

## Optus Sport Terms and Conditions

### 1. Overview

- 1.1. Optus Sport is a content subscription service that provides sports, fitness and other content (“**Content**”) for viewing on Compatible Devices.
- 1.2. Certain Compatible Devices may require the installation of the Optus Sport app in order to access Optus Sport. Optus Sport may also be accessed via the website [Optus Sport](#).
- 1.3. Visit [How to watch Optus Sport](#) for information on Compatible Devices and how to watch Optus Sport.
- 1.4. Optus Sport is provided by Optus Mobile Pty Ltd (ABN 65 054 365 696) or the relevant Optus company that provides your Optus service (“**Optus/we/our/us**”). Optus Billing Services Pty Ltd may provide you with a bill, payment summary or similar in respect of your Optus Sport subscription.

### 2. Agreement

- 2.1. Our provision to you, and your use, of Optus Sport (including apps, website and Content) is governed by these T&Cs which apply to all users of Optus Sport including Direct Customers, Optus Customers and Basic Customers.
- 2.2. Optus accounts and Optus plans are subject to additional terms that are set out in our [standard customer agreement](#).
- 2.3. We may make changes to these T&Cs from time to time in accordance with clause 6.
- 2.4. These T&Cs prevail to the extent of any inconsistency with the terms of the [standard customer agreement](#).
- 2.5. All use of Optus Sport is subject to the [Fair Go Policy](#).
- 2.6. If you are an ‘Optus Sport over Satellite’ customer, the additional terms in Appendix 1 to these T&Cs also apply to your use of Optus Sport.

### 3. Access and Eligibility

- 3.1. You must comply with the following to access Content on Optus Sport:
  - (a) be a Direct Customer, an Optus Customer or a Basic Customer;
  - (b) accept these T&Cs, the Optus [Privacy Policy](#), the [Fair Go Policy](#) and any additional terms and conditions applying to a promotional offering;
  - (c) use a Compatible Device and install the Optus Sport app if necessary; and
  - (d) pay any required fees and charges (depending on your subscription type).
- 3.2. In order to become a Basic Customer (which may require you to register for a free Optus Sport account and disclose certain personal information), you must have the consent of your parent or guardian if you are under 15 years of age.
- 3.3. In order to become a Direct Customer or an Optus Customer, you must be at least 18 years of age.

- 3.4. For information on how to access Optus Sport as a Direct Customer or an Optus Customer, please visit [Signup](#).

#### 4. Subscriptions and Payment

- 4.1. Subject to any rights you may have under these T&Cs and your statutory rights under the Australian Consumer Law, if you are a Direct Customer or an Optus Customer with a paid Optus Sport optional extra or 'Add-On':
- (a) you will be charged for your Optus Sport subscription in advance on a recurring (except for prepaid add-ons) periodic basis as agreed with you at the time you purchase your Subscription ("**Subscription Period**"). All amounts charged are inclusive of goods and services tax ("**GST**") unless expressly indicated otherwise;
  - (b) the minimum period is the first month, year or other duration of your Subscription Period, as applicable. You are entitled to cancel your subscription at any time which will take effect after your minimum period. If you cancel part way through a Subscription Period (including your minimum period), you will not be refunded for any charges for the remainder of your Subscription Period, however you will retain access to Optus Sport until the end of the relevant Subscription Period (including your minimum period); and
  - (c) unless you advise us prior to the end of your current Subscription Period, your subscription will automatically renew at the end of your Subscription Period for a further Subscription Period of the same duration (unless otherwise agreed). For all Subscription Periods other than monthly Subscription Periods, we will provide you with at least 30 calendar days' notice of the upcoming renewal of your Subscription Period. After we have given you notice, if you do not cancel your subscription prior to the end of your current Subscription Period, your subscription will be automatically renewed for a further Subscription Period of the same duration and you authorise us to charge the then current subscription price to your payment method.
- 4.2. If you are a Direct Customer who has signed up via the Optus Sport website, you will be charged by Optus via your chosen credit card or other available payment method. You will continue to be charged on the basis on which your Subscription Period recurs until you cancel through your Optus Sport account. Cancellation will take effect at the end of your current Subscription Period and, subject to any rights you may have under these T&Cs and your statutory rights under the Australian Consumer Law, we will not provide a refund or credit for any partially used Subscription Period. You can update your payment method via your Optus Sport account and, following any update, you authorise us to continue to charge you via the updated payment method.
- 4.3. If you are a Direct Customer and your billing is managed by an app store such as the Apple App Store or Google Play Store, you will be charged via your chosen app store payment method. You will continue to be charged on the basis on which your Subscription Period recurs until you cancel your subscription through the relevant app store in accordance with the relevant app store's cancellation process. Billing, payment, cancellation and the availability of refunds/credits will be in accordance with the relevant app store's terms and conditions and policies.
- 4.4. If you are an Optus Customer with a paid Optus Sport optional extra or 'Add-On', charges will be added to your Optus account and payment taken in accordance with the applicable provisions of the [standard customer agreement](#). You will continue to be charged on the basis on which your Subscription Period recurs until you cancel via your Optus Sport account. Cancellation of your Optus Sport subscription will take effect at the end of your current Subscription Period and, subject to any rights you may have under these T&Cs and your statutory rights under the Australian Consumer Law, we will not provide a refund or credit for any partially used

Subscription Period.

- 4.5. Uninstalling the Optus Sport app from your Compatible Device will not automatically cancel your Optus Sport subscription.
- 4.6. Optus Sport gift cards and Optus Sport prepaid add-ons are paid in advance and (subject to your statutory rights under the Australian Consumer Law) cannot be refunded once activated.
- 4.7. Subscriptions redeemed via gift card provide access to Optus Sport for the time-period set out on the relevant gift card from the date activated online and are subject to the terms and conditions of the gift card.
- 4.8. Optus Sport prepaid add-ons provide access to Optus Sport for a specified number of days from the date the add-on is purchased via the [My Optus App](#).
- 4.9. For Direct Customers and Optus Customers with an Optus Sport optional extra or 'Add-On', Optus may introduce or change a fee to access Optus Sport on no less than 30 calendar days' notice. If you do not wish to accept the fee change, you may cancel your Optus Sport subscription in accordance with clause 7. If you do not cancel after we provide notice of the fee change and prior to your first Subscription Period renewal after the fee change takes effect, your subscription will be automatically renewed at the new fee and you authorise us to charge your payment method the new fee amount.
- 4.10. For Optus Customers with Optus Sport included with their plan, Optus may introduce or change a fee to access Optus Sport on no less than 30 calendar days' notice. If you do not wish to accept the fee change, you may cancel your Optus Sport subscription in accordance with clause 7. If you do not make any change to your plan prior to the date on which the new fee is introduced, you authorise us to charge the new fee to your chosen payment method from the effective date of the fee change.

## **5. Optus Sport Service**

- 5.1. The number of Compatible Devices able to be registered to an Optus Sport account at the same time is limited to four Compatible Devices. Concurrent viewing of Content is limited to one Compatible Device at the same time per Optus Sport account. We may change the maximum number of authorised Compatible Devices and/or the number of concurrent views per Optus Sport account at any time by giving you reasonable notice in accordance with clause 6.3.
- 5.2. Optus Sport is delivered using adaptive bitrate streaming technology at a resolution of up to 1080p (Full HD) depending on the combination of your device hardware, operating system version and in some cases your internet connection (including bandwidth). Note that the use of other devices and internet applications on the same internet connection at the same time may cause a degradation in video quality as well as other factors such as the speed of your connection and your internet provider's network capacity. For more information on how to watch Optus Sport in 1080p (Full HD), see [How to watch Optus Sport in 1080p HD \(Full HD\)](#).
- 5.3. Viewing of Content on Optus Sport may incur data charges and/or be counted towards your data usage allowance (including Optus Sport app authentication and analytics). If your mobile or internet service is restricted or throttled, the quality of your Optus Sport viewing experience may be impacted.
- 5.4. The Optus Sport mobile apps allow you to choose higher or lower resolution video streams. This may be helpful if your bandwidth is limited or if you are experiencing buffering issues. We recommend leaving the setting on Auto. The higher the resolution you select when using a mobile network, the greater your mobile data usage (which can result in unexpectedly high usage

charges, depending on your mobile service) and the greater your battery usage.

5.5. Optus Sport is a variable service. You acknowledge and agree that Optus Sport, and our supply of Content, relies on rights granted by our content licensors and is subject to change. Live Content (such as football matches) may be subject to change, rescheduling and cancellation due to factors beyond our control, including inclement weather or pandemics. We may (without limitation) vary, reschedule, replace, restrict or withdraw Content or Optus Sport service features without notice. If we make any such change to Content or service features, you may cancel your Optus Sport subscription in accordance with clause 7.

5.6. We may cease offering Optus Sport at any time and, in such event:

(a) we will provide you with no less than 30 calendar days' notice of the date of cessation; and

(b) for Direct Customers and Optus Customers with an Optus Sport optional extra or 'Add-On':

(i) effective from the date of cessation, you will no longer be charged for nor have access to Optus Sport; and

(ii) we will refund to you on a pro-rata basis any amounts already paid by you in relation to your Optus Sport subscription entitlements that are not able to be received beyond the date of cessation; or

(c) for Optus Customers with Optus Sport included with your plan, effective from the date of cessation you will no longer have access to Optus Sport. For any rights you may have in relation to your Optus plan, the change provisions in your plan apply as set out in the applicable [standard customer agreement](#).

## **6. Changing these T&Cs**

6.1. Other than changes under clauses 4.9 and 4.10, we may make changes to these T&Cs from time to time as follows:

(a) for changes to fees and charges required by law or a regulatory authority (such as an increase in GST), we will give you no less than 30 calendar days' notice of these changes and, where this is not possible, as much notice as is reasonably practical; and

(b) for other changes that we reasonably consider may have more than a minor impact on you, we will provide you with no less than 30 calendar days' notice of any change.

6.2. If any change is made to these T&Cs which causes more than a minor impact to you, you may cancel your Optus Sport subscription in accordance with clause 7.

6.3. If we need to give you notice of a change to these T&Cs or to the Optus Sport service features or Content, we may do so by one or more of the following methods that we consider reasonable in the circumstances or as otherwise required by law, including by way of notifications within the Optus Sport app, by email, SMS, phone call (including recorded messages), direct mail, bill or payment statement message or insert, in person or by making information available on the Optus Sport and/or Optus websites or at retail outlets.

## **7. Cancellation Rights**

7.1. Subject to clause 7.3, where you have the right to cancel your Subscription under these T&Cs, then the following applies:

- (a) if you are a Direct Customer, you may cancel your Optus Sport subscription via your Optus Sport account;
- (b) if you are an Optus Customer with a paid Optus Sport optional extra or 'Add-On', you may cancel your Optus Sport optional extra or 'Add-On' via your Optus Sport account; or
- (c) if you are an Optus Customer with Optus Sport included in your plan, you may cancel your Optus Sport inclusion via your Optus Sport account.

7.2. Subject to your statutory rights under the Australian Consumer Law, if you cancel pursuant to clause 5.5 or 6.2, then the following applies:

- (a) if you are a Direct Customer or an Optus Customer with a paid Optus Sport optional extra or 'Add-On', cancellation will take effect at the end of your current Subscription Period; or
- (b) if you are an Optus Customer with Optus Sport included in your plan, cancellation of your Optus Sport inclusion will take effect at the end of your current billing period and no credit or compensation will be provided. For any rights you may have in relation to your Optus plan, the terms of your plan apply as set out in the applicable [standard customer agreement](#).

For the avoidance of any doubt, this clause 7.2 prevails over any other term in these T&Cs or the terms in any other customer agreement you have with us in respect of an Optus plan.

7.3. Subject to your statutory rights under the Australian Consumer Law:

- (a) if you cancel pursuant to clause 4.9, cancellation will take effect at the end of your current Subscription Period unless agreed otherwise; or
- (b) if you cancel pursuant to clause 4.10, cancellation of your Optus Sport inclusion will take effect from the date of the fee change. You may also have additional rights to change or cancel your plan as set out in the applicable [standard customer agreement](#).

## **8. Intellectual Property**

8.1. You acknowledge and agree that all intellectual property rights subsisting in the Optus Sport service (including apps), the Optus Sport logo and trade mark, and the Content are owned by us, our Content licensors or other licensors (as the case may be) and are protected by copyright laws as well as other laws and treaties relating to intellectual property rights. The Content includes video footage, audio, photographs, text, images, statistics, logos, designs, trademarks, copyright subject matter and other intellectual property. Neither we nor our Content licensors or other licensors transfer any title, right or interest to or in the Content or Optus Sport to you.

8.2. We grant you a limited, personal, non-exclusive, non-transferable and revocable licence to access and use Optus Sport (including the right to install Optus Sport apps) and to view the Content in accordance with these T&Cs and all applicable laws.

## **9. Unauthorised Activity**

9.1. Optus may employ measures for the detection of piracy, unlawful activity or unauthorised access to, or use of, your Optus Sport account ("**Unauthorised Activity**"). You acknowledge that any Unauthorised Activity through any means is an illegal act that may cause Optus and our Content licensors considerable damage. To the extent that you caused or contributed to any Unauthorised Activity, you indemnify us against any claim, damage, loss, cost or expense (including reasonable legal expenses) we incur arising from any Unauthorised Activity. If Optus

reasonably determines that you are or were engaged in any Unauthorised Activity, Optus may immediately suspend or cancel your access to Optus Sport without notice. Optus reserves all rights available to it in relation to any suspected or actual Unauthorised Activity.

## **10. Disclaimers**

- 10.1. Optus Sport is an internet-delivered service that requires an internet connection. The quality of the display of Content on your Compatible Device and stream loading times may vary from time to time depending on the Compatible Device, your access technology (e.g. home Wi-Fi network) and the internet service that you use to access Optus Sport. Quality may also be affected by factors such as the original quality of the Content, your location, the status, speed and capacity of, and congestion on, the network that you use to access Optus Sport. We make no warranties or representations to you regarding the video quality of the Content, nor do we warrant that your use of Optus Sport will be uninterrupted or error free. We are not responsible if Optus Sport is suspended, interrupted or unavailable due to mobile or internet network connections.
- 10.2. Optus Sport is expressly supplied to you on an 'as-is' basis and is not guaranteed to be a continuous or fault-free service. We are not liable to you for interruptions to the service caused by an intervening event or where we need to suspend or interrupt delivery of Optus Sport without notice to perform updates, upgrades, fix faults or conduct maintenance. We will endeavour to do so at off-peak times, although this may not always be possible.
- 10.3. From time to time, Compatible Device manufacturers or the provider of the Compatible Device operating system may impose changes that limit or restrict your use of Optus Sport on that device. In such event, we will try to notify you of these changes in advance, but it may not always be possible to do so.
- 10.4. We recommend that **you** consult and follow the advice of your physician before commencing any of the workouts available on Optus Sport (including OS Fitness Content), especially if you have any pre-existing medical condition, high blood pressure or are pregnant or in post-pregnancy. If at any time you feel you are exercising beyond your current fitness level, or if you experience any faintness, dizziness, discomfort, pain or nausea while exercising, you should stop exercising immediately. You are responsible for exercising within your limits and you assume all risk of injury to yourself and those participating with you.
- 10.5. Subject to your statutory rights under the Australian Consumer Law, we are not liable to you for any indirect, consequential or special losses, or loss of profit or revenue, loss of anticipated savings, loss of data or loss of value of equipment you suffer, however caused, arising from your use of Optus Sport. Nothing in these T&Cs is intended to exclude liability for fraud or any other representations which cannot be excluded by law.

## **11. Additional Conditions**

- 11.1. Subject to applicable laws, you must not, and must not attempt to or authorise, assist, encourage or enable any other person to:
  - (a) circumvent, remove, decompile, decrypt or alter any encryption, digital rights management and anti-piracy measures used in connection with the provision of Optus Sport to you;
  - (b) except as expressly permitted under these T&Cs, use, download, alter, modify, copy, distribute, transmit, retransmit, relay, reproduce, display, publish, reverse engineer, or otherwise deal with any Content;
  - (c) access your Optus Sport subscription from a location outside Australia; or

- (d) breach any applicable law, infringe anyone else's rights, or harm property or people in connection with your Optus Sport subscription.
- 11.2. You must take all reasonable steps to maintain the confidentiality of your Optus Sport account details (including your username and password) and not provide those details to any third party or permit account sharing. You must immediately notify Optus of any unauthorised access to your Optus Sport account.
- 11.3. You are responsible for the acts and omissions of any person who uses your Optus Sport account or subscription, whether or not that person was authorised to do so by you. You accept full responsibility for reviewing any Content classification information or other warnings or guidance supplied for the purpose of informing, and where appropriate safeguarding, you and other viewers of the Content including children.
- 11.4. You agree that Optus Sport is intended for informational and entertainment purposes only. The Content does not constitute legal, financial, professional, medical or healthcare advice or diagnosis and cannot be used for such purposes. Content may contain flashing lights sequences or patterns which may affect users who are susceptible to photosensitive epilepsy or other photo-sensitivities.
- 11.5. Your Optus Sport subscription is for your own personal and non-commercial use and is not to be resold or used for any commercial or business purpose or displayed for public viewing in your premises or place of business and you must not share or otherwise distribute any of the Content to any third party without our prior written consent. If you wish to show Optus Sport in your venue, please visit [Commercial Venues](#) to arrange an Optus Sport commercial subscription.
- 11.6. We may cancel or suspend your access to Optus Sport including where you do not meet eligibility requirements, information you have provided is false or incomplete or, for Optus Customers, your Optus account or plan is suspended or cancelled.
- 11.7. You must keep up to date, and ensure the accuracy of, your Optus Sport account details.
- 11.8. Optus reserves the right to cancel or suspend your access to Optus Sport if you breach these T&Cs (including this clause 11).

## **12. Privacy and Advertising**

- 12.1. Optus collects, stores, uses and discloses your personal information in accordance with Optus's Privacy Policy available at [Privacy Policy](#) and Optus's Cookie Policy available at [Cookie Policy](#). By creating an Optus Sport account, you consent to such use of your personal information in accordance with the Optus Privacy Policy and Cookie Policy. You can review and update your account information and manage your communication preferences at any time by logging in to [My Account](#) or [Optus Sport](#).
- 12.2. In accordance with our Privacy Policy and Cookie Policy, we may collect and use information about your use of Optus Sport and on third party websites and apps to help serve advertising or other content which might be relevant to your interests. You can customise your preferences for interest-based advertising at any time from the 'Settings' section of Optus Sport [here](#). For more information on how to opt-out of receiving relevant advertising, please refer to our Cookie Policy.

## **13. General**

- 13.1. Governing Law. These T&Cs are governed by the laws of the Commonwealth of Australia and the laws of the state or territory in which you normally reside. You and we submit to the exclusive jurisdiction of the courts of the Commonwealth, and its states and territories.

- 13.2. Waiver. Failure to exercise, or delay in exercising, a right under these T&Cs does not constitute a waiver or prevent further exercise of such right.
- 13.3. Assignment. We may wholly or partly assign or transfer our rights and/or obligations under these T&Cs at any time. We may arrange for any of our obligations to be performed by another person, including a supplier or another Optus group company. We will remain responsible for the performance of the obligations.
- 13.4. Severability. If any provision(s) of these T&Cs is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.
- 13.5. Survival. The provisions of these T&Cs which by their nature should survive termination of these T&Cs will continue to apply following termination (termination scenarios include cancellation of your subscription or cessation of the Optus Sport service).
- 13.6. Legislation. A reference to any Act, regulation, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- 13.7. Interpretation. Includes/including means includes/including but without limitation. A heading is for reference only and does not affect the meaning or interpretation of these T&Cs.

## 14. Customer Support

- 14.1. Optus Sport help and support page is available at [Optus Sport Help and Support](#). Help and support is also available via the Optus Sport app.
- 14.2. If your billing is managed via Apple App Store or Google Play Store, please direct billing enquiries to:
- (a) Apple App Store - <https://support.apple.com/en-au/billing>
  - (b) Google Play Store - <https://support.google.com/googleplay>
- 14.3. If you would like to give us feedback or make a complaint, please visit [Give us your feedback](#).

## 15. Definitions

In these T&Cs, unless the context requires otherwise:

- 15.1. **“Australian Consumer Law”** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) as may be amended from time to time;
- 15.2. **“Basic Customer(s)”** means any person who only accesses Free Content (such access may require the registration of that person’s contact details including email address);
- 15.3. **“Compatible Devices”** means devices on which you can watch Optus Sport, as set out at [How to watch Optus Sport](#) (as may be updated by us from time to time);
- 15.4. **“Content”** has the meaning given in clause 1.1;
- 15.5. **“Direct Customers(s)”** means customers who have purchased a standalone Optus Sport subscription whether monthly, annual or otherwise, including via promotional offers;



- 15.6. **“Free Content”** means Content made available to access on Optus Sport at no cost at our discretion and which may be changed or withdrawn at any time without notice;
- 15.7. **“Optus/we/our/us”** has the meaning given in clause 1.4;
- 15.8. **“Optus Customer(s)”** means customers whose access to Optus Sport is available with or added to their Optus account or plan as a free or paid optional extra or ‘Add-On’, or included as part of their mobile or internet service plan, but excludes Optus prepaid mobile customers who purchase an Optus Sport prepaid ‘add-on’;
- 15.9. **“Subscription Period”** has the meaning given in clause 4.1(a);
- 15.10. **“T&Cs”** means these Optus Sport terms and conditions including any schedules and appendices;  
and
- 15.11. **“Unauthorised Activity”** has the meaning given in clause 9.1.

## Appendix 1

### 'Optus Sport over Satellite' Additional Terms

1. The provision of "Optus Sport over Satellite" to existing customers of the service is subject to the additional conditions, limitations and pricing set out in this Appendix. New connections are not currently being offered to the Optus Sport over Satellite service.
2. The Optus Sport over Satellite service is subject to additional terms that are set out in our [standard customer agreement](#). The terms of this Appendix prevail to the extent of any inconsistency with the terms of the [standard customer agreement](#).
3. The fees and charges associated with your existing Optus Sport over Satellite service are in addition to the fees and charges payable for your Optus Sport subscription and your Optus plan and are as follows:

Item	Fee (inclusive of GST) in Australian dollars
Monthly charge	\$20
Non-return/damage fee	\$300
Relocation / Re-installation fee	\$250 for standard re-installations. Non-standard re-installations will be quoted on a case-by-case basis.
Site Visit	\$150
Replacement of remote control	\$30

4. Optus Sport over Satellite is a satellite-delivered service that requires a satellite signal. The quality of the display of Content may vary from time to time and may be affected by factors such as your location and atmospheric conditions. We make no warranties or representations to you regarding the video quality of the Content, nor do we warrant that your use of Optus Sport over Satellite will be uninterrupted and error free. We are not responsible if Optus Sport over Satellite is suspended, interrupted or unavailable due to satellite connections.
5. You can watch Optus Sport over Satellite on your compatible television provided you have an eligible Optus plan, an active Optus Sport subscription and you have agreed to purchase the Optus Sport over Satellite service.
6. Only the live Optus Sport channels (which may vary from time to time) and not any on-demand Content are available on Optus Sport over Satellite. You will also need certain Optus Owned Equipment to be properly installed, unless you have existing infrastructure installed in connection with a Viewer Access Satellite Television ("VAST") service. In this Appendix, "Optus Owned Equipment" refers to the Optus owned equipment that we provide in connection with your Optus Sport over Satellite service.
7. **Equipment and Services**
  - 7.1 To continue to receive and access Optus Sport over Satellite, you must ensure the following Optus Owned Equipment remains properly installed (unless you have existing VAST infrastructure installed):

- (a) **“Smart Card”** means a smart card incorporated into an STB to facilitate access to authorised recipients of the Optus Sport over Satellite service;
  - (b) **“STB”** means a digital set-top box or set-top unit as supplied by us (or is already installed in connection with a VAST service) that is designed to be connected to your compatible television and configured to receive the encrypted signal through a conditional access system, associated cabling, wall plate and other accompanying items; and
  - (c) **“Dish Infrastructure”** means a satellite receiving dish, mounting equipment, associated cabling, amplifier, socket and related equipment.
- 7.2 We require your reasonable co-operation to enable us to provide services such as relocation, reinstallation or site visits safely and lawfully in relation to your Optus Sport over Satellite service. To be able to continue to receive Optus Sport over Satellite, you will (and it is your responsibility to) maintain all required permits and licences, including council approval and building owner and strata consents as applicable, and procure all permissions required for us to attend your premises, access the Optus Owned Equipment and your Optus Sport over Satellite service (including making any necessary physical modifications to your premises) as may be necessary (**“Services”**). You must cover any costs or expenses that we reasonably incur, and any claims made by another person against us, in connection with your failure to maintain all required permits and licences and procure all permissions required for us to attend your premises, access the Optus Owned Equipment and your Optus Sport over Satellite service.
- 7.3 We will charge you for Services at the charges set out in paragraph 3 of this Appendix. You acknowledge that additional charges may be payable for non-standard reinstallations. We will tell you if this is the case, but we may not discover that you require a non-standard reinstallation until we attend your premises (in which case we will inform you of this before commencing the reinstallation). You don’t have to proceed with the reinstallation if you don’t agree to the non-standard reinstallation charges. In that case, you may cancel the Optus Sport over Satellite service by giving us notice and we may charge you for the site visit only.
- 7.4 We may need to make physical modifications to your premises to perform Services. You acknowledge that any loss or damage you may suffer, including to your premises (and to any equipment or property located there) is at your risk and we will not be liable to you for any such loss or damage, except if we are negligent. In that case we’ll cover your losses to the extent set out in the [standard customer agreement](#).
- 7.5 We may agree with you an intended date on which we will perform Services. We will of course aim to keep to this intended date, however we may need to change or reschedule this for various reasons and will not be liable to you in any way should this occur. Also, it may be that on such intended date, Services cannot be performed or completed because of things you have done (or not done), inaccessibility of the premises, your unavailability to attend the appointment, your cancellation of the appointment with insufficient notice to us or non-standard installation requirements which you did not identify to us. In such circumstances we may charge you for a site visit at the charge set out in paragraph 3 of this Appendix.
- 7.6 You may use your existing Dish Infrastructure and/or STB where you have existing VAST infrastructure installed and we have, in our sole discretion, consented to you doing so. Except to the extent we permit you to use your existing Dish Infrastructure and/or STB to continue to receive Optus Sport over Satellite, risk in and responsibility for the Optus Owned Equipment will pass to you on completion of the Services for the relevant item at your premises. You are responsible for any lost, stolen or damaged Optus Owned Equipment after we have supplied it to you. You are also fully responsible for any costs or expenses that we incur or which otherwise arise as a result of us using your existing Dish Infrastructure, except if we are negligent.

- 7.7 Title in the Optus Owned Equipment remains with us as all times. You will not charge, mortgage, encumber, create a lien over or otherwise grant to any person any other rights over any Optus Owned Equipment.
- 7.8 You must ensure that any additional equipment you use in connection with Optus Sport over Satellite (as well as your use of the Optus Owned Equipment) complies with all laws, regulations, regulator directions, notices issued under law and our reasonable directions. You will ensure that all other equipment you use is fully compatible with Optus Sport over Satellite.
- 7.9 You are responsible for any loss of, theft of or damage to the Optus Owned Equipment. The Optus Owned Equipment needs to be used and maintained correctly and in accordance with any instructions we give you. This includes making sure it has suitable space and power and is operational. You will pay any fees and charges relating to the operation, repair and maintenance of the Optus Owned Equipment (except as otherwise provided for in the terms of any warranty applicable to it), as stated in this Appendix.
- 7.10 If the Optus Sport over Satellite service is cancelled for any reason, you must immediately stop using the service, cease using any of the Optus Owned Equipment to access Optus Sport over Satellite and follow all directions we give you in relation to the handling and return of that Optus Owned Equipment.
- 7.11 You must give us written notice of any changes you wish to make to your Optus Sport over Satellite service (including any proposed changes to your premises). You acknowledge that relocations to other premises or locations are only possible within designated areas within Australia.
- 7.12 If we agree to make the requested changes, we will notify you of any revised or additional charges and any extra or changed terms that may apply. Once any modifications are complete, you will be responsible for complying with any revised terms or paying any fees, including relocation fees and other applicable charges.

## **8. Use of Optus Owned Equipment**

- 8.1 You must use the Optus Owned Equipment only for the purposes of receiving Optus Sport over Satellite and in accordance with their respective manuals or operating instructions. You must not:
- (a) connect any other equipment to the Optus Owned Equipment; or
  - (b) remove any of the Optus Owned Equipment,
- unless we instruct you to or you first obtain our consent. If you do so other than under our instructions or without our consent then we will not be liable for any consequences of your actions and you will be liable to pay:
- (c) any fees that may become due to us, even if those fees relate to the provision of Optus Sport over Satellite; and
  - (d) our reasonable fees to rectify any consequences of your actions.
- 8.2 Care should be taken when moving or relocating the STB. Moving or relocating the STB during use can cause irreparable damage to the STB. If you move or relocate the STB or any other Optus Owned Equipment, we are not responsible for any consequences of your actions.
- 8.3 If you damage the Optus Owned Equipment, we may charge you a damage fee as set out in paragraph 3 of this Appendix.

## 9. **Warranty for Optus Owned Equipment**

9.1 In addition to your statutory rights under the Australian Consumer Law, we provide a warranty for the Optus Owned Equipment at no extra cost for the warranty period, on the terms set out in this paragraph 9.

9.2 If you notify us of a fault with any of the Optus Owned Equipment we have supplied to you within the warranty period, we will, at our option, repair, replace, or provide credit for the faulty item at no cost to you.

9.3 If we do not find a fault, or if the fault was caused by:

- (a) any equipment which is not Optus Owned Equipment;
- (b) any interference caused by an intervening event;
- (c) any interference with or modification to the Optus Owned Equipment or a failure to use it in accordance with instructions; or
- (d) damage caused by you,

then we will charge you for the repair or replacement including associated shipping, handling and/or service call fees. We will tell you how much these charges are likely to be before you incur them.

9.4 You may be charged a one-off delivery cost. We may waive this delivery charge from time to time for purchases completed online.

9.5 Optus will endeavour to deliver your Optus Owned Equipment within 10 business days of your order.

## 10. **Your Use of the Service**

You won't, and won't allow anyone else to, use or attempt to use Optus Sport over Satellite or the Optus Owned Equipment:

10.1 other than for the purpose of watching Content on your compatible television, through the Optus Sport over Satellite service in accordance with this Appendix;

10.2 in a way that damages, interferes with or interrupts the Optus Sport over Satellite service, the Optus Network or a Network of a Supplier ('Optus Network', 'Network' and 'Supplier' having the meaning given in the [standard customer agreement](#));

10.3 to exhibit Content to anyone other than members of your household, for private, non-commercial viewing only, at your premises;

10.4 to display Content on any device other than a compatible television connected to a STB in your premises;

10.5 to permit the re-broadcast, re-supply or re-distribution of Content or Optus Sport over Satellite (or any part of it or them) to any person; or

10.6 in a way that does not comply with our Fair Go Policy – [Appendix S](#).

## 11. Smart Cards

- 11.1 You will receive a single Smart Card incorporated in each STB you are authorised to use with Optus Sport over Satellite. You may only use the Smart Card in the STB in which it is originally incorporated and first used. You must not move Smart Cards between STBs. You must not tamper with or remove a Smart Card or open or otherwise tamper with a STB and you may only use them at your premises.
- 11.2 We may cancel or de-authorise a Smart Card at any time if we reasonably believe or suspect it has been or may be used in an unauthorised manner. We may also periodically replace Smart Cards as a security measure or upgrade STBs. You must comply with our reasonable instructions and grant us access to your relevant premises on our request in relation to such replacement or upgrade. You must contact us immediately if a Smart Card is lost or damaged or if you think there is a problem with its operation.

## 12. Additional Terms for Optus Sport over Satellite

- 12.1 In addition to the cancellation events set out in the [standard customer agreement](#), we may cancel your access to Optus Sport over Satellite with immediate effect by giving you notice if you breach paragraphs 10 or 11 above (which are essential terms of these T&Cs). Such termination will be treated as a termination for irremediable breach under the [standard customer agreement](#).
- 12.2 We may also suspend or cancel your access to Optus Sport over Satellite with immediate effect by giving you written notice if a fault in the Optus satellite network means there is not enough satellite capacity to service all of our satellite customers, and we are therefore unable to continue transmitting Content to you. Such termination will be treated as a termination for an emergency under the [standard customer agreement](#).
- 12.3 An intervening event (as described in the [standard customer agreement](#)) also includes, in the case of Optus Sport over Satellite, rainstorm, hail, sun transit (meaning any period during which electromagnetic radiation from the sun causes interference or results in a failure of the Optus Sport over Satellite service including a failure to meet any of the requirements set out in this Appendix), asteroids or other space calamity.
- 12.4 In any situation in which we are entitled to cancel or suspend the Optus Sport over Satellite service, we may downgrade the service. Downgrading a service will not waive our rights to later cancel and/or suspend the service.
- 12.5 We may cease offering Optus Sport over Satellite at any time and, in such event:
- (a) we will provide you with no less than 21 calendar days' notice of the date of cessation;
  - (b) effective from the date of cessation, you will no longer be charged for access to Optus Sport over Satellite; and
  - (c) we will refund to you on a pro-rata basis any amounts already paid by you in relation to entitlements that are not able to be received beyond the date of cessation subject to you returning to us all Optus Owned Equipment and Smart Cards as directed.
- 12.6 You have the right to cancel your Optus Sport over Satellite service in accordance with the [standard customer agreement](#).
- 12.7 Your Optus Sport over Satellite service will not automatically be cancelled if you cancel your Optus Sport subscription or your Optus plan. The Optus Sport over Satellite service is separate from your Optus Sport subscription and Optus plan and needs to be cancelled separately (for contact options, please see [Contact us - Optus](#)).