

ActewAGL Broadband Bundle Terms and Conditions.

Effective October 2025.

These Terms and Conditions apply to the **ActewAGL Broadband Bundle Offer**, available to ActewAGL customers who sign up to a Broadband plan and become a new Aussie Broadband customer. (Offer).

Please read these terms and conditions carefully as they set out what You need to know about the Offer and Your rights and obligations. (Terms and Conditions). By accepting the Offer, You agree that you have read and understand these Terms and Conditions, which form the contract between You and ActewAGL.

You have a separate contract with ActewAGL about the sale of energy to You at your residential premises and this energy contract can be found on our website at: actewagl.com.au/legal/pricing-information/act-home-prices

By signing up to an Aussie Broadband product for the provision of broadband services You will have a separate agreement with Aussie Broadband. Information regarding the terms and conditions of service can be found at: aussiebroadband.com.au/legal/#termsAndConditions

1. Definitions

- a. **ActewAGL** means ActewAGL Retail ABN 46 221 314 841, a partnership of Icon Retail Investments Ltd ABN 23 074 371 207 and AGL ACT Retail Investments Pty Ltd ABN 53 093 631 586 of 40 Bunda Street, Canberra, ACT 2600 or a third party as engaged by ActewAGL where appropriate (in these Terms and Conditions also referred to as “Us”, “Our” or “We”).
- b. **ActewAGL’s Privacy Policy** means the privacy statement located at actewagl.com.au/legal/policies/retail-privacy-statement and updated from time to time.
- c. **Aussie Broadband** means Aussie Broadband Pty Ltd ABN 29 132 090 192
- d. **Eligible Customer** means the individual who meets all Eligibility Criteria contained in clause 4 of these Terms and Conditions (in these Terms and Conditions also referred to as “You” or “Your”).
- e. **Eligibility Criteria** means the requirements contained in clause 4 of these Terms and Conditions that must be met to be an Eligible Customer.
- f. **Law** means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, or a local government, and includes the common law and rules of equity as applicable from time to time.

g. **Offer** means the ActewAGL Broadband Bundle Offer.

h. **Personal Information** has the same meaning as it does in the Privacy Act 1988 (Cth).

i. **You** means an Eligible Customer to whom these Terms and Conditions apply.

2. Interpretation

- a. Where applicable, capitalised terms in these Terms and Conditions are defined in the Definitions clause at clause 1.
- b. In these Terms and Conditions, except where the context otherwise requires:
 - i. the singular includes the plural and vice versa, and a gender includes other genders;
 - ii. another grammatical form of a defined word or expression has a corresponding meaning;
 - iii. a reference to a clause, paragraph or schedule is to a clause or paragraph of, or schedule to, these Terms and Conditions, and a reference to these Terms and Conditions includes any schedule or annexure;
 - iv. a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
 - v. a reference to A\$, \$A, dollar or \$ is to Australian currency;
 - vi. a reference to a party is to a party to these Terms and Conditions, and a reference to a party to a document includes the party’s executors, administrators, successors and permitted assigns and substitutes;
 - vii. a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; and
 - viii. headings are for ease of reference only and do not affect interpretation.

3. Your Acceptance

- a. These Terms and Conditions are about the ActewAGL and Aussie Broadband Bundle Offer. Once You have accepted the Offer, these Terms and Conditions form a legally binding contract between You and ActewAGL.

- b. You acknowledge and agree that You are authorised to accept these Terms and Conditions.
- c. By agreeing to be bound by these Terms and Conditions, You also consent to Us collecting, using and disclosing Your Personal Information and data in accordance with ActewAGL's Privacy Policy.
- d. ActewAGL may from time to time, review and update these Terms and Conditions to take into account new Laws, regulations, products, technology or other relevant changes in circumstances in relation to Our business.
- e. If You have questions about this Offer or Our products and services, please contact Us on 02 5110 2528 or electrify@actewagl.com.au

4. Eligible Customers

- a. The Offer is available to ActewAGL customers who:
 - i. have an active electricity account for their residential premises with ActewAGL; and
 - ii. are not an existing Aussie Broadband customer.
- b. The Offer is available to residential customers only, who reside in the ACT or NSW surrounding region in which ActewAGL sells electricity. The Offer is not available to businesses.

4A. Offer conditions

- a. If You close Your ActewAGL electricity account after accepting these Terms and Conditions, You will no longer be eligible for the Offer and the remaining bill credits will not be applied to Your ActewAGL active electricity account.
- b. If you cease being an Aussie Broadband customer after accepting these Terms and Conditions, You will no longer be eligible for the Offer and the remaining bill credits will not be applied to Your ActewAGL active electricity account.
- c. If after You have accepted these Terms and Conditions, ActewAGL determines that You are not an Eligible Customer, You will not be entitled to receive a bill credit and any remaining bill credits will not be applied to Your ActewAGL active electricity account.
- d. ActewAGL reserves the right, in its absolute discretion, to determine if You

are an Eligible Customer and Our decision is considered binding and final.

5. Bill Credit

- a. Once the Eligible Customer signs up to an Aussie Broadband plan using the unique link provided by ActewAGL, the Eligible Customer will receive a daily bill credit of up to a total of \$100 paid over a 12-month period. The bill credit will be applied to the Eligible Customer's electricity account and will appear on each of their electricity bills as a portion of the total \$100 credit amount. For clarity, the bill credits are:
 - i. calculated on daily credit amounts of \$0.25 (AUD); and
 - ii. applied to Your bills over a 12-month period.
- b. The total sum of bill credits will not exceed \$100.38 (incl. GST) and cannot be exchanged for cash or any other form of compensation.
- c. Offer credits are applied monthly and may take up to two (2) months to appear on Your bill.
- d. All amounts include GST unless otherwise stated.
- e. In the event that You are no longer eligible for the Offer, due to the circumstances referred to in clause 4A (Offer conditions), the remaining bill credits will not be applied to Your ActewAGL active electricity account.

6. Customer Support

- a. Customer enquiries relating to your ActewAGL energy plan should be directed to the ActewAGL Customer Services team at actewagl.com.au/contact
- b. For questions relating to issues with your Aussie Broadband plan, contact Aussie Broadband customer service at aussiebroadband.com.au/contact

7. Privacy

- a. ActewAGL will comply with all relevant privacy legislation in relation to Your Personal Information. If You have any questions, You can contact our privacy officer.
- b. The Information and Data we collect may be Personal Information.

- c. We will collect information from You for the purposes of supplying goods and services under these Terms and Conditions. ActewAGL may disclose or exchange Your Personal Information to or with our agents and contractors (such as the mail houses, data processing analysts and debt collection agencies), government authorities, where required to fulfil our obligations under these Terms and Conditions and also for any other purpose You have consented to or as authorised by Law.
- d. By accepting these Terms and Conditions, You consent to us collecting, using and disclosing Your Personal Information as set out in these Terms and Conditions and in ActewAGL's Privacy Policy.
- e. You can find a summary of ActewAGL's Privacy Policy on our website at <https://www.actewagl.com.au/legal/policies/retail-privacy-statement>.
- f. For the purpose of this arrangement, information about You may be disclosed to Aussie Broadband for the purpose of confirming the validity of the potential Eligible Customer and delivery of the Offer.

8. Limitation of Liability

- a. Subject to Privacy clause 7(c), no party is liable (including in negligence) for any loss (including indirect, special or consequential loss, loss of profits, revenue or anticipated savings), expense, damage, personal injury, illness or death suffered in connection with this Offer, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by Law).
- b. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act 2010 (Cth), as well as similar consumer protection laws in the States and Territories of Australia. See www.accc.gov.au for more information about those rights.
- c. You acknowledge and agree that any amounts received under the Offer is not considered a salary. However, You may be required to declare the amounts as income for tax purposes. ActewAGL does not provide tax advice and is not responsible for any tax liabilities, obligations or consequences that may arise from the receipt of the Offer.

9. Acknowledgement of Relationship

- a. You acknowledge that ActewAGL may contract with Aussie Broadband or its Related Body Corporate (as defined by section 9 of the Corporations Act 2001 (Cth)) to administer the Offer. ActewAGL may receive a referral fee, commission or other commercial benefit from Aussie Broadband if You choose to take up any products or services as part of this Offer.

10. Termination of Offer

- a. ActewAGL reserves the right to modify, suspend, or terminate the Offer at any time without prior notice to You. In the event of Offer termination, ActewAGL will honour ActewAGL Broadband Bundle sign-ups, provided that the individual is considered an Eligible Customer at the time that the sign-up is made.

Customer enquiries

Call 13 14 93

Postal address

ActewAGL GPO Box 366 Canberra ACT 2601

Language assistance

13 14 50
24 hours

如果您需要幫助，請打電話給下面的號碼。

¿Necesita un intérprete? Llame al número indicado abajo.

هل تحتاج إلى مترجم؟ اتصل بالرقم أدناه.

Trebate li pomoć tumača? Nazovite niže navedeni broj.

Nếu quý vị cần sự giúp đỡ, vui lòng gọi số bên dưới.

Se vi serve un interprete, telefonate al seguente numero.

Αν χρειάζεστε διερμηνέα, τηλεφωνείτε στον αριθμό παρακάτω.