

Viu x UnionPay Phase 2 Card Promotion Terms and Conditions (these "Terms and Conditions")

1. The Promotion-Period runs from 22 March 2024 to 31 January 2025 (both dates inclusive) (the "Promotion-Period").
2. This Offer is only available and valid for users of UnionPay cards, including all of UnionPay's debit cards and credit cards (each, a "UnionPay Card" and, collectively, the "UnionPay Cards") issued in Thailand by UnionPay International. ("UnionPay").
3. Subject to each customer's compliance with these Terms and Conditions, New Customers, Existing Customers, and Ex-Viu Premium Customers (defined below at Clause 9) who have never subscribed to any offers via debit or credit card before (collectively, "Customers"), and customers who have subscribed to the former UnionPay Phase 1 Card Promotion before, are entitled to subscribe to three (3) months of Viu Premium subscription at the price of 125 Baht for 2 consecutive billing cycles, and subscribe to the Viu Premium service at the monthly price of 55 Baht for 3 consecutive billing cycles, and subscribe to the Viu Premium service at the monthly price of 590 Baht for 1 billing cycle. (The "Offers") (inclusive of 7% VAT).
4. You may terminate the Offers at any time, including in the middle of the 2 or 3 consecutive billing cycles, and your Viu Premium subscription will continue to the end of your current billing cycle. Please note that, if you do choose to terminate the Offer in the middle of the 2 or 3 consecutive billing cycles, you will not be entitled to apply for or enjoy the same Offers again.
5. Each Viu ID or UnionPay Card number can subscribe to each of the Offers only once during the Promotion-Period. Once a Viu ID or UnionPay Card has been used to subscribe to the Offer during the Promotion-Period, it cannot be used a second time to subscribe to the same Offer.
6. You hereby acknowledge and understand that to be eligible for an Offer, you must subscribe for Viu Premium service within the Promotion-Period, and make payment via one of the UnionPay Cards to subscribe for the relevant Offer.
7. New Customers, Existing Customers, and Ex-Viu Premium Customers who have previously subscribed to any former special promotion(s) (including any special price offers that used to be available to New Customers), excluding customers who have previously subscribed to former UnionPay Card Campaign Phase 1, and paid for such promotion(s) using any UnionPay Cards processed through our Payment Gateway partner, Adyen N.V., will not be eligible to subscribe for this Offer. For the avoidance of doubt, New Customers, Existing Customers, and Ex-Viu Premium Customers who have previously subscribed to any former special promotion(s) (including

any special price offers that used to be available to New Customers) and paid for such promotion(s) using any UnionPay Cards processed through App Store or Google Play Store are still eligible to subscribe for the Offer.

8. The Offer does not come with a 7-days Free Trial.

9. Definitions for "New Customers", "Existing Customers" and "Ex-Viu Premium Customers" are as follows:

a. "New Customers" means a customer who has signed up for Viu and has obtained a Viu ID, and whose UnionPay Card number has never been subscribed for any Viu Premium standard packages or any former promotions (including any special price offers that used to be available to New Customers) prior to this Promotion.

b. "Existing Customers" means customers who have valid Viu Premium subscriptions at or during the time of subscribing for the Offers. For the avoidance of doubt, Existing Customer includes customers that are currently subscribed to Viu's Free Trial.

c. "Ex-Premium Customers" means customers who have previously subscribed to the Viu Premium service and/or Free Trial service, but such subscription has already ended.

10. Once you have subscribed to this Offer, your 90-day Viu Premium subscription will be automatically charged at the rate of THB 125 (inclusive of 7% VAT) and thereafter for another 1 consecutive billing cycle. You may terminate the Offer in the middle of such 2 billing cycles, as stated under Clause 4 above. After the 2nd billing cycle, if you do not cancel your Viu Premium subscription in accordance with Viu's Terms and Conditions (see Clause 14) at least one day before the end date of your 2nd billing cycle, you will automatically be charged the full standard amount of THB 395 (inclusive of 7% VAT) for a 90-day Viu Premium subscription. Such subscription will be automatically renewed on a 90-day basis at the 3-month subscription price of THB 395 until you provide us with instruction to terminate the subscription in accordance with the Viu's Terms and Conditions. Once you have subscribed to this Offer, your 30-day Viu Premium subscription will be automatically charged at the rate of THB 55 (inclusive of 7% VAT) and thereafter for another 2 consecutive billing cycles. You may terminate the Offer in the middle of such 3 billing cycles, as stated under Clause 4 above. After the 3rd billing cycle, if you do not cancel your Viu Premium subscription in accordance with Viu's Terms and Conditions (see Clause 14) at least one day before the end date of your 3rd billing cycle, you will automatically be charged the full standard amount of THB 149 (inclusive of 7% VAT) for a 30-day Viu Premium subscription. Such subscription will be automatically renewed on a 30-day basis at the monthly subscription price of THB 149 until you provide us with instruction to terminate the subscription in accordance with the Viu's Terms and Conditions.

11. The Offer is brought to you by PCCW OTT (Thailand) Company Limited (“PCCW” or “we” or “us”). UnionPay is not involved with the goods and/or service offered by PCCW. For enquiries relating to your subscription of Viu Premium services, please contact Viu at enquiry.th@viu.com or Viu Thailand’s Facebook Messenger.

12. PCCW is not involved in the products and/or services provided by UnionPay, including the eligibility, usage and other matters relating to the UnionPay Cards, and PCCW shall not be held liable for any damages and/or losses suffered by cardholders or Viu users in connection with the UnionPay Card. For queries or more information about the use of your UnionPay Card, please contact the issuing bank for your UnionPay Card.

13. PCCW reserves the right to determine the non-refund of any subscription fees that you have already paid or to refund or credit you for partial time periods or unused portions of your subscription, in all circumstances.

14. Your subscriptions of Viu Premium’s services are subject to Viu’s Terms and Conditions available at <https://www.viu.com/ott/th/en-us/copyright-statement/terms-and-conditions> (“Viu T&Cs”). By registering and using Viu Premium under the Promotion, you are deemed to have read, understood, and agreed to be bound by the Viu T&Cs and these Terms and Conditions. To the extent that there are any conflicts between these Terms and Conditions and the Viu T&Cs, these Terms and Conditions shall prevail.

15. The Offers cannot be used in conjunction with other PCCW and UnionPay promotional offers.

16. We reserve the right to amend these Terms and Conditions as well as to vary or terminate any part of this Promotion by providing you with a notice on the website or via any other means at least 7 days prior to the date of which such amendment or termination becomes effective. In the event that there is a dispute relating to or arising out of this Promotion, including your eligibility to enjoy the Offer under this Promotion, the decision of PCCW shall be final and binding.

17. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROMOTION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

18. To the maximum extent permitted by law, you acknowledge and agree that none of us or our affiliates shall be responsible or have any liability to anyone else for any dispute or claim that arises out of your participation in this Promotion.

19. You agree that this Promotion and these Terms and Conditions are governed, interpreted and enforced by the laws of the Kingdom of Thailand ("Thailand"), without regard to its conflict of laws principles. Any and all legal actions, claims or proceedings arising out of, or in connection with the Promotion and these Terms and Conditions must be brought in a court of competent jurisdiction in Thailand.

20. These Terms and Conditions are made in both Thai language and English language. Should there be any inconsistencies or conflicts between the Thai version and English version of these Terms and Conditions, the English version shall prevail.

21. PCCW reserves the absolute rights to exercise the discretion in determining and making decision on any and all disputes arising out of or in connection with this Promotion.

22. Land and Houses Bank Public Company Limited is not involved in this campaign privilege. If in doubt, please contact the service provider directly.