

NEWS TABLET PACKAGE - TERMS AND CONDITIONS

Last updated on May 21, 2021

1. Participation in this subscription promotion is subject to the terms herein (the “Specific T&Cs”) and the Standard Terms and Conditions available above (the “General T&Cs”) and, together with the Specific T&Cs, the “T&Cs”). In the event of any inconsistency between the General T&Cs and the Specific T&Cs, the Specific T&Cs shall prevail.
2. This promotion is for SPH Media Limited (SPH Media) News Tablet Package (the “Package”) and is valid during the period commencing from 18 December 2020 to such date as may be determined by SPH Media in its sole and absolute discretion (the “Promotion Period”), for persons in Singapore who agree to subscribe for, and maintain their subscription in respect of, the Package for a minimum subscription period of 30 months (the “Minimum Subscription Period”), subject to the terms and conditions set out herein. This promotion is not valid with other promotions and bundle deals.
3. Eligibility

Subject to the following conditions, this promotion is open to all Singapore citizens and permanent residents and foreign workers who reside in Singapore and have work permits or passes which are valid for at least 30 months from the date of submission of the subscription application.

3.1. The following groups of subscribers (collectively, the “Eligible Subscribers”) are eligible for this promotion:

3.1.1. New subscribers (“New Subscribers”): Subscribers who do not currently have a subscription to the Package.

3.1.2. Vendor subscribers (“Vendor Subscribers”): Existing subscribers of any SPH Media publication who are currently paying their subscription fees to a newspaper vendor. Upon subscription under this Promotion, the newspaper vendor subscription will be converted into direct subscriptions with SPH Media.

3.2. The following groups of subscribers (collectively, the “Existing Subscribers”) are eligible for this promotion:

3.2.1. Existing subscribers who have subscribed for a SPH Media publication under an existing subscription plan (“Existing Subscription Plan”) with SPH Media which is renewed automatically on a monthly basis (“Existing Month-to-Month Subscribers”) may elect to retain their Existing Subscription Plan and subscribe for the Package. Please refer to paragraph 7.2(b) below for further details.

3.2.2. Existing subscribers who have subscribed for any SPH Media publication under an existing contract (“Existing Term Contract”) with SPH Media which has a minimum subscription period (“Existing Term Subscribers”) may elect to: (a) retain their Existing Term Contract and subscribe for the Package; or (b) request for an early termination of their Existing Term Contract and subscribe for the Package. Please refer to paragraphs 7.2(c) and 7.2(d) below for further details.

4. For information on when your subscription to the Package will commence, please refer to the breakdown below:

4.1. New Subscribers

4.1.1. For applications received through the SPH Media subscription platform, subscription in respect of the Package will commence on or around 2 working days after the subscription application is received by SPH Media.

4.1.2. For applications received through call-in, subscription will commence either 1st or 15th day of the upcoming month (subject to processing time of 7 – 9 working days).

4.2. Vendor Subscribers

4.2.1. For applications received from 1st – 15th of current month, direct subscription with SPH Media will commence on the 1st day of the next month.

4.2.2. For applications received from 16th – 31st of current month, direct subscription with SPH Media will commence on the 1st day of the following month.

4.3. Existing Subscribers

4.3.1. For applications received through the SPH Media subscription platform, subscription in respect of the Package will commence on or around 2 working days after the subscription application is received by SPH Media.

4.3.2. For applications received through call-in, subscription will commence either 1st or 15th day of the upcoming month (subject to processing time of 7 – 9 working days).

5. To qualify for a Samsung News Tablet Device (“Device”), you must:

5.1. take up a new subscription to the Package or, add on to your existing subscription package in accordance with the T&Cs;

5.2. agree to maintain your subscription to the Package without any change to your subscription package for the entire duration of the Minimum Subscription Period (where “Minimum Subscription Period” is defined in paragraph 2 above to mean the period of 30 months) applicable to your subscription; and

5.3. your duly completed subscription application form must be received by SPH Media during the Promotion Period.

6. SPH Media has the right to determine your eligibility for this promotion at its sole and absolute discretion and its decision thereon shall be final and binding. Each subscriber is eligible to receive one Device per subscription.

7. The Package is as follows:

7.1 Minimum Period of Subscription

30-months

7.2 Fees involved

(a) New Subscribers and Vendor Subscribers

New Subscribers and Vendor Subscribers can choose to pay their subscription fees for the Package *via* the following methods:

- (i) Monthly payments of S\$34.90 per month if the Device is the Samsung Galaxy Tab S6 Lite (LTE) model (inclusive of S Pen (in-box)) ("Samsung Galaxy Tab S6 Lite (LTE)") or S\$24.90/month if the Device is the Samsung Galaxy Tab A8 (Wi-Fi) model ("Samsung Galaxy Tab A8 (Wi-Fi)"); OR
- (ii) One-time upfront payment of S\$1,047.00 if the Device is the Samsung Galaxy Tab S6 Lite (LTE) or S\$747.00 if the Device is the Samsung Galaxy Tab A8 (Wi-Fi), for 30 months of subscription fees in respect of the Package. This upfront payment option is only available to subscribers who call in to SPH Customer Service.

(b) Existing Subscribers

Existing Month-to-Month Subscribers who elect to retain their Existing Subscription Plan and subscribe for the Package may choose to pay their subscription fees *via* the following methods:

- (i) Monthly payments of: (a) the prevailing monthly subscription fees in respect of their Existing Subscription Plan; and (b) an additional amount of S\$29.90 per month if the Device is the Samsung Galaxy Tab S6 Lite (LTE) or S\$19.90/month if the Device is the Samsung Galaxy Tab A8 (Wi-Fi); OR
- (ii) One-time upfront payment of an amount equal to the sum of: (a) 30 months of their existing subscription fees in respect of their Existing Subscription Plan; and (b) an additional amount of S\$897.00 if the Device is the Samsung Galaxy Tab S6 Lite (LTE) or S\$597.00 if the Device is the Samsung Galaxy Tab A8 (Wi-Fi), for 30 months of subscription fees in respect of the Package. This upfront payment option is only available to subscribers who call in to SPH Media Customer Service.

(c) Existing Term Subscribers who elect to retain their Existing Term Contract

Existing Term Subscribers who elect to retain their Existing Term Contract and subscribe for the Package may choose to pay their subscription fees *via* the following methods:

- (i) Monthly payments of: (a) the prevailing monthly subscription fees in respect of their Existing Term Contract; and (b) an additional amount of S\$34.90/month if the Device is the Samsung Galaxy Tab S6 Lite (LTE) or S\$24.90/month if the Device is the Samsung Galaxy Tab A8 (Wi-Fi) as the monthly subscription fees in respect of the Package; OR
- (ii) Monthly payments of the prevailing monthly subscription fees in respect of their Existing Term Contract and a one-time upfront payment of S\$1,047.00 if the Device is the Samsung Galaxy Tab S6 Lite (LTE) or S\$747.00 if the Device is the Samsung Galaxy Tab A8 (Wi-Fi) for 30 months of subscription fees in respect of the Package. This upfront payment option is only available to subscribers who call in to SPH Media Customer Service.

(d) Existing Term Subscribers who elect to request for an early termination

Existing Term Subscribers who elect to request for an early termination of their Existing Term Contract and subscribe for the Package may choose to pay the fees due *via* the following methods:

- (i) The early termination fees under the Existing Term Contract and monthly payments of S\$34.90/month if the Device is the Samsung Galaxy Tab S6 Lite (LTE) or S\$24.90/month if the Device is the Samsung Galaxy Tab A8 (Wi-Fi) as the monthly subscription fees in respect of the Package;
- (ii) One-time upfront payment of an amount equal to the sum of: (a) the early termination fees under the Existing Term Contract; and (b) an amount of S\$1,047.00 if the Device is the Samsung Galaxy Tab S6 Lite (LTE) or S\$747.00 if the Device is the Samsung Galaxy Tab A8 (Wi-Fi) for 30 months of subscription fees in respect of the Package.

This early termination option is only available to Existing Term Subscribers who call in to SPH Media Customer Service.

Subscribers who opt to make monthly payments of their subscription fees in respect of the Package (i.e. subscribers who choose options set out in paragraphs 7.2(a)(i), 7.2(b)(i), 7.2(c)(i), or 7.2(d)(i) above) shall collectively be referred to as the "Recurring Subscribers".

- 8. SPH Media has the right, in its sole and absolute discretion, to substitute the Device with another device of similar value.
- 9. Ownership

9.1. (Applicable only to Recurring Subscribers) All rights, title and interest in and to the Device shall pass to the Recurring Subscriber only upon (a) receipt by SPH Media of full payment of the subscription fees and applicable Package fees for the contractual period of 30 months and (b) satisfaction of the configuration requirements under paragraph 10 below (the "Configuration Requirements"). Otherwise, subject to paragraph 11.1, SPH Media retains all rights, title and interest in the Device provided to each Recurring Subscriber and the Recurring Subscriber agrees not to re-sell or assign his/her interest in the Device during such period. In the event that the Recurring Subscriber terminates the subscription to the Package before the expiry of the 30-month contractual period, the termination fees in paragraph 14 below shall apply.

9.2. (Applicable only to Recurring Subscribers) At the end of the 30-month contractual period and upon full payment of the subscription fees and applicable Package fees and provided that the Configuration Requirements are satisfied, the Device will be the sole and exclusive property of the Recurring Subscriber.

9.3. (Applicable to subscribers who choose the options set out in paragraphs 7.2(a)(ii), 7.2(b)(ii), 7.2(c)(ii) or 7.2(d)(ii) above) Subscribers who make payment of the subscription fees in respect of the Package via a one-time upfront payment and satisfy the Configuration Requirements shall own all rights, title and interest in the Device upon receipt of such one-time upfront payment by SPH Media and satisfaction of the Configuration Requirements.

9.4. Notwithstanding that the ownership of Device may be transferred to you in accordance with the terms herein, each subscriber acknowledges and agrees that SPH Media owns and

retains all rights and interest, including all intellectual property rights, in respect of the KNOX programme.

10. Redemption

10.1 The Device must be redeemed by subscribers through (a) the news tablet redemption centres designated by SPH Media or (b) the Home Delivery Service, in accordance with the instructions and terms as stated on the Gift Redemption Letter which you will receive within two (2) working days upon successful purchase of your subscription (for New Subscribers) or the date of commencement of your direct subscription with SPH Media to the Package (for Vendor Subscribers and Existing Subscribers), provided that you satisfy all relevant eligibility criteria. Devices which are not redeemed by you within four (4) weeks of the date of the Gift Redemption Letter (or such other period stated in the letter) will be forfeited. In such an event, for the avoidance of doubt, your obligations under the terms herein (including, without limitation, your obligation to maintain your subscription for the Minimum Subscription Period) will continue to apply in full.

10.2. Each Device must be configured by SPH Media, or an authorised personnel approved by SPH Media, at the point of redemption. The Device will not be released to a subscriber until the KNOX programme is fully configured and installed in the Device.

10.3. Subscribers may not configure the Device and install the KNOX programme on their own. Should subscribers refuse to allow the Device to undergo the configuration in accordance with paragraph 10.2 above, subject to paragraph 10.4 below, they will be deemed to forfeit their subscription to the Package and a cancellation and refund will be processed within the next seven (7) working days.

10.4. Any Device, once unsealed and opened in accordance with the instructions and/or agreement of a subscriber, is deemed to be purchased and redeemed by the subscriber and the Package may not be cancelled and refunded. All terms stated above will apply with immediate effect and, if the Configuration Requirements are not satisfied, then the subscriber will be deemed to have terminated his / her subscription to the Package before the expiry of the Minimum Subscription Period and will accordingly have to pay SPH Media the sums due under paragraph 16 below.

11. Loss and Damage

11.1. Subscribers shall assume and bear (a) the entire risk of loss and damage to the Device from any and every cause whatsoever and (b) any and all costs involved in repairing and/or replacing the Device on and from the time of redemption of the Device. No loss or damage to the Device or any part thereof shall impair any obligation of subscriber under the subscription, which shall continue in full force and effect through the term of the subscription contract.

11.2. In the event a subscriber loses the Device, he / she may make a written request for SPH Media to remotely lock the Device and restrict access to the KNOX programme embedded within the Device.

12. Where the Device is offered by SPH Media in connection with your subscription, the following additional terms apply:

- (a) The Device is only available whilst stocks last; strictly no exchange is allowed after the subscription application is submitted to SPH Media;

- (b) You agree and acknowledge that no representations or warranties of any kind, implied, express or statutory, including, without limitation, the warranties of non-infringement of third party rights, title, merchantability, satisfactory quality or fitness for a particular purpose, are given by SPH Media in respect of the Device. SPH Media will not entertain any requests to issue any refund or grant an exchange in respect of any Device that is found to be faulty or not fit for use, or for any other reasons; and
- (c) Device must be redeemed by subscribers in accordance with the instructions and terms as stated on the Gift Redemption Letter which you will receive within two working days upon successful purchase of your subscription (for New Subscribers) or the date of commencement of your direct subscription with SPH Media to the Package (for Vendor Subscribers and Existing Subscribers), provided that you satisfy all relevant eligibility criteria. Devices which are not redeemed by you within four (4) weeks of the date of the Gift Redemption Letter (or such other period stated in the letter) will be forfeited. In such event, for the avoidance of doubt, your obligations under the terms herein (including, without limitation, your obligation to maintain your subscription for the Minimum Subscription Period) will continue to apply in full.

13. Home Delivery Service

13.1. Subscribers may opt to redeem the Devices through the home delivery service (the "Home Delivery Service") for a fee of S\$15 per Device (the "Home Delivery Fee").

13.2. The service provider will arrange for the delivery within seven (7) working days from the date of purchase of the subscription. All queries to cancel or reschedule the appointment should be made directly to SPH Media Customer Service.

13.3. There will be a maximum of three (3) delivery attempts. If, at the sole discretion of the service provider, all three (3) delivery attempts are unsuccessful, you will be charged an additional fee of S\$15 per Device for any subsequent delivery attempts requested. There will be no refunds made for the delivery fees in respect of the unsuccessful delivery attempts.

14. Upon expiry of the Minimum Subscription Period, you agree that your subscription to the Package will continue in force on the then prevailing terms for such subscription until and unless you provide SPH Media with notice in writing that you wish to terminate in accordance with the said terms. Upon termination of your subscription to the Package after the expiry of the Minimum Subscription Period, the KNOX programme embedded within your Device will be removed within a period of four (4) weeks.

15. (Only applicable in respect of subscribers who have an Existing Subscription Plan or Existing Term Contract at the time of subscription for the Package) For the avoidance of doubt, if there is any inconsistency between the terms and conditions of the subscriber's existing subscription contract and the Specific T&Cs in respect of this Package, the Specific T&Cs shall prevail. If the subscriber's Existing Term Contract contains a minimum subscription period and provides that termination fees will be payable in the event of termination before the expiry of the minimum subscription period under that Existing Term Contract, the subscriber shall be liable to pay all the applicable termination fees under the Existing Term Contract and/or under these Specific T&Cs (as the case may be), in the event that the subscription is terminated prior to the expiry of the respective minimum subscription periods under the subscriber's Existing Term Contract and/or these Specific T&Cs.

16. Termination

16.1. If you terminate your subscription to the Package before the expiry of the Minimum Subscription Period for any reason whatsoever, or during the Minimum Subscription Period you fail to pay to SPH Media any sums as and when due and SPH Media exercises its rights under the Standard Terms to terminate your subscription, the following fees and charges shall also be due and payable by you to SPH Media upon notice by SPH Media:

(a) administrative fee of S\$20; and

(b) termination fees of S\$900 if the Device is the Samsung Galaxy Tab S6 Lite (LTE) or S\$600 if the Device is the Samsung Galaxy Tab A8 (Wi-Fi) model if the Minimum Subscription Period is thirty (30) months.

16.2. For the avoidance of doubt, if you terminate your subscription to the Package before the expiry of the Minimum Subscription Period, the fees in this paragraph 16 shall be due and payable by you. In the event of a termination of a subscription to the Package before the expiry of the Minimum Subscription Period for any reason whatsoever, (a) all of the subscriber's entitlements under the Package (including, without limitation, the Standard Product Warranty (as defined below)) will cease and (b) all amounts paid prior to the date of termination will be strictly non-refundable.

17. Unless SPH Media has stated expressly otherwise, each subscriber may only enjoy one Package at any time, which may not be applied in conjunction with any other promotions or offers. The subscriber acknowledges that the Device is provided in connection with the Package and undertakes not to sell, rent, lease and/or distribute the Device.

18. At any one time, there must not be more than two (2) existing SPH Media news tablet packages (across all publications) that are tied to one (1) billing address. However, SPH Media may, in its sole and absolute discretion, grant exceptions to the foregoing. Please contact SPH Media Customer Service if you have any queries.

19. SPH Media and/or our relevant service providers will verify your billing address at the point of redemption or, as the case may be, delivery of the Device. Your subscription will be terminated and you will not be entitled to redeem the Device if your billing address does not match your proof of residential address (as stated in your identification documents).

20. Warranty

20.1 The manufacturer of the Device provides a standard 12-month manufacturer product warranty (the "Standard Product Warranty") in respect of the Device and the subscriber is required to register and activate the warranty online at stsub.sg/warranty.

20.2. In the event that the Device is spoiled or defective during the warranty period under the Standard Product Warranty, the subscriber is responsible for bringing the Device and original redemption letter back to one of the service centres stated in the Gift Redemption Acknowledgement Letter.

20.3. All matters relating to the Standard Product Warranty are solely between the subscriber and the manufacturer and SPH Media will not be responsible for any discrepancies or changes (if any) in respect of the foregoing. SPH Media will also not be liable for any direct or indirect claims, actions, demands or complaints, or any liabilities, judgments, compounds, penalties, losses, costs, damages, expenses, personal injury or death in connection with the Standard Product Warranty.

20.4. In the event that the Device is lost or if you wish to replace the Device for any other reason, please contact SPH Media directly at 6388 3838 to purchase a new Device. The SPH Tab application and KNOX programme are only available on Samsung tablets issued by SPH Media and/or its authorised agents and service centres. SPH Media and/or its authorised agents and service centres will not be able to configure a tablet or device purchased through other channels, to include the SPH Tab application and KNOX programme on such tablet or device.

21. By subscribing for the Package, you agree and consent to the terms of our privacy policy as amended from time to time, available at https://corporate.sph.com.sg/legal/sph_privacy.html ("**Privacy Policy**"), and the terms of the Privacy Policy are incorporated into these Specific T&Cs by reference.

22. Subject to applicable laws, by subscribing for the Package, you further agree and consent:

22.1. that SPH Media and its related corporations shall have the right to manage features of the KNOX programme embedded within your Device, which includes, but is not limited to, the ability to: (a) make modifications and changes remotely to the configuration, deployment and management of the Device's interface, graphics, audio clips, editorial content, images and/or videos, and the scripts and software used to implement the KNOX programme; (b) remotely install applications (including applications from SPH Media and its related corporations and/or other third parties) on the Device; (c) make modifications and changes remotely to the wallpaper and lock screen image of the Device; and (d) send you advertisements, marketing information and other communications through alerts, push notifications or in any other form or media on your Device at any time and from time to time. If, during the Minimum Subscription Period, you fail to pay to SPH Media any sums as and when due, you consent and agree for SPH Media to remotely lock your Device and restrict access to the KNOX programme embedded within the Device.

22.2. to SPH Media and its related corporations, collecting, using and disclosing diagnostic, technical, usage and other related data or information, including, but not limited to, unique system or hardware identifiers and information about your Device, that is gathered periodically in an anonymised form in order to improve SPH Media's products and services, facilitate the provision of software updates, product support and for the purposes set out in the Privacy Policy.

The provisions of these paragraphs 21 and 22 shall also constitute your consent for the purpose of the provisions of the Spam Control Act (Cap. 311A), Computer Misuse Act (Cap 50A) and other applicable law, unless otherwise notified in writing by you in the procedure as determined by SPH Media from time to time, including as may be described in the Privacy Policy.

23. SPH Media and its related corporations shall in no way be responsible or liable for any loss (including, without limitation, any indirect or consequential loss and damages for loss of profits, business interruption or loss of information), liability, expenses, claims and costs arising out of or in connection with the Device, including, but not limited to, any actual or alleged injury, damage, death or other consequences occurring to any person as a result, directly or indirectly, of the possession or use of the Device whether claimed by reason of breach of warranty, negligence, product defect or otherwise, and regardless of the form in which any such claim is made, save for any liability that cannot be excluded by applicable laws (in which case that liability is limited to the extent allowed by applicable laws).

24. SPH Media may, at its sole and absolute discretion, vary, amend or revise the Specific T&Cs and/or terminate or withdraw this promotion at any time without prior notice.