

## TERMS AND CONDITIONS FOR “UNIFI 1MILLION HYPPTV FREE VIEWING” CAMPAIGN

THESE TERMS AND CONDITIONS ARE READ TOGETHER WITH THE TERMS AND CONDITIONS FOR UNIFI RESIDENTIAL, HYPPTV FOR STREAMYX RESIDENTIAL, HYPPTV EVERYWHERE APP AND HYPPTV FOR BUSINESS SUBSCRIBERS. BY PARTICIPATING IN THIS CAMPAIGN, YOU ARE DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED TO BE BOUND BY THE TERMS AND CONDITIONS BELOW AND ANY OTHER RELATED TERMS AND CONDITIONS.

### 1. UNIFI 1MILLION HYPPTV FREE VIEWING CAMPAIGN (“Campaign”)

This Campaign will allow the existing Subscribers and the new Subscribers who subscribe to HyppTV during the Campaign Period as stated below to view all HyppTV Premium channels except France 24 channels for free for a period of thirty (30) days. The list of channels is as follows:-

Item	Channels	STB	HyppTV Everywhere (UniFi & Streamyx)	SME
1.	1News Channel	Free		Free
2.	8TV	Free	Free	Free
3.	Australia Plus	Free		✓
4.	Bernamea News Channel	Free	Free	
5.	Bloomberg TV	Free	Free	✓
6.	Capital TV HD	Free	Free	✓
7.	Channel NewsAsia	Free	Free	✓
8.	DW	Free	Free	✓
9.	Euronews	Free	Free	✓
10.	Hao Xiang Shopping TV HD	Free	Free	Free
11.	LAKU Mall (HD)	Free	Free	Free
12.	LUXE.TV HD	Free	Free	✓
13.	Nat Geo People HD	Free	Free	✓
14.	NHK WORLD TV HD	Free	Free	✓
15.	now International HD	Free	Free	✓
16.	NTV7	Free	Free	Free
17.	Outdoor Channel HD	Free	Free	Free
18.	Parlimen Malaysia	Free	Free	Free
19.	RTL CBS Extreme HD	Free	Free	✓
20.	Salam HD	Free	Free	✓
21.	Travel Channel HD	Free	Free	✓
22.	TV AlHijrah HD	Free	Free	Free
23.	TV1	Free	Free	Free
24.	TV2	Free	Free	Free
25.	TV3	Free	Free	Free

26.	TV9	Free	Free	Free
27.	Al Jazeera	✓	✓	✓
28.	Animax (HD)	✓	✓	✓
29.	BabyFirst	✓	✓	
30.	BBC Earth HD	✓	✓	✓
31.	BBC Lifestyle HD	✓	✓	✓
32.	BBC World News HD	✓	✓	✓
33.	Boomerang HD	✓	✓	✓
34.	CBeebies HD	✓	✓	✓
35.	Channel [V] International HD	✓		✓
36.	Channel [V] Taiwan	✓		✓
37.	CinemaWorld HD	✓	✓	✓
38.	Comedy Central HD	✓	✓	✓
39.	DreamWorks HD	✓	✓	✓
40.	FOX Crime HD	✓		✓
41.	FOX Sports 2 HD	✓	✓	✓
42.	FOX Sports 3 HD	✓	✓	✓
43.	FOX Sports HD	✓	✓	✓
44.	HyppInspirasi HD	✓	✓	✓
45.	HyppSensasi HD	✓	✓	✓
46.	HyppSports HD	✓	✓	✓
47.	HyppSports2 HD	✓	✓	✓
48.	HyppSports3 HD	✓	✓	✓
49.	HyppSports4 HD	✓	✓	✓
50.	Jaya Max	✓	✓	✓
51.	Motorvision HD	✓	✓	✓
52.	MTV Live HD	✓	✓	✓
53.	MUTV HD	✓	✓	✓
54.	Nick Jr.	✓	✓	✓
55.	now Baogu HD	✓		✓
56.	now Chinese Drama	✓	✓	✓
57.	now Jelli HD	✓	✓	✓
58.	Pesona HD	✓	✓	✓
59.	Polimer	✓	✓	✓
60.	RED by HBO HD	✓	✓	
61.	RTL CBS Entertainment HD	✓	✓	✓
62.	SCM HD	✓	✓	✓
63.	SCM Legend HD	✓	✓	✓
64.	SETI	✓	✓	✓
65.	Sony Channel (HD)	✓	✓	✓
66.	Sony Max	✓	✓	✓

67.	Sony SAB	✓	✓	✓
68.	Sony SET	✓	✓	✓
69.	STAR Chinese Channel HD	✓	✓	✓
70.	Stingray iConcerts HD	✓	✓	✓
71.	Syfy HD	✓	✓	✓
72.	TVB8	✓	✓	
73.	tvN HD	✓	✓	✓
74.	tvN Movies (HD)	✓	✓	✓
75.	Universal Channel HD	✓	✓	✓
76.	UTV Movies	✓		✓
77.	Warner TV HD	✓	✓	
78.	Zee Cinema	✓	✓	✓
79.	Zee Tamil	✓	✓	✓
80.	Zee TV	✓	✓	✓
81.	AlHijrah On Demand (SVOD)	✓	✓	
82.	BBC First HD (SVOD)	✓	✓	
83.	Dunia Sinema	✓	✓	
84.	Hypp Play	✓	✓	
85.	PlayBox HD	✓	✓	

## 2. CAMPAIGN PERIOD

The Campaign will start from **19<sup>th</sup> June 2017** until **18<sup>th</sup> July 2017** (“**Campaign Period**”) for a period of **THIRTY (30) DAYS** only (“Free Viewing Period”). Notwithstanding anything to the contrary, TM reserves the right to change the end date of the Free Viewing Period to an earlier or a later date.

## 3. ELIGIBILITY

- (i) The eligible Subscribers for this Campaign are as follows:
- UniFi (Residential) Subscribers (Existing Subscribers and New Subscribers who subscribe to HyppTV during the Campaign Period);
  - HyppTV for Streamyx (Residential) Subscribers (Existing Subscribers and New Subscribers who subscribe to HyppTV during the Campaign Period); and
  - HyppTV Everywhere App Subscribers (Existing Subscribers and New Subscribers who subscribed with Set-Top-Box during the Campaign Period).
  - HyppTV for Business Subscribers (Existing and New Subscriber who subscribed with Set-Top-Box during the Campaign Period).
- (ii) The Subscribers will enjoy ALL HyppTV Premium Channels except France 24 (but NOT applicable for Video on Demand (VOD) categories, except Hypp Play and SVOD channels) during the Free Viewing Period.

#### **4. ACTIVATION**

The service will be automatically activated effective from the 1<sup>st</sup> date of Free Viewing Period.

#### **5. TERMINATION**

The service will be automatically terminated at the end of Free Viewing Period.

#### **6. BILLING**

There is no pro-rate charges for new and existing ala-carte HyppTV subscription.

#### **7. REFUSAL OF SUBSCRIPTION**

TM reserves the right to refuse subscription of any party that it determines to be acting in breach or potential breach of either UniFi (Residential), HyppTV for Streamyx (Residential), HyppTV Everywhere App and HyppTV for Business Subscribers or these terms and conditions.

#### **8. CANCELLATION, SUSPENSION OR DELAY**

TM reserves the right to cancel, modify, suspend or delay the Campaign in the event of any unforeseen circumstances beyond its reasonable control. For the avoidance of doubt, any cancellation, modification, suspension or delay by TM shall not entitle the Subscriber to any claim or compensation against TM for any and all loss or damage suffered or incurred by the Subscriber as a direct or indirect result of the said act(s).

#### **9. DISCLAIMER**

- (i) Subscriber acknowledges that although TM may edit, censor or control the content information or data accessed by the Subscriber through the channels offered during the Campaign Period, TM does not guarantee nor provide any warranties whatsoever that the content transmitted or any information or data accessed by the Subscriber will not contain the following:
  - (a) any elements that is contrary to law including but not limited to elements which promotes or encourages, theft, fraud, drug-trafficking, money-laundering or terrorism; or
  - (b) incites violence, sadism, cruelty or racial or religious hatred; or
  - (c) contains blatant bigotry; or
  - (d) promotes, encourages and/or facilitates prostitution, pedophilia and any unnatural acts of a carnal nature; or

- (e) contains nudity or is pornographic or excessively obscene, indecent, abusive, offensive or menacing; or
- (f) contains any element which may be and/or deemed offensive, obscene, upsetting, seditious or defamatory to the Subscriber.

The Subscriber shall exercise discretion while viewing to the same at all times and TM shall not be held responsible and hereby disclaims any and all liabilities whatsoever with regard to any information or content accessed.

- (ii) TM does not warrant that the channels offered during this Campaign Period, (a) will not be interrupted or error-free, or (b) will prevent unauthorized access by third parties. TM does not authorize anyone to make a warranty of any kind on its behalf and the Subscriber should not rely on anyone making such statements.
- (iii) The broadcast of any programs/channels on HyppTV during the Campaign Period shall be subject to the license rights granted to TM by the content owners or licensors. TM does not provide any warranty whatsoever that all programs will be broadcasted to the Subscribers at all times. TM reserves the right to review the channels made available during the Campaign Period from time to time and/or substitute any channel, in accordance with the license rights and license period that have been granted to TM.
- (iv) The Subscriber understands and agrees that TM is providing the Campaign to the Subscriber on an "AS IS" basis without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. In no event TM will be liable to the Subscriber for any direct, indirect, consequential or special damages whatsoever suffered by the Subscriber or any other party relating in any way to this Campaign by the Subscriber or pursuant to any activities contemplated under these terms and conditions.

## **10. INDEMNITY**

- (i) Notwithstanding anything to the contrary, the Subscriber 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 the part of the Subscriber, in the performance of or failure to perform their obligations under this terms and conditions or in relation to any usage during the Campaign Period.
- (ii) The Subscriber will be responsible for and shall accordingly fully indemnify TM in respect of any breach or threatened breach of any intellectual property rights by any of its representatives, and undertakes to take any and all such action as TM reasonably deem fit and necessary to prevent any threatened breach, or contain the effects of any breach or suspected breach, at the Subscriber's costs.

## **11. AMENDMENTS AND VARIATIONS**

TM reserves the rights to change, amend, delete or add on to these terms and conditions at any time without prior written notice and the Subscriber hereby agrees to be bound by such amendment(s).

## **12. EXTENSION TO THE UNIFI (RESIDENTIAL), HYPPTV FOR STREAMYX (RESIDENTIAL), HYPPTV EVERYWHERE AND HYPPTV FOR BUSINESS TERMS AND CONDITIONS**

- (i) These terms and conditions are in addition to the General Terms and Conditions for UniFi (Residential), HyppTV for Streamyx (Residential), HyppTV Everywhere and HyppTV for Business, which are available for viewing at [www.tm.com.my](http://www.tm.com.my). In the event of inconsistencies between any of the provision of the General Terms and Conditions and these terms and conditions, the General Terms and Conditions shall prevail to the extent of any inconsistency.
- (ii) For existing Subscriber of UniFi (Residential), HyppTV for Streamyx (Residential), HyppTV Everywhere and HyppTV for Business Subscribers, upon activation of this service, these terms and conditions shall be read together with your current terms and conditions of HyppTV subscription during the Campaign Period.

## **13. FORCE MAJEURE**

Neither Party is 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, acts of God or the public enemy, act of terrorism, 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.

## **14. GOVERNING LAW**

This terms and conditions are governed by the laws of Malaysia and any dispute arising out of or in connection thereof shall be subjected to the exclusive jurisdiction of Malaysia courts.

## **15. NOTICE OR DELAY**

All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to the other party pursuant to this terms and conditions shall be in writing and mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by hand delivery or by courier, telegram, facsimile or email. Notice shall be deemed to have been given; (i) in the case of posting, the day after the registered or certified mail receipt has been acknowledged by the recipient; (ii) in the case of facsimile, upon successful completion of

transmission; (iii) in the case of email, upon sending; (iv) in the case of telegram or hand delivery or courier, the next business day after it has been delivered.

**16. SUBSCRIBER'S PERSONAL DATA AND INFORMATION**

Each Party shall at all times comply with the Personal Data Protection Act 2010.