

## 1) What terms apply to Netflix access?

- a) These terms govern the use of the Netflix service (“Netflix Service”) by Vodafone customers when signing up to an Eligible Plan (as defined below) using the Vodafone nbn™ Service (“nbn™ Service”), for a limited period (“Eligible Customers”).

### **Eligibility**

- a) The offer of a 12 month Netflix Standard Plan subscription (total value \$167.88) (“Offer”) to approved new customers who sign up and stay connected to a Vodafone \$69 Essential nbn™, \$79 Essential+ nbn™ or \$99 Premium nbn™ 24 month Home plan (together, “Eligible Plan”). This is not available to Vodafone Business, upgrading or rate plan change customers.
- b) Offer available from 28 March 2018 to 30 June 2018 and must be redeemed by 31 August 2018.
- c) Subscription is applied as a credit to your Netflix account and will be used after existing credits on your account. The subscription will continue until you use the total value of the Offer (12 months on the Netflix Standard Plan) (“Eligible Period”). After the Eligible Period, you will continue to receive the Netflix Service and be automatically charged Netflix’s then-current subscription fee (“Service Charge”) until you cancel.
- d) After the Eligible Period you will be charged as per the terms set out in the **Billing** section below.
- e) Offer for Netflix Service subscription fees only, and does not include data usage charges, which will separately come out of your monthly data allowance.
- f) You must have a Netflix compatible device and an Internet connection in order to stream Netflix.
- g) When you first sign up for the Netflix Service and/or successfully redeem the offer, you must accept these terms, the Vodafone Fair Use Policy (<http://www.vodafone.com.au/fairusepolicy>), Vodafone Privacy Policy (<https://www.vodafone.com.au/about/legal/privacy>) and the Netflix Terms and Conditions and Privacy Policy (together, the “Service Terms”). The Netflix Service Terms govern your use of the service, see [www.netflix.com/TermsOfUse](http://www.netflix.com/TermsOfUse) and [www.netflix.com/privacy](http://www.netflix.com/privacy) for details.
- h) International roaming charges will apply if you use your Vodafone plan overseas. Please see your plan details for more information.
- i) Vodafone is not responsible for, and to the extent permitted by law, accepts no liability in connection with the provision of the Netflix Service to you. If you do not agree with this term, please do not use it.
- j) Nothing in these promotional terms excludes, restricts or modifies any rights that you have under existing laws or regulations and codes, including the Competition and Consumer Act 2010 (Cth) and fair trading laws.
- k) These promotional terms are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

### **Data usage and charges**

- a) You are responsible for all access, data and other costs associated with your internet either nbn™ or mobile data usage charges in accessing and using the Netflix Service. For mobile data usage we strongly recommend that you monitor your usage regularly.
- b) Using the Netflix Service over your Wi-Fi connection or Broadband Internet while connected to the nbn™ will use your Eligible Plan's unlimited data allowance. However, using the Netflix Service over the mobile network will consume data from your plan's allowance. You are responsible for all data costs including overage and any international roaming charges. You can reduce mobile data by using the service on any Wi-Fi connection and syncing content to your device for offline use.
- c) You cannot share the data between your Vodafone nbn™ plan and your Vodafone postpaid mobile plan and vice versa. You can find out which plans support sharing or you can opt-out of sharing altogether at any time by calling 1555.

### **Redemption of Offer**

- a) The offer is not transferable, not redeemable for cash, and is not available in conjunction with any other Vodafone offer. It also cannot be exchanged for Netflix gift subscriptions.
- b) Only one Offer available per Eligible Customer per Eligible Plan.
- c) In order to redeem the Offer, you must have signed up to an Eligible Plan and your Vodafone nbn™ service must be activated. Following activation, Eligible Customers will receive an email from Vodafone containing a link to redeem the Offer. After clicking the link in that email, you will be asked to validate your email address that you provided upon sign up to an Eligible Plan.
- d) You will not be eligible if your nbn™ service has been cancelled or if you have previously redeemed the Netflix offer or if you are involved in the Vodafone Collections process under Vodafone's Collections policy, see <https://www.vodafone.com.au/about/legal/collections-policy>.
- e) If you are eligible after validating your email address, you will re-directed to Netflix to either sign in to your existing account or sign up to the Netflix Service. If the Netflix Offer is successfully redeemed, you will see the value of the Service Charge for a 12 month Standard subscription (total value \$167.88) credited to your Netflix account.
- f) You may apply the value of the Offer to a different subscription type (i.e. the Premium Plan) offered by Netflix. Exchanges in this manner may alter the duration of the offer. Netflix Service price plans subject to change.

### **Billing**

After the Eligible Period, how you will be billed for the Netflix Service will differ depending on your situation.

- 1) If you are a current Netflix Service customer when you sign up to an Eligible Plan the following terms apply to you:**

- a) These payment terms will apply to you regardless of whether or not you have an existing Vodafone Postpaid Mobile Service.
  - b) After the Eligible Period, you will be charged by Netflix directly as per the payment terms that you agreed to and on the credit or debit card you originally provided when you signed up to the Netflix Service.
- 2) If you are not a current Netflix Service customer when you sign up to an Eligible Plan and have an existing Vodafone Postpaid Mobile Service the following terms apply to you:**
- a) After the Eligible Period you will be charged for the Netflix Service via the 'Pay with Vodafone' billing service. This means that the charge for the Netflix Service will appear on your Vodafone bill, under the heading Content and continue on a month-to-month basis until the end of the billing month in which you cancel your Netflix subscription or cancel your Vodafone nbn™ plan.
  - b) We will contact you before the end of the Eligible Period to confirm that you are happy to continue with the Netflix Service and be charged using Pay with Vodafone.
  - c) You will not be allowed to complete the purchase via Pay with Vodafone if you exceed the limit of the combined total monthly content spend. Vodafone will decide what this value is relevant to your individual account. We can inform you of this limit when you sign up. However, if you have reached the limit, you may still purchase content but not via Pay with Vodafone.
  - d) Your use of the content is subject to the terms and conditions of your agreement with the Netflix. Please contact Netflix at [www.help.netflix.com](http://www.help.netflix.com) if you experience any problems or an issue arises with your use of the Netflix Service..
  - e) You will need to be aged 18 years or over and will need a valid credit/debit card to sign up for the Netflix Service.
  - f) Purchase using Pay with Vodafone is permitted by the account holder only and with compatible devices.
- 3) If you are not a current Netflix Service customer when you sign up to an Eligible Plan and do not have an existing Vodafone Postpaid Mobile Service the following terms apply to you:**
- a) After the Eligible Period, you will be contacted by Netflix to arrange payment for the Netflix Service moving forward. You will be required to provide credit or debit card details in order to continue using the Netflix Service.

### ***Vodafone Early Termination Fees***

- a) The minimum cost for your Eligible Plan is set out in your Plan details see <https://www.vodafone.com.au/about/legal/plan-details>.
- b) The Offer is available if you stay connected for 24 months. If you terminate your Eligible Plan before 24 months, Vodafone Early Termination Fees will apply. Depending on when you choose to leave you will have to pay the following amount (maximum \$400):

Months remaining	Amount (inc. GST)
22 - 24	\$400
19 - 21	\$350
16 - 18	\$300
13 - 15	\$250
10 - 12	\$200
7 - 9	\$150
4 - 6	\$100
1 - 3	\$50

### ***Upgrades and Rate Plan Changes***

- a) If you upgrade or change to a higher value Vodafone nbn™ plan during an existing Eligible Period your Eligible Period will not be increased.

### ***Cancellation and Transfer of Service***

- a) If you cancel your Eligible Plan before the end of the Eligible Period, you will still receive the total value of the Netflix Offer, and will begin to be charged by Netflix for the Netflix Service at the end of the Eligible Period. Netflix will contact you to arrange direct payment for the Netflix Service.
- b) If you transfer your Eligible Plan or nbn™ Service to another customer, you will need to cancel or transfer your Netflix Service so that customer will not be charged for your use of the Netflix Service at the end of the Eligible Period. We will notify you of this if and when it applies to you.
- c) Netflix is cancellable anytime. If Eligible Customers cancel their Netflix Service account during the Eligible Period, their cancellation is subject to the Netflix Terms of Use, at [www.netflix.com/TermsOfUse](http://www.netflix.com/TermsOfUse).