



# MTV PLAY WITH INCLUSIVE DATA STREAMING

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ADD-ON TERMS

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Version 2

Date 24<sup>th</sup> July 2020

## The Offer & Eligibility

1. The offer (the "**offer**") comprises:
  - a. six months' access (the "**offer period**") to MTV Play ("**MTV**"), which provides you with access to live and on demand shows from MTV (the "**content**"); and
  - b. six months' data on us.
2. The **offer** is available to customers as set out in paragraph 3 below, taking the **MTV** add-on for the first time. Customers must request the add-on on or before 23.59 31 August 2020.
3. The **offer** is available to new and existing Consumer and Small Business 4GEE Customers on a Pay Monthly phone, 12 month SIM only phone plan or with a tablet on a 4GEE WiFi Price Plan who have not previously benefited from the **offer**. Please note customers on our Business Connect plans are not eligible for the **offer**.
4. During the **offer period**, data used whilst streaming the **content** whilst 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 of 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** using Wifi or by purchasing a data add-on. Note that activities other than live streaming or watching the **content**, such as traffic related to signing up, analytics, customer support and text related to content, 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. Offer only available to customers using a compatible mobile phone using the iOS or Android operating systems.
8. This **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. The **offer** will start as soon as we accept your request and will run in six consecutive months and cannot be deferred, paused, transferred to another EE customer of any type or redeemed in stages. We therefore advise you download the **MTV** app immediately if you have not already done so. You must register on the **MTV** app before 31<sup>st</sup> December 2020.
10. After six months, you will be charged £3.99 (inc VAT) a month for **MTV** until your next renewal date after 31<sup>st</sup> January 2021, at which time **MTV** will be removed from your account. You can cancel the **MTV** add-on at any time. If you choose to cancel before 31<sup>st</sup> January 2021 and you are being charged for the service, it will be removed at your next renewal date, which is on the monthly anniversary of the add-on 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 **MTV** add-on is removed from your account, you will no longer be able to access **MTV**.

11. Access to **MTV** is available using your mobile data or over WiFi. After six months, if you use data when using **MTV**, your EE Price Plan's inclusive data allowance will decrement. Your data allowances will also decrement when downloading the App.
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 **MTV**.
13. **MTV** 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'll refer to it as an add-on in MyEE, on your bill, online and when you call or text customer services. You cannot have more than one **MTV** add-on per eligible line registered to your Account.
14. Before requesting an add-on for this Additional Service you must acknowledge and understand that any change to the cost of **MTV** or the Service, will only entitle you to cancel the Additional Service. Such changes do not entitle you to cancel your Agreement with us for mobile network services.
15. If you choose to cancel **MTV**, 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 **MTV** Terms and Conditions applicable to your use of **MTV**, you'll forfeit the opportunity to add this add-on, or any standalone access to **MTV** to your Account again for any offer period.
16. 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 **MTV** (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.
17. 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 here to read the latest version of our terms and conditions).
18. In order to provide this add-on we will monitor your access to **MTV**. 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>.
19. **MTV** 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 **MTV** may change from time to time.

20. You must set up your **MTV** account on a mobile device containing an EE SIM. The **MTV** service is provided by Viacom International Media Networks U.K. Limited, ("**Viacom**"). You agree to use **MTV** 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 **MTV** is for general informational purposes only and is not guaranteed by EE. You must read and accept the **MTV** Terms and Conditions. Full terms can be found at <http://www.mtv.co.uk/mtv-play-terms-conditions>
21. Access to **content** outside of the UK is subject to the terms and conditions of **MTV**. See **MTV** Terms and Conditions for further rules on content accessibility.
22. We will share information about you with **Viacom** and vice versa. This will happen in circumstances that relate to the administration of your **MTV** 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 <http://ee.co.uk/privacy-policy>. Viacom will process this information in accordance with its Privacy Policy details of which can be found here [www.mtv.co.uk/legal/privacy-policy](http://www.mtv.co.uk/legal/privacy-policy).