

# T-BOX – TERMS AND CONDITIONS

## T-Box®

1. These T-Box® Offer terms must be read together with the terms of the BigPond® service and any other Telstra services relevant to your T-Box device as set out in [Our Customer Terms](#) ('OCT'). Our [Privacy Statement](#) sets out how your personal information is collected, used and disclosed. Please ensure that you read these terms carefully. To the extent of any inconsistency, the terms set out in these terms and conditions prevail.
2. You must only use the T-Box for personal purposes, at home.
3. To take up the T-Box Offer, you must have:
  - a. a BigPond Cable, ADSL2+ Elite or FTTP (Velocity) plan (**'Eligible Broadband Service'**) and you must pass our video service qualification check
  - b. a 802.11 g/h wireless access point (such as a Home Network Gateway wireless modem) or Ethernet connection at your premises
  - c. a computer with internet access to an Eligible Broadband Service
  - d. a compatible television with either HDMI, composite or component input
  - e. access to a working Digital TV antenna within a Digital TV coverage area.
4. To enjoy all the features of the Telstra T-Box device, you must be connected to the right BigPond or Telstra broadband plan. The speed that you experience on your broadband service will have an impact on the features of the T-Box device you could enjoy and better customer experience is more likely on our higher speed plans. Most customers on BigPond Cable, ADSL2+ Elite and Velocity plans should be able to enjoy all 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 the T-Box, network congestion, number of internet connections in the household and other factors.
5. If you are a BigPond Liberty plan customer and the speed of your service has been reduced because you have exceeded the monthly allowance for your BigPond plan, your access to T-Box features will be limited until the next billing cycle.
6. The installation procedure for your T-Box must be completed by:
  - a. the legal lessee / account holder or authorised representative of the Eligible Broadband Service or
  - b. any person with the express consent of the legal lessee / account holder of the Eligible Broadband Service, and after each has read these T-Box Offer terms and conditions and the Getting Started Guide and User Guide provided with the T-Box.

7. During the T-Box set up process, your T-Box must be connected to your Eligible Broadband Service. You will also need to register the T-Box online so you can access all the features of the T-Box. Only when registered and connected to an Eligible Broadband Service will the following features of the T-Box work:
  - a. Movie rentals on demand from BigPond® Movies (after initial registration process)
  - b. Full program on-screen guide, seven days in advance
  - c. Access to BigPond® TV channels
  - d. Access to YouTube videos on T-Box
  - e. Access to BigPond® Videos on Demand (VoD) on T-Box
  - f. All recording features via My Recordings including Series Record
  - g. Foxtel on T-Box.
8. If your T-Box is not registered and connected to an Eligible Broadband Service, features will be limited to:
  - a. Digital free-to-air channels
  - b. Basic TV program guide like “now and next” and
  - c. Basic recording features such as manual timed recordings.
9. We may change the features available from the T-Box in our discretion. If we do so, we will make the changes in accordance with the process set out in ‘Changes to these terms and conditions’ below.
10. Charges apply to use the T-Box, in accordance with the prices specified in OCT for the Eligible Broadband Service and any other value added or relevant services you may access or use via your T-Box device (such as BigPond Movies or Foxtel on T-Box).
11. Where you use the T-Box device to access and browse the available internet content (such as YouTube), the relevant charges (including any excess usage charges) will be applied to the bill for the Eligible Broadband Service.
12. **For eligible customers on our new customer care and billing systems (ie with a 13 digit account number) choosing a repayment option:** If you disconnect your Eligible Broadband Service during the repayment period time, you will have to pay the outstanding balance for the device.

## Foxtel on T-Box

### What is Foxtel on T-Box?

1. Foxtel on T-Box gives you access to a selection of Foxtel channels and Foxtel On Demand content.
2. Foxtel on T-Box content is available in a selection of packages. You must take up the Get Started package as part of your Foxtel on T-Box service. You can add any combination of other available packages to your Foxtel on T-Box service except for the 'FOX SPORTS AFL' package which is only available through an additional subscription to the Sports package.
3. Recording of Foxtel on T-Box content is not available.

## Eligibility

1. To access Foxtel on T-Box, you must:
  - a. have a working T-Box
  - b. have a compatible television with a working aerial and HDMI, composite or component inputs
  - c. have a 13 digit account number
  - d. Have a BigPond Cable, Velocity or an eligible ADSL2+ broadband service and you must pass our service qualification checks
  - e. connect your modem or gateway to your T-Box via a wired connection (Ethernet) or a Telstra Home Network Extender such as Powerline or Ruckus
  - f. register your T-Box at <http://telstra.com/tboxsetup>
  - g. be over 18 and register for BigPond Movies (valid Australian credit card is required)
  - h. only use the service for personal purposes, at home.

## Subscribing to Foxtel on T-Box

1. You can subscribe to Foxtel on T-Box via
  - a. <http://telstra.com/tboxsetup>
  - b. Contacting Telstra in store or via telephone
  - c. T-Box application.
2. Your Foxtel on T-Box service will begin on the day you take up the Foxtel on T-Box Get Started package. If you take up any additional Foxtel on T-Box packages, each package will begin on the day you take up that package. If you do not cancel your Foxtel on T-Box service, your subscription will automatically renew each month and we will continue to charge you the monthly charge for your service.

## Charges and payment

1. The charges for the Foxtel on T-Box packages are set out [here](#)
2. The charges for your selected Foxtel on T-Box packages will appear on your Telstra bill and you must pay us these charges by the due date shown on the bill.
3. Each month, you will be billed in advance for the Foxtel on T-Box packages you have selected.

## When you can change your Foxtel on T-Box service

1. You can make changes to your Foxtel on T-Box service:
  - a. At <http://telstra.com/tboxsetup>
  - b. By contacting Telstra in store or via telephone
  - c. Via a T-Box application.
2. Other than package cancellations, any changes you make to your Foxtel on T-Box service will take effect on the day you make the change.
3. Package cancellations will take effect either immediately or at the end of your billing month.
4. You may need to restart your T-Box for these services to become available.

## **When you can cancel your Foxtel on T-Box service**

1. If you cancel your Get Started package, you must also cancel any other Foxtel on T-Box packages you have subscribed to.

## **Data usage**

1. Viewing Foxtel on T-Box content is unmetered with most BigPond broadband services. This means it does not count toward your BigPond monthly usage allowance.

## **Broadband speeds**

1. Your experience will depend on the actual speed of your BigPond broadband service, which is dependent on a number of factors including your broadband plan, location, network congestion, number of internet connections in the household and other factors.
2. Foxtel on T-Box is not supported via a Wi-Fi connection to your T-Box. You must connect your T-Box directly to your BigPond modem using an Ethernet cable or a Telstra Home Network Extender such as Powerline or Ruckus. If the speed of your BigPond broadband service has been reduced because you have exceeded your BigPond plan's monthly usage allowance, the Foxtel on T-Box service will not work properly as the Foxtel on T-Box service (including access to all Foxtel on T-Box content) will be slowed as set out in your broadband plan terms until your next billing cycle.

## **The terms that apply to your Foxtel on T-Box service**

1. These terms and conditions and the T-Box terms and conditions define the contract terms for the supply of Foxtel on T-Box. Any terms that apply to your BigPond broadband service and T-Box, including Our Customer Terms, will also apply. To the extent of any inconsistency, these terms apply.

## **Our liability to you**

1. We will provide Foxtel on T-Box to you in accordance with these terms and conditions. However, given the nature of telecommunications systems, we cannot promise that Foxtel on T-Box will be continuous or fault-free.
2. Concerning our liability to you, except as set out in the paragraphs below:
  - a. we accept our liability to you for breach of contract or negligence under the principles applied by the courts;
  - b. we will accept liability if it cannot be excluded under any legislation. If that liability cannot be excluded but can be limited under any legislation, we limit our liability to resupplying, repairing or replacing the relevant goods or services (or payment of the cost of resupply, repair or replacement) where it is fair and reasonable to do so;
  - c. we are not liable for any loss to the extent that it is caused by you (for example, through your negligence or breach of contract);
  - d. we are not liable for any loss to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss; and
  - e. we are not liable for any loss caused by us failing to comply with our obligations in relation to your service where that is caused by events outside our reasonable control (such as a failure in equipment that is not owned or operated by us, an industrial strike or an act of God).
3. These provisions relating to liability will continue unaffected by cancellation of your service.

## **Your liability to us**

1. You are liable to us for breach of contract or negligence under the principles applied by the courts. However, you are not liable to us for any loss to the extent that it is caused by us, Foxtel, Telstra, or our or Foxtel's licensors through our, Foxtel's, Telstra's or the licensors' own wilful default, negligence or breach of this Agreement or any law.
2. These provisions relating to liability will continue unaffected by cancellation or suspension of your service.

## **Program availability**

1. Selected Foxtel programs are not available for viewing via Foxtel on T-Box. Please visit <http://www.foxtel.com.au/whats-on/blackout/> for a current list of unavailable programs.

## **When we can suspend or cancel Foxtel on T-Box**

1. If you are in material breach of these terms and conditions and it is capable of being remedied, we will notify you of the breach and allow you a specified time (but at least 14 days) to remedy the breach. If you do not remedy the breach within the time specified, we may cancel your Foxtel on T-Box service. A material breach includes:
  - a. a breach of your obligation to pay our Foxtel on T-Box charges for your service;
  - b. use of your service in a way which we reasonably believe is fraudulent, poses an unacceptable risk to our security or is illegal or likely to be found illegal.
  - c. using the product for business purposes on a commercial premises.
  - d. We may otherwise cancel the Foxtel on T-Box service at any time, if we:
    - I. get your consent; or tell you a reasonable period (but at least 30 days) beforehand; or
    - II. migrate you to a reasonably comparable alternative service.
2. We may suspend Foxtel on T-Box or cancel your Foxtel on T-Box service immediately if Foxtel suspends or cancels the supply of Foxtel on T-Box to us.

## **How you can use Foxtel on T-Box service**

1. You are only permitted to use the Foxtel on T-Box service lawfully and for private viewing purposes at your home. You are not allowed to offer, use or supply the Foxtel on T-Box service except as permitted in these terms.
2. If you don't use the Foxtel on T-Box service in accordance with these terms, we may cancel your Foxtel on T-Box service and you may have to pay us for reasonable loss, cost, expense, or damage arising from your breach. For example, if you show a program in any location or public area outside your premises, we may charge you an amount based on how much we pay to Foxtel under their agreement with the relevant channel provider.

## **Changes to Foxtel on T-Box**

1. We may change the Foxtel on T-Box service to reflect changes made by Foxtel by:
  - a. changing the scheduled programs or broadcast times within your Foxtel on T-Box service; or
  - b. changing or withdrawing a Foxtel on T-Box channel or Foxtel On-Demand program.
  - c. If we do so, we will make the changes in accordance with the process set out in the 'Changes to these terms and conditions' clause below.

### **Changes to these terms and conditions**

1. From time to time, we may change these terms and conditions, as set out below.
2. We will give you prior notice of any change unless:
  - a. we need to immediately make the change in order to act legally or for urgent operational or technical reasons;
  - b. the change is a decrease in price; or
  - c. we reasonably consider that the change is likely to have no more than a minor detrimental impact on you.
3. Your first use of Foxtel on T-Box after we have notified you of a change will constitute your acceptance of that change. If you are materially worse off due to a change to these terms and conditions you may cancel your Foxtel on T-Box service immediately at <http://telstra.com/tboxsetup> and contact us on 1300 136 841 for a refund of any unused portion of your monthly charges.

### **Trade Marks**

1. The Foxtel trade mark is used under licence by Foxtel Management Pty Limited.