Elevate Internet

\$0 UPFRONT MODEMUS GRATIS OFFER 2025

The Offer

- These Terms and Conditions apply to the Elevate Internet \$0 Upfront Modem Offer
 ("Modemus-Gratis!") which provides eligible Elevate Internet residential customers with one
 (1) Calix GigaSpire Blast smart modem for \$0 upfront, when they commit to stay connected
 for 24-months subject to these Terms and Conditions.
- 2. Shipping charges apply and are payable upfront by the customers.
- 3. This offer applies only to the first modem purchased and not to any other subsequent modems or hardware purchased outright.
- 4. This Offer is valid from 1 June 2025 until Elevate internet withdraws the offer at any time by not advertising it (Offer period). Elevate Internet my withdraw the offer at any time without notice.
- 5. By applying for this Offer, you agree to be bound by:
 - a. Elevate Internet's Standard Terms and Conditions, available at https://elevateinternet.com.au/legal, and
 - b. These specific Offer Terms and Conditions.
- 6. Elevate Internet reserves the right to modify these Terms and Conditions at any time. Elevate may accept or decline your application at its absolute discretion.

Eligibility

- 7. To qualify for this Offer, you must:
 - a. be a new or existing residential customer on an eligible plan
 - b. be at least 18 years of age and have a valid Australian residential address
 - c. select one (1) Calix GigaSpire Blast modem for \$0 upfront at sign-up
 - d. the Offer is available to new Elevate Internet customers purchasing a Fixed Wireless or home nbn® broadband services only.
 - e. The Offer is only available for services delivered via home nbn FW, FTTP, FTTC, HFC, or Elevate's Fixed Wireless infrastructure.
 - f. Available plans are listed below:

Elevate residential Fixed Wireless Plan	Home nbn plans
Everyday, 25/5 Mbps	The 25, 25/5 Mbps
Enhanced, 50/20 Mbps	The 50, 50/20Mbps
Evolve, 100/20 Mbps	The 100, 100/20Mbps
Extreme, 250/50 Mbps	The 250, 250/25Mbps
	The 1000, 1000/50Mbps

Elevate reserves the right to accept or reject applications at its sole discretion.

How the Offer Works

- 8. The Offer is available once per eligible customer and service address.
- 9. The modem is provided at \$0 upfront, conditional upon you remaining on an active eligible plan for 24 months.
- 10. If you cancel your service before the 24-month term is completed, a clawback fee of \$11.00 (incl. GST) per remaining month will apply, rounded up to the nearest full month.
- 11. If you remain connected for the full 24-months, you will pay \$0 for the modem.
- 12. Once the 24-month term is completed, the modem becomes the property of the Customer and is considered Customer Equipment. If the Customer purchases the modem from Elevate Internet outright, they are the owner of the modem.
- 13. If the customer cancels their services prior to the end of the 24-month term and does not pay the clawback fee, the Calix GigaSpire Blast modem will be locked and will be unable to be used with any other retailer. It can be unlocked at any time by paying the outstanding clawback fee.

General Conditions

- 14. Modems provided under this Offer cannot be exchanged or swapped for other hardware.
- 15. All offers are subject to availability. Elevate Internet reserves the right to change, suspend or withdraw any offer or product at any time.
- 16. Images and modem models are for illustrative purposes only. Specifications may vary.
- 17. The enhance the customer experience the modem collects anonymised data which is handled in accordance with our <u>Privacy Policy</u>..
- 18. These terms may be reasonably amended by Elevate Internet by notification to the customer at any time during the offer.
- 19. Any updates will not affect customers already under a valid "Modemus-Gratis" period.
- 20. The Offer is exclusively for eligible participants and is not transferable, not exchangeable and cannot be exchanged for its cash value.
- 21. Subject always to the Australian Consumer Law, and in the absence of negligence on the part of Elevate Internet, its employees, agents and/or contractors, the customer releases.
- 22. Participants indemnify Elevate Internet and its agents against all claims, losses, or damages (direct, indirect, consequential, or otherwise) arising from participation in this Offer.
- 23. No variation or amendment to the terms and conditions shall be of any effect unless expressly agreed, in writing, by a person authorised to sign on behalf of Elevate Internet.
- 24. By accepting this Offer, you confirm that you:
 - a. have read and understood the Terms and Conditions; and
 - b. are authorised to enter into this agreement