

TERMS & CONDITIONS FOR IPHONE 5 CAMPAIGN (“Campaign”)

This Campaign is held by Celcom Mobile Sdn Bhd (27910-A) (“Celcom”). By participating in the Campaign, Customer hereby agrees to be bound by these terms & conditions which shall form an integral part and to be read together with the terms and conditions of Celcom’s mobile service offered and relevant to the customer in respect to this Campaign.

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

Campaign Period

The period of the Campaign shall commence on 11th July 2013 and 15th September 2013 (“Campaign Period”). Any extension thereof shall be subject to Celcom’s sole discretion.

Eligibility

This Campaign shall only be applicable to new, existing retail customer and MNP customers (“Customer”).

Offer

This promo is to help in promoting and stimulate sales specifically for iPhone 5 device bundle. This promo is to push iPhone 5 bundle packages sales to all channels via Blue Cube, Online Store & CXP. The offerings are as follow:

1. Register to mPro Plus (RM88) Celcom First Data Plan 24 Months Contract will get iPhone 5 price as low as RM1,488 with 5GB data allocation and free 60 min & 60 SMS. New, existing postpaid retails and MNP customer entitle for this offer.
2. Advance payment will be rebated into 1st - 10th bill for a sum of RM70/month.
3. Advance payment is non-refundable. All Celcom First Device Bundle Plan with mPro Plus comes with contract and customer is bound to duration of the contract of 24 months. In the event of early termination, penalty charges of RM500 shall be charged and any remaining amount from advance payment shall be forfeited.
4. Customers will enjoy the following plan/rates:

Celcom First	mPro Plus
Monthly Commitment	RM88
Voice Calls	15 sen
Video Calls	30 sen
SMS	15 sen
SMS>MMS	30 sen
FREE Data	N/A
First Advantage Customer Service - Exclusive & Personalized Customer Service Team - Dedicated Customer Service Line -1331	Free 60 mins and Free 60 SMS
Mobile Internet	mPro Plus RM88 (5GB)

5. Customers shall be charged an early termination penalty of RM500 in the event of cancellation of line.
6. 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.

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	RM700	N/A
2	Stamp Duty	RM10.00	N/A
3	Deposit	N/A	N/A
4	Commitment fee	N/A	RM88
5	Commitment fee (prorate)	N/A	Up to RM88

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

Credit Limit	mPro Plus
All Ages	RM250
18-24	RM250

3. 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.
4. 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).
5. There are no minutes or SMS allocated based on the plan you subscribed to. You can use the commitment fee for the following:
 - o Local voice /video calls to Celcom or other operator numbers at one rate
 - o Local SMS/MMS to Celcom or other operator numbers at the same rate
 - o IDD calls to any country
 - o International roaming calls in any country
 - o Pay per use data domestic usage
6. 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.

Campaign Mechanics

1. The Promotion will be held at all channels via Blue Cube & CXP. Customers may refer to Celcom's website at www.celcom.com.my for the list of outlets. This offer is also applicable for Online Store.
2. Get iPhone 5 with discounted device price based on package plan at all Blue Cube, Online Store & Celcom Xclusive during the promo period.

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.
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8. 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.
9. 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 sole and absolute right to withdraw, amend and/or alter any part or the whole terms and conditions in relation to this Campaign at any time without giving any prior notice to the Customers and the Customers agree to be bound by those changes.
2. Celcom's decisions in any matter in relation to the Campaign shall be final and conclusive. Any request for appeal and review shall not be entertained.
3. The Rewards are not transferable. Celcom reserves the right to substitute and replace the Rewards offered with another Reward of equal or higher value.
4. Celcom shall not be liable for any claims 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 Campaign.

5. 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 Campaign.
6. Customer acknowledges and agrees that Celcom reserves the rights to disqualify any participation if Customer is in breach of its obligations or any terms and conditions of this Campaign. Notwithstanding the above, Celcom reserves the right to reject any participation of the 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 Campaign, as a result of certain technical restrictions or other limitations specific or force majeure which include but not limited to regulatory events, government directive, government intervention and 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 and/or the Customer without first obtaining any consent nor making any payment whatsoever to the Customer or 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.