

GENERAL CONDITIONS OF SUBSCRIPTION

Effective from 01 June 2011

The following General Conditions of Subscription and the Subscription Form provided to the Subscriber and attached to these General Conditions of Subscription, form part of the Subscription Agreement (together the « Agreement »).

SECTION I - DEFINITIONS

Some words in these General Conditions of Subscription have a special meaning and are explained below.

Subscriber: means all natural persons aged over 18 years of age who have entered into a Subscription Agreement in digital mode by satellite with LBF AUSTRALIA, (the « Subscription »).

Subscription: means the subscription to LBF AUSTRALIA to receive the subscription television service and any other Extra Channels and Services in digital mode by satellite offered by LBF AUSTRALIA, including any television services and Extra Channels and Services as set out in the advertising documents at the time of the Subscription, in respect of each Subscriber as specified in the Subscriber's Subscription Form.

Extra Channels and Services: mean the PVR Option, Second Screen Option, PVR/Second Screen/HD Option as well as the Channels Options the Subscriber can elect to subscribe.

Date of Subscription: means the date LBF AUSTRALIA provided first the service to the Subscriber as contemplated in its Agreement.

Equipment: means the equipment provided to the Subscriber and which is required to receive the service and includes the terminal and accessories as contemplated in the Agreement and/or other subscribed Extra Services. This includes whichever of the following LBF AUSTRALIA supplied to the Subscriber:

- Terminal and accessories (digital smart card or modular card, scart/RCA cable and/or HDMI cable, power cable and/or power supply, remote control),
- either external hard drive (PVR),
- either the Second Screen Option Equipment,
- either a digital smart card only, in the event the Subscriber obtained by its own means a compatible digital terminal enabling the Subscriber to receive LBF AUSTRALIA's service by digital mode by satellite.

Force Majeure Event: means, without limitation, any natural catastrophe, earthquake, flood, cyclone, storm, tempest, cataclysm, volcanic eruption, climate disturbance, riot, vandalism, terrorism, civil disobedience, war, strike or any other type of labour dispute and/or accidental reason such as fire, water damage, explosion, damage or breakdown in transmission of a technical system belonging to a third party, action by a government or by any other competent authority, telecommunications or utility failure directly affecting LBF AUSTRALIA or its Related Bodies.

Ongoing Month: means the number of days between the Date of Subscription and the last day of the month of the Subscription.

Channels Options: mean the channels or programs which the Subscriber chooses to include, for an additional cost, in his or her subscription package and which are set out in the advertising documents at the time of the Subscription.

Radio and theme channels: mean the radio and theme channels broadcast via the INTELSAT 701 satellite system or by any other system that may be used by LBF Australia from time to time, as contemplated by the Agreement.

Second Screen Option Equipment: mean the equipment which is required for the Subscriber to receive the service second screen option and which are: another terminal and accessories and a modular second screen.

Interactive services: mean the interactive services broadcast via the INTELSAT 701 satellite system or by any other system that may be used by LBF AUSTRALIA from time to time, as contemplated by the Agreement.

Third Party Payer: means a natural person or legal entity which agrees to pay in accordance with the General Conditions of the Agreement, for the delivery of the Subscription service provided to the Subscriber by LBF AUSTRALIA.

SECTION II - SUBSCRIPTION

ARTICLE 1 - SUBSCRIPTION

1.1 LBF AUSTRALIA offers to persons having their residential address in Australia a subscription television service digitally broadcast via satellite for a monthly fee and for the Subscriber's personal use, comprising the goods and services set out in the Subscription Form, which forms part of this Agreement.

1.2 The Subscriber can subscribe for one or several Extra Channels and Services referred to in Section III below for an additional cost.

1.3 LBF AUSTRALIA or any other person accredited by LBF AUSTRALIA reserves the right to require the Subscriber to warrant to LBF AUSTRALIA that he or she is over 18 years of age by providing LBF AUSTRALIA with an identity card prior to providing the Subscriber with its terminal.

ARTICLE 2 – START AND TERM OF THE SUBSCRIPTION

2.1 The Agreement starts at the date on which LBF AUSTRALIA received all the information provided by the Subscriber in the scope of its Subscription.

The term of the Subscription is for a minimum term of 6 months commencing from the first day of the month following the Date of Subscription referred to in Section I of this Agreement, to which the Ongoing Month is to be added.

2.2 The Subscription is automatically renewed each year for an additional 6 or 12 or 24 months term, depending on the initial term chosen by the Subscriber in the Subscription Form unless in the event of the termination of the Agreement in accordance with the terms of articles 3 and 7.

2.3 The Subscriber acknowledges that it has been informed beforehand of the prices and services to which he or she agrees to subscribe. In the event of the Subscriber not returning the signed Agreement to LBF AUSTRALIA, receipt of the payment of the first term shall be deemed as the Subscriber's agreement to the delivery of the programs provided by LBF AUSTRALIA and the Subscriber will consequently be deemed as having acknowledged and agreed to the said Agreement which has been provided to him.

2.4 Any Subscriber whose Subscription has terminated either through non-renewal or through termination of the Subscriber's breach of these General Conditions of Subscription in accordance with the terms of articles 3 and 7, will not be eligible for any « Special Offer » in the 6 (six) months following the effective date of such termination.

ARTICLE 3 - PROGRAMMING

3.1 To the extent permitted by law, LBF AUSTRALIA, as a broadcaster, will not be held liable for any loss, cost, expense, claim, injury or damage (including without limitation, any related fees and expenses) arising from the change of the content, temporary or final interruption for whatsoever reason of the operation of the INTELSAT 701 satellite or of any other system that may be used by LBF AUSTRALIA from time to time, technical problems of reception and/or the removal of the channels or interactive services, and/or the loss of the exclusivity, and/or the loss of the channels and interactive services.

3.2 The plan of service of accessible channels via the Equipment is determined by LBF AUSTRALIA, for the purpose of optimizing the comfort and navigation of the Subscriber between channels.

3.3 In the event of the loss of the channels or Interactive services as part of the Subscription or the Extra Channels and Services, LBF AUSTRALIA will have 30 (thirty) days from the time the customer notifies LBF AUSTRALIA of the loss to reactivate the channels or Interactive services. After the 30 (thirty) day period has expired, the Subscriber has the right to terminate the Agreement during the term, by written notice to LBF AUSTRALIA. In order to exercise the right to terminate the Agreement during the term, the customer will have to notify LBF AUSTRALIA within 90 (ninety) days starting from the loss of the channels or Interactive services. The termination of the Agreement will be effective from the end of the month following the month in which the notice of the customer's decision to terminate the Agreement was received by LBF Australia.

3.4 In the event of temporary or final interruption for whatsoever reason of the operation of the INTELSAT 701 satellite, or of any other system that may be used by LBF AUSTRALIA from time to time, during periods of eclipse or of lunar or solar conjunction, LBF AUSTRALIA will have 30 (thirty) days from receipt of written notice from the customer of the interruption, to reactivate the channels or Interactive services. After the 30 (thirty) day period has expired, the Subscriber has the right to terminate the Agreement during the term, by written notice to LBF AUSTRALIA. The termination of the Agreement will be effective starting from the end of the month following the month in which the notice was received.

3.5 In the event the Subscriber experiences a material and persistent reception problem due to interference from a local transmitter or retransmitter, which has been duly authorised by the Australian Communication and Media Authority, and such interference is verified by a technical specialist appointed by LBF AUSTRALIA, the Subscriber has the right to terminate the Agreement during the term of the Agreement. The termination of the Agreement will be effective starting from the end of the month in which the notice was received.

ARTICLE 4 – SUBSCRIPTION FEES

The Subscription could be either paid by the Subscriber, or by a Third Party Payer. A Third Party Payer must not in any event pay for more than 3 (three) Agreements at once, unless otherwise expressly stated by LBF AUSTRALIA. The Subscriber or the Third Party Payer is the only person held liable for the payment of all amounts invoiced in accordance with this Agreement. The Subscriber and the Third Party Payer are jointly held liable for all obligations under this Agreement. The Third Party Payer is considered as having acted on its behalf as well as on the Subscriber's behalf.

4.1 The Subscription will incur the payment of the following:

- (i) the monthly and lump sum fee of the Subscription chosen by the Subscriber,
- (ii) a guarantee or security deposit provided by the Subscriber for the Equipment supplied by LBF AUSTRALIA. LBF AUSTRALIA will return such guarantee or security deposit to the Subscriber within 30 days after the return of the Equipment to LBF AUSTRALIA or any authorised representative, which is certified by LBF AUSTRALIA to be in proper working condition. LBF AUSTRALIA, at the end of the term of the Agreement for whatsoever reason is expressly authorised by the Subscriber to set-off all amounts which the Subscriber is still in debt with LBF AUSTRALIA against the guarantee or security deposit provided by the Subscriber or any third party.

4.2 All costs borne by LBF AUSTRALIA in the event of a failure of payment by direct debit and/or credit card or by cheque of the subscription fee and/or any other amount due by the Subscriber will have to be reimbursed as soon as possible to LBF AUSTRALIA by the Subscriber.

4.3 The Subscription fees referred to in the above mentioned articles and the payment options are the ones set out in the Subscription Form at the time of the Subscription, and then at the date of renewal of the Subscription.

Fee increases, applicable to the renewal of the Subscription, will be notified to the Subscriber in writing, on an individual basis, at least 60 (sixty) days prior to the termination or renewal date of the Agreement. The Subscriber will then have the right to terminate its Agreement in accordance with the terms of article 7.1. Notwithstanding the previous paragraph, all fees and amounts above mentioned that are charged to the Subscriber will be automatically increased by the amount of all duties or taxes payable in Australia when coming into force, so that the amount of the fees charged (excluding GST and other taxes) by LBF AUSTRALIA remains the same.

4.4 In this Article 4.4, words and expressions which are not defined in this Agreement but which have a defined meaning in GST Law have the same meaning as in GST Law. "GST Law" has the meaning given to that expression in the New Tax System (Goods and NPD Services Tax) Act 1999 (Cth). Unless otherwise expressly stated, all fees, charges or other sums payable or consideration to be provided under this Agreement are inclusive of GST.

ARTICLE 5 - EQUIPMENT REQUIRED FOR RECEIVING THE PROGRAMS

5.1 To receive the programs broadcast by LBF AUSTRALIA, LBF AUSTRALIA supplies to the Subscriber the Equipment, as referred to in Section I of this Agreement, as a loan only. These loans are considered exclusively as an accessory to the Agreement.

5.2 The Equipment is directly supplied by LBF AUSTRALIA or by its authorised representative.

5.3 In addition to the above, to enable the Subscriber to receive the programs broadcast by LBF AUSTRALIA, the Subscriber must also have an individual satellite dish bought from a third party, correctly installed at its premises, enabling reception of the programs broadcast by LBF AUSTRALIA via the satellite INTELSAT 701 or any other system that may be used by LBF AUSTRALIA from time to time.

5.4 The Subscription can be accessible with the equipment obtained by the Subscriber from a third party, subject to the compliance of the terminal with the technical specifications of LBF AUSTRALIA and of its supplier of access control to enable good reception of the Subscription.

5.5 If the Subscriber changes its address, LBF AUSTRALIA cannot guarantee that it will be able to provide, on a technical aspect, the reception of its programs at the new address of the Subscriber. In the event that the Subscriber has to have installed a new individual satellite dish, all the costs related to this installation and the Equipment will be borne by the Subscriber.

ARTICLE 6 – USE AND MAINTENANCE OF EQUIPMENT

6.1 All Equipment supplied by LBF AUSTRALIA or by its authorised representative remains the sole property of LBF AUSTRALIA or its related bodies corporate and must not be transferred or supplied by the Subscriber to any third party under any circumstances and must not under any circumstances be used, directly or indirectly, with a view to enable a non-subscriber to receive the programs of LBF AUSTRALIA. The Agreement does not release the Subscriber from its liability arising from its obligation of maintenance of the Equipment.

6.2 The Subscriber must only use the Equipment exclusively for the Subscriber's personal use and in relation to a single television receiver (except for the Subscription to second screen option in accordance with the terms of Section III). The Equipment may not be used for any public broadcast or for any organisation or third party for the reception of the programs broadcast by LBF AUSTRALIA.

The Equipment may not be used for any free or pay broadcast, representation and public broadcasts as well as for any organisation of the reception by a third party of all or part of the programs offered by LBF AUSTRALIA.

6.3 In the event of malfunction of the Equipment supplied to the Subscriber by LBF AUSTRALIA, the Subscriber must return as soon as possible the Equipment to LBF AUSTRALIA for testing, repairing and/or replacement, at LBF AUSTRALIA's cost. To avoid any malfunction, the Subscriber authorises LBF AUSTRALIA at its discretion to upgrade on a regular basis the Equipment, which may eventually cause a temporary broadcast interruption of the programs.

6.4 The Subscriber shall refrain under any circumstances from:

- attempting to open, do a technical intervention, change or modify the Equipment for whatsoever reason,
- damaging or removing the label located on the back of the Equipment which indicates the series number of the product.

6.5 In the event that the Equipment is wholly or partly lost, damaged or destroyed, the Subscriber must inform LBF AUSTRALIA within 48 hours and provide adequate justification of such loss, damage or destruction (for instance by providing an official statement of theft or claim or by returning the damaged Equipment to the authorised representative of LBF AUSTRALIA). The Subscriber must compensate LBF AUSTRALIA without limitation for the cost of any whole or partial repairing or replacement of the Equipment borne by LBF AUSTRALIA, subject to any lack of fault from the Subscriber.

6.6 LBF AUSTRALIA will not be liable for any loss, damage, destruction, breakdown or malfunction and most generally, any damage or event which may affect the Equipment not provided by LBF AUSTRALIA or its authorised representative.

ARTICLE 7 - TERMINATION OF SUBSCRIPTION

7.1 Subject to articles 3 and 4.3, the Subscriber may terminate its Agreement at the end of the term, by, at the latest, written notice to LBF AUSTRALIA provided 30 (thirty) days prior to the end of the term. If the Subscriber does not elect to do so, then subject to article 2.2 the Subscription is automatically renewed each year for an additional 6 or 12 or 24 months term, depending on the initial term chosen by the Subscriber in the Subscription Form.

7.2 LBF AUSTRALIA, without being liable for damages or compensation or subject to any form of legal action, may deem the Subscription terminated as of right 14 (fourteen) days from the notification to the Subscriber in writing, in the following event should the Subscriber:

- not pay its debts due to LBF AUSTRALIA,
- do an unauthorised whole or partial technical intervention on the Equipment,
- transfer wholly or partly the Equipment to a third party under any circumstances,
- do any acts or things which may enable the reception of all or part of the programs broadcast by LBF AUSTRALIA to be received by non-subscribers,
- and most generally, abnormally use the Equipment.

7.3 Upon receipt of the notification of termination, for whatsoever reason, LBF AUSTRALIA will deactivate or organise the deactivation of the Subscription. The Equipment will be returned to the authorised representative accredited by LBF AUSTRALIA or to LBF AUSTRALIA in accordance with the terms of article 8 below.

7.4 Subject to any termination of the Subscription during the term of the Subscription the Subscriber must continue to pay all amounts due and payable under this Agreement until the end of the Subscription, including the Subscription fee until the date of return of all the Equipment, costs related to the repairing or replacement of all or part of the Equipment, debt collection charges, costs related to the removal of the Equipment, overdrawn fees and most generally, all amounts due and payable to LBF AUSTRALIA.

7.5 Any use of all or part of the Equipment outside the country referred to in article 1.1 will give the right to LBF AUSTRALIA to immediately terminate the Subscription, without prejudicing any legal action LBF AUSTRALIA could take.

ARTICLE 8 – RETURN OF THE EQUIPMENT

8.1 In the event of termination of the Agreement, for whatsoever reason, the Subscriber must return the Equipment at the Subscriber's cost, within the next 14 (fourteen) days following the termination of the Subscription to the authorised representative or agents nominated by LBF AUSTRALIA or to LBF AUSTRALIA.

In the event the Equipment is not returned within the 14 (fourteen) day time frame, LBF AUSTRALIA may provide the Subscriber with a formal notice to return the Equipment.

In the event the Subscriber does not respond to the formal notice within fourteen (14) days following issue of the formal notice, unless the Subscriber provides evidence of the lack of fault of the Subscriber, a lump sum compensation for each piece of Equipment or accessory not returned (provided in the scope of the Subscription or Extra Channels and Services as referred to Section I) will be debited either from the bank account of the Subscriber or the Third Party Payer, such debit being expressly authorised by the Subscriber or Third Party Payer pursuant to this Agreement, or invoiced to the Subscriber, which the amount is payable upon receipt of the invoice, without prejudice to the application of the article 7.4 above.

The amount of this lump sum compensation includes the following:

- terminal: AUD\$500 (five hundred dollars AUD)
- digital smart card: AUD\$22 (twenty two dollars AUD)
- scart/RCA cable : AUD\$14 (fourteen dollars AUD)
- power cable: AUD\$7 (seven dollars AUD)
- HDMI cable: AUD\$13 (thirteen dollars AUD)
- remote control: AUD\$27.50 (twenty seven dollars AUD and fifty cents)
- second Screen modular card : AUD\$138 (one hundred and thirty eight dollars AUD)
- external hard drive (PVR) : AUD\$275 (two hundred and seventy five dollars AUD)

The direct debit and the invoicing of the above mentioned amounts will be set off beforehand against the amount of the guarantee or security deposit initially provided by the Subscriber in accordance with the terms of the article 4.1 (ii).

In the event of a non return of the Equipment by the Subscriber, LBF AUSTRALIA may start criminal proceedings against the Subscriber.

8.2 A certificate of return of the Equipment will be issued on return of the Equipment in proper working condition. On the basis of the said certificate, LBF AUSTRALIA could control the good functioning and unity of the Equipment and reserves the right, in the event of a malfunction, to charge the Subscriber for the cost of any necessary repairing or any missing Equipment/accessories.

ARTICLE 9 – MAIL ORDER AND RIGHT OF WITHDRAWAL

In any event of a Subscription taken over the phone, by mail or by email, the Subscriber has a right to withdraw its consent at any time within 7 (seven) days starting from the date of acceptance of the offer, by express post with acknowledgment addressed to: LBF AUSTRALIA - Suite 3 Gloucester Walk 88 Cumberland Street The Rocks – NSW 2000. In the event of withdrawal, LBF AUSTRALIA will reimburse the amounts which have already been debited from the Subscriber's account for the Subscription and/or additional services.

ARTICLE 10 – PERSONAL INFORMATION

10.1. The information provided by the Subscriber, including any personal information (as that term is defined under the *Privacy Act 1988* (Cth)) (**Information**) may be used by LBF AUSTRALIA in accordance with the privacy policy published on LBF AUSTRALIA's website, for subscription management purposes, to gain a better understanding of the Subscriber's needs and to improve the services which are offered to the Subscriber. The Subscriber consents to the transfer of the Information out of Australia in order to fulfil these purposes.

10.2. The Subscriber consents to the use and disclosure of the Information for the purpose of direct marketing, such that LBF AUSTRALIA may send to the Subscriber, by any means, all commercial

information to enable the Subscriber to have a better knowledge of the services or special offers provided by LBF AUSTRALIA.

10.3. The Subscriber agrees that LBF AUSTRALIA may disclose the Subscriber's personal information to other third party trading partners to provide the Subscriber with commercial offers.

10.4. In accordance with the *Privacy Act 1988* (Cth), the Subscriber may request access to, or to be able to rectify and dispute the personal information LBF Australia holds about the Subscriber, by writing to the following address: LBF AUSTRALIA - Suite 3 Gloucester Walk 88 Cumberland Street The Rocks – NSW 2000, together with a copy of the identity card of the Subscriber.

SECTION III – EXTRA CHANNELS AND SERVICES

ARTICLE 11 – ACCESS TO EXTRA CHANNELS AND SERVICES

11.1 The Subscriber may choose to subscribe to the Extra Channels and Services at any time. The request from the Subscriber must be provided to LBF AUSTRALIA prior to the 15th of the Ongoing Month and will be effective on the first day of the following month.

11.2 In the event the Subscriber wishes to subscribe for the Extra Channels and Services during the term of the Subscription, the Subscriber must complete and sign new General Conditions of Subscription and a new Subscription Form setting out the Subscription fees and additional costs. These new General Conditions of Subscription and new Subscription Form will constitute the entire agreement of the Parties in relation to their subject matter and will supersede and replace all previous agreements (General Conditions of Subscription and Subscription Form).

11.3 The Subscription fees and additional costs for the Extra Channels and Services and payment options are set out in the Subscription Form at the time of the Subscription to the Extra Channels and Services.

The additional costs for the Extra Channels and Services may be increased similarly to the Subscription fees as set out in article 4.3.

ARTICLE 12 –PVR (Personal Video Recorder = Enregistreur Vidéo Personnel)

12.1 The PVR Option may provide the Subscriber with the access, from a compatible terminal and an external hard drive supplied by LBF AUSTRALIA, to certain functionalities including, but not limited to, the recording of programs on the external hard drive, pause or rewind on a live program. In the event that the recording memory is full, the Subscriber may choose the programs to erase. If not, the oldest recordings not protected by the Subscriber will be automatically erased.

12.2 The Subscription to the PVR Option implies that the Subscriber has installed an external hard drive (PVR) by an installer accredited by LBF AUSTRALIA at the same premises (same name and address) where the other necessary Equipment for the reception of the main Subscription is installed.

12.3 LBF AUSTRALIA will not be held liable for:

- Any loss of recordings due to maintenance operations following a breakdown or malfunction of the terminal or external hard drive undertaken by LBF AUSTRALIA or a Force Majeure Event,
- Difficulties of recording resulting from a temporary or definitive malfunction of the INTELSTAT 701 satellite system or of any other system that may be used by LBF Australia from time to time, for whatsoever reason,
- Difficulties of recording resulting from a change or delay of the planned programming, loss of the data previously saved onto the external hard drive.

ARTICLE 13 – 2ND SCREEN OPTION (OPTION 2EME ECRAN)

13.1 The Second Screen Option may be provided to a Subscriber who subscribed to a 6, 12 or 24 month term Subscription, to receive its Subscription on two different reception screens. The available or necessary equipment for the Second Screen Option is the Second Screen Option Equipment as referred to in Section I.

13.2 The Subscription to the Second Screen Option implies the obligation for the Subscriber to install and connect both terminals, whichever they are, at the same premises (same name and address).

13.3 The supply, use, maintenance and return of the Second Screen Option Equipment are set out in the articles 3, 4, 5, 6, 7 and 8.

13.4 The Subscription to the Second Screen Option implies for the Subscriber the obligation to have the Second Screen Option Equipment installed by an installer accredited by LBF AUSTRALIA at the same premises (same name and address) where the necessary Equipment for the reception of the main Subscription is installed.

13.5 LBF AUSTRALIA may deem the Second Screen Option immediately terminated as of right on notification to the Subscriber in writing should the Subscriber breach articles 13.2 and 13.3 and in any cases set out in article 7.

ARTICLE 14 – HD OPTION

The channels in capacity of high definitions broadcast in high definition are accessible through the high definition terminal and accessories and the whole PVR/Second Screen/HD Option package, subject to the Subscriber having a compatible reception support and cable enabling the reception of the flow in High definition.

ARTICLE 15 - GENERAL

15.1 In the event of any inconsistency between the French version and the English version of the present General Conditions of Subscription and the attached Subscription Form, the English version take precedence.

15.2 These General Conditions of Subscription and attached Subscription Form and, any documents incorporated by reference, constitute the entire agreement of the Parties in relation to their subject matter and supersede and replace all previous agreements (General Conditions of Subscription and Subscription Form), understandings and negotiations on that subject matter.

15.3 In the event the Subscriber wishes to subscribe to the Extra Channels and Services during the term of the Subscription, the Subscriber must complete and sign new General Conditions of Subscription and a new Subscription Form setting out the Subscription fees.

SIGNED IN (PLACE): DATE:.....

SIGNATURE OF SUBSCRIBER:
