



# Important info about your service and privacy.

This guide covers your Foxtel from Telstra service agreement and privacy statement.

[Learn more >](#)



# What's inside.

Now you've got Foxtel from Telstra, you'll need to know the ins and outs of the Agreement you have entered into. Read on for a clear outline of your entitlements, our responsibilities to each other and other important information.

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## 01 Introduction

- 01.01 This Agreement is a contract between you and us and is made up of a number of documents which you should already have:
- the terms set out here;
  - the Installation Terms;
  - the Critical Information Summary; and
  - the Installation Guide (where applicable).
- 01.02 Together, these documents are the terms on which we'll provide your Service, and install and maintain the Equipment and Infrastructure.
- 01.03 This Agreement starts when you agree to take up the Service with us, either over the phone or in person. You need to comply with this Agreement if you want to receive the Service.

## 02 The Service and you

This section tells you about the Service you've ordered from us. It includes details about how we can change the Service and about how you can change your Programming Package. You may also receive Third Party Services including as part of a Content Bundle, through your iQ Box. However, these do not form part of the Service that we provide to you.

### How we provide the Service

- 02.01 We provide the Service to you under the terms of this Agreement.

### The Term

- 02.02 We'll provide the Service to you for:
- the Set Term; or
  - a Monthly Term (if you didn't agree to a Set Term at the start of this Agreement, or when the Set Terms ends as described under 03.03 below), unless this Agreement ends earlier.

### Extending the Set Term

- 02.03 Once the Set Term ends, we'll continue providing you with the Service on a Monthly Term under the terms of this Agreement.

### Activating the Service

- 02.04 Activation of the Service may be delayed for up to two days if you were receiving a subscription television service from Foxtel or another Foxtel provider immediately before the start of this Agreement.

### When you want to change the Service or Content Bundles

- 02.05 For Services or Content Bundles (or Third Party Services as part of a Content Bundle) taken up from 29 October, you can:
- upgrade or downgrade your Service at any time (for a minimum term of one month) as long as you always have the Foxtel Plus Package.
- 02.06 For existing customers who have taken up services between 3 November 2014 and 29 October 2019 you can:
- add Extra Packages and Stand-alone Channels to your Entertainment Based Programming Package at any time (for a minimum term of one month);
  - remove Extra Packages and Stand-alone Channels at any time (subject to paragraph 03.07), as long as you always have the 'Entertainment' Package;
  - upgrade or downgrade your Foxtel Box according to in-market availability at the time of your request.

For existing customers prior to 3 November 2014 who have not changed to the Entertainment Based Programming Package or Foxtel Plus Based Programming Package you:

- cannot add or remove General Entertainment Extra Packages from your Programming Package;
  - cannot add any new Extra Packages made available as part of the Entertainment Based Programming Package or Foxtel Plus Based Programming Package (except BoxSets & HD Channel);
  - must recontract and start a new Set Term in order to subscribe to the Foxtel Plus Based Programming Package (except BoxSets Channel). In these circumstances you will not be required to pay an Early Cancellation Fee or a recontracting fee.
- 02.07 Any increase or reduction in Service Charges that occurs because of changes you make under paragraphs 03.05 or 03.06 will apply from the date you make the change, or, if upgrading or downgrading your Foxtel Box, from the date the relevant Foxtel Box is installed and activated.

If this date is during and not at the end of a Billing Cycle, the Subscription Fees applying for that Billing Cycle will be adjusted in accordance with the number of days in the Billing Cycle during which the:

- Programming Package; and/or
- the Service to which the Subscription Fees relate was supplied.

### When we may change the Service or Content Bundles

- 02.08 We may change the Service or Content Bundles to reflect changes made by Foxtel, broadcasters of Retransmitted Services, or Channel Providers by
- changing the scheduled programs or broadcast times within your Programming Package;
  - changing or withdrawing a Channel, On Demand Program, Content Bundle or Main Event Program, or withdrawing any Retransmitted Service; or adding or removing Third Party applications from the Foxtel PDR
  - adding, withdrawing or changing features or functionality of the Service. If you pay extra for the affected features or functionality we'll give you notice of the withdrawal or change wherever possible. If a reduction in functionality or other detrimental change results, we will compensate you via a replacement service if available; otherwise by a pro-rata rebate of the extra amount paid; or
  - restricting some of the features of the Foxtel PDR in relation to any Channel, On Demand Program or Main Event Program where we do not have permission for the relevant program to be recorded, or as per paragraphs 04.11 and 04.12.

### How we may notify you of changes

- 02.09 We can notify you of changes to your Foxtel from Telstra subscription by sending a letter to your address (by post or email), Foxtel Box messaging, SMS or by including the relevant information on the Telstra website or on My Account.
- 02.10 If we withdraw a Channel or Content Bundle (or Third Party Service as part of a Content Bundle) during the Set Term and this causes more than a nominal





detrimental change to your Programming Package, but the channel or Content Bundle (or Third Party Service as part of a Content Bundle) isn't replaced with a similar genre Channel or the price of the Programming Package isn't reduced accordingly, you can end this Agreement without an Early Cancellation Fee – as long as you notify us within 30 days of being told about the withdrawal.

- 02.11 If we withdraw a feature or functionality during the Set Term and this causes a more than nominal detrimental change to the Service, and the price of the Service relating to that feature or functionality isn't reduced accordingly, you can end this Agreement without an Early Cancellation Fee – as long as you notify us within 30 days of being told about the withdrawal.

### **Foxtel HD Service and Foxtel SD Service**

- 02.12 If you acquire the Foxtel HD Service or the Foxtel SD Service:
- a) we may download content, additional features or functionality to the Foxtel PDR from time to time, and this may affect the total amount of space you have for recording programs; and
  - b) you acknowledge that the programs you record on the Foxtel PDR may be irretrievably erased for any reason, including if:
    - i) the Service is cancelled, you decide to terminate the Foxtel HD Service or the Foxtel SD Service, or this Agreement is otherwise terminated in accordance with its terms;
    - ii) we are required to do so by our content suppliers;
    - iii) there is a power surge or severe weather conditions;
    - iv) we or Foxtel reformat your Foxtel PDR because we reasonably believe that doing so will help preserve your Service or the Service of others;
    - v) the account holder at your Address changes, you transfer the Service to another Address, or we alter your account details;
    - vi) the Foxtel PDR, or any part of it, including the Smart Card, is defective or ceases to operate;
    - vii) you try to use the Foxtel PDR other than in accordance with its operating instructions; or
    - viii) you remove the Extra Package or Stand-alone Channel from which a program was recorded.
- 02.13 If you acquire the Foxtel HD Service without an HD Foxtel from Telstra Program Package or you don't have a high definition TV set (i.e. one that is high-bandwidth digital content protection (HDCP) compliant), you will not be able to view Foxtel from Telstra HD channels or programs in a high definition format.

### **Packages with Netflix**

#### **General info**

- 02.14 If you have a Foxtel from Telstra Foxtel Plus Based Programming Package with Netflix entitlement, you will need to follow these steps:

#### **Sign up with Netflix**

- 02.15 For customers without an existing Netflix subscription, in order to access the Netflix service you will need to sign up your Netflix subscription via the Netflix app on your iQ3/4 set top box and accept the Netflix Terms of Use and Privacy Statement.

- 02.16 For customers with an existing Netflix subscription, you can link it with your Foxtel from Telstra account via your set top box.

#### **Netflix-related billing**

- 02.17 If you have an existing Netflix subscription, you must link your existing Netflix subscription to avoid being billed for 2 Netflix subscriptions. Otherwise you will be billed directly by Netflix for your existing Netflix subscription and again by Telstra for the Netflix subscription that comes as part of your Foxtel Plus Based Package.
- 02.18 If you cancel, downgrade or suspend your Foxtel Plus Based Programming Package with Netflix, your current Netflix subscription may not be automatically cancelled. If you had a previous payment method with Netflix, your subscription with Netflix may continue automatically and you will be billed directly by Netflix via that payment method. See also clause 02.27 for further information on suspension.
- 02.19 If you wish to cancel Netflix you must do so via Netflix.com.

#### **Foxtel Magazine**

- 02.20 If you want to receive the Foxtel Magazine, you'll need to pay the Magazine Fee for each copy of the Foxtel magazine you want to receive. If you subscribe to the Foxtel Magazine during a Billing Cycle, you'll be charged the Magazine Fee for that Billing Cycle on your next bill.
- 02.21 You need to tell us if you don't want to receive the Foxtel Magazine any more.

#### **Interactive Services**

- 02.22 From time to time, we may offer or introduce Interactive Services as part of your Programming Package. Interactive Services may not be available at all times or at your Address if you live in a multi-dwelling unit block or townhouse complex. (We'll let you know when you take up the Service.) You may not be able to record Interactive Services to the Foxtel PDR. We will tell you the cost of any Interactive Services when you place your order.

#### **Remote Record and the Foxtel app**

- 02.23 If you want to use Remote Record or the Foxtel app, you need to go to the Foxtel website and register for an Online Account first.

#### **If you need to suspend the Service**

- 02.24 You can suspend the Service as many times as you like in a 12 month period (starting from the commencement of this Agreement).

#### **What happens when you tell us you want to suspend?**

- 02.25 To suspend the Service, you need to pay a suspension fee.

#### **What happens when you suspend the Service?**

- 02.26 While the Service is suspended:
- a) you won't be able to receive the Service (including any On Demand Programs, Main Event Programs, Retransmitted Services or the Foxtel Magazine);
  - b) you won't be able to access any programs recorded to the Foxtel PDR;
  - c) you won't be able to access Special Events; and
  - d) you won't be able to receive any Third Party Service. You should contact your Third Party Service Provider to discuss how this will affect your contract with them. See also clause 02.27.





02.27 If you suspend a Foxtel Plus Based Programming Package with a Netflix Subscription, your current Netflix subscription will not suspend and may not be automatically cancelled. If you had a previous payment method with Netflix, your subscription with Netflix may continue automatically and you will be billed directly by Netflix via that payment method. If you then wish to cancel Netflix you must do so via Netflix.com

02.28 If you resume a suspended Foxtel Plus Based Programming Package with a Netflix Subscription, you will need to re-link your existing Netflix subscription to avoid being billed for 2 Netflix subscriptions. Otherwise you will be billed directly by Netflix for your existing Netflix subscription and again by Telstra for the Netflix subscription that comes as part of your Foxtel Plus Based Package.

#### **Period for which you can suspend**

02.29 You can suspend the Service for a minimum of one week and a maximum of 12 months. You have to give us a reactivation date, and we will re-activate the Service on that date. If you don't provide a date, we'll automatically reactivate the Service 12 months after we suspend it.

#### **After the Service is reactivated**

02.30 Unless you give us other instructions, we'll reactivate the Service with the same Programming Package that you had beforehand. You may not be able to access or retrieve any programs which were recorded to the Foxtel PDR before the Service was suspended.

02.31 If you also receive a Third Party Service, you may need to contact the Third Party Service Provider separately to reactivate their service. See also clause 02.28.

02.32 For customers who signed up to a Service prior to 1 March 2013, if you suspend during the Set Term, then the Set Term will not be extended by the suspension period. For customers who sign up on or after 1 March 2013 if you suspend during the Set Term, then the Set Term will be extended by the suspension period.

#### **Transferring the Service to another Address**

02.33 You may transfer the Service to another Address. If you do, you'll need to pay a transfer fee and you may not be able to access any programs that you recorded to the Foxtel PDR before the move. However due to the geographic coverage of the Service and other technical limitations, we may not be able to provide the Service or the same Service at the new Address. If so, we'll let you know and you can cancel the request to transfer. Otherwise we'll treat your request to transfer as notice by you to cancel this Agreement. The terms outlined under 'When this Agreement ends' will apply.

#### **How you can use the Service**

02.34 You are only permitted to use the Service and Foxtel Guide lawfully and for private viewing purposes at your Address. You are not allowed to offer, use or supply the Service or the Foxtel Guide except as permitted in this Agreement.

02.35 If you don't use the Service or the Foxtel Guide in accordance with this Agreement, we may cancel this Agreement and you'll have to pay us for reasonable loss, cost, expense, or damage arising from your breach. For example, if you show a Channel in a Public Viewing Area we may charge you an amount based on how much we pay to Foxtel under their agreement with the relevant Channel Provider.

02.36 Make sure you don't let a still image remain on your TV screen for an extended period. This can cause a permanent residual image (burn-in) on your screen. Examples of still images include:

- a) channel logos and certain channel formats;
- b) images displayed in a 04:03, 14:09 and 16:09 mode that are different to your television set-up;
- c) on-screen information that is part of programs (tickers on news channels, for example);
- d) Foxtel Guide;
- e) games and Interactive Services (including any on screen icons); and
- f) audio channels.

Plasma, Rear Projection and LCD televisions are at a higher risk of burn-in, especially during the first 200 hours of use. Always check the TV's user guide for operating instructions. See clauses relating to 'Liability' for further information.

#### **Retransmitted Services**

02.37 We or Foxtel Management Pty Limited may provide you with the Retransmitted Services. There's no additional charge for Retransmitted Services. You acknowledge that we have no control over the Retransmitted Services (for example, scheduling or content and supply or non-supply by the broadcaster of the Retransmitted Services, including closed captions and the availability of Retransmitted Services on the Foxtel Box).

#### **You can nominate a representative**

02.38 If you'd like another person to have access to your account details, so we can speak to them about your account with us, contact us and we will tell you what's involved.

#### **Third Party Services**

02.39 If you receive a Third Party Service you acknowledge that:

- a) you are responsible for all costs and charges payable to the Provider; and
- b) we can still cancel this Agreement in accordance with its terms, without any further liability to you.

02.40 We may make available to you Third Party Services and applications on the Foxtel PDR. Such applications and services may require your acceptance or Third Party Services terms and conditions.

#### **Personal Identification Number (PIN)**

02.41 You may need to use a PIN to access certain channels. We encourage you to keep the PIN safe and confidential and use it responsibly. You're responsible for any fees and charges that are incurred through the use of your PIN.





02.42 You must ensure that only persons authorised to purchase an Adult Program do so. If you like, you can also use your PIN to limit access to channels, some On Demand Programs and Main Event Programs which can be purchased under this Agreement. The PIN will not function with any third party applications available on the Foxtel PDR. Please see your Foxtel Box manual or contact us if you want to know how to do this, or if you want to change your PIN.

#### **Codes of Practice**

02.43 We are regulated by ASTRA's codes of practice for subscription television. You can obtain a copy of the codes by contacting us or at [astra.org.au](http://astra.org.au)

## **03 On Demand and Main Event**

This section tells you how you can order a program which is offered on On Demand, Main Event or Foxtel Store Movie rental and TV Show rental.

#### **How you order**

03.01 With your Foxtel Box, you should order any On Demand Pay Per View Programs or Main Event Programs by using the Foxtel Guide or Remote Record. You can also order On Demand Pay Per View Programs (but not Store Movie rental and TV Show rental) and Main Event Programs by calling Foxtel on 13 1999. Some On Demand Programs can only be ordered if your internet-enabled Foxtel PDR is connected to an eligible Broadband Connection. Store Movie rental and TV Show rental are only available through Foxtel from Telstra if your Foxtel HD Service or Foxtel SD Service is connected to an eligible Telstra Home Broadband Connection via your internet enabled Foxtel PDR. You will not be able to access some On Demand programs including Store Movie rental and TV Show rental if you have a MyStar, MyStar2 or Standard Box.

03.02 However, you may not be able to order an On Demand Pay Per View Program or Main Event Program if you have not paid us any amount when initially due.

#### **What you pay**

03.03 We'll let you know the cost of any On Demand Pay Per View Program or Main Event Program when you order it. Some On Demand Pay Per View Programs and Main Event Programs may not be available at your Address.

#### **What if the On Demand Pay Per View Program or Main Event Program is cancelled or is not broadcast?**

03.04 We won't charge you for an On Demand Pay Per View Program or Main Event Program if we cancel its broadcast.

#### **How many times can you watch?**

03.05 If you're on the Standard Service, you can watch an On Demand Pay Per View Program (other than an Adult Program) each time it screens from the time you purchase the On Demand Pay Per View Program until the next 5.59am (AEST), without having to pay any further charge to us. You can only view an Adult Program once, except if the following paragraph applies to you.

03.06 If you record or download an On Demand Pay Per View Program to your Foxtel PDR, you'll be able to watch it as often as you want during the 48 hours after you first start to play it (unless it gets deleted). However, for Foxtel Store Movie rental and TV Show rental you have 7 days from completion of download to start watching a movie (unless it gets deleted earlier) and for a TV show, you have up to 90 days from completion of download to start watching (unless it gets deleted earlier). For Foxtel Store Movie rental and TV Show rental, once you start watching, unless it gets deleted first, you'll have 2 days to watch a movie and 10 days to watch a TV show. If you've ordered an Adult Program through the Foxtel PDR, you'll be able to watch it any time within 24 hours from when you first start to view it (as long as it isn't deleted first).

03.07 If you record or download a Main Event Program to your Foxtel PDR, you'll be able to watch it as often as you want during the 24 hours after you first start to play it (unless it gets deleted).

03.08 We may set a different time period for viewing On Demand Pay Per View Programs. We'll let you know how long you can view each On Demand Pay Per View Program when you start watching it.

03.09 Notwithstanding the previous paragraph, if you've bought a Main Event Program and it is repeated, you may need to pay an additional Main Event Charge to view the repeat screening. We'll tell you if this is the case.

#### **Where you can watch**

03.10 If you have more than one Foxtel Box at your Address, and you use your remote control to order or download an On Demand Pay Per View Program or Main Event Program via the Foxtel Guide, you'll only be able to view the program on the television attached to the Foxtel Box through which you ordered it. Main Event or On Demand Pay Per View Programs ordered by phone or My Account can be viewed on any Foxtel Box attached to your account.

#### **Recording On Demand or Main Event Programs**

03.11 We may restrict your ability to record or download an On Demand Pay Per View Program or Main Event Program to the Foxtel PDR, or to access a program stored on your Foxtel PDR. We'll tell you if this is the case before you purchase the program.

03.12 Any On Demand Pay Per View Program or Main Event Program which can be recorded or downloaded to a Foxtel PDR will be deleted at a time specified by us. We'll specify this time for you when you purchase the Program.

#### **Connection of Broadband**

03.13 If you order or use Interactive Services, On Demand Pay Per View Programs or Main Event Programs, you need to make sure the Broadband Connection is connected to the Foxtel Box and working at all times.





## 04 Making payments

### Paying us for the Service

- 04.01 You must provide us with accurate and complete billing information (including your legal name, address and telephone number); and let us know of any changes to your billing information as they happen.
- 04.02 You must pay the Service Charges for the supply of the Service.
- 04.03 You acknowledge that Telstra will bill you for your Service Charges for each Billing Cycle, and may issue an interim Bill at any time.
- 04.04 You agree to pay Telstra the Service Charges.

### Bills

- 04.05 We try to include all Service Charges relating to a Billing Cycle on the relevant Bill. Sometimes, however, your Bill may include Service Charges from a previous Billing Cycle.

### What happens if you don't pay?

- 04.06 If you don't pay the Service Charges set out in a Bill by the due date, we will notify you and give you seven days to make the payment. We may suspend your Service during this period and reduce your Subscription Fees proportionately for the time your Service is suspended.
- 04.07 If you don't make your payment within the seven days, we can:
- restrict the Service (for example, you won't be able to upgrade your Programming Package or record programs to your Foxtel PDR);
  - erase or prevent retrieval of any programs recorded on your Foxtel PDR;
  - suspend the Service until all amounts due have been paid (any Third Party Service will also be suspended);
  - cancel this Agreement;
  - take legal action against you to recover the unpaid amount;
  - refer you to a collection agency; and/or
  - report your default to a credit reporting agency (see 'reporting payment defaults' below for when this might happen).
- 04.08 If you don't pay the Service Charges set out in a Bill by the due date, additional fees may apply in accordance with the Single Bill terms. These include late payment fees and reconnection fees if we disconnect your Service because of the non-payment.
- 04.09 If you pay a Bill by cheque and the cheque is dishonoured, you'll also need to pay a \$16.50 fee (GST inclusive). If you pay a Bill by direct debit and there are insufficient funds in the account, you'll also need to pay an \$11.00 fee (GST inclusive).

### Reporting payment defaults

- 04.10 If any Service Charges are still unpaid 60 days after their due date, and we have taken steps to recover the relevant amount, we may report your default to a credit reporting agency. If we report your default to a credit reporting agency, your credit rating may be affected and you may have difficulty obtaining credit in the future.

### When we will reconnect you

- 04.11 If we suspend the Service for non-payment, we may reconnect it if you pay all outstanding amounts.
- 04.12 If we suspend the Service, and then reconnect it once you have paid the amount outstanding, then:
- any Set Term will not be extended by the period for which the Service was suspended;
  - we may change the Billing Cycle; and
  - you will need to re-link your existing Netflix subscription to avoid being billed for 2 Netflix subscriptions. Otherwise you will be billed by Netflix for your existing Netflix subscription and again by us for the Netflix subscription that comes as part of your Foxtel Plus Based Package. We will give you prior notice of your new Billing Cycle.

### Commissions

- 04.13 We may pay commission to any person who introduces you to us.

### Adjustments

- 04.14 We can round charges up or down to the nearest whole cent (5¢ is rounded up).
- 04.15 If you pay a Bill in cash, we'll round the amount to the nearest multiple of 5¢.
- 04.16 We can pay you amounts we owe you by deducting them from amounts you owe us.

### Credit balances

- 04.17 If you have a credit balance of \$5 or less in any of your accounts with us, we only have to pay it to you if you ask in writing.

### GST

- 04.18 If GST is imposed on any supply we make to you under this Agreement, you'll need to pay the additional amount, which is calculated by multiplying the GST-exclusive amount by the prevailing GST rate. We will issue a tax Invoice to you for any supply on which GST is imposed.

### Broadband Connection

- 04.19 You acknowledge that:
- we will retrieve information about whether you have incurred any On Demand Charges or Main Event Charges from your Foxtel Box each month. We'll do this using the internet if you have an active Broadband Connection connected to your HD Service or SD Service;
  - you are responsible for all costs associated with the Broadband Connection, including the costs we incur to dial back from the Foxtel Box;
  - call costs associated with this Agreement may vary depending on your location and the Service you receive. For example, you may be charged premium rates or long distance call costs for some Services; and
  - you're responsible for all costs associated with your use of Foxtel online and mobile applications, such as the Foxtel app.





- 04.20 You promise us that, if you are not the account holder of the Broadband Connection used with your Service:
- a) the account holder has agreed that the Foxtel Box can be connected to their Broadband Connection; and
  - b) you have made the account holder aware that charges will apply as a result of that connection.

## 05 When this Agreement ends

This section tells you what happens when either you or we cancel this Agreement.

### When you can cancel this Agreement

- 05.01 You may cancel this Agreement:
- a) if you're on non-Foxtel Plus Based Programming Package, at any time by giving us 35 days' notice (and we may ask for written confirmation);
  - b) if you're on Foxtel Plus Based Programming Package you can cancel at any time;
  - c) in accordance with the terms set out under 'When we may change the Service', 'Changes to this Agreement' and 'Circumstances we can't control'; or
  - d) by exercising your rights to terminate during a cooling-off period under consumer protection laws if you've taken up the Service through a sales channel where those rights are available to you under those laws. You wouldn't need to pay an Early Cancellation Fee in such circumstances, and any other rights you have under consumer protection laws which cannot be excluded or limited will continue to apply notwithstanding the termination.

### When we can cancel this Agreement

- 05.02 In addition to our other rights to cancel this Agreement, we may cancel this Agreement after the end of the Set Term by giving you at least 28 days' notice.
- 05.03 Unless paragraph 05.07 or 05.08 applies, if you breach a material term of this Agreement, we will notify you of the breach and give you a specified period to remedy the breach. We may suspend your Service or Content Bundle during this notice period and reduce your Subscription Fees proportionately. If you don't remedy your breach within the time allowed, or the breach can't be remedied, we may cancel the Agreement. Material terms of this Agreement include the terms set out under the headings 'How you can use the Service' and 'Liability' and, from the Installation Terms, 'Permission', 'How you can use the Equipment and Infrastructure', 'What you must do with the Equipment and Infrastructure' and 'What you cannot do with the Equipment and Infrastructure'.
- 05.04 Despite the preceding clause, we may suspend the Service or Content Bundle or cancel this Agreement immediately if:
- i) Foxtel suspends or cancels supply of the Service or Content Bundle to us;
  - ii) Foxtel directs us to suspend or cancel supply of the Service or Content Bundle to you;
  - iii) the Service is being used in a way forbidden by this Agreement;
  - iv) a Regulatory Event occurs;
  - v) we receive notification of your death;

- vi) any other part of this Agreement says so; or
- vii) we have evidence to believe, on reasonable grounds, that you have committed a serious infringement (that is, acted fraudulently in applying for or in receiving the Service; or caused genuine distress to any of our employees, agents or contractors in connection with this Agreement).

- 05.05 If we suspend the Service or Content Bundle under either of the two preceding clauses, and we subsequently agree to reconnect the Service or Content Bundle, then:
- a) any Set Term will not be extended by the period for which the Service was suspended; and
  - b) we may change the Billing Cycle. We will give you prior notice of your new Billing Cycle.
- 05.06 You will not need to pay an Early Cancellation Fee if we cancel the Agreement because:
- a) Foxtel suspends or cancels supply of the Service or Content Bundle to us;
  - b) Foxtel directs us to suspend or cancel supply of the Service or Content Bundle to you;
  - c) we receive notification of your death; or
  - d) a Regulatory Event occurs.
- 05.07 If we suspend or cancel the Service or Content Bundle for any reason, you won't be able to receive any Third Party Service. You should contact your Third Party Service Provider to see how your contract with them might be affected.

### What you pay if the Agreement is cancelled

- 05.08 If this Agreement is cancelled for any reason you must pay your Subscription Fees as well as any other fees or charges for which you are liable up to the date this Agreement is cancelled and you stop receiving the Service. If this Agreement is cancelled during a Billing Cycle, the Subscription Fees will be reduced proportionately.
- 05.09 If this Agreement is cancelled before the end of the Set Term:
- a) by us under the headings 'What happens if you don't pay', 'When we can cancel this Agreement' or 'General'; or
  - b) by you (including under the heading 'Transferring the Service to another Address', but not because of a material breach of this Agreement by us), and you don't acquire a service equivalent to the Service from Foxtel within four weeks, you'll also need to pay the Early Cancellation Fee unless this Agreement says otherwise.

### Changing between the Standard Service, the Foxtel SD Service and the Foxtel HD Service

- 05.10 The length of your Set Term won't change if you upgrade or downgrade between the Standard Service, the Foxtel SD Service or the Foxtel HD Service as described in clause 03.06. If you don't keep the Service until the end of the Set Term, you'll need to pay an Early Cancellation Fee.







## 06 Liability

Nothing in this Agreement removes or limits any rights that you have, for example, that the Service is provided with due care and skill, are fit for the purpose supplied and that any goods supplied are of acceptable quality.

### Your liability to us

06.01 Subject to the principles applied by the courts, you are liable to us, our related Bodies Corporate and Suppliers in relation to loss, cost, expense, damage or other liability arising out of:

- a) your breach of contract or negligence;
- b) any claim or demand against us arising from or connected with our installation, supply, maintenance, repair or removal of the Service or the Equipment or Infrastructure to you or your use of any item; or
- c) your use or the provision of a Third Party Service.

06.02 You are not liable for any loss to the extent that it is caused by us, Foxtel, Telstra, Foxtel Management Pty Limited or our other Suppliers through wilful default, negligence or breach of this Agreement or any law.

### Our liability to you

06.03 We will provide the Service to you in accordance with this Agreement. However, given the nature of telecommunications systems (including the Service's reliance on systems not owned or controlled by us), we can't promise that the Service will be continuous or fault free.

06.04 Subject to the following clause, the contract terms that apply to the supply of this Service are those that are expressly set out in this Agreement and those implied by consumer protection laws that are unable to be excluded. No other terms apply.

06.05 We accept our liability to you (whether direct or vicarious) for breach of contract or negligence under the principles applied by the courts and for breach of any non-excludable rights under consumer protection laws.

06.06 If we are responsible to you then you agree that we, Telstra, our Suppliers, agents, contractors and employees are not responsible (to the maximum extent permitted by law) for any indirect or consequential loss arising out of or in connection with:

- a) the supply of the Service or the Equipment; or
- b) the relationship established by this Agreement.

06.07 Subject to clause 7.05 and unless a law which cannot be excluded or this Agreement says otherwise, we, Telstra, our Suppliers, agents, contractors and employees will not be responsible to you or any other person in connection with:

- a) your operation and use of the Equipment, Infrastructure or Broadband Connection;
- b) any damage to your Address or your own equipment;
- c) any misuse or failure of the Service or the Foxtel Guide caused by you or anyone else at your Address;
- d) any loss of programming recorded to the Foxtel PDR;
- e) any loss you suffer if you do not receive a Third Party Service or a Retransmitted Service; or

f) any loss you or any other person suffer as a result of:

- i) the installation of the Equipment or you or on your behalf;
- ii) you or anyone at your Address viewing or using the Service, the Foxtel Guide or any Retransmitted Service;
- iii) any misuse or unauthorised use of the PIN;
- iv) any other cause where the cause is outside our reasonable control;
- v) our use of the Broadband Connection.

06.08 The Equipment is manufactured by a third party and is subject to statutory guarantees and other rights under consumer protection laws that cannot be excluded. Remedies are available for a breach of such guarantees or rights, including repairs or replacements. You will not be required to pay the monthly spend for your service while the Equipment is being repaired or replaced as a result of a breach of statutory guarantees or rights. Except for these non-excludable rights, and except as caused by our breach of contract or negligence, we are not liable for any loss that arises from a failure of or fault in the Equipment (such as the circumstance contemplated in paragraph 03.11(b)(vi)). However this doesn't change our obligations to repair, maintain or replace the Equipment as set out in the Installation Terms.

## 07 Our Privacy Commitment

Read about how Telstra collects, secures, uses and discloses your personal information in our [Privacy Statement \(including Credit Reporting Policy\)](#).

## 08 Changes to this Agreement

08.01 From time to time, we may change this Agreement, according to the terms set out under this heading. These terms do not apply to changes to the Service covered under the heading 'When we may change the Service', or to changes to our contact details.

08.02 We will give you 30 days prior written notice of any change, unless:

- a) we need to make the change immediately in order to act legally, or for urgent operational or technical reasons; or
- b) the change is a decrease in price. (We may decrease any of our prices at any time without giving you notice.); or
- c) the change relates to the prices for General Charges. We'll still let you know of any such price change before you incur a General Charge (for example, when you contact us for a service call or request additional or replacement Equipment).

08.03 If we change this Agreement and you are materially disadvantaged by the change, you can cancel this Agreement by notifying us within 30 days of receiving notice of the change. You will not be required to pay an Early Cancellation Fee.





- 08.04 However, the preceding clause does not apply to any of the following changes:
- increases in any On Demand Charge or Main Event Charge; or
  - increases in the Subscription Fees which reflect increases in the CPI during the Set Term.
- 08.05 If you haven't notified us of your cancellation of this Agreement within 30 days of receiving notice of a change under clauses 03.09 or 03.10, we'll assume you have accepted that change.

## 09 Some other important terms

This section tells you about the other terms which apply to this Agreement.

### Reading the Agreement

- 09.01 Headings and any explanatory text in this Agreement are for convenience only and do not affect how this Agreement is interpreted. In this Agreement:
- the singular includes the plural, and the plural includes the singular;
  - if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
  - a reference to us includes our successors, permitted substitutes and permitted assigns (and, where applicable, our legal personal representatives);
  - a reference to law or to a provision of a law includes a change to it or a reenactment of it, a provision substituted for it and a regulation or statutory instrument issued under it; and
  - mentioning anything after 'includes', 'including', 'for example' or similar expressions, does not limit what else might be included.

### Notices

- 09.02 You can give us notice under this Agreement or contact us by telephoning us on 13 2200. We can give you notices by sending notices to your Address or including the relevant information in the Foxtel Magazine, letter or by electronic mail.

### Circumstances we can't control

- 09.03 If we can't perform our obligations under this Agreement as a result of an event or cause beyond our reasonable control (e.g. an act of God, war, terrorism or disruption to electricity):
- we will tell you, unless the circumstances prevent us from doing so;
  - your Subscription Fees for the affected service will be reduced in proportion to the number of days of the month on which we couldn't perform our obligations; and
  - you can cancel this Agreement without paying an Early Cancellation Fee if the event or cause continues for 5 days or more.

### Transfer of this Agreement

- 09.04 You can assign this Agreement to someone else if we consent.

- 09.05 You agree that at any time, we may assign the rights under, and novate the benefits and obligations of, this Agreement to Telstra and that Telstra may assume our liabilities and obligations under this Agreement. We will notify you if this occurs ('Notice Date'). We and you agree, and Telstra acknowledges, that with effect from the Notice Date this Agreement will be cancelled and a new agreement will be created on the same terms as this Agreement except that:
- Telstra will replace us in any capacity as if they were an original party to this Agreement; and
  - Telstra has no obligations or liability under this Agreement before the Notice Date.

- 09.06 Telstra will be bound by the new agreement as this Agreement relates to us, and will have all the rights and benefits conferred on us under this Agreement. Each reference in this Agreement to 'we', 'us' and 'our' will be read as a reference to Telstra.

- 09.07 You acknowledge that nothing in this section or any of the transactions contemplated by this section 'Transfer of this Agreement' constitutes a breach of any term of this Agreement.

- 09.08 In addition, you agree that we may assign our rights under this Agreement to any of Telstra's Related Bodies Corporate.

### Parties

- 09.09 Telstra is a party to this Agreement but only in relation to the sections headed 'Transfer of this Agreement' and 'Liability', where Telstra is specifically referred to. To that extent only, we have entered into this Agreement on behalf of Telstra.

Foxtel and Foxtel Management Pty Limited are parties to this Agreement but only in relation to the section headed 'Liability' and 'Retransmitted Services', where they are specifically referred to. To that extent only, we have entered into this Agreement on behalf of Foxtel and Foxtel Management Pty Limited.

### Our rights

- 09.10 In addition to our rights and powers under this Agreement, we can exercise all the other rights and powers we have under law.
- 09.11 If we do not do something when we are entitled to, that does not mean we are giving up that right and cannot do it later.

### Authorised Persons

- 09.12 You acknowledge that we may engage other persons to perform some or all of our obligations or exercise some or all of our rights under or in connection with this Agreement.

### Capacity

- 09.13 You promise that you are over 18.
- 09.14 If a person other than you signs a Work order, you warrant that that person is:
- over the age of 18; and
  - authorised to sign the Work Order on your behalf.





### After this Agreement ends

09.15 Any rights or obligations which either party has accrued under this Agreement will continue to exist when it is ended. In particular, any rights either party has under the 'Liability' section above and any obligation to pay Service Charges in respect of periods before the end of the Agreement will continue even after the Agreement is ended.

### Illegality

09.16 Any provision of this Agreement which is illegal, void or unenforceable will be ineffective to the extent only of that illegality, voidness or unenforceability without invalidating the remaining provisions.

### Law

09.17 This Agreement is governed by the laws of the State or Territory in which your Address is located.

### Severe weather conditions

09.18 The satellite Service may be affected by severe weather conditions. If you experience signal problems that you suspect may be caused by severe weather call Foxtel on 131 999.

## 10 Standard definitions

Some words in this Agreement have a special meaning and are explained below.

**Address** means the address of your home, or any new address to which you transfer the Service in accordance with this Agreement. If you live in a multi-dwelling unit block or townhouse complex, your Address includes the land, the common property and the multi-dwelling unit block or townhouse complex of which your home forms a part, but only for the purposes of the terms under the heading 'Installation and Equipment' in the Installation Terms.

**Adult Program** means an adult entertainment program.

**ASTRA** means the Australian Subscription Television and Radio Association.

**Bill** means a consolidated account setting out a statement of charges for your Service and may include charges for other services you obtain from Telstra and/or other persons.

**Billing Cycle** means, unless this Agreement says otherwise:

- a) each month during this Agreement, starting on the day we first provide the Service to you (or any other date we tell you the Billing Cycle starts) and continuing until the same day of the following month; or
- b) each three-month period during this Agreement, starting on the day we first provide the Service to you and continuing until the same day on the third following month, as elected by you, with each successive Billing Cycle being of the same duration.

**Broadband Connection** means an operational internet service connected through a wireline broadband connection at your address which you have permission to use.

**Channel** means any channel in your current Programming Package. A channel may include a radio, audio or games channel.

**Channel Provider** means any entity which provides a channel to Foxtel for inclusion in the Service from time to time.

**Content Bundle** means a Third Party Service provided together as part of a Programming Package) with the Service.

**CPI** means the Consumer Price Index (all groups – weighted average of eight capital cities) published by the Australian Bureau of Statistics.

**Critical Information Summary** means the critical information summary we give you when you take up the Service with us.

**Early Cancellation Fee** means a payment to us for cancellation of this Agreement before the end of the Set Term (as applicable). It will be equal to the Subscription Fees for the Entertainment Package, multiplied by the number of whole months from the date of cancellation to the end of the Set Term – to a maximum of \$300.

**Equipment** means the equipment installed at your Address which is required to receive the Service, including any of the following that is supplied to you: Foxtel Box, remote control unit, Smart Card, DIGIPATH, Powerline Adapter, cabling from the wall-plate to the Foxtel Box and from the Foxtel Box to your television or video equipment. It also includes any other equipment added or substituted by us or as requested by you from time to time under this Agreement.

**Equipment Fee** means the fee you must pay for the Foxtel iQ2, iQ3, iQ4, MyStar2 or iQ2 1TB.

**Entertainment Package** means the minimum package of Channels required to be purchased by all subscribers as set out in the Critical Information Summary during the period between 3 November 2014 and 29 October 2019.

**Entertainment Based Programming Package** means the Programming Packages made available in addition to the Entertainment Package.

**Extra Package** means a Programming Package (other than the Entertainment Package) which you choose to include in addition to the Entertainment Package, for an additional charge set out in the Critical Information Summary, in the Service under the terms of this Agreement.

**Foxtel** means Foxtel Cable Television Pty Limited (ACN 069 008 797), its agents and contractors and means Austar Entertainment Pty Ltd, its agents and Contractors.

**Foxtel Box** means a Standard Box, Foxtel iQ, MyStar, Foxtel iQ2, iQ3, iQ4, or MyStar2 as applicable. The Foxtel app means the service is provided via an app on your compatible device which allows you to watch some of the channels included in your subscription.

**Foxtel Guide** means the on-screen electronic program guide which is provided as part of the Service (including the data within it and the underlying computer programs). This Guide can be accessed through your remote control unit or the buttons on the front panel of the Foxtel Box.

**Foxtel HD Box Functionality Fee** means the monthly fee that you may need to pay for the functionality that your Foxtel iQ2, iQ3, iQ4 and MyStar2 box offers that a Standard Box does not. This fee also covers any additional functionality which may be provided by software updates which we download to the Foxtel iQ2, iQ3, iQ4, or MyStar2.





**Foxtel HD Service** means services provided through the Foxtel iQ2, iQ3, iQ4 or MyStar2 equipment, together with the Programming Package selected by you from time to time and any Main Event Program, On Demand Program or Interactive Service you have access to and elect to take, purchase or use from time to time.

**Foxtel iQ/iQ2/iQ3/iQ4** means the Foxtel personal digital recorder we supply to you when you subscribe to the Foxtel SD or HD Service.

**Foxtel Magazine** means the magazine you can subscribe to when you take up the Service.

**Foxtel Store Movie** rental and TV Show rental mean the service with that name which you access through an internet-enabled Foxtel PDR via an eligible Telstra Home Broadband Connection.

**Foxtel Personal Digital Recorder (Foxtel PDR)** means a Foxtel iQ, Foxtel iQ2, iQ3, iQ4, MyStar or MyStar2.

**Foxtel Plus Package** means the minimum package of Channels required to be purchased by all subscribers as set out in the Critical Information Summary from 29 October 2019.

**Foxtel Plus Based Programming Package** means the Programming Packages available in addition to the Foxtel Plus Package.

**Foxtel SD Service** means services provided through the Foxtel iQ or MyStar equipment, together with the Programming Package selected by you from time to time and any Main Event Program, On Demand Program or Interactive Service you have access to and elect to take, purchase or use from time to time.

**Foxtel Self Installation Kit** means the kit you receive after applying for the Service and choosing to install Foxtel from Telstra yourself, and which includes Equipment.

**Foxtel Website** means foxtel.com.au or such other website as advised from time to time.

**General Charges** means any fees and charges other than the Subscription Fees, On Demand Charges and the Main Event Charges which are set out or referred to in the Critical Information Summary or elsewhere in this Agreement, or otherwise notified to you from time to time; and which you must pay to us in accordance with this Agreement.

**GST** means the tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 and the related imposition Acts of the Commonwealth.

**Infrastructure** means the network infrastructure installed at your Address by us or, if you installed the infrastructure yourself, to receive the Service and may include the following: the satellite receiving dish, incidental cabling, optical fibre, coaxial cable, ducts, conduits, the isolation box, the wall plate and dish mount, the multiswitch, the amplifier, low noise blocker, diplexer and phone socket. It also includes any other infrastructure which is already installed at your Address and used to receive the Service.

**Initial Work Order** means:

- a) if immediately before the start of this Agreement you had an existing contract with Foxtel for the supply of digital subscription television services, the Work Order signed by you or on your behalf on or about the date of connection to the digital subscription television services to which the Work Order relates; or
- b) otherwise, the Work Order signed by you or on your behalf

on or about the date of connection to the Service.

**Installation Guide** means the self-installation guide which is provided as part of the Foxtel Self Installation Kit, as the case may be, and which you use to install the Equipment.

**Installation Terms** means the Foxtel from Telstra Installation Terms.

**Interactive Advertiser** means an advertiser using any Channel or Retransmitted Service to offer a promotion, information or a product using an Interactive Service.

**Interactive Service** means a service or enhancement that may be provided to you and which invites your interaction via the Foxtel Box.

**Magazine Fee** means the fee for the Foxtel Magazine as notified to you from time to time.

**Main Event** means the service with that name which you access through the Foxtel Box.

**Main Event Charge** means the charge for a Main Event Program set out in the Foxtel Guide or otherwise notified to you from time to time.

**Main Event Program** means a live or pre-recorded program offered through Main Event from time to time.

**Monthly Term** means a month-to-month term.

**MyStar/MyStar2** means the personal digital recorder we supply to you when you subscribe to the Foxtel SD or HD Service.

**NetComm Powerline Adapter (or Foxtel Network Extender)** means the wireless Internet or power line extension unit that connects to your Telstra Wi-Fi Modem (Wi-Fi Modem Router) and enables the Internet to be transferred around your house using the existing network of power lines. We'll usually provide this when we install the Service or as part of a Foxtel Self Installation Kit for a Foxtel Box.

**Netflix** means the streaming subscription service that allows members to stream content such as TV shows, movies and documentaries on internet-connected devices.

**On Demand or On Demand Service** means the service with that name which you access through the Foxtel Box.

**On Demand Charges** means the charge for an On Demand Pay Per View Program as set out in the Foxtel Guide, or otherwise notified to you from time to time.

**On Demand Pay Per View Program** means any program or service offered through the On Demand Service, including Foxtel Store Movie rental and TV Show rental and for which you are charged a fee to view that program. For example, a movie, event or an Adult Program offered On Demand.

**On Demand Program** means any program or service offered through the On Demand Service available on the Foxtel Box, or STU, whether it is an On Demand Pay Per View Program or you are entitled to access the program or service as part of your Programming Package.

**Personal Identification Number or PIN** means the unique Personal Identification Number which is initially provided by us.

**Programming Package** means the packages or Stand-alone Channels together with any other Content Bundles chosen by you from time to time.





**Public Viewing Area** means any location or public area outside your Address. If you live in a multipurpose building, the Public Viewing Area includes any part of the building which is not used as your personal residence.

**Regulatory Event** means:

- a) a determination by the Australian Competition and Consumer Commission or by the Australian Communications Authority;
- b) a determination by a court of law; or
- c) an anticipation by us, on reasonable grounds and acting in good faith, that this Agreement or any part of it, or any action taken or required to be taken in accordance with it, contravenes or may contravene the Competition and Consumer Act 2010 (Cth) or any other applicable law.

**Related Bodies Corporate** has the meaning given in the Corporations Act 2001 (Cth).

**Remote Record** means the online service you access via the Foxtel website to view the Foxtel Guide and to remotely set the Foxtel PDR to record a program.

**Retransmitted Services** means any commercial television, national or other broadcasting service which is available at your Address from time to time and retransmitted to you using the Equipment and Infrastructure.

**Service** means the Standard Service, Foxtel SD Service or Foxtel HD Service, as selected by you.

**Service Charges** means Subscription Fees, On Demand Charges, Main Event Charges and General Charges.

**Set Term** means the fixed term for which you agreed, at the start of this Agreement, to acquire the Service, starting from the date you first receive the Service from us.

**Single Bill** means the bill issued by Telstra which incorporates charges for two or more different services (including the Service and full service fixed line) in a Single Bill.

**Smart Card** means the secure card which activates your Foxtel Box.

**Smart Card Number** means the unique number assigned to your Smart Card.

**Special Event** means major events that Foxtel may choose to broadcast from time to time.

**Stand-alone Channel** means a channel which you choose to include, for an additional charge, in your Programming Package.

**Standard Box** means a Foxtel Box, other than a Foxtel PDR, we supply to you when you subscribe for the Service.

**Standard Service** means the Programming Package selected by you from time to time and On Demand Program, Main Event Program or Interactive Service you have access to and elect to take, purchase or use from time to time, but does not include services provided through the medium of a Foxtel PDR.

**Subscription Fee** means the monthly fee that you must pay for the delivery of the Programming Package and includes the Foxtel iQ2, iQ3 Functionality Fee (if appropriate) as set out in the Critical Information Summary, as varied from time to time in accordance with this Agreement.

**Suppliers** means the contractors, agents and third party suppliers (including Foxtel and Telstra) with whom we or Foxtel have entered into agreements or arrangements with from time to time in order to act on our behalf or provide services in connection with this Agreement, as well as any owner of the Equipment.

**Tax Invoice** has the meaning given in the A New Tax System (Goods and Services tax) Act 1999 (Cth).

**Telephone Line** means an operational fixed or wireless analogue telephone service at your Address (other than a PABX system or a prepaid fixed Telephone Line which requires a multiple digit dialling prefix) which is capable of making outbound calls and receiving inbound calls and which is connected to the Foxtel Box and used in connection with the Services.

**Television Information** is defined in the section headed 'Personal information'.

**Telstra** means and refers to: (i) until 1 January 2023, Telstra Corporation Limited ABN 33 051 775 556; and (ii) on and from 1 January 2023, Telstra Limited ABN 64 086 174 781.

**Term** means the Fixed Term and any extension of it as contemplated by this Agreement (including any Additional Fixed Term).

**Third Party Service** means a service provided by a Third Party Service Provider.

**Third Party Service Provider** means a third party subscription television services provider who has entered into an agreement with Foxtel to supply services through the Equipment, and who has a separate agreement with you to provide subscription television services to you using the Equipment.

**Viewing Habits Data** means information retrieved from the Foxtel Box relating to programming or advertising and other services viewed, used or accessed via the Foxtel Box.

**we, us and our** refers to Telstra Pay TV Pty Limited (ABN 65 095 931 614).

**Work Order** means any form signed by you or on your behalf when we install, repair, maintain, relocate, remove or add to any Equipment or Infrastructure or otherwise attend at your Address about the Service and includes the Initial Work order.

**you and your** refers to the person named as customer on the Initial Work Order or identified as the account holder in our database.



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Content