

## TERMS & CONDITIONS FOR “FIRST ASSIST™ FOR CELCOM FIRST ELITE CUSTOMERS PROMOTION” (“Promotion”)

### Introduction

This Promotion is held by Celcom Mobile Sdn Bhd (27910-A) (“Celcom”). By participating in the Promotion, customer 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 to 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 Promotion

This Promotion shall commence from 27 January 2014 until termination of the Promotion by Celcom.

### Eligibility

This Promotion shall be applicable to Celcom First Elite Customers only (“Customers”).

### Promotion Mechanics

1. By participating in the Promotion, the Customers shall be entitled to participate in the First Assist™ Services as listed in Clause 3
2. In order to participate in the Promotion, the Customers are required to subscribe to “Celcom First Elite Plan” (“Participation”).
3. The First Assist™ Services available to the Customers upon Participation shall be as follows:-

	<b>First Assist™ Services</b>	<b>Price</b>
1	Sky Ride	RM4,288
2	PGA Pro Golf Lesson	RM3,588
3	Elite Health Screening for Men Elite Health Screening for Women	RM1,608 RM1,688
4	Gentlemen Royalty	RM988
5	Bespoke Tailoring	RM988
6	Personal Make-up & Hairdo at Home	RM388
7	Shoes Galore at Home	RM988
8	Elite Sushi Chef at Home	RM488
9	SPA Retreat at Home	RM588
10	Jewelries Soiree	RM1,888

4. Upon Participation, the Customers may inquire about any one of the First Assist™ Services and/or register his/her interest thereof in accordance with the following:-
  - (a) Call First Concierge specific phone number, which shall be available to “Elite 1000 customers” only; or
  - (b) Call First Advantage at 1881; or
  - (c) Visit any Blue Cube outlet.(collectively referred to as “Inquiry”)
5. Subsequent to the Inquiry, the Customers shall be contacted by Celcom’s appointed contractor, RedRibbon Experiences Sdn Bhd (Company No. 793308-U) (“RRE”), for the following:-

- (a) Confirmation of Inquiry;
- (b) Confirmation of the day and date of First Assist™ Services that the Customers wish to participate; and
- (c) Payment of First Assist™ Services chosen by the Customers to be made to RRE, of which the details and particulars in relation to the said payment shall be communicated by RRE to the Customers.

(collectively referred to as "Participation")

- 6. No charges imposed by Celcom on the Customers for the Participation until further notice.
- 7. Advance booking of at least two (2) weeks is required.
- 8. Participation is not finalized until the Customers receive an email entitled 'Confirmation of Booking' from RRE.
- 9. All First Assist™ Services shall be utilised on the day and date confirmed by Customers and shall not be in parts, unless there are unforeseen circumstances where parts of the First Assist™ Services cannot be carried out on such day and date (e.g. Weather, natural disasters, emergencies etc.)
- 10. All First Assist™ Services are subject to availability. RRE reserves its rights to postpone the First Assist™ Services chosen by Customers to another date.
- 11. The details and availability of First Assist™ Services as provided in **Clause 3** may be changed from time to time without further notice to the Customers. Celcom shall not be held responsible or liable for any costs, expenses, losses and damages incurred by the Customers arise from any change of details and availability of First Assist™ Services.
- 12. First Assist™ Services are provided by third party service providers via RRE and Celcom shall not be held responsible or liable for any costs, expenses, losses and damages incurred by the Customers arise thereof.
- 13. Transportation and logistics to the location, if applicable, is not provided. Customers shall bear his/her own cost to the location.
- 14. Payments made shall not be refundable.
- 15. Inquiry and Participation shall only be available from Monday to Friday, 9.00am to 6.00pm excluding any public holidays.

## **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 specific or force majeure which include but are 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.