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Certain words are used with the specific meanings set out on page 13 and in [the General Terms of our Customer Terms](#).

1 About the Microsoft Xbox All Access Bundle section

Our Customer Terms

- 1.1 This is the Microsoft Xbox All Access Bundle (**Service**) section of Our Customer Terms.
- 1.2 The [General Terms of Our Customer Terms](#) apply.

Inconsistencies

- 1.3 If the General Terms of Our Customer Terms are inconsistent with something in this section, then this section applies instead of the General Terms to the extent of the inconsistency.
- 1.4 If a provision of this section gives us the right to suspend or terminate your service, that right is in addition to our rights to suspend or terminate your service under the General Terms of Our Customer Terms.

2 About the Service

What is the Service?

- 2.1 The Service provides you with:
 - (a) a Microsoft Xbox gaming console and the associated accessories contained in the standard console packaging, such as controller and power cord (the specific console depends on the bundle you buy); and
 - (b) an Xbox Game Pass Ultimate token, enabling you to activate 24-month subscription to the Microsoft Xbox Game Pass Ultimate gaming subscription service (subject to terms you agree with Microsoft).

Eligibility

- 2.2 To be eligible for the Service, you should have for the duration of your Service:
 - (a) a Telstra post-paid service (including but not limited to home broadband, mobile or data plan)
- 2.3 We may elect not to provide your Service if you are not, or cease to be, eligible for the Service.

- 2.4 You can only acquire the Service for use in relation to your residential premises (as determined by us in our reasonable discretion).
- 2.5 The Service is not available to Telstra Wholesale or Small Business customers or for resale. In particular, you are not permitted to resell, resupply or otherwise transfer the Xbox Game Pass Ultimate token (or the code on it) to another person for consideration.
- 2.6 You must not provide or assist with the provision of the Service to any other person.

Availability

- 2.7 The Service may not be available in all locations.
- 2.8 The Service may require an internet connection (minimum 3Mbps recommended connection speed) for some content to be available.

Using the Service

- 2.9 You must only use, and only allow the Service (and any part of it) to be used, in accordance with these terms.
- 2.10 You must not use the Service (or any part of it) for any purpose other than that for which it was intended.

3 Fees

- 3.1 You have to pay us the minimum total amount payable for your Service, as indicated in your Critical Information Summary.
- 3.2 You agree to pay all the applicable fees and charges incurred in respect of your Service.
- 3.3 We will invoice you for ongoing charges monthly in arrears.
- 3.4 As well as the charges for your Service, you have to pay us for any other services we provide in connection with your Service (such as your home broadband) in accordance with the separate terms that apply to those services.

Non-payment

- 3.5 If you do not make the payments required, we may suspend or cancel your Service

in accordance with the General Terms of Our Customer Terms (and at the least, we will give you prior notice).

4 Who is responsible for the Xbox devices

Risk

- 4.1 You bear all risk in the Xbox console from the time you receive it from us. You have to fulfil your payment obligations in connection with the Service, even if your Xbox console is lost or damaged.

Title

- 4.2 Ownership of the Xbox console transfers to you once we have received either:
- (a) the minimum total amount payable in respect of your Service (as indicated in your Critical Information Summary); or
 - (b) if your Service ends before the 24 monthly payments have been made, the relevant early termination charge amount (as indicated in your Critical Information Summary below).
- 4.3 Until then, we own that Xbox console and you are holding it on our behalf.
- 4.4 You must not do anything inconsistent with our ownership of that Xbox console until you own it.

Voluntary warranty

- 4.5 Each Xbox is covered by a 24 month voluntary warranty. Details of the applicable warranty are provided with each Xbox. These voluntary warranties do not limit your rights to any guarantees under the Australian Consumer Law.

5 Term, termination and early termination charges

- 5.1 Your Xbox All Access subscription has a 24 month minimum term. You may cancel at any time (subject to the terms included in your Critical Information Summary that can be found [here](#)).
- 5.2 If your Service ends for any material breach by you:
- (a) you will not be able to use the remaining term Xbox Game Pass Ultimate subscription with Microsoft that you have paid for or converted to your account; and

- (b) any separate services you have with us (for instance, a Home Broadband Service) will continue in accordance with their terms (unless we have also terminated them).

Cancellation

- 5.3 Without limiting any of our rights, we may immediately cancel your Service (or any part of it) if you are in breach of these terms and, acting reasonably, we consider that breach to be material. We will notify you as soon as reasonably possible if we cancel your Service.
- 5.4 If you cancel your Xbox All Access contract without having activated your token, you will lose any months of credit to Games Pass Ultimate you have available to you but have not yet redeemed, with no refund or credit available.
- 5.5 You agree that the early termination charges are a genuine pre-estimate of the loss we are likely to suffer.

6 Microsoft Terms

- 6.1 It is a condition of your Service that you accept these terms from Microsoft:
 - (a) the Xbox Game Pass Ultimate subscription is provided directly to you by Microsoft, and you can find more information about Xbox Game Pass Ultimate [here](#).
 - (b) you must accept the terms of service provided by Microsoft as part of the activation of your Xbox Game Pass Ultimate subscription; and
 - (c) you acknowledge that a breach of those terms may enable Microsoft to cancel your Xbox Game Pass Ultimate subscription, and that will entitle us to cancel your Service (and clause 5 will apply).
- 6.2 If applicable, your existing Xbox Live Gold and Xbox Game Pass membership(s) will automatically convert to Ultimate at a conversion ratio, up to a maximum of 12 months (36 months inclusive of your All Access package) subject to terms that can be found [here](#).
- 6.3 Provided you have activated, any months of Game Pass Ultimate, Live Gold or Game Pass that you have paid for or converted but not yet used, will remain on your account after you cancel until they expire.

7 Data and hosting

- 7.1 Where you provide us any information or data of any kind as part of the Service,

you acknowledge and agree that we may use, copy, modify and transmit that data as necessary to perform the Service, including by providing it to third party service providers (and we can grant them the same rights as you grant us). You warrant that you have the right to give us any information or data provided in connection with the Service.

8 Help desk

- 8.1 Customer support is available 24 hours a day 7 days a week by calling 13 22 00 and saying “Xbox” and then “Tech Support” at the voice prompt.

9 Your responsibilities and other obligations

General

- 9.1 A reference to “you” in relation to this clause 9 includes a reference to anyone else (other than us or our representatives) who uses the Services.
- 9.2 You must:
- (a) comply with all laws and regulations (including any applicable export control laws and regulations);
 - (b) not reverse engineer, decompile or otherwise discover the application programming interface of the Services; or
 - (c) not resell distribute, or otherwise use the Services to generate income.
- 9.3 You must not, and must ensure that other people do not, attempt to gain unauthorised access to the Service, accounts, computer systems or networks connected to the Service, through hacking, password mining or by any other means.
- 9.4 You must not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service.
- 9.5 We may suspend or cancel your Service without liability to you if you breach this clause 9.