



APPLE ARCADE

SMART BENEFIT TERMS

Date 2 September 2020

Smart Benefit & Eligibility

1. Apple Arcade ("**Apple Arcade**") provides you with access to over 100 games with unlimited access (the "**content**").
2. **Apple Arcade** is available as a Smart Benefit for Smart iPhone Plan customers and Full Works iPhone Plan customers from from 02.09.2020.
3. If you are an existing **Apple Arcade** member your access will supersede your existing subscription for 24 months. After this period or if you change price plans you may continue to be charged by Apple unless you cancel your existing subscription directly with Apple.
4. To subscribe to the Smart benefit text ARCADE to 150 from your mobile device and receive a voucher code. To redeem your voucher code follow the link provided. The voucher code is only available for 30 days.
5. Data used whilst streaming the **content** and all other activities such as downloading the app and viewing advertising will decrement from your EE Price Plan's inclusive data allowance. You can otherwise play the **content** on your EE device using Wifi or by purchasing a data add-on.
6. Availability is subject to credit status.
7. **Apple Arcade** is only available to customers on an eligible price plan using a compatible iPhone or tablet using the iOS operating systems.
8. **Apple Arcade** is not available to customers on a 4GEE WiFi Price Plan or customers with a device using any operating system other than iOS.
9. **Apple Arcade Add-on** will start as soon as we accept your request.
10. When entering into a contract for digital content you're entitled to a 14 day cooling off period, except where you enter in to a contract in store. Once you've entered into a contract for these Additional Services, you'll have 14 days to tell us you've changed your mind. However, once you've accessed **Apple Arcade** (e.g. by viewing the **content**) we'll assume that you've decided to waive this right to change your mind and you'll lose your right to cancel, except in accordance with the cancellation process described above.
11. We may suspend access to or terminate your contract if you fail to pay a bill by the date set out on it or commit another material breach of your Agreement for mobile network services (visit [here](#) to read the latest version of our terms and conditions).
12. In order to provide **Apple Arcade** we will monitor your access to **Apple Arcade**. We'll process this information in accordance with EE's privacy policy, details of which can be found here <http://ee.co.uk/privacy-policy>.
13. **Apple Arcade** is for personal and non-commercial use only. It's your responsibility to ensure that **content** accessed by under 18s is suitable for those viewing it. **Content** available via **Apple Arcade** may change from time to time.
14. You must download and register the App on a mobile device containing an EE SIM card that uses iOS 13 or above. The App and Service is provided by Apple Distribution International ("Apple"). You must read and accept the Apple Media Services Terms and

Conditions including the terms of use for **Apple Arcade**. You agree to use the App and Service at your sole risk. EE is not responsible for examining or evaluating the content or accuracy of any third-party services, and shall not be liable for any such third party services. Data displayed by the App and Service is for general informational purposes only and is not guaranteed by EE. Full terms can be found at <https://www.apple.com/uk/legal/internetservices/itunes/uk/terms.html>

15. To subscribe to **Apple Arcade** you will be required to enter an Apple ID with a valid payment method associated. If you do not have an existing Apple ID, you will be required to register for one. When registering, you must provide Apple with some personal information, such as Your name, birth date, email address, passcode and responses to security questions. The information you supply when creating an Apple ID will be processed in accordance with Apple's privacy policy. Visit <https://www.apple.com/uk/privacy/privacy-policy/> for more information. We will contact you to remind you to create an Apple ID in order to make full use of the service.
16. We will share information about you with Apple and vice versa. This will happen in circumstances that relate to the administration of your Subscription and to prevent and detect fraudulent or unlawful activity. We'll process this information in accordance with EE's privacy policy, details of which can be found here <http://ee.co.uk/privacy-policy>.
17. Access to **Apple Arcade** is available using your mobile data or over WiFi. If you use data when using the Service, your EE Price Plan's inclusive data allowance will decrement. Your data allowances will also decrement when downloading Apps available as part of the **Apple Arcade** service from the App Store. If you are using the App on a non-EE mobile device, data charges from your mobile provider may apply.