# Vodafone Value Plans for select Crazy John's customers

#### What Terms and Conditions Apply to my Vodafone Plan Product?

- (a) This document sets out terms and conditions that apply to specific Vodafone contracts and products (collectively, the "Products").
- (b) The terms and conditions that will apply to your Product or Products are:
  - (i) all the terms and conditions provided to you when you agree to purchase a Product, including the terms and conditions contained in this document and any terms and conditions contained in any application form you complete when purchasing a Product; and
  - (ii) all the terms and conditions contained in the Vodafone Standard Form of Agreement (SFOA), which is available at vodafone.com.au, (collectively, the "Terms").
- (c) When you agree to purchase a Product, you accept the Terms. Your contract with Vodafone commences on your acceptance of the Terms.
- (d) Some Products have a minimum contract term. If your contract is terminated before the end of this term, you may be required to pay fees, such as an Early Exit Fee or a Handset Recovery Fee. Depending on the Product this may be in addition to any applicable handset payments and additional or excluded call, data or service costs. Early Exit Fees are set out in the pricing table for your Product.
- (e) Activation of your Product may occur after your contract has commenced. Any minimum contract term that applies commences when your Product is activated.
- (f) You may suspend your contract for between 1 and 3 consecutive calendar months once during the minimum contract term. You will be charged a fee for each month if your contract is suspended. Your minimum contract term will be extended by the period of any suspension.
- (g) The Terms may be changed by Vodafone from time to time. Vodafone will comply with relevant laws, regulations and industry codes if it makes any such changes.

For more information, call Vodafone on 1300 650 410 or visit vodafone.com.au.

#### **Important Things You Need to Know**

#### **Availability**

- (a) The Products are for personal use only, and are not available to medium to large business/corporate and commercial customers. Medium to large business/corporate and commercial customers should contact Vodafone for information about Vodafone's business products.
- (b) The Products are only available to existing Crazy John's customers who are credit approved.
- (c) Unless otherwise stated, only one Vodafone Plan together with a maximum of one Vodafone Bundled Mobile Broadband Product can be used per connection to the Vodafone network.
- (d) Vodafone's Fair Use policy applies to all Vodafone Products.

#### Factors affecting availability and performance

- (a) Network coverage and many other factors may affect the availability and performance of certain Products.
- (b) Certain Products, services and functions are only available if used in conjunction with a compatible mobile or other device and if in a compatible coverage area. Not all devices are compatible with Vodafone networks.
- (c) Some Vodafone 3G+ and 3G services are mobile broadband, internet, email, apps, downloading, video streaming and video calling. You can use Vodafone 3G+ with a compatible device in selected metropolitan areas. Outside these areas, you can still get Broadband Speeds in our 3G areas with the right device. To check this, make sure your device is compatible to the zone you are in (U2100MHz, U850MHz or U900MHz). Remember that actual speeds you reach will vary depending on things like device capabilities, location & network congestion. See vodafone.com.au/coverage for more info.
- (d) The Terms contain details regarding device compatibility, network capability and availability relating to the "Vodafone" network. However, notwithstanding anything else in our contract with you, we may provide services to you using any telecommunications network we consider appropriate and that network will constitute "our network" for the purpose of the Terms. For more information about the "Vodafone" network, see vodafone.com.au/coverage.

#### **Data services**

- (a) For Products that provide data access capabilities, a data session starts when you first connect to data services and ends when you disconnect from data services.
- (b) When using data services, some internet services, including web sites and email, may not be accessible.
- (c) Subject to your rights under the *Competition and Consumer Act 2010* or other relevant legislation *(including the Australian Consumer Law)*, Vodafone does not make any warranty regarding any software or data provided or available to you in connection with data services, including with respect to how that software or data operates on your device or interacts with applications.
- (d) Unless otherwise stated, data usage is measured as the combination of both data you send (upload) and receive (download).

## Rates and charges

- (a) Details of the rates and charges, including any minimum spends which apply to the Products are contained in the Terms. The minimum total cost over contract term is calculated by multiplying the minimum monthly spend by the contract term.
- (b) The Vodafone Value Plans feature "Included Value". Included value can be used to pay for many (but not all) services available from Vodafone. The Vodafone Value Plans also feature "Restricted Value" which can be used to pay for selected services available from Vodafone. Please refer to the section of the Terms titled "Vodafone Rates: What is payable from my Vodafone Plan Product's Included Value and Restricted Value?" for more details.
- (c) If your usage of a Product exceeds your Included Value, Restricted Value or Included Data allowance (as appropriate), or you use a service that is not payable from your Included Value, Restricted Value or Included Data (as appropriate), you will be charged an amount additional to your minimum monthly spend.

- (d) Unless otherwise stated, if you do not use all your Included Value, your Restricted Value and/or your Included Data (as appropriate) in the relevant month, that Included Value, Restricted Value and/or Included Data (as appropriate) is forfeited, is not refundable, and will not carry over into any other month.
- (e) Unless otherwise stated, the section of the Terms titled "Vodafone Rates: What is payable from my Vodafone Plan Product's Included Value and Restricted Value?" specifies which services are or are not available to be paid from your Included Value or your Restricted Value and the rate at which additional services will be charged.
- (f) For Vodafone Bundled Mobile Broadband Products, all non-data use (eg voice calls, SMS/MMS and content) is charged in addition to your Minimum Monthly Spend. Refer to the Vodafone Postpaid Mobile Broadband terms at <a href="https://www.vodafone.com.au/mbbterms">www.vodafone.com.au/mbbterms</a> for further information.
- (g) Each charge is rounded up to the nearest cent before GST is included.
- (h) Call usage for your Vodafone Value Plan Product is billed in blocks of 60 seconds. Usage is rounded up to the end of the current block.
- (i) All rates and charges are subject to change. Vodafone will comply with relevant regulations and industry codes with respect to such changes.

### **Billing**

- (a) In your first bill, you will be charged your minimum monthly spend for the following month. Your first bill may also include a prorated amount from the date you connected to your first bill.
- (b) You may choose to purchase additional Products from time to time. Charges for these Products will be applied to your bill.
- (c) Paperless billing is the default bill delivery method for Vodafone customers. Vodafone will provide paper bills without charge to disabled or disadvantaged customers. Otherwise, Vodafone will not provide paper bills except in special circumstances, in which case, at its discretion, Vodafone may charge \$2.20 per paper bill.

#### **Vodafone Value Plan Products**

This table specifies inclusions, minimum monthly spend pricing and minimum contract terms for Vodafone Value Plan Products:

Product	Contract Length	Minimum Monthly Spend	Included Value	Restricted Value	Standard National and International TXT	Included Data	Minimum Spend over 24 month contract term	Early Exit Fee
Vodafone Value Plan \$19	24 months	\$19	\$61	\$19	From Included Value	100MB OR 100MB + Unlimited BlackBerry BIS	\$456	\$19 x remaining months on contract
Vodafone Value Plan \$29	24	\$29	\$251	\$29	From Included	300MB OR	\$696	\$29 x remaining

	months				Value	300MB +		months on contract
						Unlimited		
						BlackBerry BIS		
Vodafone Value Plan \$39	24	\$39	\$441	\$39	From Included	1GB OR 1GB +	\$936	\$39 x remaining
	months				Value	Unlimited		months on contract
						BlackBerry BIS		
Vodafone Value Plan \$49	24	\$49	\$551	\$49	Unlimited	1.5GB OR 1.5GB	\$1176	\$49 x remaining
·	months					+ Unlimited		months on contract
						BlackBerry BIS		
Vodafone Value Plan \$59	24	\$59	\$741	\$59	Unlimited	2GB OR 2GB +	\$1416	\$59 x remaining
,	months					Unlimited		months on contract
						BlackBerry BIS		

The following terms and conditions apply to you if you purchase a Vodafone Value Plan Product:

- (a) You will receive a data allowance or an Unlimited BlackBerry® Email and Internet Browsing (BlackBerry® Internet Service (BIS version)) allowance.
- (b) If you have chosen to include Unlimited BlackBerry® Email and Internet Browsing (BIS) with your Vodafone Value Plan Product, paragraphs (g) (k) below also apply to you.
- (c) Your data allowance is only available for use via your compatible handset. It is not available for use on a mobile broadband device.
- (d) You may change from one Vodafone Value Plan Product to another Vodafone Value Plan Product once per monthly billing period by calling Vodafone Customer Care, and agreeing to the terms and conditions of the new Vodafone Value Plan. Any credit or other benefits from your existing Product will be forfeited, unless otherwise advised. If you are changing to a less expensive Vodafone Value Plan Product or to a month to month Product or to a prepay Product, fees, including a Plan Change Fee may apply. Any Product change will take effect from the start of your next monthly billing period. Contact Vodafone Customer Care for more information.
- (e) Standard rates apply once your monthly data allowance has been exhausted. Additional data charges cannot be paid from your Vodafone Value Plan Product's included value.
- (f) Your data allowance can only be used in Australia, on Vodafone networks.
- (g) Unlimited BlackBerry® Email and Internet browsing pack gives you unlimited BlackBerry data (BlackBerry® Internet Service (BIS) version only excludes Blackberry® Enterprise Solution (BES) version) which includes BlackBerry® Email and Internet browsing, Facebook® and other applications, when accessed via the BlackBerry Access Point (APN) within Australia. Vodafone's Fair Use Policy applies. Additional charges apply for some services such as video streaming (e.g. YouTube) and single file downloads over 3 MB. Included voice value cannot be used for data. Slower speeds (2.5G GPRS or 2.75G Edge coverage) will be experienced in 3G 900Mhz areas for devices that do not have the 3G 900Mhz band support as well as 2G devices that have no 3G band support (3G 2100/850Mhz or 3G 2100/900Mhz). See vodafone.com.au/devicefrequency for details of devices and their frequencies. See vodafone.com.au/coverage for coverage details. Service subject to device capabilities, network limitations & customer location.
- (h) In addition to these terms and conditions, Research In Motion's standard terms and conditions associated with the use of BlackBerry® from Vodafone, the BlackBerry® Internet Service, the BlackBerry ® Built-In handheld and other associated products will also apply to your use of these products and

- services. BlackBerry®, RIM®, Research In Motion®, SureType®, SurePress™ and related trademarks, names and logos are the property of Research In Motion Limited and are registered and/or used in the U.S. and countries around the world. Used under license from Research In Motion Limited.
- (i) Unlimited BlackBerry® Email and Internet Browsing (BlackBerry® Internet Service (BIS)) can only be activated on BlackBerry® Built-In handhelds as authorised by Vodafone and Research in Motion. The BlackBerry® browser icon or any specific application loaded on your BlackBerry® at the time of purchase (excluding Compass) must be used to access the internet to ensure data usage is taken out of your Unlimited BlackBerry® Email and Internet Browsing Product's included data allowance.
- (j) Download of applications from BlackBerry® World™ is included in your Unlimited BlackBerry® Email and Internet Browsing Product's included data allowance, but the price for any application purchased is not included, and will be charged to you as an additional amount.
- (k) Data usage by some services available on Vodafone networks, including some internet services, cannot be paid from your Unlimited BlackBerry® Email and Internet Browsing Product's included data allowance. Use of these services may incur an additional charge, at the rates specified in the "Not payable from included value" table below.
- (I) Any \$0 upfront or discounted mobile device offers are only available from Vodafone's selected mobile device range at the time that you agree to a contract and cannot be redeemed for cash or as a credit against your service costs with Vodafone. These mobile device offers are not available if you switch between contracts during the minimum contract term.

**Vodafone Rates: What is payable from my Vodafone Value Plan Product's Included Value and Restricted Value?** 

#### Payable from Included Value Table

This table details all services that can be paid from your **Vodafone Value Plan** Product's Included Value (unless stated otherwise), and the charge rate for those services. If a service's rate is stated to be "unlimited", you will not be charged any additional amount for use of that service. If you ever exhaust your Included Value, any additional usage of the services listed in this table will be deducted from any remaining Restricted Value. If you ever exhaust your Restricted Value, you will be charged an additional amount for all additional services you use at the rates specified in this table. All services are for use from within Australia.

	Plan				
	Vodafone Value Plan \$19	Vodafone Value Plan \$29	Vodafone Value Plan \$39	Vodafone Value Plan \$49	Vodafone Value Plan \$59
Service		Rate for Service			
Standard national voice calls	40c connection fee + 99c per minute				
Standard national video calls	40c connection fee + \$1.00 per minute				
Vodafone to Vodafone standard national voice calls	40c connection fee + 99c per minute  Unlimited				
Vodafone to Vodafone standard national video calls	40c connection fee + Unlimited				

Standard national & international TXT (standard TXT of up to 160 characters)	28c per message	28c per message	28c per message	Unlimited	Unlimited
Standard national & international PXT (text, pic, video and audio)	35c per minute				
Standard national & international video PXT	75c per minute				
13 and 18 numbers		40c co	onnection fee + 99c per r	minute	
15 numbers	Varies, depending on service being called		ng called		
Customer care calls (1555)	Free from your Vodafone Mobile				
TXT Delivery Report	\$0.05 per message \$0.05 per message \$0.05 per message Unlimited Unlim				Unlimited
Re-routed voice calls		40c cc	onnection fee + \$1.2 per	minute	
Re-routed TXT or PXT	Standard national & international TXT and PXT charges ap		PXT charges apply		
Voicemail	Deposits: Free, Retrievals: 40c connection fee +99c per minute				

# **Payable from Restricted Value Table**

This table details all services that can be paid from your **Vodafone Value Plan** Product's Restricted Value (unless stated otherwise), and the charge rate for those services. If you ever exhaust your Restricted Value, you will be charged an additional amount for all additional services you use at the rates specified in this table. All services are for use from within Australia.

		Plan				
	Vodafone Value Plan \$19	Vodafone Value Plan \$29	Vodafone Value Plan \$39	Vodafone Value Plan \$49	Vodafone Value Plan \$59	
Service		Rate for service				
Usage of services listed in the Included Value table once the Included Value allowance has been exhausted.	See Included Value table for rates.					
Standard International Voice Calls	35c connection fee + International voice call rate (see vodafone.com.au)				com.au)	

Standard international video calls	35c connection fee + International video call rate (see vodafone.com.au)
123 Ask Us Anything	\$1.50 connection fee +99c per 60 seconds
Calls to National Directory Assistance (1223)	\$1.5 connection fee + standard call rate if thru connected
Calls to International Directory Assist (1225)	\$1.5 connection fee + standard international call rate if thru connected

# Not payable from Included Value or Restricted Value Table

This table details other services that you can purchase from or via Vodafone, but which **cannot be paid for** from your Vodafone Value Plan Product's Included Value or Restricted Value (unless stated otherwise). You will be charged an additional amount for these services at the rates specified in this table. All services other than international roaming are for use from within Australia.

			Plan		
	Vodafone Value Plan \$19	Vodafone Value Plan \$29	Vodafone Value Plan \$39	Vodafone Value Plan \$49	Vodafone Value Plan \$59
Service			Rate for Serv	rice	
Vodafone Central and STK Content purchases and downloads		Price	e specified at time	of purchase	
Premium TXT and PXT		V	aries, depending c	on service	
Premium voice and video calls		V	aries, depending c	on service	
Data (this rate applies once included data allowance is exhausted)	20c per MB in 1kb increments	20c per MB in 1kb increments			
Call Screen		0.055c for	first 10 seconds &	99c per message	

International Roaming	Varies, see vodafone.com.au/roaming for details.
Excluded* internet and data services when using Vodafone Unlimited BlackBerry Email and Internet Browsing.  *Excluded services include: Vodafone Central purchases and downloads, YouTube and other video streaming, content purchases or downloads from any application not loaded by Vodafone or Research in Motion, Premium TXT and Chat, single downloads of 3MB or larger or any data usage by any application that does not use the BlackBerry access point (APN).	All excluded services are deducted from your data allowance, and then once your data allowance is exhausted they will be charged at the applicable data rate listed above.