

Package Chosen

Rate Plan : _____

Contract Tenure : _____

Handset Model : _____

BlackBerry® Package : _____

Subscriber's Acknowledgement

I hereby agree with the terms and conditions stated above:

Signature : _____

Subscriber's name : _____

NRIC no. : _____

Phone no. : _____

IMEI no. : _____

Date : _____

For DiGi Use Only

Signature of DC/DSS Representative : _____

Name of DC/DSS Representative : _____

DC/DSS Chop : _____



**Always the
smarter choice**

Terms and conditions

1. Each subscriber is entitled to one handset offer only throughout the duration of the subscriber's subscription contract.
2. Existing subscribers are eligible for this promotion only if their account status remains active upon signing of the contract.
3. To entitle subscribers to enjoy this promotion, each subscriber's eligibility must be preapproved by DiGi.
4. During the twelve (12) or twenty-four (24) months contract period, DiGi reserves the right and shall have the absolute discretion to decide the eligibility of the subscribers for other promotional offers which may be offered from time to time.
5. These terms and conditions are subject to terms and conditions stipulated in the Registration Agreement signed between the subscribers and DiGi and any other additional terms and conditions, guidelines or rules applicable to the promotion which are and/or may be set out on www.digi.com.my from time to time. All such terms and conditions, guidelines or rules are hereby incorporated by reference into these terms and conditions.
6. All or any part of the promotion may be modified, withdrawn or supplemented by DiGi unilaterally at any time without any prior notice to subscribers. Subscribers are advised to constantly review DiGi website for the latest terms and conditions (in the event of any amendment made to these terms and conditions, if any).
7. These terms and conditions are also available in English/BM/Chinese. Please visit digi.com.my to view. In the event of any discrepancy, the English version shall prevail.
8. DiGi reserves the right and shall have the absolute discretion to choose the colour and/or to substitute the model of the handset given under the promotion, or replace it with another handset of equivalent retail value in the event that the advertised handset is not available at the point of redemption.
9. Handset model is subject to stock availability.
10. Upon signing of this offer, the subscriber agrees to subscribe to either DG Smart Plan™ for BlackBerry® or DG50/DG150 for a contract of either twelve (12) or twenty-four (24) months from the date of signing the contract. It is deemed a breach of contract should the subscriber terminate the subscription of the rate plan/downgrade/upgrade/change to other rate plan and/or request for a change of handset model prior to the contract maturity on either the 12th or 24th month.
11. In the event of breach of contract as stated under Clause 10 and/or in the event the service is terminated pursuant to Clause 10 herein contained, the subscriber shall be liable to pay an administration fee as imposed by DiGi and a penalty fee which will be calculated based on the difference between the handset retail price and DiGi Special Price during the promotion period. DiGi reserves the right and shall have the absolute discretion to determine the administration fee and/or to revise the amount of penalty fee and/or the formula of calculating the penalty fee from time to time.
12. DiGi reserves the right to suspend and/or terminate the service in the case of suspected commercial gain activity not limited to any voice and/or data services and promotions offered.
13. The subscriber shall not use the services with any unauthorised device or other ways which unfairly exploit the unlimited free voice and/or data usage (as and when it is made available by DiGi in any of its promotions, plans and/or packages) or spamming activities for the purposes of unauthorised reselling or commercial gain.
14. The subscriber hereby agrees, allows, consents and has no objection to DiGi extracting the Short Messaging Service (SMS) details or any other data required to be used as evidence in court and/or when necessary in the event of a suspected and/or proven misuse of the service for commercial gain purposes.
15. Risk of loss or damage to the handset is the responsibility of the subscriber upon physical delivery of the handset to the subscriber. DiGi shall only be liable for the quality and workmanship of the handset subject to the Limited Warranty provided.

LIMITED WARRANTY

The BlackBerry Handheld, the BlackBerry Cradle and other RIM hardware accessories, excluding external batteries and SIM cards, which are provided to YOU concurrently and in conjunction with the BlackBerry Handheld specifically for use with YOUR particular model of BlackBerry Handheld (which together comprise the BlackBerry Hardware), will be free from defects in workmanship and materials for a period that is the shorter of (i) one (1) year from the date that the new BlackBerry Handheld was first purchased by YOU as an original end-user ("YOU") and (ii) the period ending upon YOUR breach of the contract entered into between YOU and DiGi Telecommunications Sdn Bhd ("DiGi") in connection with the BlackBerry Solution (the "Warranty Period"). This Limited Warranty is not transferable. During the Warranty Period, the BlackBerry Hardware, or one or more of the BlackBerry Hardware components, will be repaired during the Warranty Period, the Warranty Period will expire, upon the later of the 91st day after repair or replacement or one year from the date of original purchase. This Limited Warranty for the Warranty Period shall be honoured by either RIM or DiGi. This Limited Warranty does not apply to normal wear and tear, or if any component of the BlackBerry hardware is opened or repaired by someone not authorised by DiGi, and does not cover repair or replacement of any BlackBerry Hardware damaged by: misuse, moisture or liquids, proximity or exposure to heat, accident, abuse, neglect, misapplication, or defects due to repairs or modifications made by anyone other than DiGi. This Limited Warranty does not cover physical damage to the surface of the BlackBerry Hardware, including cracks or scratches on the LCD screen. This Limited Warranty does not apply to any equipment other than the BlackBerry Hardware as defined in this Limited Warranty. For example, it does not apply to any external battery or SIM Card provided with YOUR purchase, rental, lease or other means of acquiring the BlackBerry Hardware, or any damage caused by the leakage or any other malfunction of an external battery, SIM Card, or any other accessory or peripheral equipment. This Limited Warranty also does not apply if the malfunction results from the use of the BlackBerry Hardware in conjunction with accessories, products, services or ancillary or peripheral equipment not expressly approved or provided by DiGi specifically for use with YOUR particular model of BlackBerry Handheld, and where it is determined by DiGi Telecommunications Sdn Bhd that such malfunction is not the fault of the BlackBerry Hardware itself. Additionally, if malfunction results from the failure of the user to abide by the Safety Information contained in the package with the BlackBerry Solution comprised of the BlackBerry Hardware, the BlackBerry Desktop Software, and the associated wireless data service and documentation (the "BlackBerry Solution"), the Limited Warranty may be void, and if it is not void, it shall not apply. Data backup is presumed to be the responsibility of the user of the BlackBerry Hardware. Neither DiGi nor the reseller or distributor through whom YOU purchased the BlackBerry Solution is responsible for data that may be damaged or lost at any time, including, without limitation data lost or damaged during the servicing of the BlackBerry Hardware, or through the use of synchronisation software. For this and other reasons, the BlackBerry Solution should not be relied upon for the transmission of data relating to emergency or life-threatening or mission-critical situations, and DiGi disclaims any liability on its behalf for events or damages resulting from such reliance or the failure of the wireless data service to perform or to be available for YOUR use of the BlackBerry Solution, including, without limitation, the lack of service coverage in the area in which YOU wish to use the BlackBerry Solution. DiGi will not be responsible for any warranties or guaranties provided by the dealer or any other party. Any repair or replacement pursuant to this limited warranty could be requested by YOU from DiGi.

REPAIR OR REPLACEMENT OF THE BLACKBERRY HARDWARE, AS PROVIDED HEREIN, IS THE EXCLUSIVE REMEDY PROVIDED TO YOU. THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED AND EXCEPT AS SET OUT HEREIN, ALL REPRESENTATIONS, WARRANTIES, ENDORSEMENTS AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF TITLE OR NON-INFRINGEMENT AND ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE HEREBY EXCLUDED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY AND/OR QUALITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE AND/OR ANY IMPLIED WARRANTY OR CONDITION OF NON-INFRINGEMENT. DiGi SHALL NOT IN ANY WAY BE LIABLE TO YOU AND YOU HEREBY WAIVE ANY INDIRECT, ECONOMIC, SPECIAL, COMMERCIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF BUSINESS REVENUE OR EARNINGS, LOST DATA, DAMAGES CAUSED BY DELAYS OR A FAILURE TO REALISE EXPECTED SAVINGS AND THE LIKE AND PERSONAL INJURY OR WRONGFUL DEATH DAMAGES) ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE BLACKBERRY HARDWARE, EVEN IF DiGi TELECOMMUNICATIONS SDN BHD ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION IS INTENDED TO APPLY AND DOES APPLY WITHOUT REGARD TO WHETHER SUCH DAMAGES ARE CLAIMED, ASSERTED OR BROUGHT IN AN ACTION OR CLAIM SOUNDING IN TORT (INCLUDING NEGLIGENCE) OR CONTRACT, OR UNDER WARRANTY, OR UNDER ANY OTHER LAW OR FORM OF ACTION. ANY EXTERNAL BATTERIES PROVIDED WITH THE BLACKBERRY HARDWARE ARE PROVIDED "AS IS" OR ARE SUBJECT TO THE LIMITED WARRANTY SPECIFICALLY APPLICABLE TO SUCH BATTERIES, IF ANY, AND ANY SIM CARDS PROVIDED WITH THE BLACKBERRY HARDWARE ARE PROVIDED AS IS, AND NEITHER EXTERNAL BATTERIES NOR SIM CARDS ARE, FOR PURPOSES OF THIS WARRANTY, PART OF THE BLACKBERRY HARDWARE. YOU ASSUME THE RISK OF USING ANY ACCESSORY NOT PROVIDED AS PART OF THE BLACKBERRY SOLUTION. IN NO EVENT SHALL DiGi'S LIABILITY TO YOU OR TO ANY THIRD PARTY CLAIMING THROUGH YOU OR ON YOUR BEHALF EXCEED THE PURCHASE PRICE OF THE BLACKBERRY HARDWARE YOU PURCHASED OR THE COST OF REPAIRING OR REPLACING THE BLACKBERRY HARDWARE, WHICHEVER IS GREATER. THE LIMITED WARRANTY WITH RESPECT TO THE BLACKBERRY DESKTOP SOFTWARE, TO ALL DOCUMENTATION AND TO ANY FIRMWARE RESIDING ON THE BLACKBERRY HARDWARE IS SET FORTH IN THE LICENSE AGREEMENT. THE LAW OF SOME COUNTRIES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS SO THE EXCLUSIONS OF WARRANTIES AND LIABILITIES SET OUT IN THIS LIMITED WARRANTY MAY NOT APPLY TO YOU IF YOU ARE A CONSUMER SUCH THAT YOU HAVE STATUTORY RIGHTS, WHICH PREVAIL.



Always the
smarter choice