

## TELSTRA TV™ – TERMS AND CONDITIONS

### Information about these terms and conditions

1. These Telstra TV terms and conditions must be read together with the terms of your other Telstra services relevant to your Telstra TV set top box (such as your Eligible Service) as set out in [Our Customer Terms](#) ('OCT') and our [Privacy Statement](#). Please ensure that you read these terms carefully. To the extent of any inconsistency, the terms set out in these terms and conditions prevail.

### What is Telstra TV?

2. Telstra TV is a high definition streaming video player that enables you to watch video content available via a number of different applications.

### Eligibility and installation

3. To take up and access Telstra TV, you must have:
  - a. a Telstra consumer post-paid fixed broadband, mobile and/or mobile broadband service(s) ('**Eligible Service**');
  - b. a 802.11 a/b/g/n wireless access point (such as a Home Network Gateway wireless modem) or Ethernet connection at your premises;
  - c. a device with internet access and an Eligible Service to activate your Telstra TV;
  - d. a compatible television with a HDMI port; and
  - e. if your Telstra TV includes a tuner to access free-to-air digital TV, access to a working digital TV antenna within a digital TV coverage area in Australia.
4. The speed you experience on your broadband service impacts the features of your Telstra TV and a better customer experience is more likely on our higher speed plans. Most customers on Telstra Cable and Telstra ADSL2+ plans should be able to enjoy the features on offer but features that can be enjoyed will depend on the actual speeds experienced and this is dependent on a number of factors including your location, the distance of the wireless modem from your Telstra TV, network congestion, number of internet connections in the household and other factors.
5. For optimal viewing experience on your Telstra TV, we recommend a minimum internet speed of 3.5 mbps.
6. If your Telstra TV includes a tuner to access free-to-air digital TV, your viewing experience of live free-to-air TV channels will depend on your digital TV coverage.
7. The installation of your Telstra TV must be completed by:
  - a. the account holder or authorised representative of the Eligible Service; or
  - b. any person with the express consent of the account holder of the Eligible Service ('**Authorised Person**').

8. Before completing the installation of your Telstra TV, you must ensure that each of the relevant Authorised Persons has read these Telstra TV terms and conditions, the Telstra TV Quick Start Guide and the Important Product Information document provided with your Telstra TV.
9. You will also need to activate your Telstra TV online so you can access all of the features of your Telstra TV.

### **Data Usage**

10. You acknowledge and agree that your use of Telstra TV, any firmware updates and accessing or viewing any apps or content on your Telstra TV uses data and such data usage will be rated and deducted from your data allowance provided with your internet service, unless an app or content is unmetered.

### **Third party applications**

11. Your Telstra TV allows you to access, use and view third party applications and content. These will vary from time to time. You acknowledge and agree that:
  - a. such applications and content are not provided or operated by us;
  - b. use of such applications and content is subject to their terms and conditions, including where applicable, payment terms; and
  - c. we are not responsible or liable for the availability, behavior, content or quality of these applications and content.

### **Intellectual Property**

12. On purchase, the Telstra TV becomes your property, except for the intellectual property or other proprietary rights in the firmware or software contained in or accessed through your Telstra TV (**'Software'**). The Software is owned by our licensors, including Roku, Inc., and licensed to us as required to provide you with your Telstra TV service. You may only use such Software for the normal operation of your Telstra TV. You do not acquire any intellectual property or other proprietary right in the Software, including without limitation, any rights in patents, inventions, improvements, designs, trademarks, trade secrets, or copyrights.
13. Subject to these Telstra TV terms and conditions and, where appropriate, the applicable third party licences, you are granted a non-exclusive, non-transferable right to run and use the Software and any updated versions that we or our licensors may provide to you, only in and as incorporated in your Telstra TV. These terms and conditions do not grant any rights to obtaining future upgrades, updates, or supplements to any Software.
14. Certain software components of the Software are provided under separate third party license terms (**"Separately Licensed Code"**) and your right to use such license is governed by such license terms. Please visit [www.roku.com/separatelylicensedcode](http://www.roku.com/separatelylicensedcode) for more information.

### **Permitted use and restrictions**

15. Your Telstra TV, Software and any video, image, audio, games, text, graphics or other materials contained in or accessed through your Telstra TV (**'Content'**), are for personal and non-commercial use only. You must not copy or redistribute any Software or Content contained in or accessed through your Telstra TV.
16. You must not use your Telstra TV to access or attempt to access any Content outside of Australia, unless you are expressly authorised to do so by us, our licensors or any third party Content provider.

17. You must not:
  - a. remove any trademark, logo, copyright or other proprietary notice in the Software or Content.
  - b. copy, assign, sublicense, lease, sell or rent the Software or Content;
  - c. distribute or otherwise transfer the Software or Content to any third party;
  - d. modify, adapt, alter, translate, or create derivative works of the Software or Content (except only to the extent any of the foregoing restriction is prohibited by applicable law or as may be permitted by the license terms governing any Separately Licensed Code included with the Software);
  - e. decompile, disassemble, reverse engineer or otherwise derive or attempt to derive source code from the Software;
  - f. defeat, bypass, circumvent or interfere with any security mechanism or access control measures;
  - g. tamper with your Telstra TV or use your Telstra TV other than in accordance with our directions;
  - h. download or add to your Telstra TV any software or application that is not provided or approved by us or our licensors; and
  - i. have any of the foregoing done for you by a third party.
18. Your right to use the Software will immediately terminate if you breach any applicable provision in these terms.

### **Privacy and personal information**

19. Except as required by law, you have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Personal Information you provide to us and our licensors when you use Telstra TV.
20. We will treat your Personal Information in accordance with our Privacy Statement, available at [www.telstra.com.au/privacy/privacy-statement](http://www.telstra.com.au/privacy/privacy-statement).
21. We may use information collected from your usage of Telstra TV to present you with Content and offers that we think may be of interest to you.

### **Product Warranty**

#### **Voluntary Product Warranty**

22. In addition to your Statutory Rights below and subject to the conditions in the next paragraph, Telstra warrants that your Telstra TV will be free from any defect in materials or workmanship under conditions of normal use for a period of 24 months from date of purchase.
23. We do not warrant that your Telstra TV will be free from defects caused by an accident, misuse, abuse, improper installation or operation, vermin infestations, lack of reasonable care, unauthorised modification, loss of parts, tampering or attempted repair by a person not authorised by Telstra, breakdown attributable to the use of accessories not provided by us or to equipment attached to or connected to your Telstra TV; or where the Telstra TV has been damaged by lightning or a mains power surge.

24. In the event that your Telstra TV stops working, or if you encounter any problem with it, please visit our Troubleshooting page at [www.telstra.com/telstratv](http://www.telstra.com/telstratv) . If we are not able to help you and your Telstra TV is still not working, you will be redirected to our Telstra Support Team so that you may make a claim under this Voluntary Product Warranty.
25. To make a claim under this Voluntary Product Warranty, you must provide proof of purchase to our Telstra Support Team (contact details above) or to any Telstra Shop. We may in some cases require you to also return your Telstra TV and all components from the original purchase, and if we do, we will arrange for an appropriate postage method at our cost, or you can return them directly to the Telstra Shop where you made your claim.
26. Where a valid claim is made under this Voluntary Product Warranty, we will, at no cost to you, repair or replace your Telstra TV within a reasonable time. Subject to your Statutory Rights, if your claim under this Voluntary Product Warranty is not valid, you may be charged a fee under this Voluntary Product Warranty for the service and for any direct costs associated with having your Telstra TV delivered for service.
27. The benefits conferred by this Voluntary Product Warranty are in addition to other rights and remedies that are available to you under law, including your Statutory Rights, which cannot be excluded.

#### **Statutory rights**

28. If you are a consumer under the Australian Consumer Law, our goods come with guarantees that cannot be excluded under that law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

#### **Our liability to you**

29. We and/or our licensors are not liable to you for any loss arising from your failure to comply with the provisions of or any instructions set out in these Telstra TV terms and conditions and Telstra TV Quick Start Guide and the Important Product Information document provided by us with your Telstra TV.
30. Without limiting section 27, if you download or add to your Telstra TV any software or application that is not provided or approved by us or our licensors, we and/or our licensors are not responsible or liable for:
  - a. any damage or loss; and
  - b. any malfunction or other problem affecting the functioning of your Telstra TV, caused by such software or application.

#### **Changes to these terms and conditions and to your Telstra TV features**

31. We and our licensors reserve the right to update the Software and from time to time we may provide updates to your Telstra TV via the internet, including bug fixes and updates that may add, change or remove functionalities and features.
32. We may change these terms at any time by posting the amended terms on [telstra.com.au](http://telstra.com.au) or via the Telstra TV. If we think the change is likely to have a material detrimental effect on you, we will endeavour to give you 30 days prior written notice. Your continued use of your Telstra TV constitutes your express agreement to the amended terms.

## **Definition**

**Content** has the meaning given in section 15.

**Eligible Service** has the meaning given in section 3a.

**Personal Information** has the meaning set out in section 6(1) of the *Privacy Act 1988* (Cth).

**Separately Licensed Code** has the meaning given in section 14.

**Software** has the meaning given in section 11.