FTTO First Month On Us Promo - TIME Fibre Business Pro 100Mbps/300Mbps

SALES PROMOTION FOR SPECIFIED DURATION

This promotion ("Promotion") (details of which are set out below) is available only to Eligible Customers who meet the Promotion Qualifications during the Promotion Period only and is subject to the terms and conditions as contained herein. Acceptance of the promotion gift, vouchers or rebates by Eligible Customers is deemed to be acceptance of the Promotion Terms and Conditions.

Promotion Information Details

Promotion Type	One-off Rebate
Promotion Description	TIME is offering a first full month's broadband subscription for free to new subscribers of the TIME Fibre Business Pro 100Mbps and 300Mbps plans on a 24-month contract.
Promotion Period	Starts from 22 nd July 2022
	Expires on 16 th November 2022
Value	TIME Fibre Business Pro 100Mbps: RM188 Off for one month
	TIME Fibre Business Pro 300Mbps: RM288 Off for one month
Eligible Customers	New subscribers of TIME Fibre Business Pro 100Mbps and 300Mbps on a 24-month contract who meet the Promotion Qualifications.
Promotion Qualifications	Available through TIME's authorised dealers and TIME direct channel during the Promotion Period.
How will it be provided	The discount will be deducted from the subscriber's first full month's bill.
Special Promotion Terms	 Each customer is eligible to participate in one TIME promotion at a time only. A subscriber will still be able to enjoy the Promotion if they upgrade their plan and the discount had not been deducted from their bill yet. However, the discount amount will follow the value of their initial plan e.g. RM188 discount for their initial TIME Fibre Business Pro 100Mbps plan even after they upgrade to 300Mbps. If the discount has already been applied to their initial plan, it will not apply again to their upgraded plan.

- 3. Customers must subscribe to the TIME Fibre Business Pro 100Mbps/300Mbps plan for a minimum contract period of 24 months.
- 4. No downgrade is allowed within the first 6 months of the contract period.
 - 4.1 Any downgrade within the first 6 months of the contract period will result in forfeiture of the discounted amount.
 - 4.2 Any downgrade within the contract period will reset the broadband contract duration for 24 months.
- 5. Balance charges (for the remaining unexpired contract period) shall be paid by customers for early termination before the minimum contract period expires.
- 6. A subscriber is subject to pro-rated charges leading up to their first full month's bill and other charges such as voice calls, add-on etc.
- 7. If service installation has not taken place within 2 months of the subscription date, the application will be automatically withdrawn and the Promotion will no longer be available.
- 8. Eligible Customers shall be subject to the terms and conditions of this Promotion which may be amended at TIME's sole discretion from time to time.

Promotion Terms and Conditions

This Promotion is as specified in the Promotion Information Details ("**Promotion**") and is strictly made available to Eligible Customers who meet the Promotion Qualifications during the Promotion Period and is subject to the following terms and conditions ("**Terms and Conditions**"). **Customers' attention is drawn to the Promotion Information Details**:

- 1. This Promotion is only applicable during the Promotion Period. TIME reserves the right to cease and/or cancel the Promotion at any time before the expiry of the Promotion Period without any prior notice.
- 2. This Promotion is not to be construed in any way howsoever as a contract of sale, exchange, lease, hire-purchase, or hire between TIME and the Eligible Customer.
- 3. Promotion is only available to Eligible Customers and is subject to Eligible Customers meeting the Promotion Qualifications. Any customer who does not meet the Promotion Qualifications is not an Eligible Customer and is not entitled to the provision of the Promotion.
- 4. TIME may change, modify, amend or cancel the Promotion at any time during the Promotion Period, including changing, modifying or amending the Value

and/or type of gift that is offered, the Value and/or type of voucher offered (including the provider of the voucher), the Value of the discount offered or Value of the cash rebate offered (as may be applicable depending on the type of Promotion). Nothing herein stated shall imply that an Eligible Customer is to receive any other benefit beyond that stated in the Promotion Information Details nor that TIME is obliged to provide the equivalent Value if TIME changes, amends or modifies the Promotion.

- 5. If there are multiple promotions available during the same Promotion Period, including this Promotion, and the customer is an Eligible Customer to more than one promotion, the customer must choose only one promotion. A customer cannot make multiple choices of the promotions, nor do anything to secure or gain the benefits offered in multiple promotions. Once the customer has chosen the promotion, the customer is no longer eligible for any other promotions that are available at the same time.
- 6. TIME reserves the right to and may refuse to provide the Promotion to the Eligible Customer regardless of whether the customer is an Eligible Customer and meets the Promotion Qualifications.
- 7. If the Promotion is the provision of a gift or a voucher from TIME, TIME's partners, suppliers or subcontractors, TIME and its directors, officers, employees, agents, suppliers, partners and/or subcontractors may provide such gift or voucher on an "as is" basis and without any warranty or condition, whether express or implied, by law or by contract, including warranties as to title, merchantability, fitness for purpose, satisfactory quality, performance, non-infringement of any third party's intellectual property or proprietary rights or product liability. Should a physical good be obtained as a gift or upon redemption of a voucher, and the customer suffers any form of physical injury or damage, such injury or damage may be claimed against the manufacturer or distributor of the physical good and not against TIME, which is deemed not to be a supplier.
- 8. If the Promotion is the provision of a Monthly Rebate or One-off Rebate or discount (as set out in the Promotion Information Details) to the customer, then if the customer terminates the service agreement with TIME before the expiry of the minimum period or if there is no minimum period specified, then twelve months from service activation date, then Eligible Customer shall not be entitled to receive any discount or cash rebate for the unexpired period and TIME may seek to recover all earlier provided discounts or rebates on the basis that customer warrants to stay a customer of TIME for the minimum period or twelve months (as the case may be).
- 9. In addition, no advice or information obtained (whether orally or written) by the customer from TIME, or its directors, officers, employees, agents, suppliers, partners and/or subcontractors shall create any warranty or right to sue.
- 10. TIME reserves the right to revise, amend, or modify these Terms and Conditions during the Promotion Period and such revision, amendment, and/or modification shall be made available at www.time.com.my and is binding on all Eligible Customers. Continued access and use of the service shall deem to be your acceptance to the changes and updates to these Terms and Conditions.

- 11. If the Promotion Qualifications includes the signing up of a new service, then in such a case, all other terms and conditions governing the use of the new service shall apply in addition to these Terms and Conditions.
- 12. All personal information provided by customer is subject to TIME's Privacy Policy (details of which are available at http://www.time.com.my/privacy-policy).

Capitalised words have the meaning as specified in the Promotion Information Details. If in the Promotion Information Details there are Special Promotion Terms drawn up, then such Special Promotion Terms shall prevail over these Terms and Conditions in the event of conflict, inconsistency or ambiguity.