

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), the relevant Optus company that provides your Optus service or such other company that we have under clause 13.3 advised you will provide Optus Sport or any replacement of that (“**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](#).

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, novation and performance of obligations. We may wholly or partly assign or novate some or all of our rights, benefits and/or obligations under these T&Cs at any time in connection with a restructure, or a sale of all or some of our assets or business to another entity (**New Provider**) without your consent by giving you at least 7 days' prior notice of the assignment or novation.

If we notify you that we intend to novate our rights, benefits and/or obligations to a New Provider:

- (a) we will ensure that:
 - (i) the New Provider is an entity which, in our reasonable view, is financially viable and will provide you with a service that is substantially similar to Optus Sport; and
 - (ii) the terms and conditions between you and the New Provider (**New Provider T&Cs**) will be substantially equivalent to these T&Cs (and we will provide you with a link to the New Provider T&Cs when we notify you of the novation);
- (b) we remain responsible to you for the rights, benefits and obligations which arise under these T&Cs before the date of any novation;
- (c) unless you cancel under clause 13.3(d) below, you accept that the New Provider (and not us) will provide you with a substantially similar service to Optus Sport under the New Provider T&Cs from the date of novation; and
- (d) in any event, you may at any time before the date of novation cancel your Optus Sport subscription under clause 7, with such cancellation taking effect at the end of the billing cycle that applies to you.

Also, we may arrange for any of our obligations to be performed by another person, which may be another Optus group company or a third party. While we do not require your consent for this, where we do arrange for performance of our obligations by another person, we will remain responsible for the performance of the obligations.

For the avoidance of any doubt, this clause 13.3 prevails over any other term in these T&Cs or the terms in any other customer agreement you have with us, including the applicable standard customer agreement.

- 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.