

Terms & Conditions: T&C-T45

“4.5G Birdie Unlimited Data Offer” Terms and Conditions

1. The “4.5G Birdie Unlimited Data Offer” for Birdie Mobile’s monthly plan provided by Birdie Mobile Limited (“the Company”) is applicable to new subscribers and pay the monthly fee by autopay continuously.

2. Customer shall be entitled to monthly fee discount and extra data every month (the “Offer”), upon successful subscription of a designated promotion code (UNLIMITED) under the specified monthly plans and payment by autopay continuously with the applicable Credit Card.

3. This Offer is applicable to the new subscribers and subscribe to the specified monthly plans and pay the monthly fee by autopay consecutively.

4. After the customer has successfully registered and activated the service under the specific monthly plan, the extra data Offer will be given to the Customer within 7 working days after the customer’s autopay settlement in the relevant month.

5. The customer must continuously subscribe to one of the specified monthly plans below to be eligible for the Offer:

a. The Birdie Mobile Unlimited Data Standard Monthly Plan (Monthly fee:

HK\$250/month) includes the following services: (i) 30GB of 4.5G 42Mbps local data per month, (ii) unlimited thereafter local data usage up to 21Mbps after the 30GB local data is fully consumed in the month, (iii) unlimited 4.5G 42Mbps local data during Owl Time (every day from 1:00a.m. to 6:00a.m.), (iv) unlimited local voice call

minutes per month, and (v) voicemail, call forwarding, call number display, call waiting and conference call.

The Offer includes: \$102 off monthly fee and extra 30GB data every month.

b. The Birdie Mobile 15GB Standard Monthly Plan (Monthly fee: HK\$200/month) includes the following services: (i) 15GB of 4.5G 42Mbps local data per month, (ii) unlimited thereafter local data usage up to 2Mbps after the 15GB local data is fully consumed in the month, (iii) unlimited 4.5G 42Mbps local data

during Owl Time (every day from 1:00a.m. to 6:00a.m.), (iv) unlimited local voice call minutes per month, and (v) voicemail, call forwarding, call number display, call waiting and conference call.

The Offer includes: \$80 off monthly fee and extra 15GB data every month.

c. The Birdie Mobile 9GB Standard Monthly Plan (Monthly fee: HK\$160/month) includes the following services: (i) 9GB of 4.5G 42Mbps local data per month, (ii) unlimited thereafter local data usage up to 2Mbps after the 9GB local data is fully consumed in the month, (iii) unlimited 4.5G 42Mbps local data during Owl Time (every day from 1:00a.m. to 6:00a.m.), (iv) unlimited local voice call minutes per month, and (v) voicemail, call forwarding, call number display, call waiting and conference call.

The Offer includes: \$62 off monthly fee and extra 7GB data every month.

#### 6. Limited Offer

- a. Customers who successfully register for designated Birdie monthly plans between 18 June 2026 to 30 June 2026 (both days inclusive) and successfully activate the service by 31 July 2026 will receive the "Birdie Summer Reward" ("8<sup>th</sup> Anniversary Rewards"), which includes in the form of redemption codes:
  - i. To enjoy an additional 28GB of local full speed data each month for 12 months (applicable to customers who register the above Birdie Mobile 30GB Standard Monthly Plan).
  - ii. To enjoy an additional 18GB of local full speed data each month for 12 months (applicable to customers who successfully register for the above Birdie Mobile 15GB Standard Monthly Plan).
- b. The Company shall deliver the redemption codes for the 8<sup>th</sup> Anniversary Rewards to customer's email address registered with the Company within two weeks after the service becomes effective ("Redemption Email"). Customer should make sure they can receive the Redemption Email from the Company.
- c. Customer shall redeem such 8<sup>th</sup> Anniversary Rewards in accordance with the terms and conditions as provided in such Redemption Email including but not limited to redeeming the code within 30 days of issuance of the Redemption Email within "Gift Box" of Birdie Mobile App.
- d. Once successfully redeemed, the Company shall issue a Birdie 8<sup>th</sup> Anniversary Reward to the customer's "Gift Box" within Birdie Mobile App on a monthly basis for twelve (12) continuous months so long as the customer is still using the eligible Birdie service plan according to Clause 4a at the time of the Company issuing the Birdie 8<sup>th</sup> Anniversary Reward during such continuous period. It is the customer's

sole responsibility to manage and timely activate such Birdie 8<sup>th</sup> Anniversary Reward at Birdie Mobile App. Only upon successful activation of such Birdie 8<sup>th</sup> Anniversary Reward the customer shall receive and use the additional local data as entitled hereunder until the end of that bill month (last day inclusive). Any unused data of that bill month shall be automatically forfeited.

- e. Each Birdie 8<sup>th</sup> Anniversary Reward issued has a validity of 90 days and shall automatically expire when lapsed and be removed from the customer's "Gift Box" within Birdie Mobile App.
- f. The Limited Offer and any unused Birdie 8<sup>th</sup> Anniversary Reward shall be forfeited and removed automatically upon any eligible Birdie service plan being terminated or disconnected for whatever reason. For avoidance of doubt, any customer switches to any ineligible Birdie service plan before the Company issuing of the next month's Birdie 8<sup>th</sup> Anniversary Reward shall forfeit his/her entitlement to the Limited Offer while keeping their unused Birdie 8<sup>th</sup> Anniversary Reward issued. Customers can still use the Birdie 8<sup>th</sup> Anniversary Reward issued before the expiry.
- g. All redemption codes under this Limited Offer are strictly for personal use by the same customer receiving codes. If the Company discovers or suspects that any person entitled participated in any illegal, fraudulent, deceptive or unfair behaviours or otherwise breaching the terms and conditions of the Company, the Company reserves the right to disqualify their rights to redeem, receive or use any offer, rewards or benefits and/or immediately suspend their account and/or take any other action it deems appropriate without notice.
- h. The Company reserves the right to make the final decision on this offer and any disputes, and may suspend or terminate the offer or change the terms and conditions of this offer without prior notice.
- i. The Company shall not be liable for any failure to enjoy the Limited Offer by the customer.

7. The Offer will be forfeited upon the occurrence of any of the following events:

- a. if the Customer changes to a student plan from standard monthly plan; or
- b. if the Customer changes to a service plan with a monthly fee lower than that of the monthly plan selected at the time of subscription; or
- c. the mobile telephone service of the mobile telephone number is terminated for whatever reason; or
- d. if the Customer changes to non-applicable Credit Cards; or

e. autopay is disabled or fails.

8. Quotas of the Offer are limited in availability and allocated on a first-come-first-served basis.

9. The Offer is valid from 1 June 2022 till 31 December 2026 (both dates inclusive). Code redemption after quotas used up or the expiry date of 31 December 2026 will not be accepted.

10. Each customer can only use the Offer once. Repeated use of the promotion code by the same customer (as determined by the customer's HKID/ passport number) will not be accepted.

11. Customers of the Birdie Mobile service cannot enjoy the Offer in conjunction with other offers, except for the Rewards for Referees under the Birdie-Get Birdie referral programme.

12. Customers who port in their existing number to the Company are advised to pay attention to the terms of their contracts with their current telecom service operator to avoid any penalties that may be imposed by their current telecom service operator.

13. In the event of the mobile number not being transferred to the Company's mobile service due to incomplete, wrong or false information provided by the customer or any grounds beyond the reasonable control of the Company, the Company has the right to cancel the relevant porting application. All offers will be forfeited without compensation and the Company shall not be therefor.

14. The Offer cannot be transferred to any third party and is neither refundable nor exchangeable for cash.

15. The Company's mobile service is subject to relevant terms and conditions. Please refer to <https://www.birdie.com.hk/mobile/tnc/> for details.

16. The Company reserves the right to make the final decision relating to the Offers and any dispute thereof and may change the terms and conditions without prior notice.

17. Notwithstanding any provisions of the applicable terms and conditions and/or service agreement, Birdie reserve the right to, with or without notice, terminate or suspend the Offer or the entitlement to

the Offer or terminate any service agreement with the Eligible Customer or disconnect, suspend or restrict the services in whole or in part for any reason until the earlier of the end of the service term or any renewed term (if any) or such other date which Birdie may determine: if (a) it is in the opinion of Birdie providing the Offer and/or the service would cause it to be in breach of any applicable law, requirement of any competent authority or internal policy; (b) the Eligible Customer's mobile service with Birdie has been suspended or otherwise terminated; (c) Birdie discovers or reasonably suspects that (i) any information which the Eligible Customer provides is inaccurate, incomplete, false or misleading in any respect; and/or (ii) the Eligible Customer might have participated in any illegal, fraudulent, suspicious, deceptive, abusive or unfair behaviours or reselling or otherwise breaching the terms and conditions of Birdie or applicable laws and regulations.

18. These terms and conditions have been translated into Chinese. If there is any contradiction or discrepancy between the English and Chinese versions, the English version shall prevail.

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