AGL Netflix Plan Terms and Conditions

(which apply in addition to your Market Contract Terms and Conditions)

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Please note that any information about the Netflix service specifications and Netflix privacy statement as set out in these Terms and Conditions are current as at 30 October 2025 (and will remain current pending any Netflix updates). While we will endeavor to keep these Terms and Conditions up-to-date in line with any changes Netflix makes, for the most up-to-date information about the Netflix service, please refer to the Netflix Help Centre.

***Key terms to be aware of**:*

Activation is essential
To access your Netflix benefit under your Plan, it is essential for you to activate the Netflix benefit as soon as you receive the activation instructions by email.

Whether you're new to Netflix or an existing Netflix customer, **activation is essential**.

If you have selected the Standard or Premium tier, the additional cost for the applicable upgrade will apply regardless of whether you complete activation.

If you already have an existing Netflix account, and you activate the Netflix benefit included in your Plan using the **same email address**, this will automatically link your existing Netflix profile to your AGL Netflix Plan. **Activation is important**: **you will continue to be billed by Netflix for your existing Netflix subscription until you link your Netflix account to your AGL Netflix Plan by following the activation instructions**. After activation, Netflix will pause billing you directly. However, this will not cancel your existing Netflix account.

See further clauses 27-29 below.

General

1. Your electricity service included in the AGL Netflix Plan (**Plan**) is provided by AGL under your Market Contract Terms and Conditions (**Market Contract**). These AGL Netflix Plan Terms and Conditions (**Terms and Conditions**) apply in addition to your Market Contract. By signing up to the Plan, you agree to be bound by these Terms and Conditions.

2. Terms defined in the Market Contract have the same meaning when used in these Terms and Conditions unless otherwise stated. To the extent of any inconsistency, these Terms and Conditions will prevail over your Market Contract.

3. Your access to the Netflix service included in the Plan is provided to you by Netflix Australia Pty Ltd (**Netflix**) under Netflix's Terms of Use, as updated from time to time. For any technical issues regarding the Netflix Service, please contact Netflix directly.

4. If and to the extent Netflix's Terms of Use relating to billing, payments and cancellations conflict with the terms of your Market Contract with AGL, your Market Contract will prevail with the exception of the terms regarding updates to payment methods (currently Section 3.3 of Netflix's Terms of Use).

5. We may vary these Terms and Conditions from time-to-time to reflect any updates Netflix makes to its products.

6. If you choose to add a Carbon Neutral option to this Plan, this will only apply to offset the emissions associated with the electricity supplied by AGL and used in your home, but does not offset any emissions associated with the service provided by Netflix.

Overview

7. *Sign-up*. By signing-up to this Plan, you consent to both AGL and Netflix contacting you from time-to-time in relation to your service, and collecting and using your personal information in the manner set out in the 'Privacy" section below. In addition:
   (a) **for existing Netflix customers**: you have the option to link your existing Netflix account to your AGL Netflix Plan. Signing-up to this Plan will not cancel your existing Netflix account, but will pause Netflix billing you directly for the time you are on the AGL Netflix Plan, or
   (b) **for new Netflix customers**: you will need to create a Netflix account at the time of activation of your Netflix service included in your AGL Netflix Plan.

8. *End of your Plan*. If your Plan is terminated by you or us, or ends for any reason:

   (a) **for existing Netflix customers**: Netflix may reactivate your Netflix subscription and bill you directly for Netflix. Where you don't have a valid payment method on file, Netflix will contact you to update your method of payment, or

   (b) **for new to Netflix customers**: you will no longer have access to the Netflix service once AGL stops supplying electricity to you under this Plan. Netflix may contact you directly (generally via email) to confirm whether you'd like to subscribe directly to Netflix.

Eligibility

9. To be eligible for this Plan, you must be at least 18 years old, a residential customer with an applicable network tariff and must provide and maintain an email address. Important customer service communications will be sent to your email address, for example, activation emails and change of tier emails.

10. This Plan is available to both existing Netflix customers and new Netflix customers, and both existing AGL and new AGL customers.

11. This Plan is only available in Victoria, New South Wales, South Australia and South-East Queensland in areas where AGL supplies electricity. You can confirm whether this Plan is available to you by inputting your Supply Address at agl.com.au/netflix.

12. You may sign up for a maximum of one Plan per Supply Address.

13. This Plan is not available when connecting a home to the electricity network for the first time (referred to as a New Connection). An example of a New Connection is when a new suburb is built, and the builder wants to connect the new house to electricity.

Timing and Duration

14. Your access to the Netflix service under the Plan will:

    (a) only commence once AGL starts supplying electricity at your Supply Address under the Plan (which for new customers, will generally take at least 10 Business Days) and once you activate your access to Netflix provided with your Plan, and

    (b) last for the length of your Plan. If your Plan ends for any reason, including termination by you or AGL, or you switching to another AGL Energy Plan, then your access to the Netflix service under the Plan will also end once AGL stops supplying electricity to you under the Plan.

Fraud or unlawful conduct

15. If AGL forms the view, acting reasonably, that you have engaged in fraudulent, malicious, illegal or unlawful conduct in connection with your Plan (including in signing-up to this Plan or in the use of your Netflix benefit), we may:

    (a) if you are on an upgraded Netflix tier – downgrade you with immediate effect to the Standard with ads tier included in your Plan, and limit your ability to upgrade tiers, while we investigate any suspicious activity,

(b) end your Market Contract with immediate effect,

(c) close your AGL account(s), and/or

(d) cancel any service request made by you in connection with your Market Contract or this Plan.

16. If AGL takes an action under clauses 15(b), (c) and/or (d) of these Terms and Conditions, you will not be eligible to access your Netflix benefit. Where appropriate, AGL may provide you with reasonable notice in advance of taking any steps under clause 15. However, in some instances, it may be reasonably necessary for AGL to take urgent action to protect its legitimate business interests and we reserve the right to take these actions without notice to you.

AGL Netflix Plan tier inclusion and optional tiers

17. The table below sets out what is included in the Netflix benefit under your Plan, and the optional Netflix tier upgrades that you may choose as an Ancillary Product to your Plan.

	Standard with ads (included)	**Standard (Optional upgrade)**	**Premium (Optional upgrade)**
Video quality/Resolution	Full HD (1080p)	Full HD (1080p)	Ultra HD (4K) and HDR (High dynamic range)
Downloads	Yes – on 2 devices	Yes – on 2 devices	Yes – on 6 devices
Ads	Yes	No	No
No. of Devices you can use at once	2	2	4
Content	Access to all Netflix content available except a limited number of movies and TV shows	Access to all Netflix content available	Access to all Netflix content available
Additional daily cost of Netflix with AGL (incl. GST)[1]	Included in your Plan	+36.30 cents/day (approx +$11 per month)	+62.70 cents/day (approx +$19 per month)

Note: The features of each tier as set out in this table above are current as at 30 October 2025 (and will remain current pending any Netflix updates). The optional Netflix tier technical specifications may change from time-to-time; while we will endeavour to keep this table updated, for the most up-to-date information about Netflix specifications, please refer to the Netflix Help Centre.

18. Full HD (1080p), Ultra HD (4K) and HDR availability is subject to your internet service and your device capabilities. Not all content is available in all resolutions. Please refer to Netflix's Terms of Use.

Included tier: Standard with ads

19. Access to the Netflix Standard with ads tier is included as a benefit of your electricity Plan. You are responsible for your internet service provider charges to access the Netflix service. Note that some movies and TV shows are not available on the Standard with ads tier and certain devices are not compatible with the Standard with ads tier. You may choose to upgrade your Netflix tier (see below on Optional Netflix tiers (Ancillary Product)). Standard with ads includes an average of about 4 minutes of ads per hour (this may vary based on the title you are watching). Please refer to the Netflix Help Centre for more information on what is included as part of Standard with ads.

[1] In NSW, SA and Qld, your electricity bill will show the GST exclusive cost and GST will be added to the totals and appear as a separate line item.

20. If you are on, or switch to the Standard with ads tier, you will be required by Netflix to provide additional personal information directly to Netflix. Netflix may use this information for personalisation of ads and other purposes consistent with the Netflix Privacy Statement available at netflix.com/privacy. Refer also to the 'Privacy' section below for further detail on how AGL and Netflix will handle your personal information.

Ancillary Product: Optional Netflix tiers

21. You may choose to change your Netflix tier at any time. You can do so by selecting a higher tier when you first sign-up to your Plan. You can also change Netflix tiers: (1) in your Netflix account on the change plan page, (2) by visiting AGL's My Account and clicking on the relevant link, (3) in the AGL app, or (4) by calling AGL's call centre. Any changes to your Netflix tier will generally be processed and made available on the same day.

22. If you upgrade to a higher Netflix tier, an additional (non-energy) cost will apply. The cost of a higher tier is displayed in the Table in clause 17 above and is the difference between the Netflix RRP of the higher tier and the Netflix RRP of the Standard with ads tier included in your Plan, calculated on a daily pro-rata basis. This additional charge will appear as a separate item on your electricity bill as an Ancillary Product. This charge is not included in any reference prices displayed in relation to the Plan, and does not form part of your Energy Plan or applicable Rates.

23. The charge for an upgraded Netflix tier is calculated by multiplying the 'daily cost' of that tier by the 'number of days' in the relevant billing period you are on the upgraded Netflix tier. The daily cost for each tier is set out in the table in clause 17. If you change between Netflix tiers during a billing period, the respective charge for each tier will be applied pro-rata for the number of days you had access to the upgraded Netflix tier.

24. Netflix may change the cost of the optional Netflix tiers from time-to-time. AGL will update the prices of the optional Netflix tiers by providing you with 5 Business Days' prior notice by email.

25. Netflix may change the features or availability of the optional Netflix tiers from time-to-time.

    (a) If such a change is notified to AGL by Netflix in advance and is:

        (i) significant or likely to have a detrimental impact on you – AGL will provide you with at least 5 Business Days' prior notice by email, or

        (ii) minor or likely to have a neutral impact on you – while AGL will endeavour to provide you with notice, the change may be implemented by Netflix immediately without notice to you.

    (b) If an optional Netflix tier upgrade that you have selected is no longer supplied by Netflix, AGL reserves the right to move you to the Standard with ads tier included in your Plan, and you are free to upgrade to another available Netflix tier at any time.

26. If you have chosen to upgrade to a higher Netflix tier, and you fail to make 2 (two) full consecutive payments of your AGL Netflix Plan bill, AGL may:

    (a) revert you to the Standard with ads Netflix tier that is included in your Plan, and

    (b) limit your ability to upgrade Netflix tiers until you have made full payment.

    Before taking these steps, AGL will provide you with reasonable notice and an opportunity to rectify your overdue payments.

Activation of your AGL Netflix service

27. Promptly following commencement of your electricity supply with AGL under the Plan, you will receive instructions on how to activate your AGL Netflix service via email.

28. To access your Netflix benefit under your Plan, it is essential for you to activate the Netflix benefit as soon as you receive the activation instructions by email.

(a) If you do not activate your Netflix benefit in response to the initial activation instruction email, you will receive further activation reminders by email and/or SMS from both AGL and Netflix. As these are service communications, you will not be able to opt-out of receiving these reminders.
(b) If you have selected the Netflix Standard or Premium tier, the additional cost for the applicable upgrade will apply regardless of whether you complete activation.
(c) Whether you're new to Netflix or an existing Netflix customer, **activation is essential**.
(d) Activation can only be performed in Australia.

29. If you already have an existing Netflix account, and you activate the Netflix benefit included in your Plan using the same email address, this will automatically link your existing Netflix profile to your AGL Netflix Plan. **Activation is important**: **you will continue to be billed by Netflix for your existing Netflix subscription until you link your Netflix account to your AGL Netflix Plan by following the activation instructions**. After activation, Netflix will pause billing you directly. However, this will not cancel your existing Netflix account.

Billing and payments

30. **Important**: For existing Netflix customers billed directly by Netflix:

(a) AGL and Netflix have different billing cycles – Netflix bills monthly in advance and AGL bills in arrears. This could result in an overlap in payment in the following scenarios:

(i) during the first month when you are transitioning from Netflix direct to Netflix as part of your AGL Netflix Plan, or

(ii) if there is a gap in your electricity service with AGL due to a house move.

In these scenarios, once you activate your Netflix benefit under the Plan and link your existing Netflix account, Netflix will process an auto-credit to your Netflix account for any part of your monthly Netflix subscription that you paid directly to Netflix, and which you didn't use because you signed-up to the AGL Netflix Plan. While you cannot apply this Netflix auto-credit to your AGL Netflix Plan, you can use it for any services purchased directly from Netflix (e.g. if you leave the AGL Netflix Plan). For refund queries regarding your Netflix billing, please contact Netflix directly.

(b) If you link an existing Netflix account to your Plan, terminating your Plan will not automatically cancel your Netflix membership. Netflix may automatically resume charging the payment method associated with your Netflix account at any point when you end your AGL Netflix Plan. For example, this could occur if there's a gap in your electricity service with AGL during a house move (potentially resulting in an overlap in payments as outlined in clause 30(a)(ii) above), or if you choose to leave the AGL Netflix Plan at any point. If you wish to review the details of your Netflix membership and billing details, please visit www.netflix.com/account or contact Netflix customer service.

(c) If you have chosen to activate your access to the Netflix service through the Plan with a different email address to the one you use on your existing Netflix account, you will continue to be billed separately by Netflix for that Netflix account and will need to manually cancel your account, by going to www.netflix.com/account and click 'cancel membership'. This will avoid additional charges from Netflix.

(d) If you currently acquire access to your Netflix service through a third party, e.g. Apple Pay, you will need to contact them directly to cancel your billing with these providers. Netflix is unable to address those queries or any overlaps in payment.

Privacy

31. AGL will handle your personal information in accordance with AGL's privacy policy: agl.com.au/privacy-policy (**AGL Privacy Policy**) and these Terms and Conditions.

32. By signing up to this Plan, you consent to:

(a) AGL handling your personal information in accordance with the AGL Privacy Policy, and
(b) AGL sharing your personal information with Netflix, including the collection of that information by Netflix in accordance with clause 34, for the purpose of enabling Netflix to provide you with your access to the Netflix service, including sending activation reminders. AGL will share your email address registered to your AGL account and your unique AGL/Netflix account number with Netflix. AGL may also share other types of personal information with Netflix on a strictly need-to-know basis, to enable Netflix to provide you with access to your Netflix service and ensure the optimal functioning and use of that service, including for AGL and Netflix to manage any fraud associated with the Plan.

33. If your Plan ends for any reason, AGL will inform Netflix that you are no longer on the Plan, and:

(a) if you are an existing Netflix customer, you acknowledge that Netflix may reactivate your Netflix subscription and charge you directly for Netflix, or where you don't have a valid payment method on file, Netflix will contact you to update your method of payment. To change your Netflix billing arrangements, please contact Netflix directly or visit www.netflix.com/account, or

(b) if you are not an existing Netflix customer, you consent to Netflix contacting you (generally via email) to confirm if you would like to subscribe directly with Netflix.

34. You:

(a) acknowledge that AGL is not responsible for how Netflix handles your personal information once it has been disclosed by AGL to Netflix to establish your Netflix service,

(b) acknowledge that the collection, use and disclosure of your personal information by Netflix is governed by Netflix's privacy statement: netflix.com/privacy (**Netflix Privacy Statement**), and

(c) pursuant to clause 32, consent to Netflix collecting, using, disclosing, and otherwise dealing with your personal information in accordance with the Netflix Privacy Statement.

35. You acknowledge that:

(a) Netflix collects your personal information in connection with this Agreement to enable it to provide you with your access to the Netflix service and for related activities. If you do not want Netflix to collect your personal information, Netflix will not be able to provide you with access to the Netflix service as part of your Plan,

(b) Netflix may separately send you communications, including marketing materials. Please contact Netflix directly to update your marketing preferences with them,

(c) in the course of Netflix providing you the Netflix service, it may disclose your personal information to third parties in accordance with the Netflix Privacy Statement, including other Netflix family companies, its service providers, advertisers / ad measurement companies, promotion partners, and to other third parties as permitted by law,

(d) your personal information may be transferred by Netflix outside of Australia in accordance with the Netflix Privacy Statement. Personal information transferred (such as name and contact information) may be saved electronically on servers located (for example) in the United States, Singapore and/or Ireland operated by Netflix's service providers for record keeping purposes and other purposes as set out in the Netflix Privacy Statement,

(e) as noted above under clause 20, if you are on, or switch to the Standard with ads tier, you may be required by Netflix to provide additional personal information directly to Netflix. Netflix may use this personal information for personalisation of ads and other purposes consistent with the Netflix Privacy Statement,

(f) if you have any questions or queries regarding Netflix's privacy practices, you should contact Netflix's data protection officer / privacy office at privacy@netflix.com, and

(g) the information above may change from time-to-time – for the most up-to-date information about Netflix's handling of your personal information, please refer to the Netflix Privacy Statement.