

**EE Film Club Film On Us - Terms and Conditions**

**1. Eligibility**

- 1.1 Throughout these terms, “you” and “your” means an EE customer and “we”, “our” or “us” means EE Limited.
- 1.2 Wuaki is a digital video on demand entertainment platform that provides access to films, TV programming and documentaries. The content provided on the Wuaki platform is available to buy or rent.
- 1.3 Between 07.10.2016 and 26.10.2016, or until stocks of our text codes last if earlier (the “**Voucher Offer Period**”), all active Pay Monthly EE consumer customers subscribing to Wuaki can rent one film up to the value of £5 (the “**Voucher Film Offer**”).
- 1.4 To participate in the offer, you must:
  - 1.4.1 be aged 18 or older;
  - 1.4.2 be a resident of the United Kingdom and Northern Ireland, the Channel Islands or the Isle of Man (the “**UK**”);
  - 1.4.3 become a Wuaki account holder. This means you must, accept the Wuaki.tv Terms of Use, Contractual Conditions and Privacy Policy and Cookies. You can find these at:  
[https://uk.wuaki.tv/pages/terms\\_and\\_conditions\\_of\\_use](https://uk.wuaki.tv/pages/terms_and_conditions_of_use)  
[https://uk.wuaki.tv/pages/terms\\_and\\_conditions](https://uk.wuaki.tv/pages/terms_and_conditions)  
[https://uk.wuaki.tv/pages/privacy\\_policy](https://uk.wuaki.tv/pages/privacy_policy)
  - 1.4.4 have a smart television, mobile phone, desktop computer, tablet or Xbox 360 or Xbox One (or any other gaming console compatible with the Wuaki platform). The Wuaki app does not currently support BlackBerry or Windows Phone; have access to minimum internet speeds of 3mbps to stream; and
  - 1.4.5 ensure your EE account is up to date with no outstanding balance due.

**2. Redeeming the Voucher Film Offer**

- 2.1 60,000 codes (the “**Voucher Offer Codes**”) will be made available to eligible customers during the Voucher Offer Period. Eligible customers will be contacted by MMS or SMS with their Voucher Offer Code. Subject to satisfying the eligibility requirements under clause 1, each Voucher Offer Code you receive entitles you to one free film rental up to the value of £5 to stream by 23:59 on 26.10.2016 (the end of the Voucher Offer Redemption Period, as described below). Voucher Offer Codes not redeemed by this date will no longer be valid.
- 2.2 Voucher Offer Codes are non-transferable, not exchangeable or redeemable for cash or other goods or services. There is no cash alternative for the Voucher Offer Codes and they are not for resale.
- 2.3 Once you have received your Voucher Offer Code, you can redeem it and select one film up to the value of £5 to stream between 00:01 on 07.10.2016 until 23:59 on 26.10.2016 (the “**Voucher Offer Redemption Period**”).
- 2.4 You must select a title from the EE section of Wuaki.tv and enter the Voucher Offer Code before renting. Please remember that only selected films are available to rent as part of this Voucher Film Offer and only up to the value of £5. You can check the available titles each week at the EE section of Wuaki.tv. If you’re accessing Wuaki using a games console or through a smart TV you will not see an EE specific film library. To choose an eligible film, you’ll need to check the EE section on the Wuaki mobile app or on the Wuaki web page at <http://ee.wuaki.tv/> and input the Voucher Offer Code at the checkout. Before you stream, please make sure that the film has been discounted to zero.
- 2.5 Once Wuaki has confirmed you have successfully redeemed your Voucher Offer Code for your chosen film, the rental will last 48 hours or until 23:59 on 26.10.2016, whichever is sooner. You can pause and resume viewing of your rental and view it as many times as you like within 48 hours but you’ll only be able to view the film on one device at any time. The rental is for your private use only.
- 2.6 The Voucher Film Offer can only be redeemed in the UK and as rentals are only available to stream, you must make sure that you have internet coverage whilst viewing your chosen film. We

advise you to stream your rental over WiFi otherwise streaming may use up data from your inclusive data allowance you may have with your mobile or broadband plan. Data charges will apply if you exceed your price plan's inclusive data allowance.

### **3. Films & Content**

- 3.1 The content provided on Wuaki's entertainment platform is available on an "as is" basis and neither we nor Wuaki promise that all the films advertised on the site will always be available or form part of this EE offer.
- 3.2 The content available on Wuaki's entertainment platform, including the films available as part of this promotion, will be classified for viewing by audiences of a certain age. Some of the content provided on the platform may not be suitable for anyone under the age of 18. If children use the platform, parents or guardians should supervise their use. You understand that the trailers and films may contain material that is unsuitable for those under 18 years of age or other content you may consider offensive or otherwise objectionable. Neither we nor Wuaki are liable to you for any content provided as part of the platform or the offer which you find offensive or objectionable or where you allow others to view this content using your account.
- 3.3 If you're a mobile customer streaming content over our mobile network onto your compatible device, we'll verify your age further in accordance with EE's parental controls. For more information see the Parental Controls FAQ on our Help page at <http://ee.co.uk/help/safety-and-security/my-digital-life/content-lock---change-my-settings>

### **4. General**

- 4.1 The terms of this offer do not form part of your contract with us for the provision of mobile or broadband services. We reserve the right to vary or withdraw this offer before 26.10.2016 at our sole discretion. If you terminate your Wuaki or EE account you will not be eligible for the promotion.
- 4.2 You are responsible to pay all costs and expenses (including but not limited to, all telephone calls or internet charges) you may incur when using Wuaki's entertainment platform.
- 4.3 You can pay for any additional Wuaki content you wish to buy or rent using a debit or credit card issued in the UK; this is processed by Wuaki and we will not be responsible to you if (i) payment is cancelled; or (ii) fails and you miss out on the EE offer. Please contact Wuaki customer services (listed below) if you experience these problems.
- 4.4 We will not be liable to you at all for any loss or damage including loss of data, loss of content, or an inability to participate in the offer caused by (i) errors or interruptions to your ability to stream or transmit content not directly caused by our mobile or broadband network; (ii) a virus or other error caused by your use of the Wuaki entertainment platform; or (iii) Wuaki's refusal to accept your application to register, use or access its entertainment platform.
- 4.5 This agreement is governed by the laws of England and Wales. Any disputes arising shall be heard exclusively in this jurisdiction.

### **5. Privacy**

- 5.1 Wuaki will share with us information about how you participate in the offer including information about the date and time you redeemed your voucher code, the title and genre of your film rental and the platform you used to watch it. We will use this information for analytics and for reporting purposes. Wuaki will also share your email address with us so we can send you emails on EE products and services which may be of interest to you and to provide you with offer information and updates. You can stop receiving marketing emails at any time by following the instructions to unsubscribe provided on the email.
- 5.2 Any information collected about you through the offer including your film preferences will be used in accordance with our privacy policy, and for direct marketing purposes unless you tell us otherwise. Please review our privacy policy at [www.ee.co.uk/privacy-policy](http://www.ee.co.uk/privacy-policy) for full details on how we use your personal information.

### **6. Contacting us**

- 6.1 If you experience difficulties with your text code or it won't work, please speak with us directly by calling customer services on 150 for free from your EE mobile or 07953 966 250 (call charges may apply).

6.2 If you experience difficulties whilst streaming your film rental or have any other concerns with Wuaki's platform, customer service or terms and conditions, please contact [help-uk@wuaki.tv](mailto:help-uk@wuaki.tv) or call Wuaki on 01704 450177. Call charges may apply.