



# EE GAMER'S DATA PASS

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ADD-ON & SMART BENEFIT TERMS

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Version 4

Date 20 September 2021

## The Offer & Eligibility

1. The **EE Gamer's Data Pass** is only available as an **Additional Service** at a cost of £7.99 (inc VAT) per month, or as a **Smart Benefit** (previously known as Swappable Benefit) for Smart Plans.
2. The **EE Gamer's Data Pass** is available to new and existing Consumer and Small Business 4GEE Customers on a Pay Monthly phone, 12 month SIM only phone plan or on a Pay Monthly tablet plan, or as a **Smart Benefit** for customers who took out a Smart Plan between 1 May 2019 and 26 May 2020. Please note customers on our Business Connect plans are not eligible for the **EE Gamer's Data Pass**.
3. It is made available on a 30 day rolling contract. We'll apply the charge to your Account each month until you ask us to remove it. Unless you have the **EE Gamer's Data Pass** as a **Smart Benefit**.
4. Availability of the **EE Gamer's Data Pass** as an **Additional Service** is subject to credit status.
5. The **EE Gamer's Data Pass** has been tested to work on the iOS or Android operating systems. We will not stop you from using other devices but we cannot guarantee that any data you use on alternative devices or devices using an operating system other than iOS or Android will be zero rated.
6. If you are using an Apple device using iOS 15 or later and have iCloud Private Relay switched on, we will not be able to link your EE customer ID to all of your activity and some or all of the data used will not be zero rated.
7. The **EE Gamer's Data Pass** will be added to your account as soon as we accept your request. Whilst you have the **EE Gamer's Data Pass** data used whilst playing games such as Pokémon Go, FIFA Mobile, Star Wars Galaxy of Heroes, Harry Potter: Wizards Unite and streaming content on Twitch (the "**Content Apps**") whilst in countries covered by your Plan allowance will not be deducted 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 use your **EE Gamer's Data Pass** play games or to stream content from the **Content Apps** using mobile data. You will still be able to play games or to stream content from the **Content Apps** using Wifi or by purchasing a data add-on.
8. You can cancel the **EE Gamer's Data Pass** at any time but it may take up to 48 hours to be removed from your account. As soon as the **EE Gamer's Data Pass** is removed from your account data used whilst playing games and streaming and content on the **Content Apps** will be deducted from your EE Price Plan's inclusive data allowance.
9. If you access the **Content Apps** using a VPN or proxy then you will not be able to receive zero rated data as we will not be able to link your EE customer ID to your activity.
10. Not all use of the **Content Apps** will be zero rated. Using certain additional content in the **Content Apps** will be deducted from your Plan's data allowance. Examples of this are, adverts, advertising metrics, metadata, news articles, general browsing, images and content (including music, podcasts or radio broadcasts) from third party apps or websites accessed using the **Content Apps**, or uploading your own content. This list gives an indication of the types of content which may be chargeable but is not exhaustive. On occasion there may be circumstances beyond our control which may lead to data being deducted from your Plan's data allowance, we will endeavour to ensure this never happens. Your **EE Gamer's Data Pass** includes an additional 200MB data boost. This additional data allowance will be used in the same way as your Plan's data allowance (if you are on a Sharer plan only the account lead can receive this additional 200MB). This data will be added to your account when your plan data renews each month and does not roll over. This additional 200MB is not ringfenced for use in connection with the **Content Apps**.

11. We will not stop you from tethering other devices to your mobile device. However, the **EE Gamer's Data Pass** is not designed for this type of use and so we cannot guarantee that any data you use when tethering will be zero rated.
12. We may add or remove **Content Apps** from the **EE Gamer's Data Pass** at any time. We will notify you at least 30 days in advance of removing any **Content Apps**, unless there are reasons we can't (for example, if a content provider doesn't give us enough notice that they're withdrawing their content).
13. The **EE Gamer's Data Pass** does not include the cost of any subscription to the **Content Apps**. Separate terms will apply to your use of the **Content Apps**, for example you may need to subscribe to the **Content App**. You should also check directly with the supplier whether you will be able to access content in the **Content Apps** outside of the UK. It is your responsibility to read and comply with the terms of use for any of the **Content Apps** that you use with the **EE Gamer's Data Pass**.
14. In order to provide the **EE Gamer's Data Pass** we will monitor your access to the **Content Apps**. 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>.
15. There may be times when we have to share information about you with the suppliers of the **Content Apps** and vice versa. This will happen in limited circumstances that relate to the prevention of fraudulent or unlawful activity. We'll process this information in accordance with EE's privacy policy, details of which can be found here [www.ee.co.uk/privacy-policy](http://www.ee.co.uk/privacy-policy).
16. The **EE Gamer's Data Pass** is provided to you as a **Smart Benefit** or as an **Additional Service**. As an **Additional Service** it does not form part of your Price Plan with us. It 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 add-on of this type per eligible line registered to your Account.
17. Before requesting this add-on as an **Additional Service**, you must acknowledge and understand that any change to the **EE Gamer's Data Pass**, the add-on's cost or the **Content Apps** included, 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.
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 here to read the latest version of our terms and conditions).
19. The **EE Gamer's Data Pass** 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 **Content Apps** may change from time to time.