

THE COMPETITION TRIBUNAL

IN THE MATTER of the *Competition Act*, R.S.C. 1985. c. C-34, as amended;

AND IN THE MATTER of an inquiry commenced pursuant to subparagraph 10(1)(b)(ii) of the *Competition Act* with respect to certain marketing practices of Telus Communications Inc. under paragraph 74.01(1)(a) of the *Competition Act*;

AND IN THE MATTER of a Consent Agreement pursuant to section 74.12 of the *Competition Act*.

B E T W E E N :

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| COMPETITION TRIBUNAL TRIBUNAL DE LA CONCURRENCE REGISTERED / ENREGISTRÉ FILED / PRODUIT December 30, 2015 CT-2015-015 Jos LaRose for / pour REGISTRAR / REGISTRAIRE | |
| OTTAWA, ONT | # 2 |

COMMISSIONER OF COMPETITION

Applicant

- and -

TELUS COMMUNICATIONS COMPANY

Respondent

CONSENT AGREEMENT

WHEREAS the Commissioner of Competition (“Commissioner”) is responsible for the administration and enforcement of the *Competition Act* (“Act”);

AND WHEREAS TELUS Communications Company (“TCC”) is a subsidiary of TELUS Corporation and whereas TCC is a partnership under the laws of British Columbia;

AND WHEREAS TCC operates a division named “TELUS Mobility” that is engaged in the business of providing wireless services and products to the public in Canada under the brand names “TELUS Mobility” and “Koodo”;

AND WHEREAS on April 24, 2012, the Commissioner commenced an inquiry pursuant to subparagraph 10(1)(b)(ii) of the Act into certain marketing practices regarding Premium Text Messaging and Rich Content Services;

AND WHEREAS certain third party businesses, referred to as content providers or aggregators, offer Premium Text Messaging and Rich Content Services to consumers, such as texts providing news, horoscopes, advice, alerts, ringtones and trivia, and charge consumers at rates in addition to standard text messaging rates for these services;

AND WHEREAS the Commissioner has concluded that the Respondent permitted certain third-parties, including Jesta Digital LLC (“Jesta”), a content provider of Premium Text Messaging and

Rich Content Services, as well as Mobile Messenger North America Inc. (“MMS”), an aggregator of Premium Text Messaging and Rich Content Services, to bill consumers Premium Text Message and Rich Content Services directly on the wireless account of the Respondent’s Customers;

AND WHEREAS on September 14, 2012, the Commissioner commenced an action in the Ontario Superior Court of Justice by Statement of Claim against TELUS Corporation and other parties, which claim was amended on January 17, 2014 (the “Action”);

AND WHEREAS the Commissioner has concluded that certain third party charges appearing on the wireless accounts of the Respondent’s Customers relating to MMS and Jesta during a period of time prior to the Respondent’s termination of its contracts with MMS and Jesta (the “Relevant Periods”, as defined more specifically below) were in fact unauthorized charges, such that the Respondent has been charging its Customers for third-party services they did not intend to purchase or for which they did not agree to pay;

AND WHEREAS the Commissioner has concluded that during the Relevant Periods (as defined below), the Respondent engaged in conduct contrary to paragraph 74.01(1)(a) of the Act, by promoting its business interest in Premium Text Messaging and Rich Content Services by making, or permitting to be made, materially false or misleading representations to the public, online and through wireless communications devices;

AND WHEREAS IT IS AGREED AND UNDERSTOOD that for the purposes of this Agreement only, including execution, registration, enforcement, variation or rescission of this Consent Agreement (“Agreement”), the Respondent does not contest the Commissioner’s conclusions but nothing in this Agreement shall be taken as an admission or acceptance by the Respondent of any facts, wrongdoing, submissions, legal argument or conclusions for any other purpose nor shall it derogate from any rights or defences of the Respondent against third parties including any defences available under the Act;

AND WHEREAS the Commissioner and the Respondent are satisfied that this matter can be resolved with the registration of this Agreement;

AND WHEREAS the Respondent has informed the Commissioner that during the Relevant Periods, the Respondent undertook a number of voluntary and pro-active steps to address the conduct at issue;

AND WHEREAS in particular but without limitation, the Respondent has informed the Commissioner that since the outset of the availability of such services to the Respondent’s Customers, the Respondent has disclosed third-party charges for Premium Text Messaging and Rich Content Services and the details of such charges to consumers on its invoices, and the Respondent had made improvements to the disclosure of such third-party charges through its online billing information for Customers (namely, through the “eBill” and “My Account” platforms available to the Respondent’s Customers);

AND WHEREAS, in addition, the Respondent has informed the Commissioner that since July 2010, the Respondent has offered a free opt-out mechanism that allows Customers to block third party Premium Text Messaging and Rich Content Services and other “billing on behalf” of charges;

AND WHEREAS, in addition, the Respondent has informed the Commissioner that since approximately May 2012, the Respondent has had an internal policy in place that provides that any of the Respondent's Customers who complain about allegedly unauthorized third party Premium Text Messaging and Rich Content Services charges on their wireless account will receive a full credit;

AND WHEREAS the Respondent has informed the Commissioner that the Respondent voluntarily terminated its contract with MMS on February 16, 2013 and with Jesta on August 16, 2013, and that the Respondent has no ongoing commercial relationship with MMS or Jesta;

AND WHEREAS the Respondent has informed the Commissioner that the Respondent voluntarily ceased almost all involvement in Premium Text Messaging and Rich Content Services with the exception of certain voting services and those services relating to charitable donations as of November 30, 2014;

AND WHEREAS in addition to the refunds that the Respondent has voluntarily extended to its Customers to date, the Respondent will proactively provide Rebates to Affected Customers who incurred charges in respect of certain MMS and Jesta Premium Text Messaging and Rich Content Services in connection with certain specific Common Short Codes that are identified in Appendix "Y" to this Agreement (the "MMS and Jesta Common Short Codes"), subject to the terms of this Agreement;

AND WHEREAS the Respondent has informed the Commissioner that, owing to the limitations of the Respondent's information technology systems, the Respondent is unable to definitively identify Affected Customers who only incurred charges in respect of certain MMS and Jesta Premium Text Messaging and Rich Content Services relating to the MMS and Jesta Common Short Codes;

AND WHEREAS the Respondent has used and continues to use IPDR Codes to group certain services for the purposes of Customer billing, and during the Relevant Periods, the IPDR Codes listed in Appendix "X" included services relating to the MMS and Jesta Common Short Codes;

AND WHEREAS the IPDR Codes listed in Appendix "X" also included a number of additional services that are unrelated to Jesta and MMS and/or that are unrelated Premium Text Messaging and Rich Content Services, and that are outside the scope of the Action and/or that are not the subject of any of the conclusions by the Commissioner in respect of the Action;

AND WHEREAS the Respondent has informed the Commissioner that in the interests of resolving this matter, the Respondent will use the IPDR Codes listed in Appendix "X" as the only practical means available to the Respondent to administer rebates to Affected Customers who incurred charges for services related to the MMS and Jesta Common Short Codes, subject to the terms of this Agreement;

AND WHEREAS the Commissioner and the Respondent acknowledge and accept by using the IPDR Codes listed in Appendix "X" to process rebates under this Agreement, the Respondent will also be providing rebates to thousands of customers who incurred charges in respect of other services that are unrelated to the Jesta and MMS Common Short Codes, that are unrelated to Jesta and MMS and/or that are unrelated Premium Text Messaging and Rich Content Services;

AND WHEREAS by agreeing to utilize the IPDR Codes listed in Appendix “X” as an imperfect and over-inclusive technical means to process rebates to the Affected Customers, the Respondent does not admit or accept any facts, wrongdoing, submissions, legal argument or conclusions in respect of any other services beyond the MMS and Jesta Common Short Codes;

AND WHEREAS the Respondent estimates that through the utilization of the IPDR Codes listed in Appendix “X”, the Rebates to Affected Customers to be made available under this Agreement total up to approximately CAD \$7.34 million, with approximately CAD \$4.37 million in Rebates paid to current Affected Customers and approximately CAD\$ 2.97 million in Rebates available to former Affected Customers;

AND WHEREAS the Commissioner and the Respondent have further agreed that as part of this Agreement, the Respondent will make a cy-près payment in the total amount of CAD \$250,000 to the recipients identified in this Agreement (collectively, the “Cy-près Recipients”), subject to terms of this Agreement;

AND WHEREAS the Commissioner has agreed to more favourable terms in this Agreement than would otherwise be the case because of the Respondent’s cooperation with the Commissioner’s inquiry;

NOW THEREFORE, in order to resolve the Commissioner’s concerns, the Parties hereby agree as follows:

I. INTERPRETATION

1. For the purpose of the Agreement, the following definitions shall apply:
 - (a) “**Act**” means the *Competition Act*, R.S.C. 1985, c. C-34, as amended;
 - (b) “**Affiliate**” means an affiliated corporation, partnership or sole proprietorship within the meaning of subsection 2(2) of the Act;
 - (c) “**Affected Customer**” means a Customer who incurred charges during the Relevant Periods for the Product under any of the IPDR Codes set out in Appendix “X” of this Agreement;
 - (d) “**Agreement**” means this Consent Agreement, including the appendices hereto, and references to an “Article”, “Section”, “Part”, “Paragraph” or “Appendix” are, unless otherwise indicated, references to a section, part, paragraph or appendix of or to this Agreement;
 - (e) “**Commissioner**” means the Commissioner of Competition appointed pursuant to section 7 of the Act;
 - (f) “**Common Short Code**” means the four (4) to six (6) digit numeric identifier leased from the Canadian Wireless Telecommunications Association and used by wireless companies to provide third parties with access to the wireless companies’ billing platforms to charge for Premium Text Messaging and Rich Content Services;

- (g) “**Customer**” means a person who has or had an agreement with the Respondent to receive wireless services through the Respondent’s wireless network;
- (h) “**Days**” means calendar days;
- (i) “**IPDR Codes**” means the codes found in Appendix “X” which were used by the Respondent in administering its Customer billing for services relating to the Common Short Codes listed Appendix “Y” of this Agreement as well as other services that are unrelated to the Common Short Codes listed in Appendix “Y”, that are unrelated to MMS and Jesta, and that are unrelated to Premium Text Messaging and Rich Content Services;
- (j) “**Notice**” has the meaning set out in paragraph 23 of this Agreement;
- (k) “**Parties**” means the Commissioner and the Respondent collectively, and “**Party**” means any one of them;
- (l) “**Product**” and “**Premium Text Messaging and Rich Content Services**” mean text messaging services that are: (i) charged by the Respondent to its Customers through its billing system at rates in excess of standard text messaging rates; (ii) routed using a Common Short Code; and (iii) offer a chance to win a contest or provide news, advice, alerts, trivia, quotations or horoscopes, or other goods or services, including ringtones, wallpapers, other audio or visual content and programs or applications designed for operation on wireless communications devices, but does not include donations to a registered charity where the Respondent does not retain any portion of the revenue from charges incurred by its Customer;
- (m) “**Records**” means records within the meaning of subsection 2(1) of the Act;
- (n) “**Rebate**” means a credit, cheque or eTransfer issued to an Affected Customer in respect of certain charges imposed in respect of the Common Short Codes set out in Appendix “Y” of this Agreement and in accordance with the principles set out in subparagraphs 3(1) and 3(2) of this Agreement;
- (o) “**Relevant Period**” or “**Relevant Periods**” means, (i) in respect of Jesta Common Short Code 65555, between January 1, 2011 and August 16, 2013; and (ii) in respect of MMS Common Short Codes 56455, 22700, 74656, 23687, 22334 and 74205, between January 1, 2011 and February 16, 2013;
- (p) “**Respondent**” means TELUS Communications Company and its successors and assigns, and any present or future subsidiary corporation of TELUS Communications Company within the meaning of subsection 2(3) of the Act, the successors and assigns of any subsidiary corporations, as well as all present or future divisions, groups and Affiliates controlled directly or indirectly by TELUS Communications Company and their respective successors and assigns, and for greater certainty includes Telus Mobility and Koodo;

- (q) “**Respondent Personnel**” means all current and future Respondent employees and senior management who are materially involved in the formulation and/or the implementation and operation of Premium Text Messaging and Rich Content Services on the Respondent’s wireless network; and
- (r) “**Tribunal**” means the Competition Tribunal as established by the *Competition Tribunal Act Canada*, R.S.C. 1985, c. 19 (2nd Supp.), as amended.

II. CONDUCT ORDER WITH RESPECT TO PREMIUM TEXT MESSAGING AND RICH CONTENT SERVICES

- 2. The Respondent shall not impose charges on a Customer’s wireless account with respect to the Product, unless such charges have been approved through an affirmative act or statement of the Customer directly to the Respondent.

III. REBATES

Current Customers

- 3. The Respondent has agreed to provide rebates for Customer charges associated with the MMS and Jesta Common Short Codes set out in Appendix “Y”. Given that the Respondent is unable to administer automatic rebates through its billing system by relying on specific Common Short Codes, the Respondent shall use the IPDR Codes set out in Appendix “X” to administer the rebates. More specifically, within sixty (60) Days after the date of this Agreement being registered with the Tribunal, the Respondent shall provide a Rebate in the form of a credit or credits to the wireless account for each current Affected Customers (as of the date of this Agreement) in the amounts calculated in the following manner:
 - (1) A credit in the total amount of CAD \$10.00 (inclusive of all applicable taxes) paid to each current Affected Customer that interacted with one or more of the IPDR Codes set out in Table 1 of Appendix “X” between January 1, 2011 and August 16, 2013 (*i.e.*, IPDR Codes that include but are not limited to services relating to the Jesta Common Short Codes);
 - (2) A credit in the total amount of CAD \$5.00 (inclusive of applicable taxes) paid to each current Affected Customer that interacted with one or more of the IPDR Codes set out in in Table 2 of Appendix “X” between January 1, 2011 and February 16, 2013 (*i.e.*, IPDR Codes that include but are not limited to services related to the MMS Common Short Codes); and
 - (3) Subject to paragraph 12, the foregoing credits are maximum credits per customer, and are inclusive of all applicable taxes that may have been paid by the Affected Customer. A current Affected Customer may be entitled to receive a credit under both (1) and (2), but a current Affected Customer cannot receive credits in excess of CAD \$15.00 regardless of the number or frequency of their interactions with the IPDR Codes set out in Tables 1 and 2 of Appendix “X”.

To the extent that a current Affected Customer ceases to be customer of the Respondent within sixty (60) Days after the date that this Agreement is registered with the Tribunal, the Affected Customer shall remain entitled to a Rebate under paragraph 3 of this Consent Agreement and the Respondent shall provide a Rebate to such Affected Customer by, at the Affected Customer's election made through the designated website, either processing an electronic funds transfer into the Affected Customer's bank account upon the Affected Customer's provision of the necessary banking information via the designated website, or by forwarding a payment by cheque sent to the Affected Customer's address as indicated in the business records of the Respondent.

Former Customers

4. The Respondent shall within sixty (60) Days after the date of this Agreement being registered, begin to notify former Affected Customers by email (where the Respondent has an email address available) or a letter (where the Respondent does not have an email address available, where a Customer has provided the Respondent with only a Koodo email address, or where a Telus.net email address has been provided and that address is no longer active), advising them that: (i) if they incurred unauthorized charges associated with the MMS and Jesta Common Short Codes listed in Appendix "Y", then they are entitled to a Rebate as part of this Consent Agreement with the Commissioner; (ii) that they may obtain the Rebate in accordance with the principles in subparagraphs 3(1), (2) and (3) above by contacting the Respondent; and (iii) that they have one hundred twenty (120) Days from the date the first such letter or email notice was sent to the Affected Customer to do so. Such email or letter shall contain the information found in Appendix "C" hereto. Communications with Affected Customers shall be in their preferred language of English or French, to the extent that such a preference is reflected in the Respondent's business records.
5. The Respondent will complete notification of its former Affected Customers no later than one hundred and twenty (120) days after the date of registration of this Agreement.
6. Prior to sending any of the foregoing notices by mail, the Respondent shall update the former Affected Customer addresses used via Canada Post's National Change of Address Data Product.
7. The Respondent shall send a follow up email to the former Affected Customers to the same effect if no response has been received from the Affected Customer by the Respondent after thirty (30) Days following the first email. A second follow up shall be sent to the same effect if no response has been received from the Customer by the Respondent after ninety (90) Days following the first email.
8. The Respondent shall provide Rebates to former Affected Customers in accordance with these provisions on receipt of a statement in electronic form via the designated website indicating that the Customer believes that he or she incurred charges related to the MMS and Jesta Common Short Codes set out in Appendix "Y" and that the charges in question were not authorized by or on behalf of the Affected Customer. Other evidence or proof shall not be required from the former Affected Customer beyond these statements. The Respondent will also make available a designated toll-free number for Former Affected Customers to call.

9. Where a former Affected Customer is eligible for a Rebate under this Agreement, the Respondent shall provide a Rebate to such Affected Customer by, at the Affected Customer's election made through the designated website, either processing an electronic funds transfer into the Affected Customer's bank account upon the Affected Customer's provision of the applicable banking information via the designated website, or by forwarding a payment by cheque sent to the Affected Customer's address as provided by the Affected Customer via the designated website.
10. The Respondent shall send Rebates to former Affected Customers within thirty (30) days of receiving the statements, identified in paragraph 8 above, from them.

General

11. The Respondent shall issue Rebates to each Affected Customer in the manner set out in this Agreement without deducting any refund, rebates or credits previously granted by the Respondent to such Customers, other than Rebates provided for in this Agreement.
12. Independent of the rebate process contemplated in Part III of this Agreement, the Respondent shall also continue its current refund policy whereby any Customer who contacts the Respondent's customer service and alleges that the Premium Text Message and Rich Content Services charges relating to a third party on his/her wireless account with the Respondent are or were unauthorized will receive a full credit back, less any amount previously refunded and any amounts refunded pursuant to this Agreement. This policy shall remain in place for two years after the date of registration of this Agreement.
13. The Respondent shall efficiently administer its website and promptly respond to inquiries made to the designated email address, as identified in the Notice, from the date of registration of this Agreement and continuing for at least one hundred and twenty (120) Days after the Respondent has completed its notification of former Affected Customers.

IV. PUBLIC NOTICE TO AFFECTED CUSTOMERS

14. The Respondent shall publish, in both French and English, the Notice in Appendix "A" of this Agreement in accordance with the terms and conditions set out in Appendix "B" of this Agreement.

V. CORPORATE COMPLIANCE PROGRAM

15. Within sixty (60) Days of the date of the registration of this Agreement, the Respondent shall, as necessary, enhance and thereafter maintain its Corporate Compliance Program ("Compliance Program") with a specific focus on its "billing on behalf of" practices and the Act generally. The Compliance Program shall be framed in a manner consistent with the Commissioner's bulletin titled "Corporate Compliance Programs", as published (as of the date of execution of this Agreement) on the Competition Bureau's website at www.competitionbureau.gc.ca.

VI. CONSUMER AWARENESS CAMPAIGN

16. Within one hundred and twenty (120) Days of the date of the registration of this Agreement, the Respondent will commence offering a Consumer Awareness Campaign to educate consumers about how charges can be incurred on wireless devices and what steps consumers can take to avoid unwanted charges that would include safety tips for consumers purchasing online. The campaign will include an educational notice on a portion of the Respondent's websites, setting out for example, methods by which a consumer can incur charges on the consumer's wireless bill and the opt-out methods available from the Respondent. The educational notice will be maintained and available for at least one year from the date of the implementation of the Consumer Awareness Campaign.

VII. COMPLIANCE REPORTING AND MONITORING

17. The Respondent shall provide the Commissioner or the Commissioner's authorized representative:
- (a) within twenty one (21) Days after the date of the registration of this Agreement, written confirmation that all Respondent Personnel have received a copy of this Agreement, as required by paragraph 22;
 - (b) twenty-one (21) Days after the last Rebate is issued, a summary report broken down by existing and former Affected Customers, reflecting:
 - (i) the total number of Affected Customers who received Rebates; and
 - (ii) the total amount of Rebates paid to Affected Customers; and
 - (c) within one hundred and fifty (150) Days after the date of the registration of this Agreement, a written summary of the steps taken to implement the Consumer Awareness Campaign required in paragraph 16.
18. The Commissioner may make public the results of the rebate program.
19. The Respondent shall provide the Commissioner or the Commissioner's authorized representative, within thirty (30) Days following receipt of a written request from the Commissioner or his authorized representative, such information, in such form as the Commissioner requests, for the purposes of monitoring compliance with this Agreement.

VIII. CY-PRÈS PAYMENT

20. The Respondent shall donate a total amount of CAD \$250,000 as a cy-près payment to the following Cy-près Recipients:
- (a) CAD \$125,000 to the Ryerson University Privacy and Big Data Institute, for the purpose of conducting research into how wireless carriers could make more transparent to Canadian consumers what personal information the carriers are collecting and how that personal information will be used;

- (b) CAD \$25,000 to Educaloi, a leader in the movement to improve access to justice in Quebec, for the purpose of providing educational materials for citizens, specifically in respect of their rights as against technology providers/wireless carriers when it comes to using and collecting their data; and
 - (c) CAD \$100,000 to the Centre de Recherche en droit public (the “CRDP”) at the University of Montreal, for the purpose of conducting research on data privacy issues, including the role that the law currently plays and could play in assisting citizens in understanding their rights in respect of their own data vis-à-vis their wireless carrier or device manufacturer and ensuring that accurate information is provided to the consumer.
21. The Respondent shall make the cy-près payment to the Cy-près Recipients within sixty (60) days of the date of this Agreement.

IX. GENERAL

22. (1) The Respondent shall provide a copy of this Agreement to all Respondent Personnel within fourteen (14) days after the date of registration of this Agreement.
- (2) During the term that governs paragraph 2 as set out in paragraph 28 of this Agreement, all future Respondent Personnel shall be provided a copy of this Agreement within fourteen (14) Days after his or her assumption of responsibilities for Premium Text Messaging and Rich Content Services.
- (3) Within fourteen (14) Days after providing a copy of this Agreement to each Respondent Personnel, the Respondent shall secure from each such person a signed and dated statement acknowledging that he or she read and understood this Agreement.
23. Notices, reports and other communications required or permitted pursuant to any of the terms of this Agreement shall be in writing and shall be considered to be given if dispatched by personal delivery, registered mail or facsimile transmission to the Parties at the following addresses:

(a) **The Commissioner**

Commissioner of Competition
Competition Bureau
Place du Portage, Phase 1
50 Victoria Street, 21st Floor
Gatineau QC KIA OC9

Attention: Senior Deputy Commissioner of Competition
(Cartels and Deceptive Marketing Practices Branch)
Telephone: 819-997-1208
Facsimile: 819-953-3835

With a copy to:

Executive Director, Competition Bureau Legal Services
Department of Justice
Place du Portage, Phase 1
50 Victoria Street, 22nd Floor
Gatineau QC KIA OC9

Telephone: 819-994-7714
Facsimile: 819-953-9267

(b) **The Respondent**

Alan Dabb
Vice President, Litigation
TELUS Corporation
3777 Kingsway
5th Floor
Burnaby BC V5H 3Z7
Tel: (604) 695-6401
Fax: (403) 204-5088
E-mail: alan.dabb@telus.com

With a copy to:

Christopher Naudie
OSLER, HOSKIN & HARCOURT LLP
P.O. Box 50, 1 First Canadian Place
Toronto ON M5X 1B8
Tel: (416) 862-6811
Fax: (416) 862-6666
E-Mail: cnaudie@osler.com

24. This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, and all of which taken together shall constitute one and the same instrument. In the event of any discrepancy between the English and French versions of this Agreement, the English version shall prevail.
25. The computation of time periods contemplated by this Agreement shall be in accordance with the *Interpretation Act*, R.S.C. 1985, c. 1-21. For the purpose of this Agreement, the definition of "holiday" in the Interpretation Act shall include Saturday. For the purpose of determining time periods, the date of this Agreement is the last date on which it is executed by a Party.
26. The Parties consent to the immediate registration of this Agreement with the Tribunal.
27. The Commissioner and TELUS Corporation shall, after the registration of this Consent Agreement, apply to the Ontario Superior Court of Justice to dismiss the Action as against TELUS Corporation on a without costs basis, as soon as practicable, and shall apply and request consent of the other defendants to remove related references to TELUS Corporation

in the pleadings within thirty (30) days of the registration of this Consent Agreement, which Agreement, upon registration, shall have the same force and effect as if it was an order of the Competition Tribunal.

28. Paragraphs 2, 15, 19 and 22 of the Agreement shall be binding upon the Respondent as defined herein for a period of ten (10) years following the date of registration of this Agreement. With the exception of these paragraphs, the term of this Agreement will end with the fulfillment of the obligations set out in paragraphs 3 through 16 and the reporting requirements in paragraph 17.
29. Notwithstanding the settlement and dismissal of the Action in respect of TELUS Corporation pursuant to this Agreement, nothing in this Agreement shall affect or limit the ability of the Commissioner, acting reasonably, to request the production of relevant documents or oral evidence by way of an application to the Court for third party discovery of TELUS Corporation if deemed necessary, in accordance with the Ontario Rules of Civil Procedure. The Respondent agrees not to oppose any such application directed at the production of relevant information and to respond to any such application in a timely fashion and at its own expense.
30. In the event of a dispute as to the interpretation or application of this Agreement, any of the Parties shall be at liberty to apply to the Tribunal for an order or directions. The Parties agree that the Tribunal has jurisdiction to make such order as is required to give effect to this Agreement.

The undersigned hereby agree to the filing of this Agreement with the Tribunal for registration.

DATED at New Westminster, in the Province of British Columbia this 24th day of December, 2015.

TELUS COMMUNICATIONS COMPANY

For: [Original signed by Alan Dabb]

Alan Dabb
VP – Litigation

DATED at Gatineau, in the Province of Quebec, this 29th day of December, 2015.

COMMISSIONER OF COMPETITION

For: [Original signed by Jeanne Pratt, Acting
Commissioner for]

John Pecman
Commissioner of Competition

APPENDIX “A” - NOTICE

TELUS AND KOODO REBATES AVAILABLE

Settlement With the Commissioner of Competition Re: Premium Text Messaging Services

TELUS and the Commissioner of Competition have reached a resolution to ongoing litigation concerning third party charges on your TELUS or Koodo wireless account for Premium Text Message programs. This resolution is reflected in a Consent Agreement (the “Agreement”), a copy of which can be accessed [[link to Competition Tribunal website](#)].

Under the Agreement, TELUS has agreed to provide rebates to current and former customers for certain charges related to programs offered by Mobile Messenger between January 1, 2011 and February 16, 2013 and programs offered by Jesta/Jamster between January 1, 2011, and August 16, 2013. Examples of the programs include Mobile Messenger’s “Mind Quiz” and “Pure Crush” Premium Text Message Programs.

Who is eligible for rebates?

- Current Customers: TELUS will automatically provide credits to current wireless service customers who were charged in respect of the following Premium Text Message Programs offered by Jesta/Jamster and/or Mobile Messenger [**NTD: TELUS to add Embedded hyperlink to list of IPDR Codes as set out in Appendix “Y”**] during the above time periods.
- Former customers: Eligible former customers will be contacted by e-mail (or letter if no e-mail address is on file). If you receive such an e-mail or letter and you believe that you incurred charges in respect of the foregoing programs offered by Jesta/Jamster and/or Mobile Messenger and that the charges were unauthorized, you will have 120 days to contact TELUS to receive the rebate.

How much is the rebate?

- **A rebate in the amount of CAD \$5.00** for each customer that was charged in respect of one or more of the IPDR Codes that includes but is not limited to the Mobile Messenger Common Short Codes; and
- **A rebate in the amount of CAD \$10.00** for each customer that was charged in respect of one or more of the IPDR Codes that includes but is not limited to the Jesta/Jamster Common Short Code.
- The foregoing rebates are maximum rebates per customer (*i.e.* a customer may claim one CAD \$5.00 rebate and one CAD \$10.00 rebate) and may be combined to claim a total of rebate of CAD \$15.00 per customer, and are inclusive of all applicable taxes that may have been paid by the Affected Customer.

- Current wireless customers will receive a credit to their TELUS wireless account and former customers will receive payment either through an electronic funds transfer directly into their bank account or by a cheque.

To claim a rebate, or for additional details, go to (URL - website). If you have questions, please contact TELUS at [**add email address**]. Any claims or questions regarding rebates should be directed to TELUS.

APPENDIX “B” - TERMS AND CONDITIONS OF THE NOTICE

1. The Respondent shall publish or display the Notice in Appendix “A” of this Agreement on each of the following websites:

www.Telus.com

forum.telus.com

www.koodomobile.com

blog.telus.com

2. The Respondent shall also publish the Notice in Appendix “A” of this Agreement via its Twitter and Facebook accounts and re-post these messages once a month for three consecutive months.
3. Telus shall post the Notice in accordance with para. 14 of the Agreement, and shall maintain the Notice on each website for a period until at least one hundred and twenty (120) Days after the Respondent has completed its notification of former Affected Customers.
4. The Notice shall be accessible through a link on the menu-bar of each website homepage, entitled “Telus and Koodo Rebates Available”.
5. The Notice shall have a link to the Competition Tribunal’s website at www.ct-tc.gc.ca.
6. The Notice shall take up a full screen size of the linked page. The title of the Notice shall be capitalized and appear in no less than 14 point bold font unembellished print, and the text of the Notice shall appear in no less than 12 point font unembellished print.

APPENDIX “C” - LETTER/EMAIL NOTICE

Subject line of letter or e-mail: TELUS [OR KOODO] REBATES AVAILABLE

DATE

Dear [name of customer]:

You may be entitled to a rebate as part of a settlement between TELUS Communications Company (“TELUS”) and the Commissioner of Competition.

The Commissioner and TELUS have agreed to a rebate program for certain charges that may have been placed on your TELUS or Koodo wireless telephone bills relating to third party Premium Text Messaging Programs between January 1, 2011 to August 16, 2013.

Based on our records, you may have incurred charges for certain Premium Text Message programs offered by Mobile Messenger between January 1, 2011 and February 16, 2013 and/or Jesta/Jamster between January 1, 2011 and August 16, 2013. Examples of the programs include Mobile Messenger's “Mind Quiz” and “Pure Crush” Premium Text Message Programs. However, you may have also incurred charges for certain programs for certain other programs and services that are not eligible for a rebate. The list of programs and services offered by Mobile Messenger and Jesta/Jamster that are covered by this Settlement and that are eligible for a rebate are attached to this letter: [**NTD: TELUS to add a schedule that lists the Common Short Codes as set out in Appendix “Y”**].

If you believe you incurred charges related to these programs and services offered by Mobile Messenger and/or Jesta/Jamster during these periods of time and that these charges were not authorized, you are entitled to a maximum rebate of CAD \$5.00 in respect of charges relating to certain Mobile Messenger Premium Text Messaging Programs, and a maximum rebate of CAD \$10.00 in respect of charges relating to a particular Jesta/Jamster Premium Text Messaging Program. Each customer is entitled to only one rebate of CAD \$5.00 and one rebate of \$10.00, but if eligible, a customer may claim a total combined rebate of a maximum of \$15.00 per customer. Included [**NTD: or for emailed notices - attached**] is a list of the common short codes eligible for a rebate. [**NTD: TELUS to add a schedule that lists the Common Short Codes as set out in Appendix “Y”**].

To claim a rebate, go to (URL - website). If you have questions, please contact TELUS at [**add email address**]. Any claims or questions regarding rebates should be directed to TELUS.

You have 120 days from the date of this letter [**or email**] notice to contact TELUS to claim a rebate

APPENDIX “Y” - LIST OF MMS AND JESTA COMMON SHORT CODES

56455

65555

22700

74656

23687

22334

74205

APPENDIX “X” - LIST OF IPDR CODES

| Table 1: Jesta IPDR Codes |
|----------------------------------|
| IPDR6R |
| IPDRL5 |

| Table 2: MMS IPDR Codes |
|--------------------------------|
| IPDR85 |
| IPDR82 |
| IPDR79 |
| IPDRHR |
| IPDRHO |
| IPDRHL |