

OnePass and Disney+ Bundle Terms and Conditions

Welcome to the OnePass Disney+ Bundle, a membership and subscription program offered by Wesfarmers One Pass Pty Ltd (ABN 39 650 854 845). These Bundle Terms and Conditions (**Bundle T&Cs**) explain our obligations as a program provider and your obligations as a bundle subscriber and OnePass Account holder. Please read them carefully.

By registering for OnePass and subscribing to the Bundle, you acknowledge that you have read and understood, and that you agree to, these Bundle T&Cs governing your OnePass subscription, and the terms of the Disney+ Subscriber Agreement regarding your access and use of Disney+.

The OnePass Disney+ Bundle will evolve and so these Bundle T&Cs may change over time. We reserve the right to change these Bundle T&Cs at any time, effective at the end of your then-current billing cycling during which the modified terms are published, and we will communicate these changes to you via email. It is your obligation to ensure that you have read, understood and agree to the most recent Bundle T&Cs made available to you. If you do not agree to the modified terms, you must cancel your Bundle Subscription before the change takes effect.

These Bundle T&Cs were last updated in December 2022.

1. Definitions

- **'Bundle'** means the bundled offering of OnePass and Disney+ Subscription.
- **'Bundle Subscription'** means the Bundle subscription service made available by us entitling a person who has purchased the subscription of the Bundle benefits, and **'Bundle Subscriber'** means a person who has acquired a Bundle Subscription.
- **'Bundle Subscription Fee'** means the fee charged by us for purchasing a Bundle Subscription to the Bundle as varied from time to time, which as at the date of these Bundle T&Cs is \$14.99 a month. The Bundle Subscription Fee includes your payment for OnePass and Disney+ Subscription.
- **'Bundle Subscription Period'** means one month following the date your monthly subscription commences or renews.
- **'Bundle T&Cs'** means these terms and conditions which apply to the Bundle as amended or replaced from time to time.
- **'Disney'** means The Walt Disney Company (Australia) Pty Limited (ABN 30 054 610 025).
- **'Disney+ Account'** means a Disney+ subscription account.
- **'Disney+'** means the Disney+ platform service made available by Disney or its affiliates, as updated from time to time.
- **'Disney+ Subscription'** means a subscription entitling Disney+ Account holders to access Disney+.
- **'Disney+ Subscriber Agreement'** means the Disney+ Subscriber Agreement, including the Disney+ Privacy Policy and Disney+ Privacy Collection Notice, located at <https://www.disneyplus.com/en-gb/legal/subscriber-agreement>, <https://www.disneyplus.com/en-gb/legal/privacy-policy> and <https://www.disneyplus.com/en-gb/legal/collection-statement>.
- **'OnePass'** means the OnePass membership program made available by Wesfarmers One Pass Pty Ltd (ABN 30 650 854 845) or its affiliates, as updated from time to time.
- **'OnePass Account'** means a OnePass membership account.

- **‘OnePass Member’** means a person who has registered to use OnePass and opened a OnePass Account, and **‘OnePass Membership’** means a OnePass membership entitling the OnePass Member to the benefits afforded to OnePass Members from time to time.
- **‘Participating Brands’** means the businesses we have determined are participating in the OnePass program and offering benefits to OnePass Members and/or Subscribers from time to time.
- **‘Website’** means the Internet site at the domain OnePass.com.au or any other website operated by us and includes any OnePass App.
- **‘us’, ‘we’, and ‘our’** means Wesfarmers One Pass Pty Ltd (ABN 39 650 854 845).
- **‘You’, ‘you’ and ‘your’** means the person who has been through the registration process for the Bundle and agreed to these Bundle T&Cs.

2. Bundle Eligibility, Registration and OnePass Membership

To be eligible to join OnePass and subscribe to the Bundle, you must:

- a. be at least 18 years old;
- b. be a resident of Australia and have a current Australian residential address;
- c. complete the registration process including:
 1. providing personal information requested by us during the registration process (including name and contact details);
 2. agreeing to these Bundle T&Cs;
 3. acknowledging you have read and understood the Disney+ Subscriber Agreement; and
 - d. be permitted by us (in our complete discretion) to access and use OnePass through us enabling your access to OnePass.

Upon completing the Bundle Subscription process and paying the Bundle Subscription Fee, you will:

- e. be a OnePass Subscriber, will have opened a OnePass Account and have entitlement to OnePass until the date your Bundle Subscription is due for renewal, on and subject to the Bundle T&Cs; and
- f. have a fully paid-up entitlement to a Disney+ Subscription which enables you to access Disney+ once you have a Disney+ Account and have activated your Disney+ Subscription, until the date your Bundle Subscription is due for renewal.

We may refuse a OnePass Membership (or any Bundle Subscription) at our discretion. Where we refuse a Bundle Subscription (at or within a reasonable time after the commencement of the Bundle Subscription), you will be provided with a full refund of the Bundle Subscription Fee paid by you.

3. Setting up and activating your Disney+ subscription

To access Disney+ as part of the Bundle, you will need to activate your Disney+ subscription with Disney after subscribing to the Bundle through your OnePass Account.

If you are a new Disney+ subscriber, you will be directed to Disney+ and prompted to activate your entitlement to Disney+ by creating a Disney+ Account. When creating a new Disney+ Account, you will be prompted to accept the terms of the Disney+ Subscriber Agreement.

If you are an existing Disney+ subscriber, you will be directed to log in to your existing Disney+ Account to activate your entitlement to Disney+ as part of the Bundle.

You agree that:

- a. We may charge you the Bundle Subscription Fee on the date you subscribe to the Bundle, not on the date that you activate your Disney+ Subscription through Disney. We will notify you if you have not activated your Disney+ Account within 1 day after subscribing to the Bundle; and
- b. You may be transferred by Us to speak directly with Disney to resolve any issues in relation to your Disney+ Account, including in relation to your Disney+ Subscription or activation of your Disney+ Account, or Disney may contact You in relation to such issues.

You agree that the Disney+ Subscriber Agreement applies in relation to your registration as a Disney+ subscriber and your access and use of Disney+. You must not subscribe to the Bundle if you do not agree to the terms of the Disney+ Subscriber Agreement. You acknowledge the Disney+ Subscriber Agreement is an agreement directly between you and Disney or its affiliate, not between you and us (Wesfarmers One Pass Pty Ltd) or any of our affiliates. In respect of the Disney+ part of the Bundle, we act only as a billing agent for Disney. We are not otherwise responsible for your access to Disney+ or any content made available through Disney+.

Inconsistencies

If there is any inconsistency between the Bundle T&Cs and the Disney+ Subscriber Agreement, these Bundle T&Cs apply and will take precedence.

4. Bundle Subscription

- a. By purchasing a Bundle Subscription, you are agreeing to an ongoing monthly subscription service for both OnePass and Disney+. A Bundle Subscription entitles you to receive standard OnePass and Disney+ Subscription benefits for the month following the date your monthly subscription commences (this is your **Bundle Subscription Period**).
- b. Bundle Subscriptions will be automatically renewed for a further Bundle Subscription Period unless cancelled by you prior to the end of your then-current Bundle Subscription Period.
- c. You will be billed for the Bundle Subscription Fee on the date of subscription and then at the beginning of the next and each subsequent Bundle Subscription Period, you will be billed in advance on a monthly basis (unless your Bundle Subscription is cancelled).
- d. **Existing OnePass subscription:** If you have an existing OnePass subscription at the time of purchasing a Bundle Subscription:
 1. your Bundle Subscription will commence immediately upon subscribing to the Bundle;
 2. you will immediately be charged the applicable Bundle Subscription Fee;
 3. we will ensure you receive a pro-rata refund for the balance of any amounts already paid by you for OnePass in relation to your existing subscription in respect of a period after commencement of the Bundle Subscription; and
 4. if at such time your existing OnePass subscription is within a free trial period, that trial period will immediately cease.
- e. **Existing Disney+ Subscription billed by Disney:** If you have an existing Disney+ Subscription billed directly by Disney at the time of purchasing a Bundle Subscription, your existing Disney+ Subscription will be automatically paused by Disney following your subscription to the Bundle. You can manage that subscription directly with Disney through your Disney+ Account or by contacting Disney directly.
- f. **Existing Disney+ Subscription billed by a third party:** If you have an existing Disney+ Subscription billed by a third party (such as Apple or Google) at the time of purchasing a Bundle Subscription, you will need to manage that subscription directly with the third party. Subscribing to the Bundle will not automatically suspend or cancel any other Disney+ Subscription billed by such third party. Your Bundle Subscription billing cycle may overlap

with your existing Disney+ subscription billing cycle. You will not receive a refund from us for any period of the Bundle billing cycle that overlaps with any existing third party-billed billing cycle.

5. Fee changes

We may alter any fees charged by us in relation to the Bundle, including the Bundle Subscription Fee. Changes to the Bundle Subscription Fee only take effect when your Bundle Subscription renews at beginning of the next Bundle Subscription Period.

We will notify you of any changes to the Bundle Subscription Fee before those changes take effect. If you do not agree to the change, you must cancel your Bundle Subscription before the change takes effect.

6. OnePass Benefits, Free Delivery & Exclusions

- a. We reserve the right to modify or change the benefits for OnePass available to OnePass Members and Bundle Subscribers at any time. We will notify you of any changes, and you may cancel your OnePass Membership or Bundle Subscription (as the case may be) prior to such changes taking place. If we materially reduce the OnePass Bundle Subscription benefits available to Bundle Subscribers, and you cancel your Bundle Subscription within seven days of us notifying you of the change, we will refund the Bundle Subscription Fee for the remaining portion of the then-current Bundle Subscription term on a pro-rata basis.
- b. Without limiting clause 6a, we may, from time to time, make additional functionality, features or services for OnePass available to OnePass Members or Bundle Subscribers for purchase and may charge you fees for such additional functionality, features or services if you elect to purchase them. Unless otherwise stated, you must pay for the additional functionality, features or services referred to in this clause 6b prior to us making it available to you (or must pay for it in accordance with the payment terms notified to you).
- c. Bundle Subscribers are entitled, through OnePass, to free standard delivery within Australia at Participating Brands on eligible products or orders. Participating Brands may exclude certain postcodes from the free standard delivery benefit.
- d. Participating Brands determine eligible products or orders for the purpose of the OnePass free standard delivery benefit. Products and orders excluded from the free standard delivery benefit may include big, oversize and bulky items, products sold by third parties on a Participating Brand's marketplace, or other items specified by Participating Brands from time to time.
- e. Participating Brands may have minimum spend requirements in order for a Bundle Subscriber to obtain the free standard delivery benefit. *Please see OnePass website for more information.
- f. Free delivery does not include express delivery, which may be made available by Participating Brands (in their complete discretion) for an additional fee and does not include delivery outside of Australia.

7. OnePass Member Obligations

- a. You agree to use OnePass in accordance with these Bundle T&Cs.
- b. You must ensure the security and confidentiality of your OnePass Account details, including any username and/or password assigned to, or created by, you and not share those details with anyone else.
- c. You are wholly and solely responsible for all activities which occur through the use of your OnePass Member details with knowledge of your username and/or password (including any

transactions made through the Website or with Participating Brands, and any unauthorised use of credit cards or bank accounts). Without limiting this provision, if your negligence or breach of these Bundle T&Cs results in unauthorised access to your OnePass Account (or any account that you have with a Participating Brand) then you will be responsible for the transactions conducted through your OnePass Account or your account with a Participating Brand as a result of the unauthorised access.

- d. You must promptly notify us if you become aware of any unauthorised access to your OnePass Account or any unauthorised use of your OnePass Member details.
- e. Bundle Subscriptions are limited to a single user OnePass Account and are not transferable. You must not allow your OnePass Member details to be used by any other person.
- f. You must inform us if any of your personal details change (name or contact details).
- g. In accessing the Website or using your OnePass Account you must not engage in any inappropriate conduct, or conduct that is unlawful or is prohibited by any laws including:
 - 1. any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other legal rights of individuals;
 - 2. attempting to undermine the security or integrity of our systems or networks or, where the Websites are hosted by a third party, that third party's computing systems and networks;
 - 3. using, or misusing, the Website in any way which may impair:
 - a. the functionality of the Website, or other systems used to deliver OnePass;
 - b. the ability of any other OnePass Member to use the Website; or
 - c. the functionality or systems of Participating Brands used to deliver the benefits of OnePass;
 - 4. transmitting, or inputting into the Website, any files that may damage any other person's computing devices or software, any content that may be offensive, or material or data in violation of any law (including data or other material protected by copyright or trade secrets which you do not have the right to use);
 - 5. using any device or process to copy, adapt, disassemble, decompile, reverse engineer or in any way reproduce, modify or circumvent Website content, navigational structure, security or presentation of OnePass or any computer programs used to deliver OnePass or to operate the Website; and
 - 6. using screen scraping, data mining or similar tools or attempt to copy any of the Website content or data available via the Website.

8. Cancellation, Suspension or Termination of Bundle Subscription or OnePass Account

- a. Once purchased, your Bundle Subscription will continue until you cancel your Bundle Subscription, you choose not to renew your Bundle Subscription, or until the termination of your Bundle Subscription or OnePass Membership (and the accompanying OnePass Account) in accordance with these Bundle T&Cs.
- b. You can cancel your Bundle Subscription at any time by logging into your OnePass Account and following the online instructions on how to cancel the Bundle Subscription.
- c. Your cancellation will take effect at the end of your then-current Bundle Subscription Period.
- d. If you wish to switch to a OnePass subscription only or a Disney+ Subscription only (not as part of the Bundle), you must cancel the Bundle and subscribe to OnePass and/or Disney+ separately.

- e. If you cancel your Bundle Subscription and switch to a OnePass only subscription, the then current terms and conditions for OnePass at the time of subscription will apply, including the then current OnePass subscription fees.
- f. If you cancel your Bundle Subscription (or your Bundle Subscription expires or is terminated) and you were an existing Disney+ subscriber billed directly by Disney at the time of signing up to the Bundle, your earlier Disney+ subscription and payment will automatically resume and will be renewed in accordance with your previous Disney+ billing cycle, unless cancelled prior.
- g. Without limiting any other provision of these Bundle T&Cs, we may suspend, or terminate your OnePass Membership (including your Bundle Subscription) in whole or in part in the following circumstances:
 - 1. if we become aware, or reasonably believe, that you have provided false or inaccurate information in order to register for OnePass;
 - 2. if you have failed to pay fees for to us in relation to your OnePass Account (including the Bundle Subscription Fees and any fees for additional content, services or goods);
 - 3. if you notify us that your OnePass Account has been accessed without your authorisation;
 - 4. if you are in breach of the Bundle T&Cs and have not remedied such breach within a reasonable time notified by us;
 - 5. if your use of the Website breaches the Bundle T&Cs; or
 - 6. if you are abusive or offensive to our employees or contractors, or the Participating Brands' employees or contractors (whether in relation to your OnePass Membership, Bundle Subscription or otherwise).
- h. We shall use reasonable endeavours to notify you if we have terminated or suspended your OnePass Membership and your access to your OnePass Account for any of the reasons set out in this clause 8g.
- i. Expiration, cancellation or termination of your Bundle Subscription does not terminate your OnePass Membership. You will still remain a OnePass Member following expiration, cancellation or termination of your Bundle Subscription until you or we terminate your OnePass Account in accordance with these Bundle T&Cs.
- j. You may cancel your OnePass Membership at any time by emailing us at support@onepass.com.au or calling our Customer Service Centre [on ph: 1300 026 710] (or any other telephone number we notify you of from time to time). We will endeavour to process OnePass Membership cancellations within seven days of receiving notice of cancellation, and such cancellation will be effective from at the end of your then current Bundle Subscription Period.

Your Disney+ Subscription may also be suspended or terminated in accordance with the terms of the Disney+ Subscriber Agreement. The termination of either the OnePass or Disney+ Subscription part of the Bundle will result in a cancellation of the Bundle.

- k. **Fair use policy and breach:** Where you are in breach of these Bundle T&Cs including, for example, by sharing your OnePass Account with other people (regardless of whether they are OnePass Members or have a subscription to OnePass or Disney+ or not), we may cancel your OnePass Membership (and close your OnePass Account) and/or any Bundle Subscription you have purchased.
- l. If you breach the Disney+ Subscriber Agreement and Disney terminates your Disney+ subscription or if you breach these Bundle T&Cs and we terminate your OnePass

Membership, we will cancel your Bundle Subscription with effect from the end of your then-current Bundle Subscription Period.

- m. Where we validly cancel, suspend or terminate a OnePass Membership or Bundle Subscription for breach of these Bundle T&Cs or a breach of the Disney+ Subscriber Agreement (as applicable), fees (including the OnePass Subscription Fees) are not refundable.
- n. **End of Bundle:** We may at any time stop offering the Bundle and terminate your Bundle Subscription. We will notify you if that is the case by providing at least 30 days' notice. After that 30 day period is over, your Bundle Subscription will be cancelled at the end of your then-current Bundle Subscription Period. If we stop offering the Bundle, we will send you instructions on how you may continue to access each of OnePass and Disney+ separately.

9. Warranties and Liability

- a. If you use OnePass and/or the Bundle as a consumer, then under the Australian Consumer Law:
 - 1. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law;
 - 2. To the maximum extent permitted by law, our guarantees to you are limited to those available to you under the Australian Consumer Law, as is our liability to you;
 - 3. If we fail to comply with a guarantee and our failure not a major failure, then you may require us to remedy the failure within a reasonable time, which we will do by (at our discretion):
 - i. Where the failure relates to goods supplied by or for us:
 - 1. Replacing the goods or supplying equivalent goods;
 - 2. Repairing the goods;
 - 3. Paying the cost of replacing the goods or of acquiring equivalent goods; or
 - 4. Paying the cost of having the goods repaired.
 - ii. Where the breach failure to services provided by or for us:
 - 5. Resupplying the services;
 - 6. Having the services resupplied; or
 - 7. Paying the cost of having the services resupplied.
 - 4. If we fail to comply with a guarantee and our failure cannot be remedied or is a major failure, then you may have a right to reject the goods or terminate the contract (as applicable) or to, by Court action against us, recover compensation for any reduction in the value of the goods or services; and
 - 5. If we fail to comply with a guarantee you may also, by Court action against us, seek damages for any reasonably foreseeable loss or damage resulting from the failure.
- b. Without excluding, restricting or modifying the rights and remedies that you may be entitled to under the Australian Consumer Law consumer guarantees provisions (as referred to in clause 9a above), you acknowledge that:
 - 1. The OnePass program (including OnePass Memberships and Bundle Subscription) is provided "as is" and without any express warranties or implied warranties as to OnePass' suitability for any particular purpose;
 - 2. To the maximum extent permitted by law in no event shall we, or any of our officers, directors, employees, agents or representatives otherwise be liable to you or any third party for any direct, indirect, special, punitive or consequential damages or losses arising

- from or in connection with your Bundle Subscription or OnePass Membership, or any other costs, losses or damages or any kind related to these Bundle T&Cs; and
3. To the maximum extent permitted by law, our liability to you (whether in contract or due to our negligence) in relation to your OnePass Membership or Bundle Subscription is limited to the Bundle Subscription Fees paid by you for the current or latest Bundle Subscription Period.
- c. Our liability to you for loss or damage of any kind arising out of, or in connection with, your use of OnePass or these Bundle T&Cs is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.
 - d. For the sake of clarity, we are not responsible for:
 - a. the provision of Disney+ as part of the Bundle. Your use and access of Disney+ is governed by the Disney+ Subscriber Agreement directly between you and Disney; or
 - b. the goods or services purchased by you from Participating Brands even if you receive a benefit from those Participating Brands as a result of you being an OnePass Member or Bundle Subscriber.

10. Website

- a. **Access:** Without limiting any other provision of these Bundle T&Cs:
 1. while we use reasonable endeavours to make the Website available to you, we do not guarantee, represent or warrant that your access to the Website will be uninterrupted, reliable, timely, secure or error free;
 2. access to the Website may be suspended without notice in the case of telecommunications interruption or bottleneck, system failure, maintenance or repair or any reason beyond our control (including services provided by third parties becoming unavailable).
- b. **Links:** The Website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

11. General

- a. **Jurisdiction:** The Bundle T&Cs are governed by the law of Victoria and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria in relation to any dispute relating to OnePass and the Bundle T&Cs.
- b. **Amendment:** We may amend all or part of the Bundle T&Cs by publishing the amended Bundle T&Cs on the Website and notifying you in writing that a change has been made. We may change any of the benefits available to OnePass Members and/or subscribers at any time by notifying you in writing that a change has been made. Your subsequent or continued use of the Bundle after any such change to the benefits or Bundle T&Cs (as the case may be) will mean that you agree to the amended Bundle T&Cs and benefits. If you do not agree to an amendment, you may cancel your OnePass Membership and Subscription (subject to any rights you have under clause 6a) or close your OnePass Account.
- c. **Waiver:** The failure or delay on the part of any party in exercising any power or right conferred on it under these Bundle T&Cs will not operate as a waiver of the power or right, nor will any single exercise of any power or right preclude any other or future exercise of it, or the exercise of any other power or right under these Bundle T&Cs. Any waiver by a party will only be binding and effective if it is given in writing.

- d. **Severance:** If the whole or any part of a provision of the Bundle T&Cs is invalid, illegal or unenforceable, then such provision will be severed from the Bundle T&Cs and neither that part or provision or its severance will affect the validity or enforceability of the remaining parts or provisions of the Bundle T&Cs.

12. Privacy and personal information

Without limiting the content or application of our Privacy Policy (as updated from time to time), if you provide us with any personal information our Privacy Policy governs how we will handle, use or disclose that information. Please review and understand our Privacy Policy for further information.

13. Interpretation

- a. Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting these Bundle T&Cs, except where the context makes it clear that a rule is not intended to apply.
- b. A reference to:
 - 1. legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - 2. “includes” means includes without limitation;
 - 3. a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - 4. anything (including a right, obligation or concept) includes each part of it.
- c. A singular word includes the plural, and vice versa.
- d. A word which suggests one gender includes the other genders.
- e. If a word is defined, another part of speech has a corresponding meaning.
- f. Unless clearly indicated to the contrary, words defined in the *A New Tax System (Goods & Services Tax) Act 1999* (Cth) have the same meaning in these Bundle T&Cs.
- g. Charges for any goods or services supplied (or offered for supply) via us, including the Bundle Subscription Fee are (unless otherwise stated) inclusive of GST.