

## BRITBOX WITH INCLUSIVE DATA STREAMING

ADD-ON TERMS

Version

Date

2

19 August 2020

## The Offer & Eligibility

- 1. The offer (the **"offer"**) comprises:
  - a. six months' access (the "offer period") to BritBox (currently £5.99/month value) ("BritBox"), which provides you with access to a selection of popular on demand British content (the "content"); and
  - b. six months' data to stream the **BritBox** content on your EE device, in accordance with these terms and conditions.
- 2. The offer is available to new and existing consumer 4G and 5G Customers on a pay monthly phone, 12 month SIM only plan or with a tablet on a 4GEE WiFi price plan who are UK residents and have not previously benefited from the offer. Please note customers on our Small Business 4GEE, Smart Watch, SME and Business Connect plans are not eligible for the offer.
- 3. If you have an existing BritBox account you can take the BritBox Add-on by cancelling your existing BritBox subscription. When you sign up with EE for the BritBox Add-on, BritBox will switch the billing of your existing subscription over to an EE billed account (unless you subscribed via iTunes in which case you will need to cancel your own subscription). Note you will lose any existing prepaid access and current discounts. We therefore recommend you take the offer with EE towards the end of your current BritBox billing period and any Britbox offer period. Alternatively, you could take the BritBox Add-on as an additional BritBox subscription (in which case you must register using a secondary email address and your existing BritBox account will continue and will be charged until you cancel it).
- 4. During the offer period, data used whilst streaming the content on the BritBox app on your EE device in countries covered by your Plan allowance will not decrement from your EE Price Plan's inclusive data allowance, save that if you do not have any data remaining from your Price Plan's data allowance, you will be unable to watch the content or use any of the connected features using mobile data. You may still be able to watch the content on your EE device using Wifi or by purchasing a data add-on. Note that all activities other than live streaming or watching the content on the BritBox app, such as viewing advertising and live streaming or watching content on the BritBox website,will decrement from your plan's data allowance.
- 5. Availability is subject to credit status.
- 6. If we accept your request to transfer your EE account to a new person, they will not be entitled to benefit from this **offer**.
- 7. The **offer** is only available to customers using a compatible mobile phone or tablet using the iOS or Android operating systems. See <u>britbox.co.uk</u> for compatible devices.
- The offer is not available to customers on a 4GEE WiFi Price Plan with a device other than a tablet, or customers with a device using any operating system other than iOS or Android.
- 9. https://ee.co.uk/help/help-new/terms-and-conditionsAfter six months, you will be charged the standard monthly price for an individual **BritBox** subscription (currently £5.99 (inc VAT) a month) unless you choose to cancel. We'll apply the charge to your EE Account each month until you ask us to remove it. You can cancel the **BritBox** add-on at any time. The service will be removed at your next renewal date, which is on the monthly anniversary of the addon being added. If at the time of cancellation you have not already been billed for that period it will be charged in full on your next bill. As soon

as the **BritBox** add-on is removed from your account, you will no longer be able to access **BritBox**.

- Access to BritBox is available on your EE device using your mobile data or over WiFi. After six months, if you use data when using BritBox, your EE Price Plan's inclusive data allowance will decrement. Your data allowances will also decrement when downloading the App.
- You may also access your BritBox account via other compatible equipment. See <u>britbox.co.uk</u> for compatible equipment, which may change from time to time. If you are using BritBox on a non-EE mobile device, data charges from your mobile provider may apply.
- 12. If you choose to upgrade, move plans or enter into a new contract for mobile services, you'll be unable to benefit from this offer again or from any further offer period of access to BritBox.
- 13. You must remain eligible throughout the offer period to continue to receive it.
- 14. BritBox is provided to you as an Additional Service and does not form part of your Price Plan with us. This Additional Service can be added to each eligible line on your Account. We may refer to the Additional Service as an 'add-on' in MyEE, on your bill, online and when you call or text customer services. You cannot have more than one BritBox addon per eligible line registered to your Account.
- 15. Any change to the cost of the Additional Service, to the Content provided, or to the terms and conditions shall, if applicable, only entitle you to cancel the Additional Service. Such changes shall not entitle you to cancel your Agreement with us for mobile network services.
- 16. If you choose to cancel BritBox, for whatever reason, or if we have to remove it from your account because you've failed to comply with these terms and conditions or the BritBox Terms and Conditions, you'll forfeit the opportunity to add this add-on, or any standalone access to BritBox to your Account again for any offer period.
- 17. 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 **BritBox** (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.
- 18. We may suspend access to or terminate your contract for the Additional Services 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 <u>here</u> to read the latest version of our terms and conditions).
- In order to provide this add-on we will monitor your access to BritBox. We'll process this information in accordance with EE's privacy policy, details of which can be found here <u>http://ee.co.uk/privacy-policy</u>.
- 20. BritBox 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 BritBox may change from time to time.

- 21. You must set up your BritBox account on a mobile device containing an EE SIM. The BritBox service is provided by BritBox SVOD Limited (company registration number 11801341). You agree to use BritBox 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 **BritBox** is for general informational purposes only and is not guaranteed by EE. You must read and accept the BritBox Terms and Conditions. Full terms can be found at https://www.britbox.co.uk/terms.
- 22. Access to content outside of the UK, the ability to watch content on a compatible television or to watch on other devices are subject to the terms and conditions of BritBox. For details see <u>https://www.britbox.co.uk/terms</u>.
- 23. We will share information about you with **BritBox** and vice versa. This will happen in circumstances that relate to the administration of your **BritBox** service 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 <u>http://ee.co.uk/privacy-policy</u>.
- 24. EE reserve the right to withdraw the **offer** at any time.