

HELLOSIM FRIEND GET FRIEND PROGRAM

The HelloSIM Friend Get Friend Program (hereinafter referred as “**this Program**”) is subject to the following terms and conditions (collectively referred hereafter as “**T&Cs**”):

1. ORGANIZER

- 1.1 This Program will begin at **12.00am** hours on **1 January 2024** and (unless terminated earlier for reason stated in **section 4.2** below or any other provision under the T&C's) will end on **11.59am** hours on **31 December 2024** (both dates inclusive) (“**Program Period**”)

2. GENERAL PROGRAM DESCRIPTION

- 2.1 This Organizer provides opportunity for Referrer(s) to introduce their friend(s), colleagues and family members (collectively referred hereafter as “**Friend(s)**”) to subscribe to HelloSIM Prepaid Mobile Services, and subject to the T&Cs hereunder such Referrer(s) will be entitled to receive Cash Reward for Qualified Referral(s).

3. ELIGIBILITY OF REFERRER(S)

- 3.1 Participation in this Program is only open to individual person(s) that (i) resides in Malaysia; (ii) have attained a minimum age of 18; and (iii) are not be subjected to any prohibitions under the applicable Laws.

4. REWARD POOL

- 4.1 This Program offers total aggregate reward equivalent worth of **RM25,000-00** (referred hereafter as “**Reward Pool**”) to be given way by way of Cash Reward and Airtime Reward (as applicable) for Qualified Referral(s) subject to applicable provisions of this T&Cs.
- 4.2 If the Reward Pool is fully dissipated before the End Date following Qualified Referral(s) on first-come-first-serve basis, then this Program shall automatically terminate (without any obligation on the Organizer’s part to give prior notice) on such earlier date.

5. REFERRAL REWARD

- 5.1 The Referrer(s), for each of his/her Qualified Referral(s), shall be entitled to receive from the Reward Pool Cash Reward whereas his/her Referee(s) shall be entitled to receive Airtime Reward respectively.
- 5.2 In relation to **section 5.1**, the Cash Reward will be paid into e-wallet or bank account of the Referrer(s) choice whereas the Airtime Reward will be credited into his/her Referee(s) newly registered HelloSIM Account under this Program.
- 5.3 Further, in relation to **section 5.1**, for each Qualified Referral(s), the Referrer(s) shall only be entitled to receive the Cash Reward once notwithstanding the number of HelloSIM Account his/her Referee(s) may register with the Organizer. Likewise, the related Referee(s) shall only be entitled to receive the Airtime Reward once notwithstanding the number of HelloSIM Account(s) he/she registers with the Organizer.
- 5.4 The Organizer reserves the sole and absolute right to vary the Cash Reward and Airtime Reward or substitute the same at any time by giving prior notice in accordance to **section 10**.
- 5.5 The Cash Reward and Airtime Reward cannot be (i) auctioned, bartered or sold by the Referrer(s) or Referee(s) (as applicable); or (ii) used in conjunction with any other program or campaign of the Organizer or their affiliates.

5.6 The Cash Reward payable to the Referrer(s) for referral(s) and Airtime Reward payable to the related Referee(s) by the Organizer under this Program is conditional upon such referral(s) being Qualified Referral(s).

6. QUALIFIED REFERRAL(S)

6.1 For a referral(s) to be deemed a Qualified Referral(s) under this Program it must meet all the following pre-conditions:

- (a) that the referral(s) must originate from a Referrer(s) that is eligible in accordance to **section 3.1**;
- (b) that the referral(s) must result in successful registration of the referred Referee(s) as a HelloSIM Subscriber(s) with the Referee(s) activating the HelloSIM Card allocated by the Organizer;
- (c) that the Referrer(s) is fully compliant with all the T&Cs (as applicable) without limitation **section 7.1**;
- (d) that the referred individual(s) is/are not an existing HelloSIM Subscriber(s) prior to (i) the Program; or (ii) being referred by a Referrer(s) whether by the same or any other Referrer(s) during the Program Period; and
- (e) that the pre-conditions in **section 6.1 (a), (b), (c) and (d)** are met prior to dissipation of the Reward Pool or expiry/termination of this Program (whichever is earlier), and further there is no breach of **section 6.2** by the Referrer(s) and/or no decline/rejection of such referral(s) pursuant to **section 6.3**.

6.2 Referrer(s) undertakes that solicitation of potential Referee(s) shall strictly be conducted in a manner that is appropriate and customary for communications with Friends.

6.3 Referrer(s) acknowledge and agree that the Organizer reserve sole and absolute discretion to decline/reject any referrals of Referee(s), without any obligations to assign any reason thereto.

7. REFERRAL STEPS

7.1 In participating in this Program, each Referrer(s) shall adhere to all the referral steps as follow:

STEP 1

Referrer(s) accompanied by the Referee(s), visits any of the Organizer or Merchantrade's designated branches, and/or approaches any authorized sales staff of the Organizer or Merchantrade to facilitate the Referee(s) registration for HelloSIM Prepaid Mobile Services.

STEP 2

Referee(s) presents their original identification document to the Organizer or Merchantrade's sales staff (as applicable). For Referee(s) who are foreigners, they are required to produce the original copy of their passport and (as proof of the Referee(s) residential address) either one of the following documents: (i) Visa, (ii) letter of confirmation from the Referee(s) employer, (iii) copy of their remittance slip for money transfer transaction; or (iv) such other documents that the Organizer/Merchantrade (as applicable) may require.

STEP 3

Upon the Organizer determination to its satisfaction that the documentation under STEP 2 are in order, the Referee(s) will be registered as a HelloSIM Subscriber(s) with the Referee(s) given a HelloSIM Card and subject to completion of STEP 4 Airtime Reward will be credited into the Referee(s) newly registered HelloSIM Account.

STEP 4

Upon completion of STEP 3, in order to receive the Cash Reward, the Referrer(s) will be required to complete and submit the "HelloSIM Friend Get Friend Program" digital form (hereafter referred as "**Digital Form**") which is accessible online at [<https://forms.gle/vHekKJUsgTjURNc6>]

STEP 5

Subject to the Referrer(s) completing STEP 1 to STEP 4 including without limitation providing correct and accurate information in the Digital Form, the Cash Reward will be credited into the Referrer(s) e-wallet or bank account in Malaysia within 30 calendar days from completion and submission of the Digital Form.

8. DISQUALIFIED REFERRALS

8.1 Without limitation, any referral(s) by the Referrer(s) shall automatically be deemed disqualified under this Program with no entitlement to Cash Reward to the Referrer(s) nor Airtime Reward to the related Referee(s) if such referral **(i)** does NOT fulfill all the requirements in **section 6.1**; **(ii)** fail to comply with the requirements in **section 7**; **(iii)** the registration of Referee(s) to become a HelloSIM Subscriber(s) fails for any reason whatsoever or is denied after verification by the Organizer; and/or **(iv)** any actions or omission by the Referrer(s) is in breach of any provision in the T&Cs or is in violation of any applicable Laws.

9. PROHIBITIONS

9.1 Referrer(s) under this Program are prohibited from:

- (a)** violating any applicable Laws.
- (b)** infringing any intellectual property rights of the Organizer, Merchantrade or any other third parties.
- (c)** stalking, harassing or harming another individual(s).
- (d)** collecting, storing personal data of Referee(s), other Referrer(s) or any other individual(s).
- (e)** impersonating any person or misrepresent Referrer(s) identity.
- (f)** attempting to damage or undermine the legitimate operation of this Program.
- (g)** solicit potential Referee(s) in a manner which the Organizer deems at its sole and absolute discretion as unsolicited commercial email or spam without limitation infringing any anti-spam laws.
- (h)** making representation to potential Referee(s) which are false or inconsistent with the T&Cs.

10. VARIATION

- 10.1 Variation to Program.** The Organizer reserves the right as it deems fit to vary or change, cancel, terminate, withdraw, or suspend this Program and/or replace this Program with another similar program any time by giving 7 calendar days prior notice. Such variation, changes, cancellation, termination, withdrawal or suspension will be notified by posting on the Organizer's website page <https://www.hellosim.com.my>, <https://www.hellosim.com.my/friend-get-friend> or in any other manner as the Organizer deems fit.
- 10.2 Variation to Terms and Conditions.** The Organizer reserves the rights, upon giving reasonable notice, to amend the T&Cs (including but not limited to imposing limitation to the number of referral that Referrer (s) can refer) by giving prior 7 calendar days prior notice to the Referrer(s). Any amendments to this T&Cs will be notified by way of <https://www.hellosim.com.my>, <https://www.hellosim.com.my/friend-get-friend> or through the Organizer's communication channels.
- 10.3** In relation to **section 10.1** and **section 10.2** above, the Referrer(s) signify the Referrer(s) agreement to access the Organizer's website at regular intervals to view to ensure that the Referrer(s) keep up-to-date with any variations or changes which the Organizer may affect from time to time. The Referrer(s) agree that the Referrer(s) participation in this Program will constitute the Referrer(s) acceptance of the T&Cs (as varied from time to time).

11. ORGANIZER'S DECISION

- 11.1** All decisions made by the Organizer in relation to this Program shall be final, binding and conclusive under any circumstances, including without limitation in relation to the Organizer's right to (i) accept or reject any referral(s) from Referrer(s), (ii) determine whether the Referrer(s) or the Referee(s) are entitled to receive the Cash Reward and Airtime Reward (as applicable) and (iii) extend, shorten, discontinue, cancel, terminate or suspend this Program.
- 11.2** In order to ascertain whether or not the Referrer(s) and the Referee(s) are entitled to receive the Cash Reward or Airtime Reward (as applicable), the Organizer shall rely upon its own system to perform the necessary verification and determination in relation to the Referrer(s) and/or Referee(s) (as the case may be) and in the event of any dispute, the Organizer's decisions shall be deemed final.

12. DISCLAIMER AND EXCLUSION OF LIABILITY

- 12.1** The Organizer is not and shall not be held responsible for any delay, error or any other complication in the operation of this Program caused by or arising from breakdown, technical malfunction of any computer online system, servers or providers, computer equipment, software, technical problems and/or traffic congestion on the internet and/or at any web site or the telecommunications service or a combination thereof, including injury or damage to the Referrer(s) and/or Referee(s) or to any other person's computer or mobile phone related to and/or resulting from participating in this Program.
- 12.2** In no event will the Organizer and their respective affiliates, subsidiaries and related companies, their respective advertising or promotion agencies or their respective officers, directors, employees, members, shareholders, attorneys, representatives and agents (collectively, "Affiliates"), be responsible or liable for any damages or losses of any kind, including but not limited to Loss arising out of (i) the Referrer(s) participation in this Program, acceptance and/or use of the Cash Reward, (ii) acceptance of use of the Airtime Reward by the Referee(s) (iii) the Referrer(s) or Referee(s) participation in any Program related activity (iv) any cancellation, termination, withdrawal or suspension of this Program by the Organizer; (v) claims, demand, and damages in disputes among/between Referrer(s), Referee(s) and Friends; (vi) data corruption, theft, destruction, unauthorized access to or alteration or entry of other materials (vii) any printing, typographical, technological errors in any website or material associated with this Program.
- 12.3** The Organizer shall not be responsible and/or liable nor shall it accept any form of liability arising from or suffered by the Referrer(s) or Referee(s) resulting directly or indirectly from the Referrer(s) or Referee(s)

participation in this Program or otherwise unless such loss, damage or injury is caused by the Organizer's willful default or gross negligence. Further, the Organizer shall not be liable for any default of its obligation under this Program due to any FME.

13. INDEMNIFICATION

13.1 The Referrer(s) by participating in this Program undertakes to indemnify and hold harmless the Organizer, Merchantrade, their respective affiliates, subsidiaries and related companies, their respective advertising or promotion agencies or their respective officers, directors, employees, members, shareholders, attorneys, representatives and agents from and against any and all rights, demands, claims, causes of action, losses, damages, costs and expenses whatsoever that they may have, or which may arise, whether in whole or in part, and whether directly or indirectly arising out of the eligible Referrer(s) breach of any provisions of the T&Cs.

14. GENERAL TERMS

14.1 **Personal Data.** The Organizer reserves the right to collect, receive, use and retain (limited to the extent permitted under the Personal Data Protection Act 2010) any personal information or data for this Program. The Referrer(s) hereby consents without condition to the collection and use of his/her personal information for this Program. The Referrer(s) is deemed to have given the consent without condition to the collection and use of the personal information of the Referrer(s) for the purpose of facilitating this Program. The Organizer undertakes not to disclose or furnish the personal information of the Referrer(s) to any unrelated third parties save for purposes under this Program to their respective agencies and where required under the applicable Laws. The Referrer(s) hereby confirms that he/she has read, understood and agreed to be bound by the Privacy Notice of the Organizer. The Organizer's Privacy Notice can be found at <https://www.hellosim.com.my> For the avoidance of doubt, the Referrer(s) agrees that the said Privacy Notice shall be deemed to be incorporated by reference into this T&Cs.

14.2 **Anti-Corruption.** The Referrer(s) or any other person associated with or acting on behalf of any of the Referrer(s) shall (i) use any of its funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) make any direct or indirect unlawful payment to any foreign or domestic government/public official or employee from its funds; (iii) violate or shall be in violation of any provision of the Malaysian Anti-Corruption Commission Act 2009 (MACC Act 2009); or (iv) make any bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any other person associated with or acting on behalf of the Referrer(s) or any third party; or (v) offer to make, make, promise, authorize or accept any payment or give anything of value, including bribes, either directly or indirectly to any regulatory authority or anyone else for the purpose of influencing, inducing or rewarding any act, omission or decision in order to secure an improper advantage, or obtain or retain business. Any reference to MACC Act 2009 and shall include any amendments thereto and such regulation, guidelines, requirement and directive issued under the MACC Act 2009 from time to time.

14.3 **Governing laws.** The T&Cs shall be governed by and construed in accordance to the laws of Malaysia

15. DEFINITION AND CONSTRUCTION

15.1 Unless the context otherwise requires, the T&Cs terms below shall be defined as follows:

- (a) "Airtime Credit" means credit for voice and data communication in relation to HSPMS.
- (b) "Airtime Reward" means Airtime Credit worth **RM5-00** which will be credited to a Referee(s) newly registered HelloSIM Account following from a Qualified Referral(s) of the Referrer(s) subject to such applicable provisions in the T&Cs.

- (c) “**Cash Reward**” means a reward of **RM5-00** payable to eligible Referrer(s) for each Qualified Referral(s) subject to such applicable provisions in the T&Cs.
- (d) “**Calendar**” means Gregorian calendar.
- (e) “**Force Majeure Event**” or “**FME**” refers without limitation to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, pandemic, epidemic or any event beyond the control of the Organizer.
- (f) “**HelloSIM Prepaid Mobile Services**” or “**HSPMS**” means prepaid mobile services with value-added services (as applicable) offering of the Organizer, Valyou Sdn Bhd.
- (g) “**HelloSIM Card**” refers to Subscriber Identity Module allocated to HelloSIM Subscriber(s) to use the HSPMS.
- (h) “**HelloSIM Subscriber(s)**” means any individual/entity duly registered with active account for HSPMS.
- (i) “**HelloSIM Account**” refers to HelloSIM Subscriber(s) account with the Organizer.
- (j) “**Laws**” means the laws, regulations, policies, guidelines, directive, circulars, rules and requirements (whether or not having the force of law) in Malaysia governing the Organizer, Referrer(s) and/or Referee(s) (as may be applicable).
- (k) “**Loss**” refers to direct, indirect, special, incidental, punitive or exemplary losses and consequential damages, loss of profit, business or revenue; loss of goodwill; loss of opportunity; loss of operation time; loss of or corruption of data; wasted management of staff time, whether or not foreseeable, and whether or not the Organizer has been advised of the possibility of such loss or damages.
- (l) “**Merchantrade**” refers to Merchantrade Asia Sdn Bhd, an authorized dealer for HSPMS appointed by the Organizer.
- (m) “**Qualified Referral(s)**” means such referrals of Referee(s) by Referrer(s) under this Program that meets all the requirements stated and ascribed in **section 6.1**.
- (n) “**Referrer(s)**” means any participant(s) in this Program that meets all the conditions/requirements stated in **section 3.1**.
- (o) “**Referee(s)**” means any individual(s) referred by Referrer(s) for registration and activation of new HSPMS and such referrals must meet the Qualified Referral(s) pre-conditions ascribed in **section 6** and such other applicable provisions in the T&Cs. The term “**Referee(s)**” excludes any individual(s) who are existing HelloSIM Subscriber(s) prior to the Program or prior to them being referred by any Referrer(s) during the Program Period.
- (p) “**RM**” means Malaysian currency known as Ringgit Malaysia.

15.2 Except where the context otherwise requires or expressly stated otherwise, any reference in this T&Cs to: -

- (a) a **section** shall be construed as a section under this T&Cs;
- (b) reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended or re-enacted and must include all by-laws, instruments, orders, rules, and regulations made thereunder;
- (c) words importing the masculine gender shall be deemed and taken to include the feminine gender and neuter genders and the singular to include the plural number and vice versa;

- (d) words denoting an obligation on a Referrer(s) to do an act, matter or thing includes an obligation to procure that it be done or words placing a Referrer(s) under a restriction include an obligation not to permit an infringement of the restriction;
- (e) a reference to '**date**' or '**time**' is a reference to that date or time in Malaysia;
- (f) a "period of days" from the occurrence of an event or the performance of any act or thing shall be deemed to exclude the calendar day on which the event happens or the act or thing is done or to be done and shall be calculated from the calendar day immediately following such event or act or thing, and if the last calendar day of the period is not a bank business day in Kuala Lumpur, Malaysia, then the period shall include the next succeeding day which is a bank business day in Kuala Lumpur, Malaysia;
- (g) a "**month**" refers to month in accordance with the Gregorian calendar;
- (h) the titles and headings of sections of this T&Cs are solely for convenience of reference and will not be used in interpreting or construing the T&Cs;
- (i) In the event of any inconsistency between any section(s) in the T&Cs, the section which is most favorable to the Organizer shall apply.