

# PROMOTION TERMS AND CONDITIONS

#### PremierSaver Campaign

This PremierSaver 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: -

**Contract Period** Shall mean the applicable contract period of the Eligible Plan as subscribed by the Participant.

Eligible Plan Shall mean all ViewQwest home broadband internet services subscribed for the applicable Contract Period.

Participants Shall mean the eligible participants of this Promotion as described in Clause 2.3 of this Promotion Terms and

Conditions

**Promotion** Shall mean the promotion set out in Clause 2 of this Promotion Terms and Conditions.

## 2 Promotion

- 2.1 This Promotion is for the Participants to the Promotion as per provided in Clause 2.5 hereunder for the Services subscribed.
- 2.2 This promotion starts on 12 August 2024 and will continue until further notice from ViewQwest (the 'Promotion Period').
- 2.3 In order to qualify for this Promotion, the Participant must be: -
  - (i) A new subscriber of any of the Eligible Plans; or
  - (ii) An existing ViewQwest subscriber who is recontracting for the Eligible Plans. For the purposes of this Clause 2.3(a)(ii), "recontract" shall mean existing ViewQwest subscribers who recontract with ViewQwest within the last three (3) months of their existing contract period or other period as may be approved by ViewQwest.
- 2.4 The Promotion is subject to the following provisions: -
  - (a) All Promotions are available during the Promotion Period only;
  - (b) If the Promotion 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) Promotions are not valid with other discounts, promotions, offers or special packages, unless specified by ViewQwest;
  - (d) Promotions cannot be used to offset existing Charges or outstanding amounts due to ViewQwest;
  - (e) Promotions 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 Promotion, ViewQwest shall has 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.
- 2.5 Subject to availability, ViewQwest will offer the Participant with the following rates under this Promotion: -

On-Net Exclusive	300Mbps	500Mbps	1Gbps
12 Months	RM 118	RM 148	RM 198
24 Months	RM 108	RM 138	RM 188
36 Months	RM 98	RM 128	RM 178

Off-Net	1Gbps	
24 Months	RM 188	
36 Months	RM 178	



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Notes:

- (i) These promotions are only applicable for selected area and the Participant shall enquire the availability on the promotions should there is any question or doubt in relation to the promotions; and
- (ii) The Promotion provided above may be revised by ViewQwest by providing notification to the Participant or made available in ViewQwest's website and the Participant continue use of the services upon revised shall be deemed as acceptance. Should the revised Promotion is not acceptable by the Participant, the Participant may elect to terminate the Promotion item(s) without penalty by informing ViewQwest at least fourteen (14) calendars prior to the effective revised rate and the Services would be thereafter charged at the usual rate for the remaining term for the services.
- 2.6 Upon signing up with ViewQwest: -
  - (a) The Promotion will be reflected in the Participant's monthly invoice.
  - (b) The Promotion is exclusive of statutory taxes.
  - (c) The Promotion is applicable to the Eligible Plan only and does not apply to any other add- on services.
- 3.3 The Participant shall be subject to the penalty for a sum of RM 200.00 in addition to the early termination charges applicable as provided in the agreement for Services or General Terms and Conditions for the Services.

### 3 General

- 3.1 In the event of any inconsistency between this Promotion Terms and Conditions and any marketing or promotional material relating to this Promotion, this Promotion Terms and Conditions shall prevail.
- 3.2 ViewQwest reserves the right to revise this Promotion 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 this Promotion Terms and Conditions and the amendments thereof.

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