

TERMS AND CONDITIONS

Last updated: 09 July 2018

In these terms and conditions News Pty Limited will be referred to as News .

These Terms and Conditions apply to the following types of subscriptions: The Australian 12 Month Plan Digital Subscription, The Australian 12 Month Plan Digital Subscription and Newspaper Home Delivery, The Australian Digital Subscription and Newspaper Home Delivery, The Australian Digital Subscription and The Australian Newspaper Home Delivery.

Each of these is a Subscription under these Terms and Conditions

If you have selected a digital and print bundle your terms and conditions will consist of both Digital Membership and Newspaper Delivery Subscription Terms and Conditions. If you have selected only a Digital only or Print only product then only the Terms and Conditions relevant to that product will apply. Offers are not available to any person who has previously breached any of our subscription terms and conditions.

These terms and conditions are deemed to include by reference the Registered Access Terms and Conditions. Defined terms there will be used in these terms also. You must have a valid and current Registered Access to have a valid subscription.

News or its relevant related companies may change any applicable terms and conditions from time to time. If this happens, amendments will be posted on the affected News Sites or other News Digital Media and will also be accessible through your login to My Account. If you object to changes to any terms or conditions you may cancel your Subscription up to 28 days after changes come into effect without accepting the new terms and conditions. If you do not cancel or you use or access any News sites or News Digital Media (other than to review the new terms and conditions) using your Subscription within that period you will be deemed to have accepted the new terms. You may call Customer Support on 1300 MY NEWS (1300 69 63 97) , who will consider your position acting reasonably, if you have reasonable grounds for not having cancelled within the 28 day time limit and still wish to cancel.

Digital Membership Terms and Conditions

Digital Membership provides you access via a secure login to view unlimited content on the following News Sites (Included Media):

- The Australian

as well as the following applications:

- The Australian

The above lists may change from time to time, at our discretion. News will endeavour to contact you at least 14 days prior to effecting the removal of any media from these lists.

Your Digital Membership will commence immediately on receipt by us of completed subscription details, including payment details. Confirmation of acceptance will be provided to you via your nominated email address.

Each username and password is assigned to a single user. You must ensure that your username and password remain secure and are only shared with the residents of your household i.e. family and friends that live at the same residential address. However you agree that your Digital Membership cannot be used with more than four devices concurrently. You are responsible for all use, activities and charges associated with your username and password. Your username and password are not otherwise transferable.

Your Digital Membership may be used for non-commercial purposes only.

Access from outside of Australia

You acknowledge that some of our content may not be viewable or accessible from outside of Australia.

Newspaper Delivery Subscription Terms and Conditions

A Newspaper Delivery subscription is for delivery of the newspapers specified in the print offer you have selected to a residential address. Delivery is only available where delivery exists in your state and promotional offers are only available where no additional freight is charged. This service is not available to post office boxes. Delivery to addresses within security apartments is subject to delivery capability. Our home delivery obligations to you are subject to home delivery remaining commercially feasible in our reasonable opinion. Where we cease to supply home delivery to you, we will discuss with you the way forward.

The Newspaper Delivery subscription is for a period of time and not a specified number of newspapers. You will receive newspapers that are published between the beginning and end of this subscription.

Delivery may take up to 5 business days to commence. If your subscription terminates, you will also receive any newspapers that are published between the termination date and the lead time required to cease delivery, which may take up to 5 business days.

If you require redirection, please notify us at least 5 business days prior. Redirection will only be possible to areas where a delivery service exists for your subscription.

Pricing

The price of the subscription, including where applicable any introductory pricing for a specified period will be displayed at the time of purchase. All prices include GST unless otherwise specified.

News may amend the pricing schedule by giving 28 days prior notice to you. Once new pricing takes effect News may alter your automatic payment arrangements accordingly.

Where your Subscription is for a specified plan period or a fixed term with regular, periodic payments (with or without a further term on the same or different terms) then the total price that you will pay is the total sum of all regular periodic payments throughout the specified plan period or fixed term (plus the relevant price for any relevant further terms prior to cancellation being effected). News will not change the pricing for a plan period or fixed term subscription during that fixed term.

Information about your current Subscription, including its price is available in My Account under Manage My Subscriptions or you can call Customer Support on 1300 MY NEWS (1300 69 63 97).

Payment, Fees and Taxes

Subsequent to any non-refundable introductory period, payment is to be made by automatic recurring 4 weekly payments or monthly payments (as specified in the offer terms) via PayPal (when available as specified by News when the offer is made) or debit/credit cards. Payments are made in advance. American Express, Visa, MasterCard and Diners Club credit cards are accepted. The recurring payment for the amount of the offer you have requested will be automatically charged by News every 4 weeks or monthly (depending on the offer terms) in advance, subject to the terms set out below, until such time as the subscription is terminated in accordance with these terms and conditions.

The second payment of auto-renewing subscriptions will be made up to 7 days prior to the commencement of the second billing period and will thereafter occur with the stated frequency of 4 weekly or monthly.

Changes to payment details can be made online via My Account or by contacting Customer Support on 1300 MY NEWS (1300 69 63 97).

If payment fails, we will attempt to notify you and request that you update your payment details. We will re-attempt payment several times. During this period we may grace your subscription for up to 7 days after which time we will commence the cancellation process.

If you are under the age of 18 you require consent from your parent or guardian and the card holder to authorise charges to be made.

For the purpose of auto-renewing your Subscription, your PayPal or credit card details are stored in a tokenised, encrypted format. They are therefore available should you elect to purchase another subscription.

Through this sales platform you can only sign up for yourself. You cannot sign up as a gift for another person.

Direct Debit

By providing us with your credit or debit card or PayPal account details you authorise us to charge all amounts payable in relation to your subscription to the nominated payment account in accordance with the payment terms section above.

You must ensure that you have sufficient funds in your account to honour the payment. If there are insufficient funds, we may continue to attempt to process the payment a number of times.

It is your obligation to advise us of any changes to your payment account details.

We may continue to process your payments after the original expiry date of your credit or debit card as advised to us.

We may, on providing you with reasonable notice in the circumstances, cancel this direct debit arrangement at any time. This might happen where there have been dishonoured or rejected payments, or if we have a reasonable suspicion that fraudulent information has been provided in relation to your direct debit arrangement. Where we cancel a direct debit payment method, we will notify you of the cancellation and request the establishment of an alternative method of payment.

Suspension

You cannot suspend your Digital Membership.

Newspaper Delivery can be suspended online via My Account or by contacting Customer Support on 1300 MY NEWS (1300 69 63 97). A subscriber may only suspend delivery of the newspaper for a maximum of 84 days in a single suspension and up to a total of 100 days during a 12 month period. Please notify us a minimum of 5 business days prior to a suspension. Your suspension must specify a return date no later than 84 days from commencement. Once the suspension commences, your subscription will be extended by a period of time at least equal to the length of the suspension. You will not be charged for the period of the suspension. You may also at our discretion be able to access the digital/online content during the period of suspension.

Cancellation, Termination and Refunds Policy

Your Subscription will continue until cancelled by either one of us. You may cancel your Subscription calling Customer Support on 1300 MY NEWS (1300 69 63 97).

You must provide a minimum of 7 business days' notice, if you want to cancel your subscription. Cancellations will take effect at the end of the subscription period, which is current at the end of the 7 business day notice period.

If your subscription consists of both a Digital Membership and Newspaper Delivery subscription, you may not cancel just one component. Please contact Customer Support on 1300 MY NEWS (1300 69 63 97) to discuss other subscription alternatives that may suit your needs.

The following applies regarding refunds.

1. If your Subscription requires you to pay:

- a. Subscription fees in advance every 4-weeks; or
- b. Subscription fees in advance monthly; or
- c. An initial payment which is stated to be non-refundable in the offer terms,

then those prepaid fees are not refundable, in whole or in part, unless:

- i. News cancels your subscription, other than due to a breach of our terms and conditions;
- ii. You or News cancel your Newspaper Delivery because News no longer provides home delivery to your delivery address; or

iii. Required by law

2. If your subscription payments are other than described in 1 (a) or (b) above, if you cancel your subscription before the end of a prepaid subscription period, you will be entitled to a prorated refund for any unused and prepaid days.

3. If your subscription is for a fixed term with regular periodic payments throughout the term then you may not cancel your subscription prior to the expiry of the specified fixed term (so for example, where your subscription requires a payment every 4 weeks for 52 weeks then you may not cancel your subscription to take effect before the expiry of the first 52 weeks).

News may cancel your subscription at any time on reasonable notice. Where cancellation by us is due to your breach of our terms and conditions including for any included Media, we are under no obligation to provide any refund or notice.

Cancellation of your Subscription does not affect your Registered Access (unless that is also cancelled).

Access to The Wall Street Journal available for at least 3 years from 28/04/2019, offer is valid for current members only.