

**Terms & Conditions T&C- T019**  
**iPhone 4 Promotion**

**SmarTone**

**1) Offer Details**

- 1.1 Customer (the "Customer") who purchase iPhone 4 and subscribe to a specified iPhone price plan listed in the Sales and Service Agreement shall be entitled to nominate a SmarTone postpaid plan mobile number (the "Nominated Number") for this iPhone 4 promotion.
- 1.2 The local voice calls made and received between the Customer and the Nominated Number is free during the 24 months promotional period (the "Promotional Period") commencing on the service subscription date.

**2) Offer Terms and Conditions**

- 2.1 The Customer shall not be entitled to the offer upon the occurrence of any of the following events before the expiry of the Promotional Period:
- a) if the Customer changes to a iPhone price plan which is not specified in the Sales and Services Agreement;
  - b) if the Customer changes the Nominated Number to SmarTone prepaid plan, non-voice centric price plans, including but not limited to Tablet, iPad and Wireless Fixed service or port out the Nominated Number to the other operator;
  - c) if the Customer disconnects the service mobile telephone service without reconnection within 90 days from the date of disconnection;
  - d) if the mobile telephone service is terminated/disconnected for whatever reason.
- 2.2 The Customer must use the Services with settings [including but not limited to the APN setting (only applicable to data services)] and devices specified by the Company. Customer can check with the Company's front-line staffs for the latest information on setting and devices. If the Customer does not follow this specification in the use of the Services, the Company has the right to forthwith suspend / terminate the Services without notice. Also the Company has the right to charge the Customer use of the Services at the Company's prevailing rate.
- 2.3 The Services shall not be used under any one of the following circumstances, including but without limitation (i) using the Services in any manner which adversely affects the Company's ability to provide, complete or maintain the level or quality of its network or other services; and (ii) in any manner which is designed to unfairly exploit the usage or to cause loss or damage to the Company such as using the Services for commercial purposes or reselling the Services.



- 2.4 To ensure the system resources of the Company's telecommunications network ("Network") is equitably allocated amongst users of the Services, the Company may monitor the Customer's usage of the Services. If the Customer fails to comply with any of the prohibitions specified in Clause 3.1 or Clause 3.2; or upon the occurrence of any one or more of the circumstances specified in Clause 3.1 or Clause 3.2; or if in the reasonable opinion of the Company, the Customer's use of the Services is excessive or unreasonable or adversely effects the Company's ability to provide, complete or maintain the level or quality of its Network or other services or to cause loss or damage to the Company, the Company may forthwith take such steps it considers reasonably necessary or appropriate including but not limited to restricting or limiting the throughput or amount of data transferred, suspending or terminating the Services to the Customer without notice. The Company also reserves the right to charge the Customer for any excessive usage of the Services at a rate specified by the Company.