

# Woolworths Mobile

# Customer Terms

## General Terms

This is a legal document that forms part of the Woolworths Customer Terms that apply to Your Service. You must read and understand all documents that form part of the Customer Terms (including this document, the applicable Service Terms and the Offer You choose) before You commence using the Service.

<b>Telephone</b>	<b>1665</b> from <b>your Woolworths Mobile</b> (it's a free call) or <b>1300 10 1234</b> from any phone (normal charges apply)
<b>Non-English-speaking enquiries</b>	<b>1665</b> from your <b>Woolworths Mobile</b> (it's a free call) or <b>1300 10 1234</b> from any phone (normal charges apply)  Please advise Customer Care if an interpreter is required. This will be arranged as soon as possible
<b>People with disabilities</b>	Customers with a hearing or speech impairment can call through the National Relay Service.  See <a href="http://relayservice.gov.au/support/training/nrs-callnumbers">http://relayservice.gov.au/support/training/nrs-callnumbers</a> for information about placing a call using this service.

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## 1. The General Terms

- (a) These General Terms set out the Woolworths standard terms and conditions that apply to all Services acquired by You.
- (b) The meanings of capitalised terms used in these General Terms are listed in **Clause 18**.

## 2. Woolworths Customer Terms

- (a) The **Customer Terms** are made up of:
  - (i) the terms of the Offer You choose;
  - (ii) the Service Terms that apply to the Service You choose;
  - (iii) these General Terms;
  - (iv) the terms of the Application You complete for the Service You choose; and
  - (v) any other documents referred to in the Customer Terms, including the Refund Policy, Privacy Policy, Acceptable Use Policy, Complaints Handling Policy.
- (b) If any of the documents that make up the Customer Terms conflict or are inconsistent with each other, the document listed first in **Clause 2(a)** takes precedence to the extent of the conflict or inconsistency.
- (c) You should read all the Customer Terms carefully so that You understand all of Your rights and obligations before You use the Service. You must comply with all of the Customer Terms and so must Woolworths.
- (d) You may obtain a copy of any of the documents forming part of the Customer Terms from the Woolworths Mobile Website.

### 2.1 When do the Customer Terms commence?

The Customer Terms commence once You apply to become a Customer, whether or not Woolworths connects You to the Service and opens an Account for You.

### 2.2 When do the Customer Terms end?

The Customer Terms will continue until You or Woolworths terminate them in accordance with **Clauses 11** or **12** of these General Terms or another clause of the Customer Terms.

## 3. Changing the Customer Terms and the Service

### 3.1 Changes Woolworths can make

- (a) Woolworths may make changes to the Customer Terms and/or Service at any time.
- (b) The types of change that Woolworths may make include a:
  - (i) change to the Customer Terms;
  - (ii) change to the features of its Offers;
  - (iii) change to the Charges;
  - (iv) change to the Services including Mobile Network Coverage Area, device specifications,
  - (v) functions and capabilities; and/or
  - (vi) removal of a Service or Offer from its product range.
- (c) Woolworths provides the Services using the Mobile Networks and other services and facilities that Woolworths does not own or control. Accordingly, Woolworths may be required to make changes to the Customer Terms or a Service if a Woolworths Supplier changes its agreement with Woolworths or the services it provides to Woolworths (Woolworths Supplier Change).

### 3.2 Changes that benefit or have no impact on You

If Woolworths reasonably considers that a change will benefit You or have no impact on You, then Woolworths will not notify You individually of the change.

### 3.3 Changes that adversely affect You

- (a) Subject to **Clauses 3.4** and **3.5**, if Woolworths reasonably considers a change is likely to adversely affect You, Woolworths will provide You with at least 30 days' notice in writing of the adverse change before it is due to happen.
- (b) If Woolworths notifies You of an adverse change under **Clause 3.3(a)**, then:
  - (i) if You are Pre-paid Mobile Service customer, You may cancel Your Service and Woolworths will refund the Credit remaining in Your Account if the change is due to take effect before the Credit Expiry Period for that Credit;
  - (ii) if You are a Fixed Term Service customer, You have the right to cancel the contract for Your Service within 60 days from the date of the notice described in **Clause 3.3(a)** without incurring any early termination charges other than any Charges incurred up to the date of termination; or
  - (iii) if You are a Casual Service customer, You may cancel the contract for Your Service at any time without incurring any early termination charges other than any Charges incurred up to the date of termination.
- (c) If You decide to terminate the Customer Terms for the Service in accordance with **Clause 11**, Woolworths will not charge You any fees or Charges.

### 3.4 Mobile Network changes

Woolworths or a Woolworths Supplier may change, suspend or terminate a Service to maintain, operate or upgrade any part of a Mobile Network. If Woolworths cannot give You 30 days' notice, Woolworths will try to give You as much notice as reasonably possible.

### 3.5 Urgent changes

Woolworths may make a change to the Customer Terms or a Service (including a change that adversely affects You) urgently if required in an emergency, to comply with law, to protect security, or to prevent fraud. If this happens, Woolworths may not be able to give You 30 days' notice, Woolworths will try to give You as much notice as reasonably possible.

## 4. Getting started

### 4.1 Applying to become a Customer

- (a) You must complete an Application to become a Woolworths Customer for each Service You select.
- (b) You can make an Application to become a Customer through the Woolworths Mobile Website or by calling the Customer Care number.
- (c) In order to successfully complete an Application for a Service, You have to:
  - (i) provide acceptable proof of identification, as required by law;
  - (ii) meet any eligibility requirements for the Service, which may include being over a certain age, having an acceptable credit rating, providing valid proof of identification and being located within the coverage area of the Service;
  - (iii) in the case of Pre-paid Mobile Service, be at least 10 years of age and in the case of Post-paid Mobile Service be 18 years of age or older and provide one or more of the following forms of identification (as requested by Woolworths in order to meet its legal obligations):
    - (A) Australian driver's licence;
    - (B) Medicare card (may be used for Pre-paid Mobile Services only)
    - (C) Australian Passport
    - (D) International Passport with Visa (being a permission You hold to travel to and enter Australia and/or remain in Australia)
    - (E) Proof of Age Card and Medicare Card (Post-paid and SIM Only products and / or services)
  - (iv) provide any other information that is reasonably required by Woolworths in order to complete the Application.
- (d) Woolworths may collect this information from You at the time of You make Your Application for the Service or prior to Connection of the Service.
- (e) You may nominate another person to be Your authorised representative in relation to Your Account. Your authorised representative may exercise or waive any rights or obligations in relation to Your Account and Your Service, including entering into any contract on Your behalf unless You notify us that person is no longer Your authorised representative.

## 4.2 Connecting to the Service

Woolworths will Connect You to the Service within a reasonable time after:

- (a) You have completed an Application;
- (b) Woolworths has accepted Your Application; and
- (c) You have taken any steps necessary to Activate Your Service, including meeting the eligibility requirements and activation of Your Service.

## 4.3 Your Account

- (a) Once Woolworths has accepted Your Application to become a Customer, Woolworths will open an Account for You within a reasonable time after Woolworths has Connected You.
- (b) Your Account is personal to You and may not be transferred or assigned to any other person.
- (c) You must not disclose Your Account Password to a third party and You should immediately change Your Account Password if another person gains unauthorised access to it.
- (d) Your Account will track Your usage of the Service, including the amount of any Charges, Credits and bills in accordance with Your particular Offer. If You access this information via the Woolworths Mobile Website, it will be up to one hour old.

# 5. The Service

## 5.1 What does the Service give You?

The specific features of the Service You choose are set out in the Service Terms which apply to that Service and Your Offer.

## 5.2 Provision and standard of the Service

- (a) Woolworths will provide the Service using the Mobile Network.
- (b) Woolworths will provide the Service to the standards required by law, including those required under the consumer guarantees in the Australian Consumer Law and customer service guarantees under **ACMA's Telecommunications (Customer Service Guarantee) Standard 2011**.
- (c) Given the nature of the Service (including Woolworths' reliance on facilities that Woolworths does not own or control), Woolworths cannot promise that the Service or the Mobile Network that supplies the Service are free from faults, interruptions and congestion.
- (d) Neither Woolworths nor Woolworths' Suppliers can guarantee the secure transmission of communications and data across the Mobile Network.

## 5.3 Accessing the Service

- (a) Your device must be compatible with the Mobile Network. Unless Woolworths supplies You with a device, You must ensure that the device You use to access the Service complies with any specifications published on the Woolworths Mobile Website.
- (b) Your ability to use certain features of the Service will depend on the functionality of device and not all features of the Service will be available for use with all devices, even if they comply with the specifications published on the Woolworths Mobile Website.
- (c) Even if Your device has the functionality to enable use of all features of the Service, there may be other factors which may interfere with Your ability to use all features of the Service.

## 5.4 Maintenance and faults of the Service

- (a) Woolworths or a Woolworths Supplier may conduct maintenance activities in relation to the Mobile Network or other equipment used by Woolworths or the Woolworths Supplier to provide the Service from time to time.
- (b) Customer Care is available during the opening hours published on Woolworths Mobile Website from time to time for You to report faults relating to the Service. You must report any faults with the Service to Customer Care after You have taken reasonable steps to ensure that the fault is not caused by equipment owned by You or incorrect use of the Service.
- (c) Woolworths and Woolworths' Suppliers will use reasonable endeavours to investigate a fault and restore the Service as soon as is reasonably practicable following Your report of a fault to Customer Care.

- (d) You must provide any assistance that Woolworths or a Woolworths Supplier reasonably requires to enable Woolworths or the Woolworths Supplier to investigate a fault and restore the Service.

### 5.5 Optional third party services

Woolworths may, from time to time, provide You with the ability to obtain an optional third party service with the Services. You acknowledge and agree that any such optional third party services may require You to enter into an agreement with the relevant third party service provider before you can receive those third party services.

## 6. Your use of the Service

### 6.1 Your obligations

- (a) You are liable for any use of the Service, whether or not You have authorised it, including use of the Service made by someone else without Your knowledge.
- (b) In using the Service, You must:
- (i) comply with all laws, regulations and guidelines;
  - (ii) comply with any terms, rules or regulations imposed by a third party whose Content, networks or services You may access or use;
  - (iii) comply with all provisions in the Customer Terms;
  - (iv) only use the Service for Your own personal use;
  - (v) comply with all reasonable directions of Woolworths, cooperate with Woolworths and provide any information and reasonable assistance which Woolworths may require from time to time, including in investigating any fraudulent use or other misuse of the Service;
  - (vi) not use or allow another person to use the Service for improper or illegal activities;
  - (vii) not connect anything to the Mobile Network or use any Service in a way that:
    - (A) endangers the health or safety of any person or negatively impacts on the normal operation of the Mobile Network or systems over which the Service is supplied; or
    - (B) damages or interferes with any telecommunications equipment, site, or facility of Woolworths or a Woolworths Supplier;
  - (viii) not send excessive unsolicited data to third parties using the Service;
  - (ix) not menace or harass any person or intentionally cause damage or injury to any person or property or incite hatred against any person;
  - (x) not expose Woolworths or a Woolworths Supplier to any liability or risk of any legal or administrative action including prosecution under any law or damage the reputation of Woolworths or a Woolworths Supplier; and
  - (xi) not use, transmit, publish or communicate material which is defamatory, false, offensive, immoral, indecent, pornographic, racist, menacing, threatening, abusive, in breach of a person's rights (including Intellectual Property Rights) or confidentiality obligations or which may promote others to engage in such acts.

### 6.2 Intercept

Woolworths or a Woolworths Supplier may, at any time, monitor and intercept Your use of the Service if required by law.

### 6.3 Barring of calls and services

At Your request, Woolworths will bar certain call types, except for emergency calls to 000, 106 or 112.

## 7. Charges

### 7.1 What are the Charges?

- (a) Woolworths will Charge You for access to and use of the Service including any feature of the Service in accordance with the applicable Service Terms and Your Offer.
- (b) All Charges are inclusive of GST if any.

## 7.2 Promotions

- (a) Woolworths may offer free or discounted components of the Services as part of promotions from time to time.
- (b) You must comply with the terms and conditions associated with those promotions if You participate in the promotion.
- (c) Woolworths may withdraw promotions without notice at any time.

## 7.3 Monitoring Charges You incur

- (a) The Service includes a number of tools to assist You to monitor and manage the Charges You incur in relation to the Service.
- (b) These may include from time to time the following notifications and Woolworths will use its reasonable endeavours to ensure that You receive this information promptly but cannot guarantee that You will receive it in real time:
  - (i) You will receive an SMS when You have reached 50%, 85% and 100% of Your included call value;
  - (ii) You will receive an SMS when You have reached 50%, 85%, 100% of Your data allowance;
  - (iii) depending on the Service, You can also monitor Your usage via the Woolworths Mobile Website and the Woolworths Mobile App; and
  - (iv) You may also contact Customer Care.

# 8. Bills and Payment

## 8.1 Pre-paid Mobile Service

You will not receive bills for the Pre-paid Mobile Service. However, Woolworths will provide You with itemised information to enable You to verify Charges relating to Your Account.

## 8.2 Post-paid Mobile Service

- (a) You will receive a regular bill for Charges for Your Post-paid Mobile Service. Woolworths may also issue You with an interim bill at any time. The Charges set out on Your bill may not always correspond to the exact period of usage of the Post-paid Mobile Service. Your bill will specify the relevant period to which the Charges relate.
- (b) Your bill will be provided to You via an email address that You provide to Woolworths on Your Application for Your Service. You acknowledge and agree that it is Your responsibility to:
  - (i) ensure that You provide Woolworths with a valid email address;
  - (ii) monitor Your email mailbox to ensure that it has adequate settings (for example, 'Promotional' and 'Junk Email' folders) and space to enable receipt of bills from Woolworths;
  - (iii) notify Woolworths of any changes to Your email address that You wish to use to receive bills for your Service.
- (c) Woolworths will use its reasonable efforts to deliver Your bill to Your email address specified in Your Application (or the email address that You subsequently provide to Woolworths). All Charges set out in that bill will be payable by You on the date specified in that bill even if You were unable to receive, access or read Your bill.
- (d) Your bill may not include itemisation of all Charges that You have incurred during the period for which the bill relates. You may access itemised Charges for Your bill via the Woolworths Mobile App or by calling the Customer Care number.
- (e) You may request a copy of a specific bill to be provided to You by calling the Customer Care number.
- (f) If You fail to pay Your bill by its due date, You may be charged a late payment fee of \$5. Woolworths may also restrict, suspect or cancel Your Service in accordance with **Clause 12**.

# 9. Your other obligations

The information contained in Your Application for a Service must be true and correct to the best of Your knowledge, information, and belief.



## 10. Suspension of Your access to the Service

- (a) Woolworths may, without liability, limit, restrict or temporarily suspend, Your access to the Service or any part of the Service, if:
- (i) Woolworths or a Woolworths Supplier needs to conduct maintenance on or repair a Mobile Network or the Service or for other similar operational reasons;
  - (ii) Woolworths or a Woolworths Supplier is required to do so for emergency reasons or Events Beyond Woolworths' Control, including in response to a threat to public health or safety or the health and safety of an individual, coverage, technical or capacity reasons or due to the actions of a Woolworths Supplier;
  - (iii) Woolworths or a Woolworths Supplier is required to do so by the relevant government authorities or by law;
  - (iv) You have notified Woolworths that the Woolworths Equipment or Account Password that You received from Woolworths for use with the Service has been lost or stolen;
  - (v) You materially breach any of the Customer Terms, including the Acceptable Use Policy;
  - (vi) Woolworths has reasonable grounds to believe that You have provided false or misleading information;
  - (vii) Woolworths has reasonable grounds to believe that Your use of the Service will give rise to a threat or risk to the security and/or integrity of the Mobile Network and the Service or is causing a fault; or
  - (viii) Woolworths has a right to do so in the Service Terms for the Service.
- (b) If Woolworths suspends Your access to the Service for any of the above reasons, other than for reasons set out in **Clause 10(a)(vii)**, Woolworths will endeavour to give You as much notice as reasonably possible before suspending the Service.
- (c) If Woolworths suspends Your access to the Service for the reasons set out in **Clause 10(a)(i) to 10(a)(iii)**, Woolworths will only continue the suspension for so long as is reasonably necessary to address the event giving rise to the suspension.
- (d) If Woolworths suspends Your access to the Service for any of the reasons set out in **Clauses 10(a)(v) to 10(a)(viii)**, Woolworths may Charge You the reconnection fee specified in the Customer Terms or on the Woolworths Mobile Website when Woolworths lifts the suspension.

## 11. Termination by You

- (a) You may terminate the Customer Terms and close Your Account at any time without cause. You will not be entitled to any refund or credit in relation to unused value or credit for Services which are terminated. You may also be required to pay Woolworths any applicable early termination charges if You are a Fixed Term Service customer and You terminate the Customer Terms before the expiry of Your contract term.
- (b) You may terminate the Customer Terms and close Your Account immediately by giving notice to Customer Care if:
- (i) Woolworths materially breaches the Customer Terms and:
    - (A) Woolworths is not able to remedy the material breach within 30 days after You provide notice in writing that You require Woolworths to do so; or
    - (B) the material breach is not capable of being remedied;
  - (ii) Events beyond Woolworths' control prevents Woolworths from supplying the Service for more than 30 days; or
  - (iii) You are entitled to do so under the Australian Consumer Law.
- (c) If You terminate the Customer Terms under **Clause 11(b)**, then:
- (i) in respect of Your Pre-paid Mobile Service (if applicable), You are entitled to a refund of any unused Credit at the time of termination; or
  - (ii) in respect of Your Post-paid Mobile Service (if applicable), You will not be required to pay the applicable early termination charges.

However, You will still be responsible for any Charges incurred by You prior to the events under **Clause 11(b)** and in the case of a Pre-paid Mobile Service, Woolworths may deduct such amounts from any refund amounts in relation to Your Service.

## 12. Termination by Woolworths

### 12.1 Pre-paid Mobile Service

In relation to any Pre-paid Mobile Services, Woolworths may, without liability, terminate the Customer Terms at any time by giving 30 days notice to You and You will be entitled to a refund of any unused Credit at the time of termination. However, Woolworths may deduct from any refund amounts that You owe Woolworths in relation to Your Service.

### 12.2 Fixed Term Service

- (a) In relation to any Fixed-Term Service, Woolworths may, without liability, terminate the Customer Terms prior to expiry of Your contract term at any time by giving reasonable notice to You and by either:
- (i) obtaining Your consent to do so;
  - (i) providing You with appropriate compensation for such termination; or
  - (ii) offering an alternative Service to You.
- (b) Woolworths will not charge You any early termination charges in the event of a termination described in **Clause 12.2(a)**.

### 12.3 Casual Service

In relation to any Casual Service, Woolworths may, without liability, terminate the Customer Terms at any time by giving notice to You and You will not be liable to pay any early termination charges.

### 12.4 All Services

- (a) Woolworths may, without liability, terminate the Customer Terms immediately by notice to You if:
- (i) You materially breach the Customer Terms and:
    - (A) You are not able to remedy the material breach within 30 days after Woolworths provides notice in writing that Woolworths requires You to do so (including Your failure to pay any Charges on time); or
    - (B) the material breach is not capable of being remedied.
  - (ii) Woolworths has reasonable grounds to believe that You or any other person in connection with the Service provided to You have provided false or misleading information;
  - (iii) Woolworths has reasonable grounds to believe that You or any other person in connection with the Service provided to You have or are engaging in fraudulent, illegal or unacceptable conduct (including infringement of another person's rights) with, using or in relation to the Service or any part of the Service;
  - (iv) Woolworths has reasonable grounds to believe that Your use of the Service will give rise to a threat or risk to the security and/or integrity of the Mobile Networks and the Service;
  - (v) Woolworths is unable to supply the Service for more than 30 days due to Events Beyond Woolworths' Control, or due to coverage, technical or capacity reasons, or due to the actions of a Woolworths Supplier;
  - (vi) Woolworths decides that it will no longer offer the Service. However, Woolworths will endeavour to give You as much notice as possible if it decides that it will no longer offer the Service;
  - (vii) You ask Woolworths to close Your Account;
  - (viii) You are deceased; or
  - (ix) Woolworths has a right to do so in the Service Terms for the Service.
- (b) If Woolworths terminates Your Service under **Clauses 12.4(a)(v), 12.4(a)(vi) or 12.4(a)(viii)**, You are entitled to:
- (i) if Your Service is a Pre-paid Mobile Service, a refund of any Charges You have paid in advance for the Service, including any remaining Credit in Your Account; and
  - (ii) if Your Service is a Post-paid Mobile Service, a refund of any Charges You have paid in advance for the Service. You will not be required to pay any applicable early termination charges for Your Service. However, Woolworths may deduct amounts that You owe Woolworths from any refund.
- (c) If termination is not under **Clauses 12.4(a)(v), 12.4(a)(vi) or 12.4(a)(viii)**, any Charges You have paid in advance for the Service, including any remaining Credit in Your Account will be forfeited and in the case of a Fixed Term Service, You may be required to pay Woolworths any applicable early termination charges.

## 13. Consequences of termination

On termination of the Customer Terms:

- (a) Woolworths will stop providing the Service to You, will Disconnect You from the Service and the Mobile Networks and will close Your Account;
- (b) You will no longer be able to use the Service; and
- (c) You will not be able to use any Mobile Number associated with Your Service unless You have successfully ported the Mobile Number to another telecommunications service provider.

## 14. Woolworths Liability to You

### 14.1 Terms, conditions or warranties implied by law

- (a) Nothing in the Customer Terms excludes, restricts or modifies rights You may have under the Australian Consumer Law or any other law in relation to the goods or services provided under the Customer Terms.
- (b) If you are a consumer as defined by the Australian Consumer Law a number of consumer guarantees apply to the supply of our goods and services. These consumer guarantees deal with matters such as:
  - (i) goods being of acceptable quality;
  - (ii) goods are fit for any purpose
  - (iii) goods matching the description, sample or demonstration model;
  - (iv) goods and services complying with any express warranties given; and
  - (v) services being provided with due care and skill, the services and any product resulting from the services being reasonably fit for purpose and the services being provided within a reasonable time, if no time is fixed for supply of the services.
- (c) Woolworths is liable to You under the Australian Consumer Law if it breaches any of the consumer guarantees.

### 14.2 Other matters for which Woolworths is liable to You

In addition, but subject to **Clause 14.3**, Woolworths is liable to You for:

- (a) Woolworths's breach of the Customer Terms;
- (b) any other matter for which the liability of Woolworths may not be excluded at law.

### 14.3 When Woolworths is not liable

All limitations of Woolworths' liability in this **Clause 14.3** are subject to **Clause 14.1** and do not apply to the extent that they are contrary to law.

- (a) Woolworths is not liable to You in contract, tort (including negligence), statute, equity or otherwise, for any Consequential Loss.
- (b) Woolworths is not liable to You for failing to comply with the Customer Terms if that failure results from:
  - (i) Events Beyond Woolworths' Control;
  - (ii) a suspension of the Service or operation of the Mobile Network by Woolworths in accordance with **Clause 10**;
  - (iii) maintenance or outages;
  - (iv) faults or defects in the Services to the extent that they are caused by Your own conduct or misuse of the Service, including any feature, aspect or component of the Service; and/or
  - (v) any faults, interruptions, congestion and compromised security to the Mobile Network beyond the reasonable control of Woolworths, including where caused by a Woolworths Supplier.
- (c) Woolworths' aggregate liability to You under or in connection with the Customer Terms, whether in contract, tort (including negligence), statute, equity or otherwise is limited to an amount equal to the total Charges paid by You in the period of 6 months prior to the date of Your claim.

## 15. Your liability to Woolworths

### 15.1 When You are liable to Woolworths

Subject to **Clause 15.2**, You are liable to Woolworths for:

- (a) Your breach of the Customer Terms;
- (b) any other matter for which liability may not be excluded at law.

## 15.2 When You are not liable

- (a) You are not liable to Woolworths in contract, tort (including negligence), statute, equity or otherwise, for any Consequential Loss.
- (b) You are not liable to Woolworths under or in connection with the Customer Terms, whether in contract, tort (including negligence), statute, equity or otherwise, if Your aggregate liability to Woolworths under or in connection with the Customer Terms exceeds an amount equal to the total Charges paid by You in the period of 6 months prior to Woolworths' claim.

## 16. Personal Information

### 16.1 Personal Information

- (a) If You do not provide Woolworths with Your Personal Information as required by law, Woolworths is entitled to refuse to provide You with the Service.
- (b) Woolworths will use Your Personal Information to provide the Service to You, create and maintain Your Account, enable You to communicate using the Service, allocate Charges, provide You with updates and changes to the Service and generally keep You informed about the Service.
- (c) Additionally, Woolworths may collect information about the way You use the Service, Your preferences and Your location when using the Service.
- (d) Your calls to Customer Care may be monitored for training and quality purposes.
- (e) Woolworths may collect Your Personal Information from third parties if it is unreasonable or impracticable for Woolworths to obtain that Personal Information from You directly, including where Woolworths obtains Your Personal Information from:
  - (i) a credit reporting agency or credit provider; or
  - (ii) a Woolworths Supplier.
- (f) You consent to Woolworths:
  - (i) sharing Your Personal Information with other members of the Woolworths group of companies;
  - (ii) sharing Your Personal Information with Woolworths' Suppliers in connection with Woolworths' provision of Services to You, or Woolworths' agents, contractors or other service providers and in the case of Post-paid Mobile Services, sharing Your Personal Information with organisations and contractors that assist Woolworths with billing and debt-recovery function (including assignment of Woolworths' debts to third parties);
  - (iii) sharing Your Personal Information with other providers of telecommunications services in connection with Woolworths' provision of Services to You, including in respect of any porting request or if we are investigating a possible fraud;
  - (iv) sharing or authorising a Woolworths Supplier to share Your Personal Information with other Carriers or Carriage Service Providers where You acquire telecommunication services from those Carriers or Carriage Service Providers (e.g. by dialling an override code or Carriage Service Provider specific access code):
    - (A) for the purposes of billing and marketing to You; and
    - (B) as required or authorised under law, regulation or industry codes (including the ACIF C515:2005 Pre-selection Code); and/or
  - (v) In order to identify and address problems with the systems used to provide information about Your Service Woolworths may use Woolworths' Suppliers located overseas. These Suppliers may need to access Your Personal Information in order to perform this work.
  - (vi) disclosing Your Personal Information as authorised by law, including providing Your details for inclusion in the Integrated Public Number Database as required for emergency services.
- (g) You consent to Woolworths Suppliers collecting, storing, using and disclosing Your Personal Information, including by using such Personal Information to contact You directly, for purposes in connection with the provision of the Services to You.
- (h) Woolworths may, from time to time, provide You with the ability to obtain an optional third party service with the Services. If so, then You acknowledge that you may have to provide Your Personal Information to that third party service provider to receive the service. If you do not do so, then Woolworths and/or the relevant third party service provider may not be able to provide you with that service.
- (i) By providing Woolworths with Your Personal Information, You agree to the collection, recording, use and disclosure of Your Personal Information in accordance with this **clause 16.1**, **clause 16.2** and the Privacy Policy.

## 16.2 Marketing and Communications

- (a) Unless You have opted out, You agree to us communicating with You via various channels and media including by email, SMS, phone, mail and by advertising on certain websites and social media about offers, events and promotions. You agree to continue receiving communications from us until the time that You opt out.
  - (b) You may opt out of our communications at any time by:
    - (i) signing into Your Woolworths Mobile account and updating Your My Account details to opt out of receiving marketing and promotional communications;
    - (ii) calling Customer Care and letting us know what communications You no longer want to receive;
    - (iii) sending "STOP" to the number we provide You on any of our marketing or promotional SMS; or
    - (iv) using the unsubscribe facility provided in our communications.
  - (c) Opting out of receiving communications from Woolworths Mobile will not opt You out of:
    - (i) receiving advertising on certain websites and social media; or
    - (ii) receiving communications from other Woolworths Group businesses (including other Woolworths Group brands or programs) where You have signed up to those independently of signing up to Woolworths Mobile.
- If you would like to opt out of other Woolworths Group businesses, please follow the opt out facilities in those communications or other opt out options set out in their terms and conditions.
- (d) There are some messages that we must be able to send You. These include, for example, messages relating to Your mobile plan, important information about products and services that You have purchased, forgotten passwords, or updates to our T&Cs and Privacy Policy. Opting out of receiving communications from Woolworths Mobile will not opt You out of receiving these types of messages.

## 17. Miscellaneous

### 17.1 Complaints

- (a) If You are unhappy with any aspect of the Service provided to You under these Customer Terms, You can speak with one of Woolworths' consultants by contacting Customer Care, by writing to Woolworths or by sending a facsimile to Woolworths.
- (b) Woolworths will investigate all complaints in accordance with the Complaints Handling Policy, a copy of which can be found on the Woolworths Mobile Website. If You require a hard copy of the Complaints Handling Policy, please contact Customer Care.
- (c) If Woolworths cannot resolve a complaint to Your satisfaction, You may contact the Telecommunications Industry Ombudsman, the Australian Communications and Media Authority, the Australian Competition and Consumer Commission or a State Office of Fair Trading. The Telecommunications Industry Ombudsman is a dispute resolution service for small business and residential customers who have a complaint about their telephone or internet service in Australia. The ACMA, the ACCC or a State Office of Fair Trading can inform You about Your rights and responsibilities as a consumer and offer You advice about how to resolve problems or make a complaint.

### 17.2 Special Assistance

If You have a sight or hearing impairment or have language difficulties, You or a nominated person will need to inform a Woolworths consultant, by contacting Customer Care, of Your needs and the Woolworths consultant can determine whether Woolworths can provide You with the required assistance.

### 17.3 Assignment

- (a) Woolworths may transfer Your Account, Personal Information and Your Services to another telecommunications provider on the condition that the telecommunications provider continues to provide the Services to You on substantially the same terms and conditions as Woolworths provides them to You.
- (b) Woolworths will endeavour to give You as much notice as is reasonably practicable of any transfer under **Clause 17.3(a)**.
- (c) You may assign any of Your rights and/or obligations under the Customer Terms to any third party provided that You have first obtained Woolworths' consent.



## 17.4 Notices

- (a) A notice issued by You under the Customer Terms must be in writing.
- (b) A notice issued by Woolworths under the Customer Terms may be provided by Woolworths:
  - (i) delivering the information to You in person;
  - (ii) sending the information by pre-paid post to the address listed in Woolworths' records for You;
  - (iii) if the notice relates to a Mobile Service, sending the information to Your Mobile Number by SMS;
  - (iv) transmitting the information to Your email address if You have an email address and have given us Your consent to send information to that address;
  - (v) by informing You by recorded message, SMS or in writing how to receive the information which is:
    - (A) published on the Woolworths Mobile Website;
    - (B) provided through a recorded voice message announcement on the Customer Care number; or
    - (C) included in the information in Your Account for You to view online at the Woolworths Mobile Website.
- (c) A notice issued by Woolworths to You under the Customer Terms will be taken to be received:
  - (i) when it is left at the address supplied by You;
  - (ii) on the fourth day after posting, when sent by ordinary post to the address supplied by You; or
  - (iii) at the time of successful transmission when sent by email or SMS or
  - (iv) the later of when You have been notified that it is available and:
    - (A) when it is posted as a recorded voice announcement at the Customer Care number; or
    - (B) when it is posted on the Woolworths Mobile Website.

## 17.5 Severance

- (a) If any part of the Customer Terms is void or unenforceable, then that part will be taken to be removed and will no longer be a part of the Customer Terms.
- (b) The remaining parts of the Customer Terms will continue to have full force and effect.

## 17.6 Entire Agreement

- (a) The Customer Terms contain the complete understanding between You and Woolworths to the exclusion of any prior or collateral agreement or understanding of any kind relating to the Service.
- (b) To the extent that there is an inconsistency between the Customer Terms and any brochures or other advertising material relating to the Services, then the Customer Terms prevail.

## 17.7 Waiver

- (a) Any waiver of any rights under the Customer Terms must be in writing.
- (b) Giving up a right under the Customer Terms in a particular instance, does not mean that that right is given up generally.
- (c) Failure to exercise a right in a timely manner will not constitute acceptance of the matter nor suggest a waiver of any right or remedy arising in relation to that matter.

## 17.8 Governing Law

The Customer Terms are governed by the laws of NSW.

## 17.9 Information about Your rights

Information about Your rights can be obtained by contacting the Australian Communications and Media Authority, the Telecommunications Industry Ombudsman, the Australian Competition and Consumer Commission or the relevant Office of Fair Trading or Department of Consumer Affairs in Your State or Territory.

## 18. The meaning of terms used in the Customer Terms

- (a) Singular words include the plural equivalent and vice versa.
- (b) Grammatical variations of a word defined in the Customer Terms have a corresponding meaning.
- (c) Where the word "including" is used in the Customer Terms, it should be read as "including but not limited to".
- (d) The meaning of certain words and abbreviations used in the Customer Terms are set out below.

**Acceptable Use Policy** means the document which sets out Woolworths' policies in relation to the acceptable and unacceptable uses of the Service.

**Account** means an account set up in Your name which is linked to Your Service and which contains all records about You, including Your usage records, Charges You incur, Payment Method You use and any Personal Information that You have provided to Woolworths.

**Account Password** means the unique password which You establish to be used by Woolworths to identify You when You are seeking to access or change details in Your Account.

**Activate** means the process which You must undertake in order for Woolworths to start providing You with Services.

**Application** means an application for a Service whereby You either: give a verbal voice recording; register online; or subscribe to the Service by any other means that Woolworths may provide to You for that purpose from time to time.

**Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 (Commonwealth).

**Carrier** means a telecommunications or other service provider that is a carrier as defined in the Telecommunications Act (Cth) 1997.

**Carriage Service Provider** means a telecommunications or other service provider that is a carriage service provider as defined in the Telecommunications Act (Cth) 1997.

**Casual Service** means a Post-paid Mobile Service provided on a month-to-month basis and without a minimum term.

**Charge** means any charge related to the Service, a feature of the Service, Your selected recharge and any other amounts payable by You under the Customer Terms.

**Complaints Handling Policy** means the document which sets out Woolworths' internal complaints handling procedure and which outlines the steps involved in responding to a complaint, including information about time-frames for response, what steps Woolworths will take to investigate the complaint, the escalation process if the complaint is not resolved adequately at the first instance and information about other avenues available to You to resolve the complaint. You can access the Complaints Handling Policy through the Woolworths Mobile Website.

**Connected** means connected to the Service and the Mobile Network.

**Consequential Loss** means any loss which is indirect, consequential, incidental or special, a loss of revenue, a loss of profits, a loss of anticipated savings, a loss of goodwill, and/or reputation, lost opportunities, loss of business, a loss of data, and/or any loss in connection with a claim of a third party.

**Content** means any music, video, SMS, data, software, information, service or other content which You may access, use, receive, download, upload or transmit when using the Service.

**Credit** means the dollar value in Your Account from which You will pay for the services You use.

**Credit Card** means any credit card accepted by Woolworths as a form of payment for any Charges You incur for the Service, from time to time.

**Credit Expiry Period** means the number of days, months or years, as applicable, from the date of Connection or the date of recharge, that You have to use or add to the Credit in Your Account.

**Customer** means a person who enters into the Customer Terms for the purposes of being supplied a Service or who otherwise acquires a Service from Woolworths as detailed in the Application form.

**Customer Care** means the point of contact for all enquiries regarding the service by phoning 1665 from your Woolworths Mobile (it's a free call) or 1300 10 1234 from any other phone (normal charges apply) or as otherwise advised by Woolworths.

**Customer Terms** is defined in **Clause 2(a)**.

**Data Add-on** means a recharge that is specified as being a 'Data Add-on' that may attach to certain base recharges. A Data Add-on may be a recurring or once-off, as specified.

**Debit Card** means any debit card accepted by Woolworths as a form of payment for any Charges You incur for the Service, from time to time.

**Disconnect** means the process by which Woolworths stops Your access to the Service and the Mobile Network.

**Events Beyond Woolworths' Control** means an event or circumstance beyond the reasonable control of Woolworths, including any act of God, civil disorder, war, terrorism, riots, rebellions, revolution or any other unlawful act against public order or authority, national or local emergency, elements of nature, fire, flood, earthquake, cyclone, explosion, loss of power, strike, lockout, industrial action, or the act or omission of any Government Agency, or failure in another telecommunications service provider's network.

**Fixed Term Service** means a Service that is acquired on a minimum term basis as set out in the applicable Service Terms. At the end of the minimum term and unless specified otherwise in the Service Terms or agreed with You, a Fixed Term Service will become a Casual Service for the purposes of these General Terms.

**General Terms** means this document.

**Government Agency** means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**GST** means the tax introduced by the A New Tax System (Goods and Services Tax) Act 1999 and the related imposition Acts of the Commonwealth.

**International Calls** means calls to and from Your Service to a mobile handset connected to a public mobile telecommunications network overseas or to any landline connected to a public fixed line telecommunications network overseas.

**Intellectual Property Rights** means all rights conferred under statute, common law and equity in and in relation to trade marks, trade names, logos, inventions, patents, designs, copyright, circuit layouts, confidential information, know-how and trade secrets and all rights and interests in them or licences to use any of them.

**International Roaming** means using Your Service on networks operated by other suppliers in countries outside Australia.

**Loss** means loss, damage, liability, charge, expense, outgoing or cost (including all legal and other professional costs on a full indemnity basis) of any nature or kinds.

**MMS** means Multimedia Messaging Service that includes multimedia objects such as images, audio, video and content rich SMS.

**Mobile Network** means the mobile telecommunications network that Woolworths uses to provide the Mobile Service from time to time. As at 4 July 2022, Woolworths uses parts of Telstra's 5G, 4G and 3G mobile network.

**Mobile Network Coverage Area** means the coverage area in which You can access the Mobile Service. For the latest information on the coverage area, visit the Woolworths Mobile Website.

**Mobile Number** means Your mobile service number allocated pursuant to the Telecommunications Numbering Plan.

**Mobile Service** means the mobile telecommunications services that Woolworths supplies under the Customer Terms and includes the Pre-paid Mobile Service.

**MPS Code** means the Mobile Premium Services (MPS) Code C637:2011 (Variation No. 1-2014) registered by the Australian Communications and Media Authority.

**Offer** means an offer available from Woolworths to enable Customers to acquire and use the Service.

**Payment Method** means the method You choose to pay for the Service.

**Personal Information** means information about You including Your name, address and other details and from which Your identity is apparent or can be ascertained and is further defined in the Privacy Act 1998 (Cth).

**Post-paid Mobile Service** means the mobile telecommunications service that Woolworths supplies under these Customer Terms, where You post-pay monthly in arrears for Your use of the Service.

**Premises** means premises owned or occupied by You or at which You receive the Service.

**Premium Services** means information and entertainment which can be downloaded to a mobile handset and includes, without limitation: ringtones, wallpapers, games, music tracks and videos; news, weather, sports results; entering quizzes, voting in TV competitions; and chat groups, dating services and horoscopes and regulated under the MPS Code.

**Premium SMS** means an SMS which is charged at a higher rate than Standard SMS.

**Pre-paid Mobile Service** means the mobile telecommunications service that Woolworths supplies under these Customer Terms, where You pay in advance for Your use of the mobile service and are not bound by any minimum contract period.

**Privacy Policy** means the privacy policy, which sets out how Woolworths collects and uses Your Personal Information. You can access the Privacy Policy by visiting the Woolworths Mobile website or You may request a hard copy by contacting Customer Care.

**Service** means Mobile Service You have chosen to acquire from Woolworths, unless the context requires otherwise.

**Service Terms** means the document entitled "Service Terms" which relates to a particular Service and sets out the terms and conditions that are specific to that Service.

**SMS** means short message service and is a communications service allowing the interchange of short text messages of up to 160 characters each from a mobile telephone, phone or computer service to another such service.

**Standard MMS** means MMS excluding video MMS.

**Standard SMS** means sending from within Australia an SMS from Your Service, to another Australian mobile service also connected to a public mobile telecommunications network in Australia, fixed line phone (excluding 13, 1300, 18 and 1800 numbers) service within Australia or computer service within Australia. Standard SMS excludes, without limitation, Premium SMS, MMS, WAP services and Content.

**Tax Invoice** means the definition given in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**Telecommunications Numbering Plan** means the Telecommunications Numbering Plan 1997, which establishes a framework for the numbering of carriage services in Australia.

**WAP** means Wireless Application Protocol which is an open international standard for application layer network communications in a wireless communications environment. Its main use is to enable access to the Internet from a mobile handset. A WAP browser provides all of the basic services of a computer based web browser but simplified to operate within the restrictions of a mobile handset.

**Woolworths** means Woolworths Group Limited (ABN 88 000 014 675).



**Woolworths Equipment** means any equipment supplied by Woolworths or a Woolworths Supplier to You to enable You to access and use the Service and the Mobile Networks, other than any equipment that You purchase from Woolworths.

**Woolworths Mobile Website** means the website at [www.woolworths.com.au/mobile](http://www.woolworths.com.au/mobile) as updated from time to time.

**Woolworths Supplier** means any supplier of goods or services which is used directly or indirectly by Woolworths in the supply of the Service and any features of the Service, including other Carriers, Carriage Service Providers, telecommunications service providers or mobile handset manufacturers.

**Woolworths Supplier Change** is defined in **Clause 3.1(c)**.

**You (Your)** means you, a Customer or prospective Customer.