



## Terms and Conditions

### Vodafone Entertainment Terms and Conditions

The following terms apply to your purchase and use of the Vodafone Entertainment package:

- these terms for use of the entertainment package ("**Terms**");
- terms provided by the relevant content provider ("**Content Provider Terms**") included below; and
- your plan, Airtime Conditions and (where applicable) Welcome Letter/ Welcome Email ("**Pricing Guide**").

If there is any difference between what is said in these Terms then the terms shall apply in the following order: your Pricing Guide, these Terms and the Content Provider Terms.

#### 1. What is Vodafone Entertainment?

Vodafone Entertainment allows you to choose entertainment relating to music and other content provided to you by third party content providers ("**Content**"). Vodafone Entertainment is available within various plans. Spotify Premium, YouTube Premium and Netflix are also available on a standalone subscription basis.

#### 2. Cost of Service

##### 2.1 Where the Content is included as part of your Plan

you can select one Content pack as part of your eligible tariff. Unless stated otherwise the Content will automatically expire after the term specified in your plan Terms. You will then be charged at the current retail price for that content but can choose to opt out of this charge at any time.

##### 2.2 Where the Content is selected as a standalone monthly

subscription the cost of the Content will be confirmed to you at the time of taking out the standalone subscription. PAYG customers will need to have credit on their account each month in order for the monthly subscription payment to be made. YouTube Premium, Spotify Premium and Netflix are available on a standalone monthly subscription service.

#### 3. Upgrades

If you upgrade your plan prior to the end of the period that content is included within your plan then you will lose access to your chosen content from the date of the upgrade.

#### 4. Ending the Service

- 4.1 Where selected as a standalone monthly subscription and charged to your Vodafone bill you can cancel your monthly subscription during the first 14 days following the date you first registered for the monthly subscription ("**Cancellation Period**"). We'll reimburse you for any monthly subscription payments for the Service you have already made, provided the Service has not been accessed.

- 4.2 After the Cancellation Period you can terminate your monthly subscription by contacting Vodafone at any time. The cancellation will take effect from the next monthly anniversary of the date you subscribed except where you cancel less than 48 hours before your next monthly anniversary date in which case cancellation will take effect from the following monthly anniversary. To cancel or terminate your subscription please visit <http://offers.vodafone.com/gb/>. Please contact the relevant provider if you have taken out a standalone monthly subscription and pay them directly.

#### 5. Spotify Entertainment Package

The Spotify terms of use (found at <https://www.spotify.com/uk/legal/end-user-agreement/plain/>) apply in addition to these Vodafone Terms. You can choose Spotify Premium as your content option as part of certain plans. At the end of your plan you will be charged at the current retail price for Spotify but can choose to cancel at any time (see "Ending the Service" above). You can also choose to purchase Spotify Premium on a monthly subscription basis.

#### 6. NOW TV Entertainment Package

- 6.1 The NOW TV Terms of Use (found at <http://www.nowtv.com/terms>) apply in addition to these Vodafone Terms and Conditions below if you take a NOW TV Entertainment Pass as part of your Vodafone Entertainment package.
- 6.2 If you are new to NOW TV you will be required to sign up to NOW TV and agree the NOW TV Terms of use before you can access NOW TV. When signing up to NOW TV you will need to provide payment details, including valid debit or credit card details. These payment details will be used by NOW TV at the end of your eligible Vodafone plan and/or if you purchase any NOW TV services or access any content which is not included as part of your eligible plan. Fees for these extra services will apply as set out on the NOWTV.com website and these services will be provided in accordance with the NOW TV Terms of Use.
- 6.3 In accordance with clause 4.3 of the Sky Terms and Conditions below, where selected as part of your plan, the Service will automatically renew at the end of your plan, at the then current price for the Entertainment Pass and you will be charged by Sky, unless you stop your pass from automatically renewing with NOW TV by following the steps set out in the NOW TV Terms of Use or within any notification you receive from NOW TV about the automatic renewal of the Service.
- 6.4 If you are an existing NOW TV customer with an active Entertainment Pass, you will not be able to apply the Service or access it as part of your Vodafone plan until your existing pass has expired or is canceled in accordance with the NOW TV Terms of Use.
- 6.5 A NOW TV Entertainment Pass is currently worth £9.99 per month if purchased separately on NOWTV.com (price correct as at September 2020)

## 7. Amazon Prime Entertainment Package

- 7.1 The Amazon Prime Terms of Use (found at <https://www.amazon.co.uk/gp/help/customer/display.html?nodeId=201910780>) apply in addition to these Vodafone Terms. This offer is subject to change. Amazon.com Inc. and its affiliates are not sponsors of this promotion. An Amazon Prime membership is currently valued at £7.99 per month if purchased separately on Amazon (price correct as at July 2020). Amazon, Amazon Prime and all related logos are trademarks of Amazon.com, Inc. or its affiliates.
- 7.2 You can choose Amazon Prime as your content option as part of certain plans. At the end of your plan you will be charged at the current retail price for Amazon Prime but can choose to cancel at any time (see "Ending the Service" above).

## 8. YouTube Premium Entertainment Package

- 8.1 The YouTube Terms of Service (found at <https://www.youtube.com/t/terms>) and the YouTube Paid Terms of Service (found at [https://www.youtube.com/t/terms\\_paidservice](https://www.youtube.com/t/terms_paidservice)) apply in addition to these Vodafone Terms. You can also choose to purchase YouTube Premium on a monthly subscription basis. This offer is subject to change. Google LLC and its affiliates are not sponsors of this promotion. A YouTube Premium membership is currently valued at £11.99 per month if purchased separately on YouTube (price correct as of June 2020) ('Current Retail Price').
- 8.2 All payments for the YouTube Premium content option and YouTube Premium standalone subscriptions provided under these Vodafone Terms are to Vodafone. At the end of your plan, if you do not terminate you will be charged by Vodafone at the Current Retail Price for YouTube Premium (or a lower price, at Vodafone's discretion). You can choose to cancel this at any time (see "Ending the Service" above). If there is any conflict between the Vodafone Terms and the YouTube Paid Service Terms of Service in respect of payment and/or refunds, then the Vodafone Terms shall govern.

## 9. General

- 9.1 Third parties own the content of the products contained within the Vodafone Entertainment Package. The content is subject to change and we are not responsible for the content.
- 9.2 Registered Address: Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN, United Kingdom. Registered in England No. 1471587 April 2018.

## Content Terms

### Netflix Terms and Conditions

The Netflix Terms of Use (found at <https://help.netflix.com/legal/termsofuse>) apply in addition to Vodafone terms. If you are a new Netflix member, and have selected Netflix as a standalone monthly subscription through Vodafone, Vodafone will automatically charge the Netflix subscription fee for your chosen plan to your Vodafone bill. You can cancel your Netflix subscription at any time.

### Spotify Terms and Conditions

Terms and conditions for Spotify are available at: <https://www.spotify.com/uk/legal/end-user-agreement/plain/>

### Amazon Prime Terms and Conditions

Terms and conditions for Amazon Prime are available at <https://www.amazon.co.uk/gp/help/customer/display.html?nodeId=201910780>

## YouTube Premium Terms and Conditions

Terms and conditions for YouTube are available at <https://www.youtube.com/t/terms> and [https://www.youtube.com/t/terms\\_paidservice](https://www.youtube.com/t/terms_paidservice)

### Sky Terms and Conditions (for NOW TV)

References below to "we", "us" or "Sky" mean Sky UK Limited registered at Grant Way, Isleworth, Middlesex TW7 5QD under registration number 2906991. These terms and conditions (the "Contract") set out terms on which we provide the NOW TV Entertainment Pass to you in accordance with your eligible Vodafone tariff. All payments for the Service(s) are collected by Vodafone and your access to the Services are also subject to Vodafone's terms and conditions which are set out above. This Contract is additional to the NOW TV Terms of Use which will also apply to your use of NOW TV as part of your Vodafone package. In the event of any conflict between the terms set out in this Contract or the NOW TV Terms of Use, this Contract shall take precedence. Sky is not responsible for your mobile phone, the mobile network provided by Vodafone, the data services necessary to access the relevant Service TV channels or collecting any subscription payments from you. Your separate contracts with them, including the terms and conditions set out above, cover these aspects ("Vodafone Contracts"). In order to use the Service, you will need to download the NOW TV (the "App") from your relevant App Store provider. You will need to set up an account to access your chosen Service via the relevant App. If you do not already have a Sky ID/NOW TV account you will be able to create one by following the steps on screen. If you already have a Sky ID and password, you can sign in to use the relevant Service with those details. The App/Service is only available on supported devices. If you change your handset or the software running on your handset, your new/updated handset may not be compatible with the Service and you may be unable to download the App or continue using the Service. The current list of supported devices can be found on the relevant App description page within your relevant device application store. By using the relevant Service, you agree that we may use and share information we hold about you in accordance with Clause 6 below and the relevant Sky privacy notice, depending on the Service taken. For NOW TV, the NOW TV privacy notice can be found at <http://watch.nowtv.com/privacy>.

If you download the Apps from iTunes the following important terms specified by iTunes apply:

*"iTunes" means iTunes S.a.r.l (registered number: RCS Luxembourg B 101 120), whose registered office is at 8 rue Heinrich Heine, L-1720 Luxembourg. These terms and conditions are between you and Sky and not between you and iTunes, though separate terms may apply between you and iTunes. Sky and its licensors are solely responsible for the App/Service and its content. iTunes has no obligation to provide any maintenance and support services with respect to the App/Service. To the maximum extent permitted by law, iTunes will have no other warranty obligation whatsoever with respect to the App/Service, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the App/Service to conform to any warranty are Sky's responsibility. iTunes is not responsible for investigating, defending, settling or otherwise discharging any claims by you or any third party relating to the App/Service (including any claims alleging that the App/Service infringes that third party's intellectual property rights or fails to conform to any applicable legal or regulatory requirement). You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. iTunes and Apple Inc., are each third party beneficiaries under these terms and conditions and shall have the right to enforce these terms and conditions against you as a third party beneficiary. To the extent that the provisions of this section conflict with the remaining provisions of these terms and conditions the provisions of this section shall prevail.*

## 1. The Service

- 1.1 The "Service" means the NOW TV Entertainment Pass chosen by you. The relevant Service enables you to access NOW TV via the Vodafone network. You cannot choose individual channels within any Option and/or Service.
- 1.2 The Service is variable. Sky may vary, replace or withdraw programmes, channels, content, and/or any facilities available on the Service without notice. All channels and programmes may differ from TV broadcasts and may be modified or made for mobile. We can vary or withdraw your Service.
- 1.3 We may suspend the Service at any time to update the Service or for technical reasons.
- 1.4 The Service is subject to wireless internet connection, 3G, 4G and/or 5G coverage, handset capability and network availability. If the Service is suspended, interrupted or not available to you due to mobile network and/or wireless internet connection interruptions, we will not be responsible.
- 1.5 From time to time device manufacturers or the provider of the device operating system may impose changes that limit or restrict your use of the App/Service on that device. If this happens we'll try to notify you of these changes in advance, but as we have no control over these manufacturers and providers it may not always be possible to do so.

## 2. Information collected and/stored on your device

- 2.1 In order to use the Service you will need to download and install the App on your compatible device via your relevant app store provider.
- 2.2 When you visit a third party website via a link or banner ad from within the App, information will be automatically collected by us through the App to track the number of visitors to the relevant website. These statistics will be supplied by us to our third party advertising business partners.
- 2.3 The information provided to your relevant App store provider upon registering for the Service will be collated and used by the relevant App store provider in accordance with their privacy policy.

## 3. Your use of the Service

- 3.1 You must ensure that your supported device meets (and continues to meet) the hardware, systems and software requirements for the App/Service as described at the time you download the App or any updates to the App.
- 3.2 You will not use the Service or any part of it other than for personal, non-commercial purposes in the UK, ROI and in addition, within the European Union where you are eligible for EU Portability-see [www.sky.com/streamintheEU](http://www.sky.com/streamintheEU) for more information (together the "Territory")
- 3.3 You must not or authorise or assist any third party to:
  - (a) copy (except as permitted by law), redistribute or relay the whole or any part of materials included within the App or Service; or
  - (b) sell or make any charge for watching or using any part of the App or Service; or
  - (c) show any part of the App or Service in public to an audience, even if no charge is made; or
  - (d) use the App or Service for any improper or unlawful purpose; or

- (e) access the Service or stream any content available via the Service from any device which is located outside of the Territory.
- 3.4 You agree to follow our reasonable instructions concerning your use of the Service.
- 3.5 If the Service incorporates user posting/upload functions, you must not post or upload any material that is defamatory, threatening, obscene, harmful, pornographic or otherwise illegal, or includes material which would violate or infringe in any way upon rights (including intellectual property rights, rights of confidentiality, or rights of privacy) of Sky or others or causes distress or inconvenience.
- 3.6 We may require you to reimburse us for any reasonable and foreseeable losses, costs and expenses which we incur as a direct result of the misuse of the App or Service by you or any one you have allowed to use the App or Service on your compatible device.

## 4. Subscription Payments

- 4.1 Vodafone collects subscription payments on our behalf. All fees payable by you for your use of the Service are payable in accordance with your Vodafone Contracts.
- 4.2 If you have missed any payments you owe, we or Vodafone can suspend either the provision of the Service or your access to the Service without giving you notice. This does not affect our right to end this Contract under Clause 8 below.
- 4.3 Where you have taken a Red Entertainment Plan pay monthly package, at the end of your eligible plan, your subscription to the NOW TV Entertainment Pass will automatically renew at the then current price for the Entertainment Pass on NOW TV and unless notified by Vodafone all payments will be taken by NOW TV in accordance with the NOW TV Terms of Use, unless you stop your pass from automatically renewing by following the steps set out in the NOW TV Terms of Use or within any notification you receive from NOW TV about the automatic renewal of the Service. Note this clause 4.3 will not apply if we or Vodafone end or suspend your access to the Service in accordance with a breach of this Contract or the Vodafone Contract.

## 5. Liability

- 5.1 We will not be responsible or liable under this Contract for any loss or damage caused by:
  - (a) failure, interruption or delays to the relevant App or Service caused by events outside our reasonable control;
  - (b) your negligence or your failure to follow our reasonable instructions or the terms of this Contract;
  - (c) us or our employees or agents in circumstances where:
    - (i) there is no breach of a contractual obligation or legal duty of care owed to you by us or our employees or agents;
    - (ii) such loss or damage is not a reasonably foreseeable result of any breach; or to the extent that such loss or damage results from any breach by you of this Contract;
  - (d) any incompatibility of the App or Service with any hardware and/or software on your mobile phone;
  - (e) any errors, viruses or bugs present in or arising from your use of the App or Service that are not caused by or attributable to us;

- (f) any other matter that is outside of our reasonable control including without limitation, any act or default of any third party supplier, device manufacturer or provider of a device operating system.
- 5.2 We do not accept any liability under this Contract for any product or service advertised, promoted, offered or sold by third party service providers on the Service. While all reasonable efforts will be made to ensure that the information contained in the Service provided by us is as accurate as possible, we do not accept any liability and make no representations or warranties in relation to the accuracy or completeness of such information. Some of the content on the Service is provided by third parties. The availability of such content is outside our control and we will not be responsible for any suspension or loss of such content.
- 5.3 Nothing in this Contract limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any matter that we cannot exclude or limit as a matter of law.
- 5.4 These limitations do not affect your legal rights. If you require advice on your legal rights, you should refer to <http://adviceguide.org.uk>.

## **6. Privacy and Personal Information**

- 6.1 You confirm that any member of the Sky group may use and share information we hold about you with other companies in the group and with Vodafone including for market research and the marketing of Sky's products and services. This may include sending you marketing by email or SMS about NOW TV (where you have taken the NOW TV Entertainment Pass) or other similar products and services unless you advise us of your preference not to receive such forms of marketing.
- 6.2 Information held by the Sky group about you may also be shared with other companies outside the group, including for sales and marketing purposes and for market research on products and services, unless you advise us of your preference not to share such information such with third party companies.
- 6.3 If you have not already told us that you do not want to receive marketing by email or SMS, or us to share information about you with companies outside the British Sky Broadcasting group if you are taking the NOW TV Entertainment Pass service, please contact NOW TV by emailing: [optout@nowtv.com](mailto:optout@nowtv.com).

## **7. Changes to this Contract**

- 7.1 We may make changes to this Contract from time to time. We will give you one calendar month's notice of any changes that affect you.
- 7.2 If we reasonably believe a change will not disadvantage you we may include it without notice. Your first use of the App or Service after you have been notified of the changes will constitute acceptance of such changes.

## **8. Termination**

- 8.1 Once you have selected to receive the Service, you will only be able to terminate or end your access to the Service in accordance with the terms of your Vodafone Contract.

- 8.2 We may suspend or end this Contract by giving you seven days' notice at any time if you break any of the terms in this Contract or any offer you have selected, or act in a way towards our staff or agents which we reasonably consider to be inappropriate.

- 8.3 The Service is made available via Vodafone's network under an agreement between us and Vodafone. If our agreement with Vodafone ends and the Service can no longer be provided to you, we or Vodafone will give you written notice of this fact and tell you the date that your Service will end. In respect of standalone subscriptions only Vodafone will refund any part of a subscription payment received by Vodafone that relate to the Service (or part of the Service) for the period after the Service ends.

- 8.4 If you no longer have the right to access the Service under your Vodafone Contracts or any of your Vodafone Contracts are terminated or suspended your access to the Service will automatically end or be suspended (as applicable) at that point.

- 8.5 We will not refund any payments made to Vodafone for the Service if we end this Contract because you have broken a term in it.

## **9. Intellectual Property**

- 9.1 All copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the App or Service shall remain at all times vested in us or our licensors. You are permitted to use this material or content only as expressly authorised in writing by us or our licensors. You will not, and you will not assist or facilitate any third party to, copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such material or content.
- 9.2 If you become aware of any such distribution or commercial exploitation, you agree to notify us immediately.
- 9.3 You acknowledge that if you post materials via the Service or App, you grant to us and our licensors and assigns an irrevocable, perpetual, royalty free, worldwide licence to use the materials as part of the App or Service and in any other manner. The licence extends to copying, distributing, broadcasting and otherwise transmitting and adapting and editing the materials.

## **10. Right To Transfer The Contract and Third Parties**

- 10.1 We can transfer our rights and obligations under the Contract to any company, firm or person. We can only do this if it does not affect your rights under the Contract in a negative way.
- 10.2 The Contract is personal to you. You may not transfer your rights or obligations under this Contract to anyone else and no third party is entitled to benefit under this Contract except pursuant to Clause 10.1.

## **11. Law**

This Contract is governed by English Law. Any disputes can be dealt with by the courts in England and Wales or any other UK court that could lawfully deal with the case.