

## Digi and Mastercard Auto Pay Promotion 2018

1. This **Digi and Mastercard Auto Pay Promotion 2018** which is organised by Digi Telecommunications Sdn. Bhd. (Company No. 201283-M) ("**Digi**") will be 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 15<sup>th</sup> March 2018 and runs until 11.59 p.m. on 30<sup>th</sup> April 2018(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 Criteria**
  - 3.1 All Digi Postpaid subscribers of Malaysian Nationality are eligible to participate in this Promotion (excluding persons mentioned in Clauses 3.1.1 to 3.1.4 below, "**Eligible Participants**") except for the following:-
    - 3.1.1 Permanent, contract and temporary employees of Digi and their Immediate Family Members; 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, representatives and/or agents (including advertising agencies, promotional agencies of Digi and Mastercard and their immediate family members).
    - 3.1.2 Digi Enterprise subscribers including Corporate, Corporate Individual (CI) and Personal Corporate Individual (PCI).
    - 3.1.3 Successful auto pay registration after end of Promotion Period.
    - 3.1.4 All Digi Postpaid Broadband subscriber
    - 3.1.5 Auto pay registered with credit or debit card that are non-Mastercard

**Immediate Family Members** shall mean any of the following: spouse, de-facto spouse, 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.

- 3.1. 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:-
  - 3.1.1. agrees to be bound by the Terms; and
  - 3.1.2. if the Eligible Participant is below 18 (eighteen) years of age, also confirms that he/she has obtained prior consent from his or her respective parents or legal guardian to participate in this Promotion. In the event the Eligible Participant fails to provide Digi with the said parental / guardian consent upon request by Digi, such individual shall be subject to Clause 3.4 below.
  - 3.1.3. If the selected winner terminates the existing Digi line during the Promotion Period, the selected winner is automatically disqualified at the time of termination and is not eligible for the prize, which will be passed on to the next selected winner.
  - 3.1.4. The Eligible Participants must be an active subscriber with a valid Auto Pay registration throughout the Promotion Period to be eligible for participation and for the Prizes. If, at any time during the Promotion Period, the Eligible Participant cancels the Auto Pay registration with Mastercard credit or debit card for any reason whatsoever, his/her participation in the Promotion becomes null and void with immediate effect.
  - 3.1.5. The Eligible Participants must upgrade or be on any Digi Postpaid plans with auto-pay registration in order to enjoy 5% rebate for 6 months. This will take effect upon customer's respective billing cycle.
- 3.2. In the event that any Prizes are awarded to and received by person(s) who:-
  - 3.2.1. Are not a Digi Postpaid customer during the Promotion Period; or
  - 3.2.2. Are a Digi Postpaid customer but has committed fraudulent or wrongful acts in relation to their Digi subscription any transactions made thereof;
  - 3.2.3. Are a Mastercard holder but has committed fraudulent or wrongful acts in relation to their Credit and/or Debit Card and/or any transactions made thereof;
- 3.3. All personal details submitted must be accurate and complete and are subject to proof upon request by Digi.

- 3.4. 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 tampers with the entry process. Incomplete, indecipherable, illegible, incorrect or fraudulent entries or any entry which violates the Terms will automatically be disqualified without any notice.

#### 4. **Promotion Mechanics**

- 4.1 All Digi Postpaid mobile customers that have successfully registered Auto Pay with their Mastercard credit and debit card are eligible to participate in the Promotion.
- 4.2 Applicable only to principal account holder of the registered Digi Postpaid mobile line.
- 4.1. In order to participate in this Promotion, the Eligible Participants need to carry out the following steps and/or activations:-
- : All Eligible Participants must be a Mastercard cardholder before participating in this Promotion.
  - : All Eligible Participants must ensure that there is no overdue amount pending in their Digi and Mastercard account.
  - : All Eligible Participants can opt to register auto pay via walk in to any authorized Digi Retail and Dealer stores or on MyDigi app self-service.

#### 5. **Notification and Selection of Promotion Winners**

- 5.1. Selection of the promotion winners for this Promotion will be based on the following:-
- 5.1.1 Based on the Promotion Entries collected, participants will be shortlisted by appointed randomizer selection system for every successful Auto Pay sign up ("Shortlisted Participants").
- 5.1.2 At the point of shortlisting, the Digi Postpaid account of the participant must not be delinquent, invalid and/or cancelled; otherwise the participant will be disqualified.
- 5.1.3 The Shortlisted Participants will be contacted by Digi's representatives via the latest telephone numbers furnished to Digi as shown in Digi's records at any time during office hours (9.00am – 6.00pm) on any working day from Monday to Friday.

- 5.1.4 Digi must be able to contact the Shortlisted Participants during the Call Period ( 30 days after promotion ends ) via two (2) voice call/ SMS attempts, failing which Digi reserves the right to move on and select another Shortlisted Participant. The non-contactable Potential Winner shall be disqualified automatically as Potential Winner and shall have no claims whatsoever against Digi on such disqualification. The Shortlisted Participants who are successfully contacted by Digi and who successfully answer two (2) question posed by Digi correctly will be announced as promotion winners (“**Promotion Winners**”). Digi’s selection of winners are final and no request from Eligible Participants will be entertained.
- 5.2. The Promotion Winners will be contacted and notified of the Prizes that the Promotion Winner has won via the mobile phone number in Digi’s record after the Call Period but no later than by 15<sup>th</sup> June 2018 (“**Collection Period**”). Digi has the sole and absolute discretion to extend the Collection Period. The Promotion Winners are to keep their mobile phone numbers activated during the Collection Period.
- 5.3. The Promotion Winners will be notified of the delivery of prizes. If the Promotion Winner is unable to personally collect his or her Prize, he or she can provide a letter of authorisation to authorise another person to collect on his/her behalf. The identification card of the authorised person must be produced upon collection of the Prize. Digi reserves the right to reject any letter of authorization if such letter of authorization is not satisfactory in Digi’s opinion. Digi shall not be liable to any consequence in the event the Prizes are released pursuant to any letter of authorization received. Furthermore, Digi shall not be liable in the event the Promotion Winner fails to comply with the Collection Period due to the non-acceptance of letter of authorization by Digi.
- 5.4. The Contest Winners shall redeem the prize within the redemption period stated in the notification, failing which the prize shall be forfeited automatically and without prior notice. Contest Winners are not entitled to any payment or compensation from Digi should the prizes be forfeited for any reason.
- 5.5. The Promotion Winners must be 18 (eighteen) years old and above, otherwise formal parental or guardian consent must be obtained and provided to Digi upon Digi’s request. In the event the Promotion Winners fail to provide Digi with the said parental or guardian consent, Digi shall have the right to forfeit the entry and / or the Prize as the case may be.

6. **The Prizes**

6.1. The Prizes of this Promotion are as follows (“Prizes”):-

| Promotion Period  | Prizes                   |
|---|--------------------------|
| 15 <sup>th</sup> March 2018 – 30 <sup>th</sup> April 2018 | iPhone X 64GB x 50 units |
| Total Winners   | 50                       |

6.2. The Prizes are not transferable and / or exchangeable and not for resale. No cash alternatives will be offered. Digi reserves the right to replace any of the aforementioned Prizes with another prize of the same value without prior notice.

6.3. The Promotion Winners may be governed by a separate set of terms and conditions imposed by the provider of the Prizes or Digi’s partner that are offering the Prizes. Where such terms are applicable, the Promotion Winners will be notified.

6.4. Each Promotion Winner shall be entitled to **win one (1) Prize** only.

7. By participating in this Promotion, each Eligible Participant agrees and consents to Digi’s Privacy Notice (which can be found at [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 for:-

7.1. the purpose of this Promotion; and

7.2. marketing and promotional activities conducted in such manner as Digi sees fit worldwide 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 relating to this Promotion; and

7.3. other promotional, marketing and publicity notification/information including future promotional, marketing and publicity notification/information from Digi from time to time.

8. In addition, where any of the data/information especially personal data relating to the Eligible Participant and/or third parties (where applicable) are submitted to Digi and/or by any entrant in connection to this Promotion, each:-
  - 8.1. warrants that he/she is in possession of all necessary consents and shall continue to maintain such consents as may be required for Digi and/or usage and processing of such data/information; and
  - 8.2. agrees that it shall be his or her responsibility to advise Digi in writing should there be any relevant change in the data/information provided to Digi which requires action on the part of Digi.
9. Each Eligible Participant hereby agrees and irrevocably and unconditionally undertakes to indemnify Digi (on full indemnity basis) against any claim by any third party and against any loss, damage, cost or expense (including solicitors' fees and cost) that it may suffer or incur as a result of or in connection with this Promotion and the Prizes.
10. Each Eligible Participant further agrees:-
  - 10.1. to release and hold harmless Digi 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, or travel to or from any Prize-related activity and claims based defamation, or invasion of privacy);
  - 10.2. that Digi and/or the Specified Persons make no warranties, express or implied, in fact or in law, relative to the use or enjoyment of any of the Prizes, including, without limitation to, their quality, merchantability or fitness for a particular purpose;
  - 10.3. that Digi 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, and/or the Prizes, even if Digi been advised of the possibility of such damages in advance, whether or not due to and/or arising from:-
    - 10.3.1. 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;

- 10.3.2. late, lost, delayed, misdirected, incomplete, illegible or unintelligible e-mails;
- 10.3.3. 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;
- 10.3.4. any default or condition caused by events beyond the control of Digi 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
- 10.3.5. any printing or typographical errors in any materials associated with this Promotion; and
- 10.3.6. any claims by third party for infringement of intellectual property rights.

Specified Persons shall mean Digi, and its employees, officers, directors, shareholders, parent companies, affiliates, subsidiaries, licensees, agents, representatives, partners and contractors including contradvertising, promotion, and fulfilment agencies, and legal advisors and/or joint-organiser.

11. Digi :-

- 11.1. reserves 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, ineligible, fraudulent, unlawful or deceitful entries or any entry which violates the Terms, will automatically be disqualified without any prior notice;
- 11.2. reserves the right to disqualify a Promotion Winner if he/she is found to be ineligible at any point of time and to cancel/withdraw/recall the Prizes from being delivered to the ineligible Promotion Winner. If the ineligible Promotion Winner has enjoyed the Prizes, the ineligible Promotion Winner hereby agrees and undertakes to indemnify Digi for the cost of the Prizes, failing which, Digi shall have the right to initiate any action it deems necessary against the ineligible Promotion Winner.
- 11.3. reserves the right to reject any entries and/or withhold the Prizes or forfeit the Prizes where Digi believes that there are unlawful, deceitful and/or fraudulent acts and practices without any prior notice.

- 11.4. reserves the right, at any time, to vary, delete or add to any of the mechanics, the Prizes or the Terms, and alter, cancel, terminate or suspend this Promotion and/or any part thereof without any prior notice; and
- 11.5. for the avoidance of doubt, cancellation, termination or suspension by Digi of any entry or this Promotion shall not entitle the Eligible Participants to any claim or compensation against Digi for any and all loss or damage suffered or incurred by the Eligible Participants as a direct or indirect result of the act of cancellation, termination or suspension.
12. All decisions by Digi including but not limited to the selection of Promotion Winners and forfeiture of the Prizes are final, conclusive and binding. No correspondence or claims shall be entertained.
13. A failure by Digi to enforce any of the Terms in any instance(s) will not give rise to any claim by any person.
14. All other terms and conditions governing the use of any of Digi's mobile telecommunication services shall apply herein mutatis mutandis.
15. The Terms, which are available on <http://digi.my/mybill> shall be governed and construed by the laws of Malaysia and the parties shall submit to the exclusive jurisdiction of the Courts of Malaysia.