

## **TERMS & CONDITIONS – XPAX RELOAD PROMOTION WITH MAYBANK CAMPAIGN (“CAMPAIGN”)**

### **Introduction**

This Promotion is jointly held by Celcom Mobile Sdn Bhd (“Celcom”) and Malayan Banking Berhad (“Maybank”) (Company No: 3813-K). By participating in the Promotion, the Customer (as herein defined) hereby agrees to be bound by these terms and conditions (“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 (iii) terms and conditions of the respective mobile/content service(s).

### **Duration of Campaign**

This Campaign shall commence from 7<sup>th</sup> April until 27<sup>th</sup> May 2018 (“Campaign Period”). Any extension thereof shall be determined by mutual agreement between Celcom and Malayan Banking Berhad.

### **Eligibility**

This Campaign shall be applicable to all existing Celcom prepaid customers with Malayan Banking Berhad's online banking accessibility (“Customer”).

### **Campaign Mechanics**

#### 1. Availability

- 1.1 This Campaign is available via Malayan Banking Berhad's online banking portal known as Maybank2U accessible at [www.maybank2u.com.my](http://www.maybank2u.com.my)

#### 2. Eligibility

- 2.1. Celcom customer will be automatically eligible to participate in the Campaign and a chance to receive FREE 1GB of Data (“Rewards”) upon minimum reload of RM30 in a single transaction via Maybank Internet Banking (Maybank2U) every Saturday or Sunday during the Campaign period.
- 2.2. Customer who reload apart from Saturday and Sunday will not be able to receive the Data reward.
- 2.3. There will be multiple Data receivable if customers reload minimum RM30 again on the same day on Saturday or Sunday throughout the Campaign Period.
- 2.4. Customer has to purchase a minimum reload of RM30 in each transaction via Maybank2U Internet Banking to receive FREE data for this Campaign. Any denominations lower than RM30 shall not receive the reward.
- 2.5. Fulfilment of Rewards will be done once in every month during the Campaign Period.

#### 3. Terms and conditions of the Rewards

- 3.1. The Data rewards are valid to be used for any data usage including tethering
- 3.2. If customer reload RM30 and above more than once on the same day, the data amount will increase but the validity of the data remains the same.
- 3.3. If the customer reload RM30 and above the day after first reload, the validity will counts from the latest reload time.
- 3.4. Upon expiration of the prevailing account validity period, all unused Rewards (if any) will be forfeited.
- 3.5. The data Rewards are not exchangeable, sharing or transferable.
- 3.6. Data reward will be provisioning to customers account within 24 hours from date of reload.

#### 4. The terms and conditions of Maybank Internet Banking (maybank2U) usage shall apply.

## 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 Campaign 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 Campaign 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 Campaign.
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 Campaign.
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 Campaign. 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 Campaign, as a result of certain technical restrictions or other limitations or force majeure which includes but not limited to regulatory and/or government directive, act of God etc.
7. All photographs, personal information and names submitted in the Campaign, 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 Campaign 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 Campaign.
10. All prizes offered under this Campaign 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 Campaign. 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 Campaign 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.