

## **Terms and Conditions for Celcom-Auto Bavaria BlackBerry® Storm™ 9500 Promotion (“Promotion”)**

This Promotion is held by Celcom Mobile Sdn Bhd (27190-A) shall (hereinafter referred to as “Celcom”). This Promotion shall be valid from 15<sup>th</sup> August to 30<sup>th</sup> November 2009 (“Promotion Period”) or until any extended duration at Celcom’s sole discretion.

This Promotion is open to:-

- (a) Individuals purchasing new AUTO BAVARIA cars from any Auto Bavaria Sales Center during the promotion period; and/or
- (b) Individuals servicing their AUTO BAVARIA cars at any Auto Bavaria Service Center during the promotion period.

Individuals as stated above shall collectively be referred to as (“Customers”)

### **Mechanics of Promotion**

Customer who would like to sign up for the Promotion must do the following:

#### **1. Customers purchasing new AUTO BAVARIA cars:-**

- a) Customers to place an order for any new AUTO BAVARIA cars at any Auto Bavaria Sales Center;
- b) Customers to fill up the required Celcom’s forms (Customer Agreement Form, Automatic Bill Payment Form and Addendum) under new registration or MNP (Mobile Number Portability) and further on make a subscription to Celcom’s Exec 250 Plan;
- c) Customers to attach a photocopy of IC;
- d) Customers to attach a photocopy of credit card/charge card statement; and
- e) Customers to submit to Auto Bavaria Sales Personnel all the documentations stipulated above.

#### **2. Customers servicing their AUTO BAVARIA cars:-**

- a) Customers to send their AUTO BAVARIA car for servicing at any Auto Bavaria Service Center;
- b) Auto Bavaria Service personnel will give the Customers a voucher to redeem BlackBerry® Storm™ 9500 (“Voucher”) at any participating Celcom’s Blue Cube outlets valued at RM1399 each;
- c) Customers walk-in to any participating Celcom’s Blue Cube outlet;
- d) Celcom’s Blue Cube personnel to sight and check the Voucher;
- e) Customers to fill up the required forms (Customer Agreement Form, Automatic Bill Payment Form and Addendum) under new registration or MNP (Mobile Number Portability) and subscribe to Celcom Exec 250 Plan;
- f) Make an upfront payment of Ringgit Malaysia Two Hundred and Fifty Only (RM250) only, which will be reflected in the 1st monthly bill;
- g) Customers to attach a photocopy of IC;
- h) Customers to attach a photocopy of credit card/charge card statement.

3. For Customers purchasing new AUTO BAVARIA cars, the BlackBerry® Storm™ 9500 will be handed to the Customers together with new AUTO BAVARIA cars by Auto Bavaria Sales Personnel.

4. For Customers servicing their AUTO BAVARIA cars, the BlackBerry® Storm™ 9500 will be handed to the Customers by Celcom's Blue Cube personnel after the Customers fill up all required forms, successfully registered for new Celcom line/port-into Celcom and make payment by cash or credit card for the BlackBerry® Storm™ 9500.

5. The Customers shall be entitled to redeem or purchase **ONLY ONE** BlackBerry® Storm™ 9500 under this Promotion. Celcom reserves the right and shall have the absolute discretion to choose colour and/or the model of the BlackBerry® given under this Promotion.

6. In the event of unavailability of stock on BlackBerry® Storm™ 9500, Celcom reserves the right to substitute the device with any other device of similar value at any time without prior notice.

7. Price is correct at the time of printing and shall be valid during the Promotion Period.

8. Customers signing up for the Promotion will be registered under Celcom's Exec 250 Plan ("Plan") and will be billed a monthly commitment fee of Ringgit Malaysia Two Hundred and Fifty (RM250.00) only.

9. Upon registration and activation of Plan, the Customers shall agree to subscribe to the Plan with BlackBerry® internet service for a minimum subscription period of twenty-four (24) months ("Minimum Subscription Period").

10. Any early termination or downgrade of Plan during the Minimum Subscription Period shall result in the Customer to be charged a penalty in lieu of compensation of Ringgit Malaysia One Thousand Two Hundred (RM1,200.00) only which shall be reflected in the Customer's bill on the next billing cycle.

11. In the event of any dispute or fraud on the charges made on the Customer's credit card under this Promotion, the Customers must do so within fourteen (14) days from the date of receipt of the bank's or Celcom's statement directly and respectively. Upon confirmation by the bank, Celcom will investigate the dispute accordingly and reverse the charges (if any) provided that the Customers returned the BlackBerry® Storm™ 9500 in good and fit condition. Celcom is under no obligation to proceed with the reversal charge if the BlackBerry® Storm™ 9500 is not returned in good and fit conditions.

12. Risk of loss or damage to the BlackBerry® Storm™ 9500 is the responsibility of the Customers upon physical delivery of the BlackBerry® Storm™ 9500 to the Customers. Celcom shall not be responsible to recognize or replace any defective, lost, damage or stolen BlackBerry® Storm™ 9500 due to negligence or fault of the Customers.

13. Celcom disclaims any warranties or liabilities for the merchantability and fitness of the BlackBerry® Storm™ 9500 supplied under this Promotion. The warranties applicable for the BlackBerry® Storm™ 9500 are subject to the terms and conditions provided by the manufacturer or supplier of the BlackBerry® Storm™ 9500, in particular, in respect to the quality of BlackBerry® Storm™ 9500 redeemed of their suitability for any purpose.

14. Celcom reserves the right to suspend and/or terminate the Plan which the Customers subscribed under this Promotion if Celcom has reason to believe and suspect the Customers is using the Plan under this Promotion for the purpose of reselling to third party for commercial gain. A minimum penalty of Ringgit Malaysia One Thousand Two Hundred (RM1,200.00) only shall be charged in lieu of compensation for the BlackBerry® Storm™ 9500. For the purpose of clarity, commercial gains mentioned in this clause shall not be limited to any form of profits earned and/or gained by the Customers directly/indirectly arising from using/utilization of the Plan with any unauthorized device or any other ways in any manner whatsoever which fairly exploit the unlimited data usage (as and when it is made available by Celcom in any of its promotion, plans and/or package) or spamming activities for the purposes of unauthorized reselling.