

## PROMOTION TERMS AND CONDITIONS

### Power-Up Campaign

This Power-Up Campaign Terms and Conditions (the “**Promotion Terms and Conditions**”) shall apply as follows:-

#### 1 Definitions

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings in this Promotion Terms and Conditions:-

<b>Contract Period</b>	Shall mean the applicable contract period of the Eligible Plan as subscribed by the Participant.
<b>Eligible Plan</b>	Shall mean all ViewQwest home broadband internet services subscribed for the applicable Contract Period.
<b>Participants</b>	Shall mean the eligible participants of this Power-Up Campaign as described in Clause 2.2 of this Promotion Terms and Conditions.
<b>Promotion</b>	Shall mean the promotion set out in Clause 2 of this Power-Up Campaign Terms and Conditions.
<b>Power-Up</b>	Shall mean the speed upgrade described in Clause 3 of this Power-Up Campaign Terms and Conditions.
<b>Rebate Period</b>	Shall mean the corresponding rebate period based on the applicable Rebate described in Clause 3 of this Power-Up Campaign Terms and Conditions.

#### 2 Promotion

2.1 This Power-Up Campaign allows Participants to enjoy a speed Upgrade for the duration of the Upgrade Period during their Contract Period. After the expiry of the Upgrade Period, the Participant shall maintain the upgraded speed. This Power-Up Campaign shall run from 1 Jan 2024 and continue until a date as determined by ViewQwest (the “**Promotion Period**”).

2.2 In order to qualify for this Power-Up Campaign, the Participant must be:-

- (i) A new subscriber of any of the Eligible Plans; or
- (ii) An existing ViewQwest subscriber who is recontracting on any of the Eligible Plans. For the purposes of this Clause 2.2(a)(ii), “recontract” shall mean existing ViewQwest subscribers who recontract with ViewQwest within the last three (3) months of their existing contract period.

2.3 The Power-Up Campaign is subject to the following provisions:-

- (a) All Power-Up Campaigns are available during the Promotion Period only;
- (b) If the Power-Up Campaign consists of promotional rates, they will be applicable for the duration and in such a manner as set out in the Promotion. At the end of the duration set out in the Promotion, the promotional rates shall cease to apply and they will revert to the prevailing Charges (i.e. non-promotional Charges);
- (c) Power-Up Campaigns are not valid with other discounts, promotions, offers or special packages, unless specified by ViewQwest;
- (d) Power-Up Campaigns cannot be used to offset existing Charges or outstanding amounts due to ViewQwest;
- (e) Power-Up Campaigns are non-exchangeable for cash or kind, and are non-refundable and non-transferrable; and
- (f) In the event of any dispute in relation to this Power-Up Campaigns, ViewQwest shall have the sole discretion and determination in deciding such dispute which may include without limitation to the entitlement of the Promotion, and such decision shall be binding on the parties.

#### 3 Power-Up

3.1 ViewQwest will provide the Participant with the following Upgrades for the duration of the corresponding Upgrade Period during the Participant’s Contract Period:-

Internet Package	Contract Period	Upgrade
100Mbps, 300Mbps & 500Mbps for On-Net	12 months / 24 months / 36 months	Upgrade to 300Mbps / 500Mbps / 1Gbps for the entire contract
300Mbps & 500Mbps for Off-Net	24 months / 36 months	Upgrade to 500 Mbps / 800 Mbps for the entire contract.

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Notes:

- (i) These upgrades are only applicable for selected areas, and the Participant shall enquire about the availability of the upgrades should there be any questions or doubts in relation to the upgrades; and
- (ii) The Upgrade provided above may be revised by ViewQwest by providing notification to the Participant or made available on ViewQwest's website, and the Participant's continued use of the services upon the revised speed shall be deemed as acceptance. Should the revised speed not be acceptable to the Participant, the Participant may elect to terminate the contract without penalty by informing ViewQwest at least fourteen (14) calendars prior to the effective revised speed.

3.2 Upon signing up with ViewQwest:-

- (a) The upgraded speed will be reflected in the Participant's monthly invoice.
- (b) The Upgrade is exclusive of statutory taxes.
- (c) The Upgrade is applicable to the home broadband internet Charges of the Eligible Plan only and does not apply to any other add-on services.

**4 General:-**

- 4.1 In the event of any inconsistency between this Power-Up Campaign Terms and Conditions and any marketing or promotional material relating to this Power-Up Campaign, these Power-Up Campaign Terms and Conditions shall prevail.
- 4.2 ViewQwest reserves the right to revise these Power-Up Campaign Terms and Conditions (including pricing plans) at its sole discretion with or without prior notice. The Participant's use of the Services will constitute acceptance of these Power-Up Campaign Terms and Conditions and the amendments thereof.

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