

**TERMS AND CONDITIONS**  
**AmBank and Digi Postpaid Super VIP Campaign**

1. This [AmBank and Digi Postpaid Super VIP Campaign] ("**Promotion**") is jointly organised by Digi Telecommunications Sdn. Bhd. (201283-M) ("**Digi**") and AmBank (M) Berhad (8515-D) / AmBank Islamic Berhad (295576-U) (collectively "**the Organisers**") and is governed by these terms and conditions and any subsequent accompanying promotion details (if any), Digi's Privacy Notice, Data Protection Statement and Data Protection Obligations found on Digi's website at [www.digi.com.my](http://www.digi.com.my) (collectively referred to as the "**Terms**"). Each Eligible Participant (as defined below) agrees that he/she has read and understood the Terms and by his or her participation in this Promotion, each Eligible Participant agrees to be bound by the Terms.

2. **Promotion Period**

2.1. This Promotion commences at [12:00 a.m.] on 16 January 2019 until [11:59 p.m.] on 31 March 2019 (both dates inclusive) ("**Promotion Period**"). Entries received after the Promotion Period will automatically be disqualified. Digi has the sole and absolute discretion to extend and/or vary the Promotion Period without prior notification.

3. **Eligibility**

3.1 All AmBank/AmBank Islamic Customers residing in Malaysia with Malaysian nationality meeting the criteria below are eligible to participate in this Promotion (excluding persons mentioned in Clauses 3.1.1 to 3.1.5 below, "**Eligible Participants**") except the following:-

- 3.1.1. AmBank/AmBank Islamic customers who are not:
- a) AmBank SIGNATURE Priority Banking World Mastercard/-i or Visa Infinite/-i credit cardholder
  - b) a AmBank/AmBank Islamic Visa Infinite credit cardholder; and
  - c) a AmBank/AmBank Islamic World Mastercard credit cardholders.

3.1.2. AmBank/AmBank Islamic customers below age 21 years old.

3.1.3. Eligible Participants without successful Auto Pay subscription.

3.1.4 Permanent, contract and temporary employees of Digi and their Immediate Family Members.

3.1.5 Employees of Digi's partners, advertising, promotion agencies and any other persons involved in organizing, promoting and/or conducting this Promotion together with their Immediate Family Members.

3.2 Immediate Family Members shall mean any of the following: spouse, de-facto spouse (living together but not married), child or step-child (whether natural or by adoption),

parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

- 3.3 Each Eligible Participant agrees that he/she has read and understood the Terms of this Promotion and by his or her participation in this Promotion, he/she agree to be bound by the Terms.
- 3.4 All personal details of each Eligible Participant submitted must be accurate and complete and are subject to proof upon request by Digi.
- 3.5 Digi reserves the right, at any time, to verify the validity of entries and entrants and to disqualify any entry not submitted in accordance with the Terms or which entries have been tampered with incomplete, indecipherable, illegible, incorrect or fraudulent entries or any entry which violates the Terms will automatically be disqualified.

#### 4. Promotion Mechanics

- 4.1. In order to participate in this Promotion, Eligible Participants will need to carry out the following steps and/or activations:-

Step 1 : Eligible Participants must first select a Digi Postpaid Super VIP Bundle of their choice on the Digi website at <http://digi.my/ambank> and proceed to check out the bundle online.

Step 2 : Eligible Participants are required to agree and accept Digi's Terms and Conditions in order to continue. Once accepted, Eligible Participants need to key in their 16-digit AmBank/AmBank Islamic credit card/-i number for verification purposes.

Step 3 : Once verified successfully, Eligible Participants are required to provide their personal details and complete the registration process together with the payment of device price whichever applicable.

Step 4 : Auto pay subscription is required for any sign up under this Promotion and Eligible Participants are required to ensure the Auto pay service remains active throughout the bundle contract period.

Step 5 : Registration will be processed accordingly. The respective Digi Postpaid Super VIP Bundle selected by each Eligible Participant will be activated and delivered upon successful registration.

- 4.2. Each Eligible Participant is entitled to subscribe to 1 (one) Digi Postpaid Super VIP Bundle ("**Bundled Offer**") during the Promotion Period.

- 4.3. The Eligible Participants may be governed by a separate set of terms and conditions with respect to the Bundled Offer as per the Appendix of this Terms and Conditions and as set out and published on our official website [www.digi.com.my](http://www.digi.com.my) as updated by Digi from time to time. Charges published are exclusive of all applicable taxes.
- 4.4. This Promotion is not applicable with any on-going promotions by Digi.
- 4.5. Delivery is subjected to the following terms and conditions:
  - 4.5.1. Delivery will be made by Digi's delivery partners within one to three (1-3) business days upon successful subscription. In rare instances, delivery may be delayed in the event of service interruptions or a failure beyond Digi's control. In such circumstances, Eligible Participants agree that Digi will not be responsible and/or liable for any of losses and/or damages, if any, as a result of such delay.
  - 4.5.2. For security purpose, Eligible Participants must be PRESENT personally together with their personal ID (NRIC) to receive their mobile device(s) and/or Digi mobile SIM card upon delivery. Third party collection is not allowed. Mobile device(s) and/or Digi mobile SIM card not delivered after two (2) failed delivery attempts will be returned to the courier agency headquarters. Eligible Participants must arrange for self-collection at the courier agency at the designated venue notified after the two (2) failed delivery attempts within six (6) working days from the date of the last failed delivery attempt.
  - 4.5.3. For Mobile Number Portability (MNP) transactions, Eligible Participants will first be receiving Digi mobile SIM card. Upon successful MNP Port in, the Mobile device(s) will then be delivered to Eligible Participants.
5. By participating in this Promotion, each Eligible Participant agrees and consents to Digi's Privacy Notice (which can be found on [https://new.digi.com.my/cs/Satellite/Page/tnc/default/tnc\\_privacy\\_statement\\_en](https://new.digi.com.my/cs/Satellite/Page/tnc/default/tnc_privacy_statement_en)) that all details submitted pursuant to this Promotion, including without limitation personal data/information being collected, processed and used by Digi/the Organisers\* for:
  - 5.1. the purposes of this Promotion;
  - 5.2. marketing and promotional activities conducted in such manner as Digi/the Organisers see fit in any media including without limitation the Internet, without further express consent from, and payment or consideration to the relevant Eligible Participants. Marketing and promotional activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, interview material as well responses and related photographs. In this regard, each Eligible Participant agrees to co-operate and participate without further express consent and/or

- payment or consideration, in all reasonable advertising and publicity activities of Digi/the Organisers relating to this Promotion; and
- 5.3. other promotional, marketing and publicity notification/information including future promotional, marketing and publicity notification/information from Digi/the Organisers from time to time.
  6. In addition, where any of the data/information especially personal data relating to any of the Eligible Participants and/or third parties (where applicable) are submitted to Digi/the Organisers in connection to this Promotion, each Eligible Participant and/or third party:
    - 6.1 warrants that he/she is in possession of all necessary consents and shall continue to maintain such consents as may be required for Digi's/the Organisers' usage and processing of such data/information; and
    - 6.2 agrees that it shall be the Eligible Participant's or the third party's responsibility to advise Digi/the Organisers in writing should there be any relevant change in the data/information provided to Digi/the Organisers which requires action on the part of Digi/the Organisers.
  - 7 Each Eligible Participant agrees:-
    - 7.1 to release and hold harmless Digi/the Organisers and/or the Specified Persons against any and/or all losses, damages, rights, claims and actions of any kind in connection with this Promotion (including resulting from acceptance, possession, use or misuse of any prizes and/or Bundled Offer, or travel to or from any prize-/Bundled Offer-related activity and claims based defamation or invasion of privacy);
    - 7.2 that Digi/the Organisers and/or the Specified Parties make(s) no warranties, express or implied, in fact or in law, relative to the use or enjoyment of any of the prizes and/or Bundled Offer, including, without limitation to, their quality, merchantability or fitness for a particular purpose;
    - 7.3 that Digi/the Organisers and/or the Specified Persons shall not be liable for and hereby expressly exclude any losses, damages, rights, claims and actions of any kind (including without limitation loss of damage to property or any personal injury or loss of life, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Promotion, the prizes and/or the Bundled Offer, even if Digi/the Organisers has/have been advised of the possibility of such damages in advance; whether or not due to and /or arising from:

- 7.3.1 telephone, electronic, hardware or software program, network, Internet, server or computer malfunctions, failures, interruptions, miscommunications or difficulties of any kind, whether human, mechanical or electrical, including, without limitation to, the incorrect or inaccurate capture of entry information online;
- 7.3.2 late, lost, delayed, misdirected, incomplete, illegible or unintelligible e-mails;
- 7.3.3 virus attacks and/or any other malicious software infection to the Eligible Participants'/subscribers' mobile phones arising from the downloading of these contents, any failed, incomplete, lost, garbled, jumbled, interrupted, unavailable or delayed electronic transmissions;
- 7.3.4 any default or condition caused by events beyond the control of Digi/the Organisers including those due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Digi/the Organisers;
- 7.3.5 any printing or typographical errors in any materials associated with this Promotion; and
- 7.3.6 any claims by third party for infringement of intellectual property rights.

Specified Persons means: Digi, and its employees, officers, directors, shareholders, parent companies, affiliates, subsidiaries, licensees, agents, representatives and contractors including contract advertising, promotion, and fulfilment agencies, and legal advisors and/or joint-organizer.

## 8 Digi/the Organisers:-

- 8.1 reserves/reserve the right, at any time, to verify the validity and/or reject any entries at its sole and absolute discretion without having to assign any reasons whatsoever. Incomplete, indecipherable, illegible or incorrect, fraudulent, unlawful or deceitful entries or any entry which violates the Terms, will automatically be disqualified without any prior notice;
- 8.2 reserves/reserve the right, at any time, to vary, delete or add to any of the mechanics and/or Bundle Offer under this Promotion or these Terms, and alter, cancel, terminate or suspend this Promotion and/or any part thereof without any prior notice; and
- 8.3 for the avoidance of doubt, cancellation, termination or suspension by Digi/the Organisers of any entry or this Promotion shall not entitle the Eligible Participant to any claim or compensation against Digi/the Organisers for any and all loss or damage

suffered or incurred by the Eligible Participant as a direct or indirect result of the act of cancellation, termination or suspension.

- 9 To the fullest extent permitted by law, Digi/the Organisers and its respective parent companies, subsidiaries, affiliates, licensees, directors, officers, employees, agents, independent contractors and advertising/promotion agencies hereby expressly excludes and disclaims any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose of enjoyment of the product/item of this Promotion.
- 10 By participating in this Promotion, each Eligible Participant agrees and irrevocably and unconditionally undertakes to fully absolve Digi/the Organisers of all liabilities and agrees to indemnify Digi/the Organisers (on full indemnity basis) and hold Digi/the Organisers harmless against any claim by any third party and against any loss, damage, cost or expense (including solicitors' fees and cost) that Digi/the Organisers may suffer or incur as a result of or in connection with this Promotion.
- 11 A failure by Digi/the Organisers to enforce any of these Terms in any instance(s) will not give rise to any claim by any person.
- 12 By participating in this Promotion, each Eligible Participant agrees to be bound by these Terms and Digi's/the Organisers' decision is final and binding and no correspondences shall be entertained.
- 13 These Terms, which are available on [<http://digi.my/ambank>] shall be governed and construed by the laws of Malaysia and the parties shall submit to the exclusive jurisdiction of the Courts of Malaysia.
- 14 All other terms and conditions governing the use of any of Digi's mobile telecommunication services shall apply herein mutatis mutandis.

## **Appendix – Digi Postpaid Super VIP Bundle**

### **As per Clauses 4.3 of the AmBank and Digi Postpaid Super VIP Campaign**

#### **Charges**

1. All rates depicted for voice calls, SMS and MMS along with the bundled Minutes, bundled SMS and Mobile Internet Quota (“Bundled Offers”) apply only when used within Malaysia (to all domestic networks).
2. All other services that are not included as part of the Bundled Offers such as MMS, International Direct Dialing (IDD), International Roaming (IR) etc. are chargeable based on usage on a Pay-As-You-Use (PAYU) basis and rates applicable are based on standard IDD and IR rates, subject to Digi’s pricing for such services as amended from time to time.
3. Usage on Calls and SMS beyond the cap of the Bundled Offers will be charged on the basis of Pay-As-You-Use (PAYU) in addition to the applicable monthly fee.

#### **Mobile Internet Quota Allocation**

4. The Mobile Internet quota allocated within the Plans is exclusively for domestic usage only.
5. Internet Rollover allocated with the Plans:
  - a. In the event Customer does not fully utilize the Internet allocation, the balance Internet allocation shall be rolled over to the next bill cycle, up to a maximum set according to each rate plan. Balance quota more than the allowable maximum limit for rollover will be forfeited.
  - b. Only unutilized Internet quota from the All Day quota will rollover to the next bill cycle. Weekend quota will not rollover and any balance will be forfeited.
  - c. Balance Internet quota allocation will rollover for one bill cycle only. Any unutilized rollover Internet quota will be forfeited after one bill cycle.
  - d. Unutilized Internet Rollover quota is not redeemable for cash or credit, and is non-transferable, whether by operation of law or otherwise, either to any other person, entity or any other Postpaid account.
6. In the event Customer does not fully utilize the Internet allocation, the balance unutilized Internet allocation shall be forfeited at the end of the bill cycle.
7. Data service will be restricted once usage exceeded the Total Internet Quota allocated. However, Customer may opt to purchase Internet Quota Top Up to continue surfing the Internet at regular speed. Data service allocated within the plan(s) is exclusively for domestic usage only.

#### **Unlimited Calls**

8. Unlimited Calls allocated with the Plans:
  - a. Applies to domestic mobile/fixed on-net and off-net usages (excluding video calls, calls to special numbers, calls to toll-free 1-300/1-800 numbers and calls to 121 numbers).

- b. Strictly for standard person-to-person calls; and not meant for any commercial/non-personal usages. For any excessive usage, or on suspicion of fraud, any illegal practice or unusual activity in respect of the Customer's Account with Digi, Digi at its sole and absolute discretion reserves the right at any time without being liable to the Customer or any third party to discontinue, disconnect, interrupt, bar or suspend the service for such period of time as Digi shall deem fit.
- c. Non-transferable, whether by operation of law or otherwise, either to any other person, entity or any other postpaid account.
- d. Can only be utilized domestically i.e. within Malaysia network only. Calls made when overseas are subjected to roaming charges. The Customer shall be charged based on the call rates imposed by the respective Digi roaming operators for call usage while roaming with Digi's overseas roaming partners.

### **Supplementary Lines**

9. Principal line can register up to a maximum of six (6) Supplementary lines under the Principal, of which the six (6) Supplementary lines can be selected from the new Digi Postpaid 38 plan.
10. The Principal shall be liable to pay all the relevant charges and amounts claimed by Digi as reflected in the respective lines' bill (if applicable).
11. Notwithstanding the aforementioned, all Terms and Conditions shall be equally applicable to any and all Supplementary lines subscribed under the Principal.

### **International Roaming and IDD**

12. All usages while on an overseas roaming network do not account as part of Bundled Offer.
13. Roam Like Home Monthly subscription for roaming & IDD in ten (10) countries' Terms & Conditions apply as set out and published on our official website [<https://new.digi.com.my/tnc/roam-like-home-monthly>] and updated by Digi from time to time.
14. Whilst roaming overseas, Daily Unlimited Internet Roaming (from RM36/country/day) can be used in selected countries and various roaming passes are available from as low as RM5/day (24hours).

### **Device Bundle**

15. Device bundle is twenty-four (24) months contract, commencing from the date of acceptance of these terms and conditions. If applicable, with the acceptance of device contract, any previous device contract Customer had contracted for with Digi, shall be deemed terminated and Customer shall be subject to any early termination charges of such previous contract, if applicable.
16. Applicable pre-mature contract termination penalty fees are set out as below:
  - a. For device bundle on twenty-four (24) months contract with advance payment waived on Digi Postpaid 288 = [(Recommended Retail Price (RRP) of device(s) – Digi Selling Price) ÷ Contract Period x Remaining month(s)] + RM100 administrative fee



## General

17. Auto pay discount of 5% OFF monthly total bill will be given for six (6) months from the date of subscription to Customers who sign up for the auto pay service when registering for Digi Postpaid plan under this Promotion.
18. All bundled services under Digi Postpaid plans are subject to amendment, from time to time. In view that Digi does not own or control the bundled application services, Digi reserves the sole and absolute right to cease, alter or suspend or substitute the list of application services available under the Digi Postpaid plans bundled offerings at any time without prior notice. For the avoidance of doubt, such alteration, cancellation, termination or suspension by Digi does not entitle the Customers to any claim or compensation against Digi (in cash or in kind) for any and all loss or damage suffered or incurred by the Customers as a direct or indirect result of the act of alteration, cancellation, termination or suspension.
19. Digi shall not be responsible in any way in the event that the Customer's subscription was activated by a third party without his/her consent. Digi shall not refund nor compensate the Customer in any manner whatsoever in such situations.
20. By subscribing to the Plans, the Customer acknowledges that you understand the terms and conditions herein as well as the General Digi Terms and Conditions, including but not limited to Privacy Statement and Fair Usage Policy, which are available at [www.digi.com.my](http://www.digi.com.my) and agree to abide by them.
21. Digi reserve the rights at its absolute discretion without liability to vary, delete or add to any of these Terms and Conditions, including but not limited to any feature for the Plans, from time to time without prior notice to the Customer as it deems fit. Continued use of this subscription and/or service following any changes to these terms and conditions constitutes an acceptance to those changes (if any). Customer accepts to be responsible for regularly reviewing information on the Plans at [www.digi.com.my](http://www.digi.com.my).
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Digi Postpaid 288	
Monthly Commitment Fee	RM 288
HOME Monthly Internet Quota, Voice and SMS Bundle	
Mobile Internet Quota Allocation	200 GB Shareable
Additional Mobile Internet Quota Options	Internet Top Up packages via MyDigi or UMB menu
Minutes Allocation (All-net)	Unlimited
SMS Allocation (All-net)	1000

ABROAD International Roaming & IDD	
Roaming and IDD to 10 Countries (5GB Internet Roaming + 60mins Roaming voice calls + 60mins IDD voice calls)	FREE
Subsequent Charges	
Video Calls (All-net)	15 sen
SMS (All-net)	10 sen
MMS (All-net)	20 sen