

New Vodafone Unlimited Cap

You get unlimited standard talk, TXT, PXT® and voicemail to any network in Australia at any time plus unlimited email for your BlackBerry smartphone** or 2GB of data for mobile internet to use in Australia. You'll also get to choose from our latest range of mobile phones for free.

So if you're a talker, a texter or Facebook addict, use your mobile for work or play, we've got the plan for you.

Unlimited Cap

Whether it's long rambling conversation, endless texts or Twittering the night away, the Vodafone Unlimited Cap can handle it. Take control of your spending and use your mobile the way you want.

Unlimited single Business Cap

Wherever you are, you can get your business working for you. Stay in constant communication with customers and suppliers, chase business leads online, text home to say you're picking up dinner. It's all covered in the Unlimited single Business Cap, so your mobile phone budget will never blow out.

What do you get with the New Unlimited Cap?

Cap	\$114 Unlimited Cap	\$114 Unlimited Cap for Apple® iPhone™ 3G	\$114 Unlimited Single Business Cap
Monthly spend*	\$114	\$114	\$114
Included value^	Unlimited Mins to make standard calls & Standard TXT in Australia	Unlimited Mins to make standard calls & Standard TXT in Australia	Unlimited Mins to make standard calls & Standard TXT in Australia
Included Data	2GB* data or Unlimited BlackBerry® (BIS)**	2GB*	2GB* data or Unlimited BlackBerry® (BIS)**
Contract Term	24 mths	24 mths	24 mths

*Excess usage charged at 12c per MB, billed per KB. A minimum session of 50KB will apply. **Fair Use Policy applies. YouTube and any other video streaming sites are excluded from the Unlimited BlackBerry email plan and charged at \$0.50 per MB

What services are outside the Cap?

Services NOT included	\$114 Unlimited single Business Cap	\$114 Unlimited Internet Cap	\$114 Unlimited iPhone Cap
International calls (including when National Roaming)	International call rates	International call rates	International call rates
International Video Calls	International	International	International

	video call rates	video call rates	video call rates
STK, IVR & Web Services Content Purchases	Prices range from \$3.30 to \$6.60 for ring tones, wallpapers, logos and games. TXT Alerts are charged at 50 cents for one-off requests and 25 cents for subscriptions.		
Live! Content Purchases	Vodafone live! content purchase rates		
Premium TXT	Rates dependant on service		
Premium Numbers	Rates dependant on service		
International roaming	International roaming rates		
Paperless billing	Default paperless billing applies. Vodafone no longer provides paper bills except in special circumstances. Please see 3 (f) in terms and conditions below or call Vodafone on 1555		
CALLscreen	5.5c for the first 10secs or 99c per message		
Chat (Vodafone live! subscription)^	Vodafone live! Chat rates		
1223 Directory Assistance	\$1.10 connection fee + standard call rate if you're thru-connected where the call type is an included 'free service' in the Unlimited Cap, the thru-connected calls will not be charged. EG calls to national mobiles and landlines, 13/15/18 numbers etc. (see Included services for more details)		
123 'Ask us anything'	65c per 30 secs (+\$1.30 call connection)		
Calls to national fixed and mobile numbers that offer to, or automatically, divert, interconnect or re-route your call to an international number outside Australia.	35c per 30 seconds plus 35c flagfall		

^These services are not available with the iPhone

Terms and Conditions

1 Terms and conditions for the Vodafone Unlimited Cap

(a) The Vodafone Unlimited Cap is available from 24 March 2009 to 30 June 2009 to credit approved customers who agree to a minimum commitment period of 24 months. The Vodafone Unlimited Internet and iPhone Caps are for personal use only and cannot be used for corporate or commercial purposes. The Vodafone Unlimited Single Business Cap is not available to medium to large business/corporate customers.

Minimum Monthly Spend	Minimum cost over 24 month period	Included monthly credit for use on selected services	Included monthly data allowance for Unlimited Internet and Single Business Caps	Included monthly data allowance for Unlimited iPhone Cap	Early Exit Fee
\$114	\$2,736	Unlimited	Unlimited BlackBerry® or 2GB	2GB	\$114 x remaining months left on contract

(b) Minimum Monthly Spend and minimum cost over contract term excludes handset payments and additional or excluded call, data or service costs.

(c) Minimum total cost over contract term is calculated by multiplying the Minimum Monthly Spend by the contract period.

(d) Early Exit Fee, which is payable if a customer does not remain connected to their selected contract plan for the contract period, is in addition to any handset payments and additional or excluded call, data or service costs.

(e) For the Vodafone Unlimited Internet and Single Business Caps only, credit awarded can only be used on standard calls, standard video calls to national mobile numbers, standard & international TXT, standard and international PXT® and video PXT®, voicemail, Customer Care calls, 13, 1300, 15 and 1800 numbers and Vodafone live! surfing.

(f) For the Vodafone Unlimited Internet and Single Business Caps only, calls and Services for which customers will be charged in addition to their Minimum Monthly Spend and which are not included in the credit awarded include: international calls; calls to national fixed and mobile numbers that offer to, or automatically, divert, interconnect or re-route your call to an international number outside Australia; international video calls; 1223 Directory Assistance; 123-Ask us anything; international and national roaming; Vodafone live! content and chat purchases; My Vodafone content purchases; premium TXT; numbers and services (eg. TXT voting, TXT competitions, 1900 numbers and competitions); CALLScreen and STK (SIM Toolkit); IVR & Web Services Content Purchases.

(g) For the Vodafone Unlimited iPhone Cap only, credit awarded can only be used on standard calls, standard & international TXT, voicemail, Customer Care calls, 13, 1300, 15 and 1800 numbers.

(h) For the Vodafone Unlimited iPhone Cap only, calls and Services for which customers will be charged in addition to their Minimum Monthly Spend and which are not included in the credit awarded include: international calls; calls to national fixed and mobile numbers that offer to, or automatically, divert, interconnect or re-route your call to an international number outside Australia; 1223 Directory Assistance; 123-Ask us anything; international and national roaming; premium TXT; numbers and services (eg. TXT voting, TXT competitions, 1900 numbers and competitions) and CALLScreen.

(i) Based on the device selected, customers will receive either Unlimited BlackBerry® email (BlackBerry® Internet Service (BIS) version) or 2GB of Data.

(j) The Unlimited BlackBerry® email is subject to Vodafone's Fair Use Policy. Unlimited BlackBerry® email provides access to Data Services which enables customers to send and receive emails. A session starts when a customer first connects to the Data Services and ends when a customer disconnects from the Data Services. The BlackBerry® browser icon or any specific application browser icon loaded on the customer's BlackBerry® at the time of purchase (excluding Compass and Pocket Life) must be used to access the internet to ensure data usage is taken out of the included data awarded with Unlimited BlackBerry® email. Accessing the internet through any other icon such as Vodafone live! will attract additional charges of \$0.50 per MB (with a minimum charge per session of 12KB). Included data awarded can be used to browse Vodafone live! (but not downloads) and access any webmail account supported by BIS (including Yahoo!, Hotmail, Gmail and Pop3/IMAP). Included data awarded does not include access to Compass; Pocket Life; Vodafone live!

downloads or downloads from any application not loaded by Vodafone or Research In Motion (RIM); Premium TXT and Chat; single downloads of 3MB or larger; or video streaming. Unlimited BlackBerry® email can only be activated on BlackBerry® Built-In handhelds as authorised by Vodafone and RIM. Unlimited BlackBerry® email applies to email data usage within Australia on Vodafone's GPRS network for the BlackBerry® Internet Service, applicable to retail consumers. In addition to the terms and conditions set out above in relation to use of Unlimited BlackBerry® email, RIM's standard terms and conditions associated with the use of BlackBerry® from Vodafone, the BlackBerry® Internet Service, the BlackBerry® Built-In handheld and other associated products will also apply to use of these products and services.

(k) 2GB of data is a monthly included allowance. A session starts when a customer first connects to the Data Services and ends when a customer disconnects from the Data Services. Included data awarded is subject to a 1 month expiry period and is for use within Australia on Vodafone's GPRS and 3G networks. Included data which is not used by the end of the monthly billing period or when a customer terminates their Vodafone Unlimited Cap with Vodafone is forfeited. Data usage is calculated per KB. Data usage over the included monthly data allowance is charged at \$0.12 per MB (with a minimum charge per session of 50KB). Included voice credit cannot be used for excess data usage charges. Data usage over the included monthly data allowance will need to be paid for separately, in addition to the Minimum Monthly Spend of the Vodafone Unlimited Cap.

(l) A customer may request to change from the Vodafone Unlimited Cap only once per monthly billing period by calling Vodafone Customer Care. If the customer does this, the customer must accept the terms of their new contract (including any applicable Early Exit Fee, plan change fee and/or handset early exit fee). Any credit, discounted call or TXT rates or other bonus options, as applicable, from the customer's Vodafone Unlimited Cap are forfeited. For changes including moving from the Vodafone Unlimited Cap to a lower value contract or another 12 or 24 month contract with a lower value, or to a Month to Month or Prepay plan, a plan change fee or Early Exit Fee may apply. Any such change must be requested at least 1 day prior to the customer's next billing period and will take effect from the start of the customer's next monthly billing period. Contact Vodafone Customer Care for more information.

2 Some terms for iPhone users

(a) High speed data services are only available in existing 3G coverage areas; in other areas a number of iPhone data services may not be available.

(b) The Vodafone Unlimited iPhone Cap can only be activated on Apple iPhone 3G, 8GB and 16GB devices as authorised by Vodafone and Apple Pty Limited.

(c) iPhone is configured to work only with the services provided by Vodafone. In addition to the terms and conditions that apply to the Vodafone Unlimited iPhone Cap, use of the iPhone constitutes acceptance of the Apple iPhone terms and conditions and other third party terms and conditions found in the iPhone box, or at <http://www.apple.com/legal/iphone/us/terms/sla.html>.

(d) The iPhone will not support downloadable content from third party Premium SMS content providers. Customers should check with the individual Premium SMS providers to ensure handset compatibility. In the

event that the iPhone is unable to support the Premium SMS content, customers using the iPhone with existing Premium SMS content subscriptions SHOULD CANCEL these subscriptions by sending 'STOP' to the relevant Premium SMS short code. If customers do not cancel these subscriptions, their account will continue to be charged the relevant subscription fees even though they will NOT be able to access the relevant content.

(e) The iPhone will not support downloadable content from Vodafone live!. Customers with existing Vodafone live! subscriptions SHOULD CANCEL their subscriptions with their existing device or alternatively contact Vodafone Customer Care on 1555. If customers do not cancel these subscriptions, their account will continue to be charged the relevant subscription fees even though they will NOT be able to access the relevant content.

(f) The iPhone will not support PXT®, MMS or video call services, that is the customer will not be able to send or receive PXT® or MMS or use video call services.

(g) Customers can only receive content through iTunes online store through their personal computer.

3 Other things postpay customers should know

(a) Unless otherwise specified, only 1 postpay Vodafone Cap permitted per Vodafone connection at any one time.

(b) Standard calls include calls to and from a customer's mobile phone to any other mobile phone connected to any public mobile telecommunications network in Australia and any fixed line phone connected to any public fixed line telecommunications network in Australia, excluding, without limitation, international calls, calls to special numbers and services, video calls and national and international roaming calls made when a customer roams on the public mobile telecommunications networks of other carriers in Australia and overseas.

(c) Standard TXT includes sending and receiving TXT to a customer's mobile phone from any other mobile phone connected to a public mobile telecommunications network in Australia and any mobile phone connected to selected mobile telecommunications networks overseas. Standard TXT excludes, without limitation, Premium TXT, Vodafone live! and SIM Toolkit services. The Standard TXT rate applies to Standard TXT sent up to 160 characters. If one message is more than 160 characters each additional character will form part of a new message up to a maximum of 154 characters per subsequent message, with each subsequent message attracting the applicable rate.

(d) Actual call charges may vary on statement as each call charge is rounded up to the nearest cent before GST is included. All prices are subject to change.

(e) Customers will be allocated to a bill cycle shortly after they connect to their chosen Vodafone Cap. The Minimum Monthly Spend is payable for each full monthly billing period in advance and is non-refundable unless the service is suspended for a significant period of time. Additional call usage charges are billed at the end of each monthly billing period. Once allocated to a bill cycle, customers may receive a first bill within 1 to 7 days to cover that period. As the first full billing period would not have commenced, the Minimum Monthly Spend will be calculated on a pro rata basis. Any unused credit awarded will be forfeited after this time. A customer's first bill will also contain the Minimum Monthly Spend for the next full monthly billing period and any charges for any

additional and/or excluded calls made and/or services used during that initial period. Once the full monthly billing period commences, the one month credit expiry period will apply.

(f) Paperless billing is the default bill delivery method for Vodafone customers. Vodafone will not provide paper bills except in special circumstances. Special circumstances include: (a) for disabled or disadvantaged customers for whom there will be no charge for a paper bill once Vodafone is notified and has ascertained (at Vodafone's sole discretion) the customer's circumstances; (b) for customers connected to Business call /data caps or plans for whom there will be no charge for a paper bill; and (c) any other circumstances as determined by Vodafone (at Vodafone's sole discretion) and for which a charge of \$2.20 per paper bill may be applied. If such a charge is applied the charge is not included in the awarded credit and will be charged in addition to the Minimum Monthly Spend.

(g) Customers on contracts may suspend the commitment period of their contract plan for between 1 to 3 consecutive calendar months once during their commitment period by calling Customer Care. Customers will be charged an amount for each month that their commitment period is suspended based on the contract plan they are connected to at the time – contact Customer Care for relevant charges. The period of the suspension will be added to a customer's overall commitment period.

(h) For customers on contracts any free or discounted mobile handset offers are only available from Vodafone's selected mobile handset range when a customer connects to a contract and cannot be redeemed for cash or as a credit against a customer's call or service costs with Vodafone. These mobile handset offers are not available if an existing customer switches between contracts during their commitment period.

(i) A compatible handset is required to use 3G services, GPRS, Vodafone live! services, PXT® and Video PXT®, Video Calling and other special services. Certain services, such as PXT® also require the person customer is calling to have a compatible handset. Note restrictions for iPhone referred to above.

(j) All Vodafone services are subject to local and overseas network limitations and availability and individual handset and device capabilities. 3G services are only available in 3G coverage areas with a 3G capable device. 3G available in selected metro areas of capital cities and some larger regional centres. 3G capable handsets required. Outside 3G broadband areas Vodafone Mobile Internet operates at slower access and download speeds on Vodafone's 2.5G network. For the latest information on Vodafone's network in Australia or overseas, visit vodafone.com.au/coverage.

(k) Handsets and devices purchased through Vodafone outlets in Australia may be locked to the Vodafone network. A fee may apply for unlocking selected handsets, visit vodafone.com.au/unlock or call 1555 for more details.

(l) Mobile Payment Plan is available to credit approved customers on contract. Terms and conditions apply, visit vodafone.com.au/sfoa for more details.

International roaming with Vodafone World™ and Vodafone Traveller

(m) Higher rates apply when international roaming. For rates which apply to international roaming on Vodafone World™ or Vodafone Traveller, go to vodafone.com.au/roaming. To activate international roaming, contact

Vodafone customer care at least 72 hours prior to departure. A security deposit may be required. Some Vodafone services may not be available while roaming in some countries. Customers must specifically opt-in to Vodafone Traveller; Vodafone World™ is the default roaming product for postpay customers. Vodafone World™ and Vodafone Traveller international roaming charges will be charged in addition to a customer's minimum monthly spend.

Vodafone Standard Form of Agreement

(n) Use of Vodafone services is also governed by the Vodafone Standard Form of Agreement which sets out in greater detail the terms and conditions which apply to the voice and data plans. For full terms and conditions of, and a full price list for accessing and using, Vodafone plans and services see the Vodafone Standard Form of Agreement at vodafone.com.au/sfoa.

(o) For customers on contracts, although the contract (and liability to pay an Early Termination Payment, such as a Handset Recovery Fee) commences with a customer's acceptance of the terms and conditions that apply to their selected Vodafone Cap or Plan, the commitment/contract period will not commence until a customer's service is activated.

(p) All prices and credit expiry periods are current as of March 2009 and are subject to change