

## **What is Optus Sport Paid Subscription**

Optus Sport Paid Subscription (“Service”) is a content subscription for viewing selected Optus Sport Content (“Content”) on a limited access basis, or a live and on-demand basis, using your compatible devices, which may include your TV, personal computer, or compatible mobile or tablet device.

The Service is available as set out in the ‘Ways to Watch’ section below

## **Subscription**

The Service contains content which is provided to consumers at no charge (“Non-Premium Subscription”) and a Premium Subscription is provided to consumers for a fee (“Premium Subscription”):

### **Non-Premium Subscription includes**

- access to browse the App but specifically excludes viewing audiovisual content.
- Stats, tables, fixtures, rankings

### **Premium Subscription. In addition to Non-Premium subscription content, this includes:**

- Live audiovisual content, including matches
- On-demand audiovisual content including replayed matches, highlights, news, press conferences, short form content

## **Ways to Watch**

You can watch the Service using a number of different devices and access technologies. The features and functionality of the Service will differ depending on the device and access technology used, as well as whether you have a Premium or Non-Premium Subscription.

**Mobile and Tablet** – the Service is available via a mobile application (“App”) on compatible mobile phones or tablet devices and is streamed in standard definition format.

**Computer** - The Optus Sport Website [www.sport.optus.com.au](http://www.sport.optus.com.au) is available on PC or Mac computers (including laptops). The browsers that are supported are listed on the Optus Sport Website. You may not be able to access some or all of the Service if you use an unsupported browser.

**Apple TV** – you can access the App via the app store on Gen 4 or later Apple TV. You can also use AirPlay to view the Service on Apple TV-enabled TV sets.

**Google Chromecast** – you can access the Content through the App on your compatible television.

**Fetch** – you can access the Content on your compatible television, through the Fetch service using a Fetch Set Top Box (STB) provided by Optus including ‘Mini’ STB and 2nd Generation or later STB.

**Microsoft Xbox** – you can access the App via the Xbox store on Xbox One and Xbox One S.

**Amazon Fire TV** – you can access the Content through the App via your Fire TV device on your compatible television.

## **Accessing the Service**

You must be an Australian resident, viewing the content in Australia for personal, non-commercial use. You must be over the age of 15.

Consumers who want to subscribe to the Service on their mobile or mobile broadband device can go to the Apple App Store or Google Play Store and download the Optus Sport App. All subscribers need to:

- Create an Optus Sport account – register your email and create a password in the App to create a Non-Premium Subscription;
- Subscribe and pay through the App to upgrade to a Premium Subscription.

### **Non- Premium Subscription**

There are currently no fees or charges to access the Non-Premium Service, although data charges from your service provider apply. Optus may choose to charge a fee for Non-Premium Subscription at any time or withdraw the Non-Premium Subscription with 21 days' notice.

### **Premium Subscription**

If you are an Optus customer, you may be eligible to add an Optus Sport (Premium) subscription at no extra cost, or at \$15.00 per month on your current plan. Please check your eligibility [here](#) before signing up to pay for an Optus Sport Premium Subscription to ensure you are not charged twice.

The Premium Subscription is charged at \$14.99 per month when purchased through the App. The minimum subscription period is 1 month. If you cancel part way through a month, you will not be refunded for any charges for the remainder of that month, however you will have access to the Premium Subscription until the end of that month.

Charges are incurred via the Apple App Store or Google Play Stores. Optus may choose to introduce alternative billing mechanisms to add to or replace these methods in the future.

You will continue to be charged a monthly subscription of \$14.99 per month (rolling 30-day subscription) for the Service, until you unsubscribe through Google Play store or Apple App store. You are entitled to cancel your Service at any time, after a minimum 1-month subscription. You must cancel the subscription through the Apple App Store or Google Play Store. Optus cannot cancel your Optus Sport Premium Subscription on your behalf.

Uninstalling the App will not automatically stop your subscription. You must cancel the subscription to stop incurring further charges. If the App is removed from the app store where you downloaded the App, your subscription will be cancelled and any future subscription charges will be automatically cancelled but past charges will not be refunded.

### **Service**

We will send you information relating to your account (including notices) in electronic form only (e.g. within the App, by email or SMS).

In order to watch the Service on your devices, you must authorise those devices for use with your Service. You may authorise a maximum of four (4) devices at any one time for use with your Service

and you may only de-authorise one authorised device per calendar month. You can manage your authorised devices using your Optus Sport Account. Please login to your account at [www.sport.optus.com.au](http://www.sport.optus.com.au) and go to settings - devices. You can only watch the Service on one of your authorised devices at any one time.

The Service is delivered using Adaptive Bitrate Streaming Technology at a resolution of up to 720p. The Service will work best when you have internet bandwidth of 3Mbps or greater (7Mbps or greater for 2<sup>nd</sup> Generation Fetch boxes). Note that the use of other internet applications on the same internet connection at the same time may cause a degradation in video quality.

The Service is supported on Web (Chrome, Safari, Edge and Firefox), IOS, Android, Apple TV (4<sup>th</sup> Generation). The Service can be cast from a supported device using Chromecast and AirPlay. The App is available on Microsoft Xbox and Amazon Fire TV platforms which you can log into using your Optus Sport credentials.

The content you stream via the Service may be metered (i.e. by your internet service provider) and counted towards any usage allowance you have and/or be charged to you by your provider.

We may decide not to make the Optus Sport Paid Subscription available, at our discretion, and we will provide you with 21 days' notice of any such change. If we make the Service unavailable, you will not continue to be charged for the Service.

If you use an Optus Pre-Paid Mobile Service to watch the Service, you need a positive credit/data balance to access the App, including where any content may be streamed without using your data.

Where you watch the Content using a broadband internet service that is provided to you by a service provider other than us, you may incur charges for use of data or your service may be throttled, based on your data consumption in connection with Service. We have no control over, and are not responsible for or liable to you in respect of, your use of any third party broadband internet service. We will not provide you with any data usage monitoring capability in connection the Service.

### **Data Charges**

Live games do not incur data charges on selected Optus plans, other than for App authentication and analytics. Other content, such as on demand games incur data charges for pre-roll ads, authentication & App analytics. Optus prepaid customers need to have a positive MyData/MyCredit balance in order to access Optus Sport or Optus Sport Premium content. For prepaid customers on Daily Plans, accessing the Optus Sport app will trigger a daily charge.

If you are watching via your broadband connection (e.g. via Fetch, the Optus Sport Website, etc), advertising and analytics delivered through the Service (specifically pre-roll and banner advertisements) and user authentication through the Service will not be zero-rated and will be counted against your data usage. If your broadband service is restricted or throttled, the quality of your Service (i.e. your viewing experience) will be impacted.

### **Intellectual Property**

You acknowledge and agree that all intellectual property rights subsisting in Service and the content that you can watch through your Service are owned by us, our content licensors or other licensors,

and are protected by copyright laws as well as other laws and treaties relating to intellectual property rights. This content includes, but is not limited to, video and audio footage, photographs, text images, statistics, logos, design, 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 the Service to you.

We grant you a limited, personal, non-exclusive, non-transferable and revocable licence to access and use Service (including the right to install the various applications that we make available for use with Service) and to watch the Content on the terms and conditions of this agreement.

### **Piracy**

Optus will employ measures for the detection of piracy and/or other unlawful activities with respect to the Service. You acknowledge that the provision of unauthorized access to Optus Sport through any means is an illegal act that causes Optus considerable damage. We may terminate the Service and you indemnify us against any cost, expense (including legal expenses we incur to enforce this Agreement), damage, injury, loss (including loss of revenue), liability, claim, action, or proceeding if you: copy any of the programmes, data or content to re-transmit later, or for any reason due to piracy. If Optus reasonably determines that you are or were engaged in the unauthorized access/distribution of Optus Sport at any time, Optus is authorized to immediately terminate your access to the Service. Optus reserves the right to refer you to the relevant authorities for criminal prosecution, in accordance with the law or to take any other action that is legally available to compensate Optus for your actions.

### **Viewing Habits Data**

You acknowledge that:

- (i) we or our personnel may collect information from your use of the Service, including viewing habits data; and
- (ii) we or our personnel may use viewing habits data for our internal purposes and may also disclose viewing habits data to other third parties (including, for example, businesses that want to advertise via the Service and such collection, use and disclosure will be in accordance with our privacy policy (available at [optus.com.au/privacy](https://optus.com.au/privacy)).

### **Our rights to make changes to the Service**

We may update these terms from time to time. The most up to date terms can be found at <https://offer.optus.com.au/for-you/entertainment/sport/optus-sport/2018-fifa-world-cup?linkto=fags>

The Service is variable. We may vary, replace, or withdraw programmes, channels, content or features available on the Service without notice. We may modify an aspect of the Service or the delivery of the Content if it is necessary to do so for the efficient operation of our network used to supply Service features and functionality to, or modify or withdraw existing features of, the Service in the course of making improvements to the Service.

You acknowledge that the Service, and our supply of the Content, relies on rights granted by our content licensors and is subject to change. Furthermore, live matches may be subject to change, rescheduling and cancellation due to factors beyond our control, including weather and rescheduling by the content licensors. As such, we may at any time make alterations to the Service (including changing the times of broadcast or the content available for viewing) or change, implement or impose additional restrictions on the Service and your use of your Service subscription.

### **Cancelling the Service**

We may cancel or withdraw the Service (including the Premium or Non-Premium Subscription) at any time, in which case we will provide you with 21 days' notice. If we make the Service unavailable, you will not continue to be charged for the Service. We may cancel the Service if you are in breach of the Additional Conditions listed below, or in connection with any piracy-related or infringement-related activities.

### **Disclaimers and exclusions**

As the Service is an internet based service that relies on a broadband internet connection, the quality of the display of the Content that you watch and the period of time that it takes for you to start or continue watching the Content may vary from time to time depending on the device, access technology and internet service that you use with the Service, and may be affected by factors such as the location at which you watch, the status, speed and capacity of, and congestion on, the network that you use with the Service and other factors that may affect the quality of the internet service that you use the Service. Except as expressly set out in the agreement, we make no warranties or representations to you regarding the video quality of the content that you watch using the Service, nor do we warrant that your use of the Service will be uninterrupted and error free. We are not responsible if the Service is suspended, interrupted, or not available, due to mobile network and/or wireless internet connection interruption.

Your Service is expressly supplied to you on an 'as-is' basis and is not guaranteed to be a continuous or fault-free service. Also, we are not liable to you for interruptions to the service caused by an intervening event or should we need to interrupt the Service to perform upgrades (including to any software, firmware, applications used in connection with the Service), fix faults or conduct maintenance. We will endeavour to do so at times of least inconvenience to you, although this may not always be possible.

We may suspend the Service at any time to update the Service or for technical reasons. From time to time device manufacturers or the provider of the device operating system may impose changes that limit or restrict your use of the App/Service on that device. If this happens we'll try to notify you of these changes in advance, but as we have no control over these manufacturers and providers it may not always be possible to do so.

All programming and content is in our absolute discretion and we reserve the right to change advertised programming or features.

### **Additional Conditions**

You must not, and must not attempt to or authorise, assist, encourage or enable any other person to:

- (i) circumvent, remove, decompile, decrypt or alter any encryption, digital rights management and anti-piracy measures used in connection with the provision of the Service to you;
- (ii) except as expressly permitted under the agreement, use, download, alter, modify, copy, distribute, transmit, retransmit, relay, reproduce, display, publish, reverse engineer, or otherwise deal with any Content;
- (iii) access your Service subscription from a location outside Australia; or
- (iv) to break laws, infringe anyone else's rights, or harm property or people in connection with your Service subscription,

except a restriction under paragraphs (i) and (ii) above will not apply to the extent such restriction is prohibited under applicable law.

- (b) You must take all reasonable steps to maintain the confidentiality of your Service account details (including your username and password) and not provide those details to any third party.
- (c) You are responsible for the acts and omissions of any person who uses your Service account or Service, whether or not that person was authorised to do so by you.
- (d) Your Service 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. You agree to permit, co-operate with and facilitate any audit of your premises that we may wish to conduct from time to time for the purposes of verifying your compliance with this paragraph. We will provide you with reasonable prior notice of our intention to conduct any such audit.

You acknowledge and agree that:

- (i) you may only use the recording functionality available with the Service (if such functionality is available in connection with your subscription) for the purpose of viewing the relevant Content at your premises at a more convenient time;
  - (ii) recording functionality is not available for use with all devices and access technologies that you can use with Service; and
  - (iii) we or our content licensors may erase, or require you to erase, any Content recorded by you for any reason.
- (e) We may terminate or restrict your use of the Service if you violate these Terms or are engaged in illegal or fraudulent use of the Service.

## **Privacy**

Optus collects your personal information for the purpose of establishing and administering your access to the Service, including for the purpose of understanding our audiences. Optus will handle your personal information in accordance with Optus' Privacy Policy which is available at [optus.com.au/privacy](https://optus.com.au/privacy)

Optus' Privacy Policy also contains information regarding the use of cookies and other technologies in order to improve and personalise your experience by identifying and displaying content which may be of interest to you, referring you to products and services that may be of benefit or interest to you and displaying targeted advertising based on those interests.

By logging in, and where you elect to provide us with additional information about you and your interests from time to time, you agree to the terms of the Privacy Policy. Without limiting the foregoing, Optus may disclose your personal information to its related entities, business partners and external service providers for research and profiling purposes as well as other purposes reasonably related to your relationship with Optus. In addition, by accessing the Service, and where you elect to provide us with additional information about you and your interests from time to time, you consent to Optus using your personal information for the purpose of Optus and its related entities sending you information regarding programs, products and services available through them and/ or through their business partners and to Optus providing your personal information to selected third parties, for those third parties to send you information regarding their products and services directly. We will always provide you with the ability to opt out of those communications.

You also agree that we may use proprietary measurement software and tags on the Service will allow users to contribute to market research, audience ratings services and enable us to deliver more relevant advertising to you.

You consent to us sharing your personal information in connection with your use of the Service with our content licensors in connection with the enforcement of their intellectual property rights.

## **Marketing**

Optus may contact you about Optus Sport and other Optus products and services. You acknowledge and agree that Optus will send you marketing information until you unsubscribe or opt out which you may do at [www.optus.com.au/unsub](https://www.optus.com.au/unsub) (sms), [www.optus.com.au/emailunsub](https://www.optus.com.au/emailunsub) (email) or by clicking 'unsubscribe' or 'opt out' on Optus' communications.

## **Governing Law**

The agreement is 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.

## **Customer support**

Should you have a billing enquiry relating to your Service please contact your App store where you downloaded the App.

- Apple iOS - <https://support.apple.com/en-au/billing>
- Google Android - <https://support.google.com/googleplay>

For issues relating to the App, please log a case in the Help and Support section of the App.

For customer complaints, please go to the complaints section of our website [www.optus.com.au](http://www.optus.com.au).

You can also view our FAQs here <https://offer.optus.com.au/for-you/entertainment/sport/optus-sport/2018-fifa-world-cup>