

## Things you need to know

Telstra Phonecards are sold subject to the terms in the Public Payphones section of Our Customer Terms (available for inspection at most Telstra Shops or at [www.telstra.com.au/customerterms/index.htm](http://www.telstra.com.au/customerterms/index.htm)). A summary of the important terms (“Things you need to know”) are included below and a copy is available at the point of sale which you should read. Opening the package of this Telstra Phonecard indicates that you are aware of and accept these terms. Do not accept a Telstra Phonecard where the package has been opened or tampered with.

### Using a Telstra Phonecard

1. You can make calls from most of our public payphones using a Telstra Phonecard.
2. Telstra Phonecards are not credit cards or account cards. They have a stored value that cannot be increased. The charges for calls you make from one of our public payphones are deducted from the stored value of the Telstra Phonecard you use to make the call.
3. Each time you insert your Telstra Phonecard in one of our public payphones, you will see the remaining stored value displayed.
4. You must not bend, overprint, deface or modify our Telstra Phonecards in any way. Also you must not expose them to magnetic or electrical sources, excessive heat or moisture or try to reverse engineer or decompile any microchip or software in it.

### When Telstra Phonecards end

5. Telstra Phonecards end on the date shown on the back of the card or when the stored value reaches zero. We do not promise that the card will work after the end date. The stored value on the Telstra Phonecard automatically reduces to zero after the end date.

### Replacing Telstra Phonecards

6. Telstra Phonecards are non-refundable, which means we do not give cash or credit refunds for any unused value. However, in some cases (see below) we will replace your Telstra Phonecard with a Replacement Phonecard.
7. If your Telstra Phonecard is faulty when you buy it, or before it ends, you can send us your card and a completed Telstra Phonecard Replacement Form and we will give you a Replacement Phonecard for the unused stored value on your card.
8. If value is incorrectly deducted from your Telstra Phonecard because a public payphone or your Telstra Phonecard does not work properly, you can send us your card and a completed Telstra Phonecard Replacement Form and we will give you a Replacement Phonecard with a stored value equal to the amount incorrectly deducted, plus the remaining unused stored value on your card. This does not apply where the malfunction was caused by you.
9. If your Telstra Phonecard is marked “complimentary”, “with compliments”, “not for resale” or “On expiry your Phonecard will have no further value. Any unused value at the time of expiry is not refundable” (or words to that effect), and ends before you have used all the stored value, we will not replace your card.

10. However, if your Telstra Phonocard is not marked with any of the words above, and it ends before you have used all the stored value, you can send us your Phonocard and a completed Telstra Phonocard Replacement Form and we will give you a Replacement Phonocard for the unused stored value on your Phonocard.
11. When we replace a Telstra Phonocard, we work out the unused stored value of the Telstra Phonocard when we receive it. The original card sent in for replacement (including any collector packaging) will not be returned.
12. We do not replace stolen or lost Telstra Phonocards.

### **Liability**

13. A summary about your and our liability in relation to the Telstra Phonocard follows. The complete liability provisions can be found in the General Terms of Our Customer Terms (available for inspection at most Telstra Shops or at [www.telstra.com.au/customerterms/index.htm](http://www.telstra.com.au/customerterms/index.htm)) and it is very important that you read them.  
**Our liability to customers:** We accept liability in relation to our breach of contract or negligence if it causes personal injury or death. We will also replace or repair any damage to property as a result of our breach or negligence. In all other cases, we may exclude or limit our liability depending, amongst other things, on whether you are a consumer, small business or corporate customer. To the extent that our liability cannot be lawfully excluded but can be limited, our liability is limited to resupplying or repairing the relevant services or goods where it is fair and reasonable to do so.  
**Your liability to us:** Generally customers are liable to us for breach of contract or negligence under the principles applied by the courts. Some customers may also be required to indemnify us for certain types of losses we suffer.
14. Despite our reasonable care, we do not promise that our public payphones will accept a Telstra Phonocard or will always be available to use.
15. We have exercised reasonable care in implementing security measures on Telstra Phonocards to prevent fraud. As such, we cannot be responsible for any fraud by a third party relating to a Telstra Phonocard in the unlikely event that such fraud occurs.

### **General**

16. The terms set out in the General Terms of Our Customer Terms also apply, except to the extent they are inconsistent with the terms in the Public Payphones section of Our Customer Terms.
17. We can unilaterally change most of the terms (including price) on which we supply the Telstra Phonocard service to you. Generally, subject to some exceptions, if a change is not required by law or necessary for security or technical reasons and has more than a minor detrimental impact on you, we will tell affected customers a reasonable period beforehand (such as by putting a scrolling message on Telstra payphone screens) so affected customers who still have value stored on their card have a reasonable opportunity to use up any stored value before the change. If a change will have a detrimental impact, we may also publish a notice in a relevant newspaper summarising the change 3 business days beforehand.

If you have any questions about using Telstra Phonocards or would like a copy of the current terms (“Things you need to know”), please phone FREECALL™ **1800 676 638** (a free call from most fixed phones).

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