

# Terms & Conditions Spotify Premium

## What terms apply to Spotify Premium access?

1. These terms govern the use of the Spotify Premium service ("Service") by Vodafone customers who receive the Service at no subscription cost for a limited period.
2. The offer is available from 1 September 2016 to approved new customers on selected Vodafone Red Play plans or; existing customers who upgrade to a selected Vodafone Red Play plan, over 24 months ("Eligible Plan").
3. Offer is in respect of the Service subscription fees only, and does not include data usage, which will come out of your monthly data allowance.
4. Offer not available to customers with Blackberry handsets.
5. The Service will be available from the date your account/upgrade is activated and will continue as a free service for the Eligible Period ("Eligible Period"). To find out what the Eligible Period is for each Eligible Plan go to the Spotify support page at <http://support.vodafone.com.au/articles/FAQ/Spotify-FAQs>.
6. To start using the Service, you must register and accept the Spotify Terms and conditions of the Spotify service. The Eligible Period will not be extended if you fail to sign up to Spotify at a date later than your account activation date. Therefore you should sign up to Spotify as soon as you activate your account.
7. When you first sign up for the Service, you must register and accept the Spotify Terms and Conditions and Privacy Policy. These terms and conditions govern your use of the Service. A link to the sign up facility for the Spotify terms and conditions will be provided to you via SMS and these terms will be binding between you and Spotify.
8. If you have a pre-existing Spotify Premium account, you must cancel that account directly with Spotify promptly before signing up to this offer. If you do not do this you will continue to be charged by Spotify and Vodafone assumes no liability for such payments.
9. Vodafone is not responsible for, and to the extent permitted by law, accepts no liability in connection with the provision of the Service to you. If you do not agree with this term please do not use the service.
10. **Once Your Eligible Period Ends** Prior to the expiration of your Eligible Period, you will receive an SMS from Vodafone requesting you 'opt in' should you wish to continue receiving the Service. Once your Eligible Period ends, you may continue to receive the Service and be charged either directly by Spotify or via a monthly recurring charge on your Vodafone bill. If charged via your Vodafone bill, you may terminate your ongoing subscription at any time by contacting Vodafone on 1555 or via My Vodafone. If charged by Spotify, in order to terminate any ongoing subscription you will need to contact Spotify directly.
11. **Data Charges** You are responsible for any mobile data usage charges associated with the Service. We strongly recommend that you monitor your data usage regularly. For more information on the amount of data used by the Spotify Premium Service go to the Spotify data support page
12. You will incur roaming data charges if you stream music from Spotify Premium via another mobile carrier.
13. You agree that Vodafone may contact you from time to time in relation to the operation and administration of the Service.
14. **Minimum Costs** The minimum cost of a plan including the Service will be: (Monthly access fee + any handset instalment) x number of months on contract E.g. (\$80 + \$0 handset) x 24 month contract = \$1920. Please refer to the terms and conditions for Red Play Plans for full details.
15. **Upgrades** If you upgrade to a higher plan during an existing Eligible Period your Eligible Period will NOT be increased.
16. **Cancellation** If you cancel an Eligible Plan any remaining discounts or credit owing to you will be forfeited for that Eligible Plan Standard plan terms apply. This offer is not transferrable, and not redeemable for cash.