

TERMS AND CONDITIONS FOR THE “WIN PRIZES WORTH UP TO RM300,000” (“PROMOTION”)

Introduction

This Promotion is held by Celcom Mobile Sdn Bhd (Company No. 27910-A) (“Celcom”). By participating in the Promotion, the Customer (as herein defined) hereby agrees to be bound by these 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 Promotion.

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 the respective mobile/content service(s).

Duration of the Promotion

This Promotion shall commence from 24 March 2015 until 24 June 2015 (“**Promotion Period**”). Any extension thereof shall be at the sole discretion of Celcom.

Eligibility

This Promotion shall be applicable to all Celcom customers (“**Customers**”).

For the avoidance of doubt, the Promotion shall not be applicable to the following persons:

- a. Celcom employees (including its related corporation) and their immediate family members; and
- b. representatives, employees and/or agents of Celcom’s dealers and distributors

For clarity, immediate family members shall be:

- For unmarried/single Customers – their parents and sibling(s); and
- For married Customers – their spouse(s), parents and children.

Promotion Mechanics

1. To participate in this Promotion, the Customers shall subscribe to the “Win Prizes Worth Up to RM300,000” service (“**Service**”) by performing the following:
 - a. by sending:
 - i. via SMS - send ON GOLD to 25555;
 - ii. via USSD - typing *888# and click send; or
 - iii. via WAP – accessing the cube mobile portal at <http://m.thecube.my> and click “join” on the Golden Hero page

And

b. send any of the following keyword(s) to 25555:

- i. ON EMAS;
- ii. ON WIN;
- iii. ON GO;
- iv. ON BIG;
- v. ON GOLD;
- vi. ON HERO;
- vii. ON POWER;
- viii. ON KUAT; or
- ix. ON HADIAH,

(herinafter referred to as "Subscription")

3. Upon successful Subscription of the Service, the Customers shall receive an SMS confirmation of the Customer's Subscription from Celcom.
4. The Customer shall be charged RM1.00 per day ("Subscription Fee") for the Subscription of the Service and will receive one (1) content daily.
5. By subscribing to the Service, the Customer will be entitled to receive a free seven (7) days subscription of the Service ("Free Subscription Period"). On the sixth (6th) day of the Free Subscription Period, the Customers will receive a message from Celcom notifying the Customers of the option to opt out from the Subscription ("Opt Out"). The Customers will only be charged of the Subscription Fee on the eighth (8th) day of their Subscription in the event that they did not perform the Opt Out.
6. The Customers may opt out from the Subscription at anytime during the Promotion Period by sending "Stop all", "Batal Semua", "STOP <Keyword>", "Batal <keyword>" to 25555.
7. In addition to the Content, the Customers may purchase additional contents ("IOD") at the rate of RM1.00 per IOD ("IOD Charges") by sending the respective keywords as notified by Celcom to 25555. For the avoidance of doubt, the Customer may also purchase the Content IOD during the Free Subscription Period subject to the IOD Charges.
8. Upon successful purchase of the IOD as prescribed in Clause 8 above, the Customer shall receive:
 - a. one (1) IOD; and
 - b. (1) question ("IOD Question") or incentive points
9. The Customer may answer the IOD Question by sending the Customer's answer to 25555 which will entitle the Customer to receive the points prescribed in Clause 11 below. The Customer shall not be charged for every answer sent but the Customer will be charged for the IOD content.
10. The Customer shall only be allowed to purchase the IOD of up to a maximum value of RM50.00 per day.

11. At the end of the Promotion Period, Celcom shall randomly select the Customers who have fulfilled the requirement of Clauses 1-10 above as the shortlisted customers (“Shortlisted Customers”) to be in the running of winning the Prizes (defined hereunder). Celcom reserves its right in the selection of the Shortlisted Customers.
12. The Shortlisted Customers will be contacted by a Celcom’s representatives via phone and will be asked three (3) questions (“Questions”). Celcom shall select the Shortlisted Customers who manage to answer the Questions correctly as the winners (“Winners”) and they will be entitled to win the following prize (“Prize”):

Type of Winner	Prize	Number of Winners
Daily	RM 500 in Gold	72
Weekly	RM 5,000 in Gold	9
Monthly	RM 50,000 in Gold	3
Special	I Pad Mini, Samsung Galaxy Phone & Gopro cameras	25

13. Celcom shall notify the Winners of their entitlement to the Prize via phone. Celcom reserves the right to use any other method or medium it deems fit at its sole and absolute discretion for the purpose of notifying the Winners. The Customers may also refer to www.thecube.my for the list of the Winners. For the avoidance of doubt, the list of all the Winners will be announced within one (1) months from the expiry of the Promotion Period.
14. Celcom reserves the right to select another Winner upon three (3) failed attempts to contact any Winners.
15. Each Customer shall only be entitled to receive one (1) Prize per mobile number.
16. The Winner must collect the Prize within a period to be specified by Celcom (“Prize Collection Period”) at a venue to be determined by Celcom and may be required to attend a prize-giving ceremony on a date and at a venue to be determined by Celcom. Celcom reserves the right to forfeit the Prize in the event that the Winners fail to collect the Prize within the Prize Collection Period or fail to attend the Prize-giving ceremony

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