

Sky Terms and Conditions

References below to "we", "us" or "Sky" mean British Sky Broadcasting 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 Sky Sports Mobile TV service to you in accordance with your eligible Vodafone tariff. All payments for the Service are collected by Vodafone and your access to the Service is also subject to Vodafone's terms and conditions which are set out above. For help with the functionality of the App or your login details you can contact Sky Sports Mobile TV customer service by telephoning 081 871 9819. Sky is not responsible for your mobile phone, the mobile network provided by Vodafone, the data services necessary to access the Sky Sports Mobile 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 Sky Sports Mobile TV app (the "App") from your relevant App Store provider. You will need to set up an account to access the Service via the App. If you do not already have a Sky ID 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 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 App description page within your relevant device application store. By using this Service, you agree that we may use and share information we hold about you

in accordance with Clause 6 below and Sky's privacy notice which can be found at <http://www.sky.com/privacy> If you download the App 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.

The service

1.1 The "Service" means the Sky Sports Mobile TV channel package option(s) we offer ("Option") and chosen by you. The Service enables you to access Sky Sports Mobile TV via the Vodafone network. You cannot choose individual channels within any Option.

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 Option. If we withdraw your chosen Option we will move you onto the nearest equivalent Option.

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 and/or 4G 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 or ROI.

3.3 You must not or authorise or assist any third party to:

1. copy (except as permitted by law), redistribute or relay the whole or any part of materials included within the App or Service; or
2. sell or make any charge for watching or using any part of the App or Service; or
3. show any part of the App or Service in public to an audience, even if no charge is made; or
4. use the App or Service for any improper or unlawful purpose; or

5. access the Service or stream any content available via the Service from any device which is located outside of the UK or ROI

You agree to follow our reasonable instructions concerning your use of the Service.

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.

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.

5. Liability

5.1 We will not be responsible or liable under this Contract for any loss or damage caused by:

1. failure, interruption or delays to the App or Service caused by events outside our reasonable control;
2. your negligence or your failure to follow our reasonable instructions or the terms of this Contract
3. us or our employees or agents in circumstances where:
4. there is no breach of a contractual obligation or legal duty of care owed to you by us or our employees or agents;
5. 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;
6. any incompatibility of the App or Service with any hardware and/or software on your mobile phone;
7. 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;
8. 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.

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 Sky Mobile TV 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, please contact Sky Sports Mobile TV customer service by telephoning +44 8442 411 531 or emailing apps@bskyb.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.

8.4 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.

8.5 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.

8.6 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 the by courts in

England and Wales or any other UK court that could lawfully deal with the case.