



No stamp required if posted in Australia

Step 1: Tear off Application Form along perforation line.

Step 2: Moistened edges where indicated.

Step 3: Fold **C** over to meet **B** (do not staple).

Step 4: Fold **D** to meet **A** (do not staple).

Then return this envelope to the address marked. No postage is required if mailed within Australia.

TO RETURN THIS FORM ONCE COMPLETED



Telstra - Atlas
Reply Paid 299
BALLARAT VIC 3353

Delivery Address:
PO Box 299
BALLARAT VIC 3353



TELSTRA PAY TV SUBSCRIPTION TELEVISION TERMS AND CONDITIONS (CABLE)

1 General

- 1.1 This agreement sets out the terms and conditions on which you agree to acquire (and continue to acquire) Television Services from Telstra Pay TV.
- 1.2 These terms and conditions, the Pricing Guide, your Work Order (if applicable), your Application for Service (if applicable), and relevant provisions of the Telstra Rewards Packages terms and conditions contain the entire agreement of the parties with respect to their subject matter. They set out the only matters to be relied on by the parties and supersede all earlier conduct as between the parties.
- 1.3 Subject to clause 1.4, Telstra Pay TV will supply Television Services to you on condition that you are a customer of Telstra Rewards Packages.
- 1.4 If you cease to be a customer of Telstra Rewards Packages:
 - (a) in order to continue to be supplied with Television Services by Telstra Pay TV you must continue to acquire at least one Fixed Service, Mobile Service or Internet Service from Telstra Corporation; and
 - (b) you will not be entitled to a Telstra Rewards Packages discount on your Television Services.
- 1.5 If, at any time, you cease acquiring at least one Fixed Service, Mobile Service or Internet Service from Telstra Corporation, Telstra Pay TV will stop supplying you with Television Services.
- 1.6 To the extent that any of paragraphs 1.3 to 1.5 are inconsistent or conflict with any other paragraph of this agreement, paragraphs 1.3 to 1.5 will prevail.
- 1.7 For Telstra Pay TV to carry out its obligations under this agreement, you acknowledge that Telstra Pay TV may appoint Authorised Agents as its agents to perform some of its obligations under or in connection with this agreement.

2 Term

- 2.1 You agree to subscribe to Television Services from Telstra Pay TV for either a Term or a Monthly Term. You may subscribe for a Monthly Term if you had a FOXTEL Contract that was on a Monthly Term, otherwise you must subscribe for a Term.
- 2.2 On expiry of the Term, Telstra Pay TV will provide Television Services for a Monthly Term on the terms and conditions set out in this agreement.

3 Provision of Television Services

- 3.1 Telstra Pay TV will use reasonable skill and care in providing the Television Services.
- 3.2 Telstra Pay TV may vary content or transmission times of the Television Services, or stop providing one or more channels comprising the Television Services without notice.
- 3.3 Telstra Pay TV is not liable for any loss or disappointment you may suffer as a result of the exercise of Telstra Pay TV's rights under paragraph 3.2.
- 3.4 The Television Services are provided for private use only.
- 3.5 Subject to copyright laws, you must not copy any of the Television Services or split, redirect, redistribute or otherwise offer or supply any of the Television Services to any other place outside your private residence or to any person or entity, without Telstra Pay TV's written consent.
- 3.6 You must not:
 - (a) use any of the Television Services in a Public Viewing Area;
 - (b) connect any of the Television Services to any television or monitor in a Public Viewing Area (whether directly or indirectly by means of any device or otherwise);
 - (c) use or authorise the use of a Broadcast Decoding Device; or
 - (d) duplicate, alter, retransmit or redistribute any of the Television Services in any way, including but not limited to via the Internet.
- 3.7 If you breach paragraph 3.6, Telstra Pay TV reserves the right to terminate your Television Services without notice.
- 3.8 Telstra Pay TV aims to provide you with first-class service in all matters relating to the provision of your Television Services. To enable this to be achieved, your telephone calls to Telstra Pay TV or any of its Authorised Agents may be monitored to ensure that all such calls are handled with expedition, efficiency and courtesy.
- 3.9 You may suspend your receipt of the Television Services once in any 12-month period for a minimum of 1 month and a maximum of three months from the requested date, subject to payment of any fee and any outstanding balance on your Bill. You must provide a reactivation date to Telstra Pay TV at the time of the requested suspension. You authorise Telstra Pay TV to automatically reactivate your Television Services from the reactivation date and, if you pay for your Television Charges via direct debit from your bank, you authorise Telstra Pay TV to automatically recommence deducting your Television Charges from your account from the reactivation date. Your Term will be extended by the period of the suspension.
- 3.10 Telstra Pay TV may pay a commission to any person who introduces you to Telstra Pay TV.

4 Upgrades/Downgrades

- 4.1 You may upgrade or downgrade your Subscription Television Service by telephoning Telstra Pay TV on 1800 882 370. For the avoidance of doubt, if you downgrade your Subscription Television Service, you must still continue to acquire at least the Essentials Package from Telstra Pay TV.
- 4.2 If you decide to upgrade your Subscription Television Service, you will be charged the increased Television Charges from the date you nominate as the date of your upgrade to the date of a subsequent downgrade. These charges will be included on your Bill.
- 4.3 You may, subject to availability and the following conditions, upgrade to:
 - (a) the following Subscription Television Services by calling 1800 882 370:
 - (i) ADULTS ONLY – Adults Only programming is rated R. A parental lock facility is available; and/ or
 - (ii) SPORTS PLUS – Refer to the Pricing Guide for package pricing. Options: (1) Advance pass: the up-front payment is non-refundable and non-transferable. Automatic renewal to the 12-month pass will apply from the anniversary of the AFL season unless you tell us prior that you do not wish to renew. (2) 12-month pass: Automatic renewal of your 12-month pass will apply from the anniversary of the AFL season or booking, whichever is the later, unless you tell us prior you do not wish to renew. A \$20 cancellation fee applies if you cancel the 12-month pass. (3) Season pass: Automatic renewal of your season pass will apply from the anniversary of the AFL season or booking, whichever is the later, unless you tell us prior you do not wish to renew. A \$20 fee applies if you cancel the season pass. (4) Monthly pass: month-by-month subscription;
 - (b) ADULTS ONLY (nightly) on a pay per view basis by calling 131 999. Adults Only programming is rated R. A parental lock facility is available; and
 - (c) MAIN EVENT by calling 131 999. Prices for the Events are set out in the Magazine and at www.foxtel.tv. Cancellations will only be accepted if received by 11pm (AEST) on the day prior to the broadcast of the Event. To be eligible for the early booking price as advertised in the Magazine and at www.foxtel.tv, you must book more than five days before the first broadcast of the Event.

The Event(s) are subject to change. Telstra Pay TV reserves the right to cancel one or more of the Event(s).

5 Equipment

- 5.1 Telstra Pay TV permits you to use the Equipment only in accordance with the terms and conditions of this agreement. You do not own the Equipment. Telstra Pay TV may add or substitute the Equipment at its absolute discretion. You must not remove any marking on the Equipment. You may only use the STU remote control in relation to the STU.
- 5.2 If you do not have an existing FOXTEL Contract when you sign the Work Order, you acknowledge that the work detailed on the Work Order was carried out to your satisfaction, that the Equipment, the smart card and the Facilities were in working order at the date of installation and that you approve the quality of reception of the Television Services.
- 5.3 If you have an existing FOXTEL Contract, you acknowledge that the Equipment, the smart card and the Facilities are in working order and that you approve the quality of reception of the Television Services.
- 5.4 You must provide a suitable place and conditions for the Equipment. You must keep the Equipment in good and useable condition at all times (fair wear and tear excepted) until returned to, or collected by, Telstra Pay TV.
- 5.5 You must not connect more than one television set to any outlet installed by Telstra Pay TV.
- 5.6 Only Telstra Pay TV can authorise the removal, repair or maintenance of the Equipment. No person (including you) is allowed to remove the Equipment or repair, maintain or interfere with or make connections or disconnections to the Equipment, including in relation to fly cables, the STU location, STU set up parameters or STU channel number frequency parameters, without prior authorisation from Telstra Pay TV. You must not damage or abuse the Equipment.
- 5.7 You must, as soon as possible, notify:
 - (a) Telstra Corporation on 1800 882 370 of any changes to the details in the Work Order; and
 - (b) FOXTEL on 131 999 if there is any problem with the Equipment or Facilities, or if the Equipment or Facilities are damaged, stolen, lost, destroyed, or interfered with in any way.

6 Facilities

- 6.1 Telstra Pay TV will install the Facilities to your home and maintain those Facilities while you receive your Television Services. Telstra Pay TV may engage agents to perform these obligations. You will be liable for the cost of any third-party services that may be required in connection with the installation of the Facilities to your home (for example, plumber or electrician). Telstra Pay TV or its Authorised Agents will notify you if those services are required.
 - 6.2 Telstra Pay TV or its Authorised Agents will agree with you the date on which the Facilities will be installed. Telstra Pay TV or its Authorised Agents will try to keep to the agreed date, but neither Telstra Pay TV nor its Authorised Agents will be liable for any loss you may suffer if it fails to do so. If you require Telstra Pay TV to reschedule your proposed installation date more than twice without giving reasonable notice, then Telstra Pay TV or its Authorised Agents may charge you a fee as set out in the Pricing Guide and Telstra Pay TV will be entitled to terminate this agreement without any further liability to you.
 - 6.3 Telstra Pay TV or its Authorised Agents will try to install the Facilities to your home in the way you would like but, for technical and commercial reasons, Telstra Pay TV has the final decision on installation, for example, the position of any connection point or cables.
 - 6.4 Telstra Pay TV cannot guarantee that the Facilities will be fault-free. If you experience a problem with the Facilities, you should report it by telephoning 131 999. If you report a fault and Telstra Pay TV or its Authorised Agents find there is no fault or the fault was not caused by Telstra Pay TV or its Authorised Agents, Telstra Pay TV may charge you for any work it has done to try to find the fault or repair it.
 - 6.5 You must provide Telstra Pay TV or its Authorised Agents with safe access to your home, including after the termination of the Television Services, to install, maintain, use, remove, repair or replace the Equipment and Facilities. You promise Telstra Pay TV that you are the owner of your home or are the lawful occupier of it and that you have obtained any necessary permissions and authorisations to allow Telstra Pay TV to install, maintain and remove the Facilities.
 - 6.6 If you suffer financial loss or damage in relation to your home because of anything done by Telstra Pay TV or its Authorised Agents in the installation, maintenance or removal of the Facilities, compensation may be payable to you under clause 42 of Schedule 3 of the Telecommunications Act 1997.
 - 6.7 You must indemnify Telstra Pay TV or its Authorised Agents against any liability Telstra Pay TV may incur to any person with an interest in your home in connection with the installation, maintenance or removal of the Facilities.
 - 6.8 You must meet the reasonable requirements of Telstra Pay TV or its Authorised Agents about the safety of its installation, disconnection and maintenance personnel in your home.
 - 6.9 You authorise Telstra Pay TV or its Authorised Agents, on your behalf, to arrange with a third party to disconnect your Television Services from any network operated by a third party, any service or cable provided to your home.
 - 6.10 You may be charged the costs of removal if you require Telstra Pay TV to remove any part of the Facilities. Subject to paragraph 6.6, Telstra Pay TV is not obliged to repair any damage to your home or property caused by the removal of the Facilities.
 - 6.11 You may be charged a fee by Telstra Pay TV if you require any part of the Facilities or Equipment to be relocated.
- 7 Ownership and Use of the Facilities**
- 7.1 The Facilities and the smart card do not belong to you. You must ensure that no damage is done to any Facilities or to the smart card, except for fair wear and tear.
 - 7.2 You must not use or permit anyone else to use any Facilities or the smart card without the permission of Telstra Pay TV. Telstra Pay TV permits you to use the Facilities and the smart card to receive Television Services from Telstra Pay TV in accordance with this agreement.
 - 7.3 You must not remove any marking on the Equipment, smart card or Facilities.
 - 7.4 You must provide a suitable place and conditions for the Facilities. You must provide electricity and power points for the Facilities and Equipment at your own expense.
 - 7.5 If you do not own your home, you must use your best endeavours to ensure that the owner of your home complies with this agreement, and you must notify the owner of the terms of this paragraph 7. If your home is sold, you must use your best endeavours to ensure that the purchaser agrees to observe the terms of paragraph 7 (including this paragraph 7.5) of this agreement. In particular, you must notify the purchaser that the Facilities are not your property. This paragraph 7.5 applies to the first and any subsequent sale.

8 Charges and Payment

- 8.1 The Television Charges relate to your Subscription Television Services only. If you are being supplied the Open Broadcast Services, these are supplied to you at no further charge.
- 8.2 Telstra Pay TV can change its Television Charges at any time. Telstra Pay TV will give you at least 4 weeks advance notice of any change in your Television Charges. Your continued subscription to the Television Services will be taken to be acceptance of any such change. If you do not agree with the change in Television Charges, you may terminate your Television Services before the effective date for the change in Television Charges, in which case you will not be charged the Early Termination Fee.
- 8.3 You must pay Telstra Pay TV the Television Charges for which you are liable and that are set out in the Pricing Guide. Telstra Pay TV's records are sufficient evidence of the amount payable by you unless they are shown to be incorrect.
- 8.4 You acknowledge that Telstra Corporation, as Telstra Pay TV's agent, will issue a Bill to you for your Television Charges on a regular basis, and may issue an interim Bill at any time.
- 8.5 You agree to pay Telstra Corporation, as agent for Telstra Pay TV, the Television Charges that are set out in your Bill. Telstra Pay TV may round off the Television Charges to the nearest whole cent (0.5 cents will be rounded up). If the amount payable in a Bill is not a multiple of 5 cents the amount may be rounded down by Telstra Pay TV to the nearest multiple of 5 cents.
- 8.6 If an amount remains unpaid after the due date on the Bill:
 - (a) Telstra Pay TV may:
 - (i) suspend or limit your Television Services until the payments have been made; and/or
 - (ii) disconnect your Television Services;
 - (b) you are liable to pay an administrative fee. The amount of the fee payable by you will be notified by Telstra Pay TV to you from time to time on your Bills or by another means of notification. Telstra Pay TV may choose to waive the administrative fee in its absolute discretion; and
 - (c) you are liable to pay interest on that amount until it is paid in full. The rate of interest is the Reserve Bank's Official Cash Rate (as published in The Australian Financial Review) plus 5% per annum.
- 8.7 If your Television Services are cancelled, suspended or disconnected, you remain liable for liabilities incurred before the cancellation, suspension or disconnection.
- 8.8 If Telstra Pay TV suspends or disconnects your Television Services, Telstra Pay TV may reconnect you upon payment of any outstanding amounts. However, if Telstra Pay TV agrees to reconnect your Television Services, you will be required to pay your Television Charges in accordance with paragraphs 8.3 and 8.5 and you may be required to pay a reconnection fee. In the case of reconnection pursuant to this paragraph, this agreement will continue in force as if your Television Services had not been interrupted.
- 8.9 Telstra Corporation, as agent for Telstra Pay TV, will make every endeavour to bill charges incurred during a Billing Cycle on the first Bill issued to you after the end of that Billing Cycle. However, where this is not possible, Telstra Pay TV reserves the right to include charges incurred during a Billing Cycle on the second or any subsequent Bill issued to you after the end of that Billing Cycle.
- 8.10 If you have a credit balance of \$5 or less in any Telstra Pay TV account, that amount will only be forwarded to you if you make a request in writing.
- 8.11 If any amount payable by Telstra Pay TV to you is not paid because:
 - (a) Telstra Pay TV is unable to locate you; or
 - (b) you have been notified by Telstra Pay TV but have not claimed the relevant amount; or
 - (c) you are otherwise unable to be paid by Telstra Pay TV, and is not claimed by you within 360 days from the due date, that amount ceases to be owed by Telstra Pay TV except on demand by you.
- 8.12 If GST is imposed on any supply made by Telstra Pay TV under this agreement, you must pay to Telstra Pay TV, in addition to any GST exclusive consideration payable, or to be provided, by you under this agreement for the supply, an additional amount for the supply calculated by multiplying the prevailing GST rate by the GST exclusive consideration for the relevant supply payable, or to be provided, (without any deduction or set-off) under this agreement. Any amount payable by you under this paragraph is payable upon demand by Telstra Pay TV whether such demand is by means of an invoice or otherwise.
- 8.13 To the extent permitted by law, any proceedings by you for relief on the basis that:
 - (a) the Television Charges on your Bill are allegedly incorrect on any basis whatsoever, can only be brought if filed within 12 months of the due date for payment of that Bill; or
 - (b) you should have received a refund of any alleged overpayment can only be brought if filed within 12 months of the date of the alleged overpayment.

9 If you breach this agreement

- 9.1 In addition to any other rights it may have against you pursuant to this agreement, Telstra Pay TV can suspend or terminate its obligations under this agreement at any time by prior notice to you if:
 - (a) you breach any of the terms or conditions of this agreement; or
 - (b) Telstra Pay TV believes that the Television Services are being used in a way forbidden by this agreement; or
 - (c) Telstra Pay TV forms the view on reasonable grounds that you have engaged in conduct that is unlawful or causes genuine distress to any member of Telstra Pay TV's staff or representatives or Authorised Agents in connection with this agreement; or
 - (d) a Regulatory Event occurs.
 - 9.2 If Telstra Pay TV suspends its obligations under paragraph 9.1 and the suspension continues for at least 30 days, Telstra Pay TV may terminate its obligations under this agreement by notice to you.
- 10 Ending this agreement**
- 10.1 Either you or Telstra Pay TV can terminate this agreement during the Term or Monthly Term by notice to the other party.
 - 10.2 In addition to any other rights Telstra Pay TV may have against you pursuant to this agreement, if you subscribe to Television Services for a Term and if before the end of the Term, this agreement is terminated under paragraphs 9.1(a), 9.1(b) or by you under paragraph 10.1 and you do not within four weeks acquire services equivalent to the Television Services from FOXTEL, you must pay Telstra Pay TV the Early Termination Fee.
 - 10.3 On termination of this agreement, you must pay your Television Charges in full for the current Billing Cycle in accordance with paragraph 8 on a pro rata basis to the date you stop receiving the Television Services. You must also pay any other fees or charges (including any applicable Early Termination Fee) for which you are liable to the date you stop receiving the Television Services.

