

# Pricing Supplement

Pricing Supplement dated 12 April 2016



## Telstra Corporation Limited

(ABN 33 051 775 556)

(incorporated with limited liability in the Commonwealth of Australia)

Issue of €750,000,000 1.125% Fixed Rate Notes due 14 April 2026

under the

### *€15,000,000,000 Debt Issuance Program*

Terms used in this document are deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Offering Circular dated 16 March 2016 (the "**Offering Circular**"). This document constitutes the Pricing Supplement for the Notes and must be read in conjunction with the Offering Circular. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Offering Circular. The Offering Circular is available for viewing on the Issuer's website, [www.telstra.com.au/aboutus/investors/financial-information/debt-investors](http://www.telstra.com.au/aboutus/investors/financial-information/debt-investors).

1	Issuer:	Telstra Corporation Limited
2	(i) Series Number:	47
	(ii) Tranche Number:	1
3	Specified Currency or Currencies	Euro (€)
4	Aggregate Nominal Amount:	
	(i) Series:	€750,000,000
	(ii) Tranche:	€750,000,000
5	Issue Price:	99.363 percent of the Aggregate Nominal Amount
6	(i) Specified Denomination(s):	€100,000 and integral multiples of €1,000 in excess thereof up to and including €199,000. No Notes in definitive form will be issued with a denomination above €199,000
	(ii) Calculation Amount:	€1,000
7	(i) Issue Date:	14 April 2016
	(ii) Interest Commencement Date:	Issue Date
8	Maturity Date:	14 April 2026
9	Record Date	Not Applicable
10	Interest Basis:	Fixed Rate
11	Redemption / Payment Basis:	Redemption at par

12	Change of Interest or Redemption / Payment Basis:	Not Applicable
13	Put / Call Options:	<p>Issuer Call</p> <p>Make Whole Redemption</p> <p>(further particulars specified below)</p>
14	Date of Board approval for borrowing program and issuance of Notes	Treasury power of attorney dated 24 June 2014 and a delegation of Treasury powers dated 24 June 2014

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

15	<b>Fixed Rate Note Provisions</b>	Applicable
	(i) Fixed Rate of Interest:	1.125 percent per annum payable annually in arrears
	(ii) Interest Payment Date(s):	14 April in each year, commencing on 14 April 2017 and ending on the Maturity Date
	(iii) Fixed Coupon Amount:	€11.25 per Calculation Amount
	(iv) Broken Amount(s):	Not Applicable
	(v) Day Count Fraction:	Actual/Actual (ICMA)
	(vi) Business Day Convention:	Following Business Day Convention (no adjustment)
	(vii) Business Centre(s):	TARGET2, London, Sydney, Melbourne
	(viii) Calculation Agent	Deutsche Bank AG, London Branch (Winchester House, 1 Great Winchester Street, London EC2N 2DB United Kingdom)
16	<b>Floating Rate Note Provisions</b>	Not Applicable
17	<b>Zero Coupon Note Provisions</b>	Not Applicable
18	<b>Index Linked Interest Note Provisions</b>	Not Applicable
19	<b>Dual Currency Note Provisions</b>	Not Applicable

**PROVISIONS RELATING TO REDEMPTION**

20	<b>Issuer Call Option</b>	Applicable
	(i) Early Redemption Date (Call):	Any Business Day on or after the date occurring three months prior to the Maturity Date
	(ii) Early Redemption Amount (Call):	€1,000 per Calculation Amount
	(iii) Redeemable in part:	Not Applicable
21	<b>Make-whole Redemption</b>	Applicable (further particulars specified in the Annex to this Pricing Supplement)
22	<b>Investor Put Option</b>	Not Applicable
23	<b>Final Redemption Amount</b>	€1,000 per Calculation Amount

24 **Early Redemption Amount (Tax)** €1,000 per Calculation Amount

Early Redemption Amount(s) payable on redemption for taxation reasons or on event of default and / or the method of calculating the same (if required or if different from that set out in the Conditions)

25 **Early Termination Amount** Not Applicable

#### GENERAL PROVISIONS APPLICABLE TO THE NOTES

26 **Form of Notes:** **Bearer Notes:** Temporary Global Notes exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes in the limited circumstances specified in the Permanent Global Note

27 **Additional Financial Centre(s) or other special provisions relating to payment dates:** TARGET2, London, Sydney and Melbourne

28 **Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):** No

29 **Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment:** Not Applicable

30 **Details relating to Instalment Notes: amount of each instalment, date on which each payment is to be made:** Not Applicable

31 **Consolidation provisions** The provisions in Condition 32 ("Further issues") apply

32 **Governing law:** English law

33 **Other Pricing Supplement or special conditions:** The Additional Conditions set out in the Annex apply to the Notes

#### OTHER INFORMATION

34 **Listing** Australian Securities Exchange operated by ASX Limited (ABN 98 008 624 691)

35 **Managers / Dealers:**

(i) **If syndicated, names of Managers:**

Joint Lead Managers:

BNP Paribas (10 Harewood Avenue, London NW1 6AA United Kingdom)

Merrill Lynch International (2 King Edward Street, London EC1A 1HQ United Kingdom)

HSBC Bank plc (8 Canada Square, London E14 5HQ United Kingdom)

Co-Managers:

Westpac Banking Corporation Limited (275 Kent Street, Sydney NSW 2000, Australia)

Scotiabank Europe plc (201 Bishopsgate, 6th Floor, London EC2M 3NS United Kingdom)

(ii) **Stabilising Manager:** Not Applicable

(iii) **If non-syndicated, name of relevant Dealer:** Not Applicable

36 **Operational information**

**ISIN Code:** XS1395057430

**Common Code:** 139505743

**CMU Instrument Number:** Not Applicable

**Austraclear / NZClear identification number:** Not Applicable

**Any clearing system(s) other than Euroclear, Clearstream, Luxembourg, CMU, Austraclear or NZClear and the relevant identification number(s):** Not Applicable

**Delivery:** Delivery against payment

**Initial Agent's name and address:** Fiscal Agent & Principal Paying Agent  
Deutsche Bank AG, London Branch  
Winchester House, 1 Great Winchester Street,  
London EC2N 2DB, United Kingdom

Paying Agent and Transfer Agent  
Deutsche Bank Luxembourg S.A.  
2 Boulevard Konrad Adenauer, L-1115 Luxembourg

**Additional Agent(s) names and addresses (if any):** Not Applicable

Signed on behalf of Telstra Corporation Limited (as Issuer):

By:   
Duly authorised officer

Peter Kopanidis, Corporate Treasurer



Simon O'Brien  
Manager, Cash Flow  
and Banking

## Annex

### Additional Conditions applicable to the Notes

The following additional Condition 18.3A applies to the Notes:

#### **"18.3A Make Whole Redemption by the Issuer**

The Issuer may, subject to compliance with all relevant laws, regulations and directives and on giving at least 30 days' (and not more than 60 days') notice to the Principal Paying Agent and the Noteholders, redeem the Notes, in whole or in part, at any time or from time to time, prior to their Maturity Date (the **"Make Whole Redemption Date"**). Any such redemption of Notes shall be made at their Make Whole Redemption Amount.

All Notes in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

If the Reference Security is no longer outstanding, a Similar Security will be chosen by the Make Whole Redemption Calculation Agent at 11:00 a.m. (CET) on the third Business Day preceding the Make Whole Redemption Date, quoted in writing by the Make Whole Redemption Calculation Agent to the Issuer and published in accordance with Condition 14.10 ("Notification of Interest Rate, interest payable and other items").

The Make Whole Redemption Rate will be published by the Issuer in accordance with Condition 14.10 ("Notification of Interest Rate, interest payable and other items").

The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Make Whole Redemption Calculation Agent shall (in the absence of manifest error) be final and binding upon all parties.

In this Condition 18.3A:

**Make Whole Redemption Margin** means 0.150 percent per annum.

**Make Whole Redemption Amount** means an amount calculated by the Make Whole Redemption Calculation Agent and equal to the greater of:

- (a) 100 percent of the principal amount of the Notes so redeemed; and
- (b) the sum of the then present values of the remaining scheduled payments of principal and interest on such Notes (excluding any interest accrued on the Notes to, but excluding, the relevant Make Whole Redemption Date) discounted to the relevant Make Whole Redemption Date on an annual basis, assuming a Day Count Fraction of Actual/Actual (ICMA), at the Make Whole Redemption Rate plus the Make Whole Redemption Margin,

plus in each case, any interest accrued on the Notes to, but excluding, the Make Whole Redemption Date.

**Make Whole Redemption Calculation Agent** means an independent investment bank of international repute, appointed by the Issuer (and notified to Noteholders and the Principal Paying Agent by the Issuer in accordance with Condition 33) for the purposes of performing any of the functions expressed to be performed by it under this Condition 18.3A.

**Make Whole Redemption Rate** means the average of the four quotations given by the Reference Dealers of the mid-market annual yield to maturity of the Reference Security on the fourth Business Day preceding the Make-whole Redemption Date at 11:00 a.m. (Central European Time ("CET")).

**Reference Dealers** means each of the four banks selected by the Make Whole Redemption Calculation Agent which are primary European government security dealers, and their respective successors, or market makers in pricing corporate bond issues.

**Reference Security** means the one half percent German Bundesobligationen due February 2026.

**Similar Security** means such other German Government bond with a maturity date as near as possible to the Maturity Date as the Make Whole Redemption Calculation Agent may reasonably determine to be appropriate by way of substitution for the Reference Security."