

TELSTRA PRE-PAID RECHARGE CARD PROGRAM AGENCY AGREEMENT



As part of Telstra's commitment to ensuring that all Australians enjoy the everyday benefits of being connected through modern communication technologies, through its Everyone Connected Programs, Telstra is pleased to introduce and fund a new Pre-Paid Recharge Card Program ("Program").

1. Purpose of the Program and Operation of Telstra Pre-Paid Recharge Cards

- 1.1. The purpose of the Program is to provide assistance to Australians on low incomes that depend or rely on a Telstra Pre-Paid mobile phone for their communications. The Program provides eligible people, including homeless young people or victims of domestic violence who depend on a Telstra Pre-Paid mobile for their communications, with access to a complimentary Telstra Pre-Paid Recharge Card.

2. Program Agency

- 2.1. Your agency has been identified as a community agency that may be able to distribute Telstra Pre-Paid Recharge Cards to clients of the agency who qualify under the Eligibility Guidelines, outlined in Schedule 1 ("Program Agency").

3. Telstra Pre-Paid Recharge Program Guidelines

- 3.1. If you agree to become a Program Agency, Telstra will provide your agency, free of charge, with a limited allocation of Pre-Paid Recharge Cards for distribution to your clients.
- 3.2. You may only use the Pre-Paid Recharge Cards for distribution to clients of the agency and for no other purpose. For clarity, the Pre-Paid Recharge Cards cannot be transferred, resold or redeemed for cash.
- 3.3. The terms and conditions in the Telstra Mobile section of Our Customer Terms apply to the use of a Telstra Pre-Paid service. In particular, the client's use of the service will be charged according to the client's selected offer under Part B – Prepaid Pricing Plans and/or Part C – Special Promotions.

Our Customer Terms is available at: www.telstra.com.au/customerterms/index.htm.

- 3.4. Telstra may reasonably request from time to time your feedback on the social impact of the Program and your involvement in the Program.
- 3.5. The Pre-Paid Recharge Cards and other material must be distributed by your Program Agency free of charge to clients who fall within the Eligibility Guidelines outlined at Schedule 1 ("eligible clients"). All Program Agencies must comply with these Guidelines.
- 3.6. In general, it is expected that one (1) Pre-Paid Recharge Card would be allocated to each eligible client at one time. However, the Program Agencies have the final discretion to issue Pre-Paid Recharge Cards and Telstra respects the independence of each Program Agency's assessment of eligible clients and their needs.
- 3.7. Your appointment as a Program Agency shall be for a 12-month term only. Your appointment may continue after this initial 12-month term at Telstra's discretion.

4. Ongoing Operation of the Program

- 4.1. You agree to meet with Telstra and other Program Agencies from time to time, as reasonably requested by Telstra in order to address any issues arising under the Program.

5. Allocation of Pre-Paid Recharge Cards

- 5.1. Telstra will allocate an initial three (3) month's supply of Pre-Paid Recharge Cards to your Program Agency, at its discretion. Cards may be further allocated on a regular (as needed) basis as determined by Telstra. It remains the Program Agency's responsibility to request any further allocation of cards. Telstra retains the discretion to allocate further Pre-Paid Recharge Cards based on supply levels available.
- 5.2. Telstra will supply Pre-Paid Recharge Cards to the stated delivery address and contact person of the Program Agency. The Program Agency will be responsible for distributing Pre-Paid Recharge Cards to any sub-agencies or branches of the Program Agency that are participating in this Program.
- 5.3. Each Pre-Paid Recharge Card has the expiry date printed on the back of the card and the following statement, "On expiry your card will have no further value. Any unused value at the time of expiry is not refundable." Please refer eligible clients to the expiry date and statement on the back of their card.
- 5.4. In the event a Program Agency withdraws from the Program during the year, Telstra has the discretion, as it deems appropriate in the circumstances, to request the return of unused Pre-Paid Recharge Cards and reallocate these cards among other Program Agencies.

6. Security of Pre-Paid Recharge Cards

- 6.1. The Program Agency remains responsible for storing the Pre-Paid Recharge Cards securely. Telstra is not required to reallocate further cards to replace any lost or stolen cards. Telstra has the discretion to cancel a Pre-Paid Recharge Card if Telstra considers there to be improper, illegal or unauthorised use of that card.

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7. Promotion of the Program

- 7.1. Telstra will keep the Program Agency informed of planned communications regarding the Program or the Pre-Paid Recharge Cards, which may assist in promoting the Program.
- 7.2. Telstra may send further material, from time to time to a Program Agency using their contact details, to inform the Program Agency of any Telstra products and services relevant to people on low incomes.

8. Confidentiality

- 8.1. Any information you share with Telstra regarding your involvement in the Program shall not be required to be confidential. Information regarding your involvement in the Program will only be disclosed by Telstra, as required, for the purpose of development and the ongoing operation of the Program. Disclosure to the other Program Agencies involved in the Program is expressly permitted. However, you must comply with the Privacy Act 1988 (Cwlth) in relation to Personal Information, whether or not you are an organisation bound by the Privacy Act.

9. Consequences of non-compliance and termination of this letter agreement

- 9.1. If you fail to comply with this letter of agreement in any way, Telstra may (in its discretion):
 - a. refuse to issue any further Pre-Paid Recharge Cards to your Program Agency;
 - b. immediately terminate this letter of agreement with your Program Agency.

10. Acceptance of terms of appointment as a Program Agency

- 10.1. If your agency would like to become a Program Agency, please sign (see over) and return this letter to Telstra. By doing so, your agency agrees to comply with the terms of this Letter Agreement including the Guidelines.

SCHEDULE 1 – “Eligibility Guidelines”

Under the Program, participating community agencies have the discretion to issue Pre-Paid Recharge Cards according to the following eligibility guidelines. Telstra respects the independence of the agency’s assessment. The decision by the agency to issue or not issue a Pre-Paid Recharge Card shall be final.

- The community agency must assess the person as being a person, residing in Australia, who depends/ relies on a Telstra Pre-Paid mobile phone for their communications.
- The community agency should insert the recharge card into the supplied Telstra Everyone Connected card holder, which provides relevant information to the customer on its use.

It is expected in most cases that the person applying for a Pre-Paid Recharge Card will either:

- have a current Australian Centrelink Pensioner Concession Card (including an Age Pension, a Disability Support Pension and Carer Payment recipient); or
- have a current Australian Veterans’ Affairs Pensioner Concession Card; or
- have a current Australian Health Care Card; or
- have a current Australian Centrelink Jobs Network Card; or
- be a new arrival in Australia with a temporary Protection Visa; or
- be in a crisis situation; or
- be in a situation where there is a high risk to safety and security, where privacy is paramount (e.g. domestic violence); or
- be a job seeker; or
- be homeless or transient; or
- live in a remote indigenous community.

Telstra respects the independence of the agency’s assessment. The decision by the agency to issue or not issue a Pre-Paid Recharge Card shall be final. People residing outside of Australia are not eligible to receive a Pre-Paid Recharge Card under this Program.

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By signing below, I agree to become a Telstra Pre-Paid Recharge Card Program Agency and accept the terms set out in this letter agreement.

Print Name: _____

Authorised representative for (name of Community Agency): _____

ABN: _____

| | |
|--|---|
| _____ | _____ |
| SIGNED (Signature of Authorised Representative) | In the presence of witness (print name) |
| <i>By signing this agreement you warrant that you are authorised to sign this agreement on behalf of the Program Agency.</i> | _____ |
| | Signature of witness: |

Organisation: _____

Contact Person: _____

Position: _____

Address: _____

Suburb: _____

State:

Postcode:

Phone:

Mobile:

Email address: _____

Number of Recharge Cards (please circle request):

5 10 15 20 25

Please estimate number of people you would see in the next 3 months who might make use of the service, minimum order 5, maximum order 25. Please note, the actual number of Pre-Paid Recharge Cards provided may vary and will be at Telstra's discretion.

In addition, we welcome your regular feedback on the program:

What proportion of your clients were eligible for assistance as they were Telstra Pre-Paid mobile customers?

How helpful has the Telstra Pre-Paid Recharge Card been to your clients' welfare?

Client story – a typical situation faced by your client/ agency where access to this program assists.

Please return this form to:

Reply Paid 2474
Telstra Pre-Paid Recharge Program
Locked Bag 4960 MELBOURNE VIC 3001

Or fax to:

1800 659 416

Or scan and email:

consumer.affairs@team.telstra.com