#### Definitions

"We," "Us" and "Our" refer to Challenger.

"Plan" refers to ValueClub Extended Warranty Plan.

"SRP" refers to sales retail price of equipment listed in the sales invoice or receipts (inclusive of GST).

"You" and "Your" refer to the purchaser of the ValueClub Extended Warranty Plan.

"Equipment" and "Device" refer to the equipment covered by the ValueClub Extended Warranty Plan.

"Manufacturer's Warranty" refers to the standard warranty by the manufacturer of your equipment.

"Repair Value" refers to the cost of the labour and parts of the repair carried out.

"Plan Term" refers to the coverage period of the ValueClub Extended Warranty Plan when it is still active.

#### **Basic Coverage (Extended Warranty Coverage)**

- The Plan provides coverage for the repair or replacement of the equipment listed on the sales invoice for electrical, electronic, or mechanical breakdown or defects only.
  - 1. The plan's coverage is capped to the purchase price listed in the sales invoice and shall be in accordance with the terms and conditions of the manufacturer's warranty of the equipment including any exclusion therein provided. Any fees not covered in the manufacturer's warranty will be paid by you.
  - 2. The period of the plan coverage will commence immediately after the expiry of the manufacturer's warranty, subject to the terms and conditions of the plan.
  - 3. Your plan confirmation will be provided to you at the time of purchase or sent to you automatically thereafter.
  - 4. The terms of this plan, the original sales receipt for your plan, and the plan confirmation are part of your service contract. You can find the price of the plan on the original sales receipt. Coverage under this plan is additional to the coverage provided under applicable mandatory laws, the manufacturer's hardware warranty.
  - 5. The warranty coverage for repairs includes the cost of labour and parts. For repairable devices, the repair costs will cover up to 100% of product purchase price. Parts repaired/replaced by manufacturers are subjected to their respective service warranty terms.
  - 6. In an event that the equipment is deemed beyond economic repair (such decision will be final), we will provide you with a replacement in the form of either (1) e-credit, with the value capped at a depreciation of 20% annually of the product purchase price, minus any repair value claimed previously OR (2) a refurbished model of similar specification with the replacement value capped at a depreciation of 20% annually of the product purchase price, minus any repair value claimed previously OR (2) a refurbished model of similar specification with the replacement value capped at a depreciation of 20% annually of the product purchase price, minus any repair value claimed previously. Upon acceptance of replacement, the extended warranty will expire immediately.
  - 7. Under no circumstance shall we be obliged to make any cash payment.

8. **Priority Repair** – Under the priority repair, repair or replacement services of this plan will be brought forward in the queue and completed first for members.

# • One Time Screen Crack Fees at \$100(ValueClub Extended Warranty bought before 31/8/23)

• Cracked screen replacement can only be claimed <u>ONCE</u> (Applicable for Laptops, Tablets, and Smartphones).

• This plan covers damage (exclude any form of scratches) to integrated LCD screens (exclude casing and glass) due to unintentional breakage, drops, falls, or other collisions.

• For a claim on screen crack made during the period of the manufacturer's warranty, we will conduct a basic diagnostic test and send the equipment to the manufacturer or its authorised repairer for screen crack repair/replacement. Charges for labour and parts will be borne by us. However, one time screen replacement fees at \$100 will be borne by you.

# • One Time Screen Crack Fees(ValueClub Extended Warranty bought after 30/8/23)

• Cracked screen replacement can only be claimed <u>ONCE</u> (Applicable for Laptops, Tablets, and Smartphones).

• This plan covers damage (exclude any form of scratches) to integrated LCD screens (exclude casing and glass) due to unintentional breakage, drops, falls, or other collisions.

• For a claim on screen crack made during the period of the manufacturer's warranty, we will conduct a basic diagnostic test and send the equipment to the manufacturer or its authorised repairer for screen crack repair/replacement. However, we will cover up to 85% and 15% will be borne by you (Including labour/parts).

#### • Power Surge Protection

Where your equipment is determined to be defective because of the manufacturer's defects in materials and workmanship that reveal themselves in normal usage and/or as a result of damage from a power surge occurring during the term of the plan, replacement parts covered may be restricted to refurbished or non-original manufacturer's parts that perform to the manufacturer's specifications for the covered equipment.

#### Making A Claim

1. If the equipment is under the manufacturer's warranty period, please contact the manufacturer or its authorised repairer directly.

- 2. If the manufacturer's warranty period for the equipment has expired, and the warranty is still in effect, please call Challenger Hotline: 6333 5858, Monday to Sunday, 11:00 am-9:00 pm (excluding PH) or email vew@challenger.sg for repair authorization.
- 3. Alternatively, you can visit Challenger Flagship @ Bugis Junction's service counter to submit a service request and leave your device. You must provide your equipment IMEI/Serial number and a copy of your plan's original proof of purchase if requested. Repairs done by other parties without prior authorization from us will not be covered and the plan will lapse.
- 4. All equipment failures must be notified to us within thirty (30) days; otherwise they will not be covered. You are advised to consult their manufacturer's instructions to determine if the failure to operate is due to uncontrollable circumstances. Otherwise a service and diagnostic fee may still be imposed even though the repair is not proceeded with. In such circumstances, the breakdown is not covered under the warranty and the cost of repairs will be charged accordingly.
- 5. Any false claim will be handed over to the police.
- Plan Coverage Value

The accumulated repair value undertaken by us under the plan shall not exceed the value of the purchase price paid by you while it is still in force. Upon which, the coverage will cease, and the plan will expire or lapse.

## **Scope of Warranty**

The plan is only applicable if all the following conditions are met:

- The plan is purchased directly from us.
- The registered equipment must be purchased in Singapore and for personal or office use only.
- The equipment comes with its respective manufacturer's warranty in Singapore for a minimum of twelve (12) months.
- The equipment can be repaired in Singapore.
- We reserve the right to vary or modify the terms and conditions of the plan at any time without prior notice.

### **Exclusions**

#### Exclusion applicable to the Plan:

- Damage or loss caused by willfully or recklessly including but not limited to the purposeful act of submerging the equipment into the water. Any forms of liquid damage.
- Damage or loss caused by willfully or recklessly including but not limited to the purposeful act of over-running, broken into half or pieces.
- Damage or loss caused by fraud and the execution of legal rights by the authorities of Singapore.
- Equipment still covered by the manufacturer's original written warranty, our original written plan warranty, repairers' warranty, or any other warranty in effect.
- Any defects that are subject to manufacturer's recall.
- Any normal wear and tear of the equipment which includes but is not limited to switches, latches, hinges, printhead, lamps, flash, touch light, film, rubber, waterproofing & sealing

material, ports (all types), dead pixel/spots on screens, burnt parts, cracked parts, or broken parts.

- Cosmetic, physical damage to external casing, chassis, paintwork, dents scratches or crack to the equipment including internally and externally.
- Repairs are done by a third party within or outside Singapore.
- Non-authorised modifications or add-on options made to the equipment, failure to follow manufacturer's installation, operation, or maintenance instructions; Repairs performed by any non-authorized repairer. Usage of non-manufacturer/original accessories that cause equipment damage.
- Damage or loss caused by devices viruses or caused by wrongfully uploading or downloading files, applications, or installing devices software.
- Any external devices and accessories which include but are not limited to a power adapter, power charger, power cord, cables, wires, cartridges, toners, external keyboard and stylus pen, remote control, and all types of batteries (including internal rechargeable batteries).
- Damage or loss caused by which includes but is not limited to spilled liquids, corrosion, battery/acid leakage, animal and insect infestation, misuse, neglect and abuse, fungi, dust, rust, fog, mist, and moisture.
- Equipment that has been diagnosed as not defective may be levied a service charge.
- Equipment used for commercial use, profit, or communal use for multi-family housing.
- All software issues.
- External faults such as wiring or electrical connection and consequential loss of any kind such as short-circuiting, overheating, and explosion.
- Any loss or damage to the equipment resulting from an act of god (including but not limited to, events such as earthquakes, tsunamis, war, invasion, the act of a foreign enemy, warlike operations, or civil war).
- Equipment was given to you as free gifts during sales or promotions without any coverage.
- Equipment with removed or altered IMEI/serial numbers. You must furnish us with the new IMEI/Serial number of the equipment replaced under the manufacturer's warranty within 30 days, failing which this warranty will be void.

### **Your Responsibilities**

To receive service or support under the plan, you agree to comply with each of the terms listed below.

- Provide your equipment serial number and a copy of your plan's original proof of purchase, if requested.
- Provide relevant and truthful information about the symptoms and causes of the issues with the equipment.
- Respond to requests for information, including but not limited to the (a) equipment IMEI number; or (b) model; or (c) version of the operating system and software installed; or (d) any peripherals devices connected or installed on the equipment; or (e) any error messages displayed; or (f) the actions which were taken before the equipment experienced the issue and the steps taken to resolve the issue.
- Proceed with instructions that we give you, including but not limited to refraining from sending equipment and accessories that are not subject to repair or replacement service.

- We will return your covered equipment or a replacement by the manufacturer as the equipment was originally configured, subject to applicable updates.
- Backup software and data residing on the equipment. The content and software of the
  equipment may be lost or reformatted during service. We will not be responsible for any
  damage or loss of any programs, data, or other information stored on any media or any
  part of any equipment serviced. We may install OS updates as part of the hardware
  service that will prevent the equipment from reverting to an earlier version of the said OS.
  Third-party applications installed on the equipment may not be compatible or work with
  the equipment as a result of the OS update. You will be responsible for reinstalling all
  other software programs, data, and passwords.

# **Our Obligation**

Our sole obligations are, subject to the exclusions and limitations, to repair the equipment with refurbished, used, or OEM parts (any brands/models) or replacement of an refurbished of equivalent model, whichever is applicable subject to replacement costs are capped at a depreciation of 20% annually of the product purchase price, minus any repair value claimed previously. We at our own discretion will authorize a third-party repairer to repair or diagnose the equipment if deemed necessary. We may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.

# Limitation of Liability

To the maximum extent permitted by applicable law, we and our employees will under no circumstances be liable to you or any subsequent owner of the covered equipment for any indirect or consequential damages, including but not limited to costs of recovering, reprogramming, or reproducing any program or data or the failure to maintain the confidentiality of data, any loss of business, profits, revenue or anticipated savings, resulting from our obligations under this plan. To the maximum extent permitted by applicable law, the limit of us and our employees and agents and liability to you and any subsequent owner arising under the plan shall not exceed the total repair value for the plan of your equipment. We specifically do not warrant that (i) We will be able to repair or replace the equipment without risk to or loss of programs or data, (ii) We will maintain the confidentiality of data, or (iii) that the operation of the equipment will be uninterrupted or error-free. This plan is not an insurance policy but provides for repairs for covered breakdowns and defects.

# **Termination of Plan**

The Contract will terminate if any of the following events occur, including but not limited to:

- Expiration of the plan; or
- When the accumulated repair value undertaken by us has reached the maximum; or
- When the equipment registered for the plan is lost or stolen due to causes excluded by the manufacturer's warranty; or
- Discovery of fraud or misrepresentation; or
- When this plan is found to go against the local law; or
- When there is a violation of the terms and conditions of the plan and the manufacturer's warranty; or
- Discovery of the wrong purchased plan during claim; or
- Disposal, subsequent sale, or repossession of the registered equipment

- 1-to-1 replacement of refurbished of similar specification (if deemed as beyond economic repair). Replacement value is capped at a depreciation of 20% annually of the product purchase price, minus any repair value claimed previously.
- Expiration of the plan will take place after the last day of coverage

## **General Terms**

- Together with the plan's certificate and invoice from us, these will form the entire agreement between you of this plan and us and no other oral or written representations are valid.
- In carrying out its obligations, we may, at our discretion and solely for the purposes of monitoring the quality of our response, record part or all of the calls between you and us.
- We are not responsible for any failures or delays in performing under the plan that is due to events outside our reasonable control.
- We have security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to us regarding the processing of data, and we will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the plan.
- There is no informal dispute settlement process available under this plan.
- The terms of the plan, including the original sales receipt of the plan and the plan confirmation, shall prevail over any conflicting, additional, or other terms of any purchase order or documentation or word of mouth, and constitute your and our entire understanding with respect to the plan.
- We are not obligated to renew this plan. If we do offer to renew this plan, we will determine the price and terms.

## **Personal Data Protection**

- You acknowledge and hereby agree that your personal data may be collected, used, and/or disclosed in accordance with our privacy policy. In particular, You consent to your personal data being disclosed to and used by us and/or a third party as per necessary. We may use the information we collect from you, for the following purposes but are not limited to:
- Enable your use of the services available on the Challenger website/App;
- Send you general (non-marketing) communications via e-mail;
- Facilitate our operations process;
- Verify your particulars for any warranty claims;
- Inform you about our repair services;
- Conduct investigations related to fraud or falsifying of information;
- Obtain information for marketing purposes, including (but not limited to) offers, promotions, and information about new goods and services via the following channels: e-mail, or telephone call; and
- Any other purposes related to the above.