b>	RM80 (667)
<b>One Rate: Voice &amp; Video Call, SMS &amp; MMS</b>	12sen
<b>Mobile Internet Plan</b>	RM88
<b>Data Usage Volume</b>	5GB
<b>FREE Data</b>	100MB
<b>FREE Additional data</b>	1GB
<b>Total Data Volume</b>	6.1GB
<b>Celcom First WiFi</b>	FREE 1GB
<b>Total Monthly Commitment</b>	RM168

### **Celcom First Elite For iPhone 5**

<b>Celcom First Plan</b>	<b>Elite</b>
<b>Monthly Commitment Bundled Usage (min/SMS/MMS)</b>	RM150 (1500)
<b>One Rate: Voice &amp; Video Call, SMS &amp; MMS</b>	10sen
<b>Mobile Internet Plan</b>	RM88

<b>Data Usage Volume</b>	5GB
<b>FREE Data</b>	200MB
<b>FREE Additional data</b>	1GB
<b>Total Data Volume</b>	6.2GB
<b>Celcom First WiFi</b>	FREE 1GB
<b>Total Monthly Commitment</b>	RM238

2. All Device Bundle plans come with special discounted prices for the device with 12 or 24 months contract attached.
3. Your Advantages with Celcom First rebate calculation as per below;
  - a.  $RM(\text{Rebate}) \times 10/20 \text{ Months} = \text{Total Monthly Rebate}$ . For example;  $RM23 \times 10 = RM230$
4. Total Payment upon Registration is Device Price with Celcom First (RM) + Advance Bill Payment (RM). Example;
  - . Device Price with Celcom First (RM) 1,888 + Advance Bill Payment (RM) 150 = RM2,038

### **Celcom First Prime Device Bundle Plan for iPhone 5**

12 months offering	RM98/month			RM128/month		
	16GB	32GB	64GB	16GB	32GB	64GB
<b>Recommended Retail Price (RM)</b>	2,199	2,499	2,799	2,199	2,499	2,799
<b>Device price with Celcom First (RM)</b>	1,888	2,188	2,488	1,788	2,088	2,388
<b>Advance Bill Payment* (RM)</b>	150			250		
<b>Total payment upon registration (RM)</b>	2,038	2,338	2,638	2,038	2,338	2,638
<b>Your Advantages with Celcom First</b>						
<b>Total Monthly rebate over 10 months (RM)</b>	230	220	210	240	230	220
<b>Discount on device price (RM)</b>	311			411		
<b>Total Savings (RM)</b>	541	531	521	651	641	631

<b>iPhone 5 with Celcom First (RM)</b> (Recommended Retail Price - Total Savings)	<b>1,658</b>	<b>1,968</b>	<b>2,278</b>	<b>1,548</b>	<b>1,858</b>	<b>2,168</b>
<b>Your Monthly Commitment fee after rebate for the first 10 months (RM)</b>	<b>75</b>	<b>76</b>	<b>77</b>	<b>104</b>	<b>105</b>	<b>106</b>
<b>24 months offering</b>	<b>RM98/month</b>			<b>RM128/month</b>		
	<b>16GB</b>	<b>32GB</b>	<b>64GB</b>	<b>16GB</b>	<b>32GB</b>	<b>64GB</b>
<b>Recommended Retail Price (RM)</b>	2,199	2,499	2,799	2,199	2,499	2,799
<b>Device price with Celcom First (RM)</b>	1,788	2,088	2,288	1,688	1,988	2,188
<b>Advance Bill Payment* (RM)</b>	250		350			450
<b>Total payment upon registration (RM)</b>	2,038	2,338	2,638	2,038	2,338	2,638
<b>Your Advantages with Celcom First</b>						
<b>Total Monthly rebate over 20 months (RM)</b>	490	480	370	610	600	490
<b>Discount on device price (RM)</b>	411		511			611
<b>Total Savings (RM)</b>	901	891	881	1,121	1,111	1,101
<b>iPhone 5 with Celcom First (RM)</b> (Recommended Retail Price - Total Savings)	<b>1,298</b>	<b>1,608</b>	<b>1,918</b>	<b>1,078</b>	<b>1,388</b>	<b>1,698</b>
<b>Your Monthly Commitment fee after rebate for the first 20 months (RM)</b>	<b>73</b>	<b>74</b>	<b>79</b>	<b>97</b>	<b>98</b>	<b>103</b>

### **Celcom First Premier Device Bundle Plan for iPhone 5**

<b>12 months offering</b>	<b>RM168/month</b>		
	<b>16GB</b>	<b>32GB</b>	<b>64GB</b>
<b>Recommended Retail Price (RM)</b>	2,199	2,499	2,799
<b>Device price with Celcom First (RM)</b>	1,688	1,988	2,288
<b>Advance Bill Payment* (RM)</b>	350		
<b>Total payment upon registration (RM)</b>	2,038	2,338	2,638
<b>Your Advantages with Celcom First</b>			
<b>Total Monthly rebate over 10 months (RM)</b>	290	280	270

Discount on device price (RM)	511		
Total Savings (RM)	801	791	781
<b>iPhone 5 with Celcom First (RM)</b> (Recommended Retail Price - Total Savings)	<b>1,398</b>	<b>1,708</b>	<b>2,018</b>
Your Monthly Commitment fee after rebate for the first 10 months (RM)	<b>139</b>	<b>140</b>	<b>141</b>
<b>24 months offering</b>	<b>RM168/month</b>		
	<b>16GB</b>	<b>32GB</b>	<b>64GB</b>
Recommended Retail Price (RM)	2,199	2,499	2,799
Device price with Celcom First (RM)	1,588	1,888	2,088
Advance Bill Payment* (RM)	450		550
Total payment upon registration (RM)	2,038	2,338	2,638
<b>Your Advantages with Celcom First</b>			
Total Monthly rebate over 20 months (RM)	800	790	680
Discount on device price (RM)	611		711
Total Savings (RM)	1,411	1,401	1,391
<b>iPhone 5 with Celcom First (RM)</b> (Recommended Retail Price - Total Savings)	<b>788</b>	<b>1,098</b>	<b>1,408</b>
Your Monthly Commitment fee after rebate for the first 20 months (RM)	<b>128</b>	<b>128</b>	<b>134</b>

### Celcom First Elite Device Bundle Plan for iPhone 5

<b>12 months offering</b>	<b>RM238/month</b>		
	<b>16GB</b>	<b>32GB</b>	<b>64GB</b>
Recommended Retail Price (RM)	2,199	2,499	2,799
Device price with Celcom First (RM)	1,588	1,888	2,188
Advance Bill Payment* (RM)	450		
Total payment upon registration (RM)	2,038	2,338	2,638
<b>Your Advantages with Celcom First</b>			
Total Monthly rebate over 10 months (RM)	440	430	420

Discount on device price (RM)	611		
Total Savings (RM)	1,051	1,041	1,031
<b>iPhone 5 with Celcom First (RM)</b> (Recommended Retail Price - Total Savings)	<b>1,148</b>	<b>1,458</b>	<b>1,768</b>
<b>Your Monthly Commitment fee after rebate for the first 10 months (RM)</b>	<b>194</b>	<b>195</b>	<b>196</b>
<b>24 months offering</b>	<b>RM238/month</b>		
	<b>16GB</b>	<b>32GB</b>	<b>64GB</b>
Recommended Retail Price (RM)	2,199	2,499	2,799
Device price with Celcom First (RM)	1,488	1,788	1,988
Advance Bill Payment* (RM)	550		650
Total payment upon registration (RM)	2,038	2,338	2,638
<b>Your Advantages with Celcom First</b>			
Total Monthly rebate over 20 months (RM)	1,210	1,200	1,090
Discount on device price (RM)	711		811
Total Savings (RM)	1,921	1,911	1,901
<b>iPhone 5 with Celcom First (RM)</b> (Recommended Retail Price - Total Savings)	<b>278</b>	<b>588</b>	<b>898</b>
<b>Your Monthly Commitment fee after rebate for the first 20 months (RM)</b>	<b>177</b>	<b>178</b>	<b>183</b>

5. Advance payment is mandatory for all Celcom First Device Bundle Plans. Regardless of contract duration, advance payment will be based on Celcom First Plan chosen.
6. Advance payment will be credited into customer account and offset charges from 1st bill onwards until full amount has been utilized.
7. Advance payment is non-refundable. All Celcom First Device Bundle Plan comes with contract and customer is bound to duration of the contract of 12 or 24 months. In the event of early termination, maximum penalty charges of **RM1,000** shall be charged and any remaining amount from advance payment shall be forfeited.
8. Customers shall be charged an early termination penalty of **RM1,000** in the event of cancellation of line. Penalty of **RM1,000** shall be based on reducing balance method. **RM1,000** shall be pro-rated on monthly basis based on contract duration.
9. Customers under device bundle contract (existing Celcom Exec Bundle) may sign up for Celcom First Device Bundle plans. However, customer will need to pay early termination fee as per agreement during the previous contract tenure.

10. Mobile Number Portability (MNP) customers are subject to all MNP service terms & conditions as stated in [www.celcom.com.my](http://www.celcom.com.my). Customers will have to make full payment upon approval of the MNP process as stipulated in the package selected.

### Celcom First Postpaid Plan

1. For Postpaid Plan Registration, the below table is to be referred:

No	Item	Upon Registration	1st Bill
1	**Advance Payment – according to Rate Plan Commitment fee	RM150/RM250/RM350/ RM450/RM550/RM650	NA
2	Stamp Duty	RM10.00	NA
3	Deposit	NA	NA
4	Commitment fee	NA	RM98/RM128/RM168/RM238
5	Commitment fee (prorate)	NA	Up to RM98/RM128/RM168/RM238

2. \*\* Advance Payment will be credited as bill payment in the first month bill.

3. Credit limit for Celcom First Postpaid plans are as below:

Credit Limit	Prime	Premier	Elite
All Ages	RM200	RM300	RM500
18-24	RM150	RM300	RM500

4. New Celcom First customer will have to pay the Roaming Deposit if he/she requests for Roaming activation during registration and if the customers' LOS is below 6 months.

5. In the event that customer usage bill is less than the monthly commitment, customer will still be charged the minimum monthly commitment (depending on which plan customers signed up).

6. There are no minutes or SMS allocated based on the plan you subscribed to. You can use the commitment fee for the following:

- a. Local voice /video calls to Celcom or other operator numbers at one rate
- b. Local SMS/MMS to Celcom or other operator numbers at the same rate

- c. IDD calls to any country
  - d. International roaming calls in any country
  - e. Pay per use data domestic usage
7. When customer has fully utilized his Mobile Internet/Data Broadband, system will automatically block his usage and if customer wants to continue, customer can purchase Volume i.e. Fair Usage Policy – Refer to Celcom Mobile Broadband: Fair Usage Policy.

### **Device**

1. All Devices and VAS provided to the Customer by Celcom or purchased through Celcom's Promotions are covered under and subject to the terms of warranty from the relevant manufacturer or licensors. Celcom shall not be responsible in any manner whatsoever for any defects in the Devices or the VAS due to the manufacturers', licensor's or Customer's fault and if applicable, any hardware which the Customer may have connected to the Devices.
2. For any defects found after the date of registration, the Customer may visit the relevant manufacturer's service centers for warranty claims. The Customer shall also be subjected to any other terms and conditions imposed by the supplier/manufacturer of the Device.
3. The Customer shall ensure that the Device provided with the Service is compatible with the PC/laptop(s) system. Celcom shall not be responsible should the Device fail to work on the Customer's PC/laptop(s) system as well as the laptop systems with embedded SIM card slots or any other equipment(s) that does not work with the Device.
4. If the Customer chooses to connect using the Customer's own Device, Celcom shall not be able to provide the Customer technical support for that particular Device and Celcom reserves the right to refer the Customer to the Device manufacturer for technical assistance (at Customer's own expense).
5. For iPhones offered by Celcom, Celcom may in certain circumstances, activate and register (unbrick) the iPhone at Celcom's premises prior to shipment to the Customer. As such, the warranty period shall commence from the period of such activation and registration and not from the time the iPhone is received by the Customer.
6. Customers will be bind by contractual agreement, applicable to all/selected device bundles. Customers shall remain in the contract period fulfilling the duration of the contract. Termination of service/contract before the completion of the contract period (early termination) will impose penalty charges that will be payable by the Customer.
7. In any plans/packages of device bundle that is combined with voice services, the Terms and Conditions of Celcom Voice plans shall apply. Voice service in the device bundle is only for domestic usage unless specified otherwise. International roaming charges will apply.
8. In any plans/packages of device bundle that is combined with data service, the Fair Usage Policy terms and conditions shall apply. Data usage in the Device Bundle is only for domestic usage unless specified otherwise. International data roaming charges will apply.



## **General Terms and Conditions**

1. Celcom reserves the right to amend and omit and/or vary any 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 claims by the Customer or third-party claims or losses of any nature, including but not limited to, lost 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 shall not be responsible or liable for any claims of loss or damage to property or any personal injury or loss of life resulting from or in connection with this Promotion.
5. Celcom reserves the sole and absolute right to withdraw, amend and/or alter any part or the whole terms and conditions in relation to this Promotion at any time without giving any prior notice to the Customer and the Customer agrees to be bound by those changes.
6. The Customer acknowledges and agrees that Celcom reserves the rights to disqualify any participant 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 Customer at its sole and absolute discretion without having to assign any reasons whatsoever.
7. Celcom does not take any responsibility in the case of an event that may prevent the Customer from participating in the Promotion, as a result of certain technical restrictions or other limitations specific or force majeure which include but not limited to regulatory events, government directive, act of God etc.
8. Celcom reserves the right, at its absolute discretion, and the Customer agrees that Celcom may use the names, photographs, voice or video recordings and entries of the Customer without first obtaining any consent nor making any payment whatsoever to the Customer for publicity, advertising, trade or Promotion purposes in any media.
9. All photographs, personal information and names submitted in the Campaign, service marks, trade names, trademarks are the property of Celcom.