

## **SAMSUNG GALAXY Z FLIP6 AND Z FOLD6 PRE ORDER CAMPAIGN TERMS & CONDITIONS**

The **Samsung Galaxy Z Flip6 and Z Fold6 Pre Order** ("Campaign") is organized by TM Technology Services Sdn Bhd ("TM") and is targeted to new and existing customers who subscribe to new UNI5G mobile postpaid rate plan. This Campaign terms and conditions ("Campaign T&C") shall be read together with the unifi mobile postpaid terms & conditions available at <https://unifi.com.my/mobile/postpaid> and <https://unifi.com.my/> (together with its future amendments). Except for the specific terms and conditions for unifi mobile stated therein, all other terms and conditions for unifi Mobile Campaign shall continue to apply.

### **1. GENERAL**

The Campaign shall run from **11<sup>th</sup> July 2024 until 30<sup>th</sup> July 2024** ("Campaign Period"). However, TM may, at its sole and absolute discretion ends or extends the Campaign Period without prior notice to customers.

### **2. CAMPAIGN DETAILS**

#### **2.1. Campaign Eligibility**

2.1.1. This campaign is applicable to all new and existing Unifi Mobile customers ("Customers") that fulfill all of the criteria specified below:

- a) Eighteen (18) years old and above;
- b) Subscribe to UNI5G Postpaid 99 and above;
- c) Customers who successfully complete the pre-order for the available device at <https://unifi.com.my/mobile/devices>.
- d) Not blacklisted by any other mobile operator.

2.1.2. This Campaign is limited to only one (1) pre-order for each Identification Documents during the Campaign Period.

2.1.3. This Campaign is open for new UNI5G Postpaid registration or existing Unifi Mobile Postpaid customer that request to change of plan to any UNI5G Postpaid 99 plan and above only. Customer shall be subjected to the twenty-four (24) months contract for the Device ("Contract Period").

2.1.4. Any application for Mobile Network Portability (MNP) is not eligible for the pre-order under the Campaign.

#### **2.2. Mechanics**

2.2.1. Samsung Galaxy Z Flip6 and Z Fold6 ("Device") series details offering is available at <https://unifi.com.my/mobile/devices>. Each Customer can only place one (1) pre-order for one (1) unit of the Device during the Campaign Period together with registration of UNI5G Postpaid 99 and above as per Clause 2.1.3 above at <https://unifi.com.my/mobile/devices>.

2.2.2. Once the customer completes the pre-order and make full payment of the Device selling price and Device upfront payment, one (1) unit of the Device will be reserved for the Customer subject to fulfillment of all the criteria stated in Clause 2.1.1 of this terms and conditions. The upfront payment will be offset against the monthly bill throughout the Contract Period.

2.2.3. However, Customers who fulfill the following conditions is entitled for the waiver of upfront payment: -

- i. Existing Unifi Mobile Postpaid with subscription period of six (6) months and above; and
- ii. A good paymaster for the Unifi Mobile Postpaid and/or Unifi Home existing subscriber (where applicable) for the previous four (4) months of subscription.

Note: The waiver for upfront payment is applicable for Customers who is a citizen of Malaysia only. A Non-citizen is not entitled for the waiver.

2.2.4. Customer will receive notification via email on confirmation of the Device reservation.

2.2.5. The Device offered is on 'as-is' basis and shall not include any of the mobile accessories. TM reserves the absolute right to determine the model, brand, color and specifications of the Device offered under this Campaign.

2.2.6. The Customers acknowledge and agree that the Pre-Order of the Device is subject to Device availability, including but not limited to colors, types and stock.

2.2.7. TM reserves the rights to block the International Mobile Equipment Identity (IMEI) of the Device if Customer commit the following:

- i. Suspected of fraud or found to have committed fraud or illegal activities;
- ii. Customer has exceeded the number of device allowed under the Campaign; and/or
- iii. Reported to TM that the Device is missing or has been stolen and requested to TM to block the IMEI of the Device.

### **3. DELIVERY OF THE DEVICE**

3.1. TM will deliver the Device within seven (7) to fourteen (14) working days to Customer's registered address upon successful registration to the Campaign.

3.2. There is no additional charges for delivery of the Device and the delivery service is available nationwide.

- 3.3. Upon delivery, Customer must produce original NRIC/passport for identity verification purposes, failing which the Customer may not be allowed to collect the Device. Third-party collection is strictly prohibited.
- 3.4. The delivery partner will make maximum three (3) delivery attempts of delivery. Parcel will be return back to the warehouse upon failure of delivery to Customer. Customer need to contact TM/Unifi customer service for re-delivery. Failure to do so the order will be cancel by TM, ninety (90) days from the date order created.
- 3.5. For any defective Device received upon delivery, Customer is eligible for replacement of the Device provided if the Customer able to successfully lodge a report to TM/unifi customer service within twenty-four (24) hours upon receiving the Device via live chat at unifi.com.my or my unifi app. Replacement of the Device may or may not be provided subject to assessment of defect by the device manufacturer.
- 3.6. If the report is lodge after twenty-four (24) hours, the report will automatically be treated as warranty claim process and will be based on reported defect after assessment by the Device manufacturer, Samsung.
- 3.7. Estimated duration to replace the defective Device is seven (7) working days upon report acknowledgement by TM and is and it is subject to stock availability & Customer's location.
- 3.8. Customer is responsible to do self-inspection and testing upon receiving the Device.
- 3.9. The Device offered under this Campaign is supplied by TM's authorized third party partner. Nonetheless, TM is not liable for any liability claims with regards to the additional feature or service unless upon TM prior endorsement.
- 3.10. The warranty of the Device is provided by the Device's manufacturer. For any warranty claims related to the Device, Customer is advised to liaise with Samsung authorized service centers.

#### **4. TERMINATION**

- 4.1. The subscription to the Campaign comes with twenty-four (24) months of contract. In the event of early termination by the Customers, the early termination penalty which shall be calculated based on the difference of Device recommended retail price (RRP) and the discounted Device selling price will apply.
- 4.2. The early termination penalty will be applicable in the event Customers commit the following actions:
  - i. Downgrade of UNI5G Postpaid Plan;
  - ii. Voluntary suspension of UNI5G Postpaid;
  - iii. Early termination of the contract;
  - iv. Port out to other mobile service provider; and/or
  - v. Fraud.
- 4.3. In charging the early termination penalty, the shorter the balance period of the contract, the lesser the amount of penalty will be charged to the Customer. The

following shall be the example for the early termination penalty based on the period of subscription to the Device:

Month	1	2	3	4	5	6	7	8	9	10	11	12
Penalty (RM)	5,000	4,791	4,582	4,373	4,164	3,955	3,746	3,537	3,328	3,119	2,910	2,701

Month	13	14	15	16	17	18	19	20	21	22	23	24	25
Penalty (RM)	2,492	2,283	2,074	1,865	1,656	1,447	1,238	1,029	820	611	402	193	0

## 5. VARIATION

TM reserves the right to withdraw, cancel, suspend, extend or terminate the offering earlier either in whole or in part and further reserves the right to vary, supplement, delete, amend or modify any of the terms and conditions from time to time without prior notice for the Campaign.

## 6. GOVERNING LAW AND JURISDICTION

This terms and conditions are governed by the Malaysian law and the courts in Malaysia have exclusive jurisdiction.

## 7. CONFIDENTIALITY

Any personal data provided by the Applicant to TM in connection with the Campaign shall be kept confidential. The Privacy Notice of TM applies, please visit [TM Privacy Notice](#).

## 8. MISCELLANEOUS

- 8.1. TM reserves the right to withdraw, cancel, suspend, extend or terminate the offering earlier either in whole or in part and further reserves the right to vary, supplement, delete, amend or modify any of the terms and conditions from time to time without prior notice for the Campaign.
- 8.2. Except for the specific terms and conditions for the Campaign stated herein, all other terms and conditions for unifi Home, unifi Mobile Postpaid and General Campaign terms and conditions shall continue to apply.
- 8.3. Visual(s) used in any advertisement, promotional materials and other materials relating to this Campaign are solely for illustration purposes only and may not depict the actual device offered.
- 8.4. Further enquiries relating to the Campaign can be channeled to TM Live Chat at [unifi.com.my/chat](https://unifi.com.my/chat), tweet us @helpmeunifi, message us at [facebook.com/weareunifi](https://facebook.com/weareunifi) for assistance or visit any TMpoint outlets nationwide.

8.5.

## **9. FORCE MAJEURE**

TM shall not liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions: fire, strike, embargo, explosion, power blackout, earthquake, flood, war, labor disputes, civil or military authority, pandemic, epidemic, sabotages, acts of God or the public enemy, inability to secure raw materials, acts or omissions of other carriers or suppliers, or other causes beyond its reasonable control, whether or not similar to the foregoing.

## **10. INDEMNITY**

Notwithstanding anything to the contrary, Customer will defend, indemnify and hold TM save and harmless from any and all claims, suits, actions, demands, costs, settlements, losses, damages, expenses and all other liabilities including reasonable attorney's fees (collectively "the Claims"), arising out of or resulting from its breach of this Terms and Conditions or the intentionally wrongful or negligent acts or omissions on your part, in the performance of or failure to perform your obligations under this Terms and Conditions or in relation to your use of the Campaign Package during the subscription.

## **11. SEVERABILITY**

If any provision herein contained should be found invalid, illegal or unenforceable under any applicable law, the legality and enforceability of the remaining provisions shall not be affected or impaired in any way and such invalid, illegal or unenforceable provision shall be deemed deleted.

## **12. PRIORITIZATION OF DOCUMENTS**

In the event there is any conflict or inconsistency between the Campaign T&C and the unifi Mobile Postpaid T&C as available at <https://home.unifi.com.my/mobile/postpaid/tnc>, the Campaign T&C shall prevail to the extent of its inconsistencies.

[End of Terms and Conditions]