

BT Sport App - terms and conditions applicable to EE mobile customers.

Valid from 27 July 2016

These terms apply to all EE mobile customers downloading and using the BT Sport App.

Here is a brief summary of some key points which we'd like to draw to your attention.

- It's important you realise that BT Sport is a service which is variable and the Content may change from time to time. Content and functionality available via the BT Sport App may differ to the content available on other BT Sport platforms.
- If you experience an issue with your App that can't be resolved by an EE agent, we'll put you in touch with a BT agent who can assist. Alternatively, you can call BT directly on 0800 800 150.

Our Terms and Conditions for the BT Sport Service

Please take some time to read this Agreement. It's a legally binding contract between BT PLC ("**us**", "**we**" or "**our**") and you ("**you**" or "**your**") and it contains important information about the Service we're providing to you, including how we may change the Service, this Agreement and the Charges.

Please also take a look at our [Privacy Policy](#) It describes how we may use your personal and other information. You can find it at www.bt.com/privacy

The basics

1. **Who we are:** We're British Telecommunications PLC of 81 Newgate Street, London, EC1A 7AJ, registered in England with company number 1800000 (everyone knows us as BT).
2. **What words mean:** Some of the words and phrases in this Agreement have special meanings. They all start with a capital letter and are explained in the Definitions section at the end of this Agreement.
3. **What is this Agreement for and when does it start?**
 - 3.1 This Agreement sets out the terms and conditions for the use of the BT Sport application (the "**App**") and the Content provided through it (the "**Service**"). This Agreement commences as soon as you have downloaded the App.

The Service

4. **What am I getting?**
 - 4.1 The Service is a selection of Channels and other Content which may change from time to time and which is made available on the App. The Content on the App may vary from the Content available on other compatible platforms.
 - 4.2 The Service is for your personal, non-commercial use. You're responsible for the way the Service is used.
 - 4.3 You may watch:
 - (a) the Service only on devices in the United Kingdom, the Channel Islands or the Isle of Man.
 - 4.4 You agree that when using the Service you'll:
 - (a) follow the BT Policies;
 - (b) follow any reasonable instructions we give you about the Service and comply with our reasonable security checks;
 - (c) get any consents or permissions we need so we can provide the Service;
 - (d) tell us if you change your name, your Address, your email address, your mobile telephone number or anything else which we may need to know about;
 - (e) do everything you can to keep your BT ID username and password secure and confidential and prevent anyone else from using them;
 - (f) tell us straight away and change your BT ID password if you suspect or become aware of any breach of security of

your BT ID;

- (g) use the Service for lawful purposes (in line with all laws, statutes and rules in force in England and Wales, Scotland or Northern Ireland (if relevant));
 - (h) only access the Service on one device unless you also have a separate subscription for the Service; or
 - (i) ensure, where access to the App is provided via a mobile phone contract, you have the written permission of your mobile phone provider before accessing the Service on more than one device; and
 - (j) not do anything which might have a negative effect on: (i) our systems, networks, servers, brand, reputation or security; (ii) other customers' use of services or customers' equipment; (iii) other customers' security; or (iv) any other person's or business's systems, networks or security.
- 4.5 If we hold a reasonable belief that you've misused the Service, or authorised anyone else to misuse the Service, we might require you to reimburse us for any losses or damage we suffer as a result. Further details about misuse of our Service are set out in our Acceptable Use Policy, which you can read at www.bt.com/acceptableuse.
- 4.6 Your use of the Service and any software required to access or use the Service is protected by intellectual property laws, this Agreement and (if applicable) any additional terms of use and end user licence agreement you accept. You won't have to pay any charges under any end user licence unless you've agreed to do so.
- 4.7 All copyright, trademarks and all other intellectual property rights in all material or Content provided on or in connection with the Service will remain ours or, where applicable, our third party Content partners. No rights in any Content are transferred to you except where set out in these terms.
- 4.8 If you're required to download software from the App, including plug-ins, the software may send information about itself and your device (including in relation to usage) to us. The type of information we may collect about the software and your device under this Paragraph is explained in our privacy policy that you may access on www.bt.com/privacypolicy. By using the relevant software, you're indicating that you have read our privacy policy and you consent to the transmission of this information.
- 4.9 If you only have the Service via a mobile phone contract (whether with BT or another provider), you won't be able to view the Service on the BT Sport Website.

5. What you mustn't do

- 5.1 You mustn't do, or authorise others to do any of the following:
- (a) make unauthorised or unlawful recordings of any Content or copy (except as permitted under the Copyright Designs and Patents Act 1988, as amended from time to time, for example, you may be entitled to make recordings of broadcasts of programmes on your set top box or any other device for the purpose of watching those broadcasts at a more convenient time for you), publish, rent, reproduce, transmit, frame, reverse engineer, decrypt, decompile, disassemble, alter or commercially exploit the relevant software or any Content you watch, stream or download from the Service;
 - (b) reproduce any recording made using your set top box;
 - (c) re-distribute, re-broadcast or otherwise transfer any Content to any other person in any way;
 - (d) reproduce any recording made from the Service;
 - (e) display any Content in retail, business or commercial premises or for any business or commercial purpose;
 - (f) sell or make any charge for watching or using any part of the Service;
 - (g) show any part of the Service in public to an audience, even if no charge is made;
 - (h) attempt to breach any security or content protection rules relating to the Service, or compromise the security of any device used for viewing the Service or the security of the Content itself;
 - (i) edit, change, translate or create adaptations or other copies of any Content; or
 - (j) otherwise use any Content or any part of it except where this Agreement says you can.

6. Providing the Service to you – what we have to do for you

- 6.1 We will provide the Service using reasonable care and skill. We aim to provide a continuous, high-quality service but given the nature of the Service and the equipment we use to provide it, we can't guarantee that it'll be available all the time.
- 6.2 Sometimes faults or errors occur with the Service. We'll repair them as soon as we can. If there is a fault or error, please see Paragraph 9 which sets out what you can do.
- 6.3 Occasionally, we might have to interrupt, change or temporarily suspend some or all of the Service. If we do, we'll try to minimise the impact on you and restore it as quickly as we can.

The quality and availability of Content provided via the App is dependent on the quality and speed of your internet connection;

- 6.4 If any of your devices have (or we believe they have) been infected by malware (like a virus), we may take action (for example, by introducing software onto our network) to protect you and your device, to stop the spread of that infection on BT's network.
- 6.5 We try and make sure that the security features we provide are effective. Please back up your data to protect against loss or corruption.
- 6.6 We may prevent the copying of any Content from the Service.

Content

7. Availability of Content

- 7.1 The Service is a variable Service, and we can't guarantee the availability of Content. For example, some of the Channels and other Content are provided to us by third parties and we can't guarantee the availability of this Content.
- 7.2 We provide a wide range of Content as part of the Service. We may change the Content we supply as part of the Service from time to time, for example, certain Content may not be available, or may only be available in certain parts of the UK.
- 7.3 We aim to make Content available at the times shown, but these times may vary.
- 7.4 Availability of Content and Service Features is detailed on our website at www.bt.com/sport.
- 7.5 Please read Paragraph 12 to 15 see what you can do if any Content is withdrawn or becomes unavailable.

8. When we may restrict, suspend or end the Service

- 8.1 We may stop providing the Service to you and end this Agreement by giving you at least 30 days' written notice at any time.
 - 8.2 If you breach this Agreement we'll normally let you try to put things right within a reasonable time. We may limit, suspend (in part or fully) or end this Agreement and the Service immediately or upon notice:
 - (a) if we have to for legal or regulatory reasons;
 - (b) if we can't provide the Service any more (or part of it) or if we suspend or restrict a related service;
 - (c) where you're in breach of this Agreement and you don't put things right within a reasonable time;
 - (d) for any serious misuse of the Service or for any serious breach of this Agreement;
 - (e) if you or any other user of the Service act in any way towards our staff or agents which we believe is unsuitable or serious enough to justify suspending or ending the Service;
 - (f) if you fail to pay, whether through us or a third party, for the service that has provided you with access to the App;
 - (g) if we have reasonable grounds to suspect fraud or any other unauthorised activity or where it is reasonable for us to do so to protect our network and maintain quality of the Service;
 - (h) if your usage is significantly different to what we'd expect from a regular customer;
 - (i) if you act in significant breach of any other agreement you have with us and do not put things right within a reasonable time;
 - (j) if you use the Service in some way a consumer wouldn't; or
 - (k) if we reasonably believe you're using the Service in a way that does not comply with this Agreement.
 - 8.3 If we suspend or end the Service and this Agreement because you breach this Agreement, BT may (if legally required) give your details to the owner of any Content that is the subject of any unauthorised use or to any relevant enforcement agency. We may also remove any BT equipment which is being used in commercial premises.
 - 8.4 If we suspect there has been, or is likely to be, a security incident, we may suspend your BT ID login to protect your account and require you to change your password before allowing you to log back in.
 - 8.5 If we suspend or end the Service we'll tell you what needs to be done if we're going to restore the Service.
 - 8.6 Sometimes if you breach this Agreement we may ignore it or we may not enforce it. We may still choose to take action for that breach afterwards.
- 9.

If something goes wrong

- 9.1 If you're unable, for a prolonged and continuous period, to view or adequately view the Service on the App because of a fault in our broadcasting system, you'll be entitled to a credit that is proportionate to any subscription price you've paid for the App during the affected month. But we aren't responsible to you if the reason you can't access the Service is due to a fault on anyone else's broadcasting systems or telecommunication networks.

- 9.2 If you report a fault and we agree to your claim, we'll arrange for a credit to be made to you. We aren't responsible for paying you compensation for any losses caused by any equipment you use which we haven't provided.
10. **What we're not responsible for and limits on our liability**
- 10.1 We accept responsibility to an unlimited amount for death or personal injury caused by our negligence, or for our fraud or fraudulent misrepresentation or for any other liability that we can't by law exclude or limit.
- 10.2 We also accept responsibility for loss or damage to your physical property arising from our negligence. We'll pay up to £100,000 for any one event or series of connected events for this loss or damage.
- 10.3 Except as set out in Paragraphs 10.1 and 10.2 we won't pay you more than £5,000 in compensation in total in any 12-month period.
- 10.4 Except as set out in Paragraphs 10.1 and 10.2, we aren't responsible to you for:
- (a) any delay or failure by us which is caused by something beyond our reasonable control. This could include things like: lightning, flood, severe weather, fire, explosion, terrorist activities, epidemic, riots, war, anything done by government or other public authority, or strikes or other industrial disputes;
 - (b) any breach by you of this Agreement;
 - (c) any loss you suffer caused by you using the Service in breach of this Agreement;
 - (d) any commercial or businesses loss;
 - (e) any loss or damage caused by viruses or unauthorised use of, or attempts to access, the Service or any of your devices;
 - (f) any loss or disclosure of data or information, or any corruption or breach of data or information;
 - (g) any failure of safety, security or other alarm systems due to incompatibility with the Service, or any other reason which is not due to our fault or neglect;
 - (h) your use of any other equipment or hardware we haven't supplied; or
 - (i) losses which we could not reasonably have foreseen or which BT could not have contemplated when entering into this Agreement.
- 10.5 We aren't responsible for the operation of the third party equipment you use. We won't be responsible if you can't access the Service due to a fault with any of these.
- 10.6 We're not responsible if is the App or its Content suspended, interrupted or not available to you due to lack of an adequate internet connection or problems with your network coverage. You're responsible for any costs charged by your mobile network or third party internet service provider in relation to the provision of mobile network coverage or broadband internet connection necessary to use the App.

Changes we may make

11. **How we may change your Service, Channels, Content, Charges and the terms of this Agreement**
- 11.1 The Service, Channels, Content and terms of this Agreement are variable. We may change them at any time for the reasons set out in Paragraphs 12 to 15.
- 11.2 If we make any changes to your Service or the terms of this Agreement which cause you significant disadvantage (for example we substantially reduce the number of Channels (but not Red Button Channels) available on your service, or we increase the subscription price you pay for BT Sport:
- (a) we'll tell you at least 30 days before the change unless we're not reasonably able to give you 30 days' notice (for example, where the change is for legal or regulatory reasons), in which case we'll give you as much notice as possible; and
 - (b) where you pay for the Service directly from us, we'll give you the chance to end the Service by giving us 30 days' notice without having to pay any increased Charges.
- 11.3 We'll let you know about any other changes.
12. **How we may change the Channels or Content, features, or functionality**
- 12.1 We can change, add to, replace or withdraw any Channels or other Content, features or functionality, change or reduce the hours of broadcast on any Channel or encrypt or decrypt any Content or Channel, for any of following reasons:
- (a) the Content that's available to us changes (for example, we gain or lose the right to show particular sporting events and wish to change our Channels);
 - (b) if Channels or Content are provided to us by other broadcasters or organisations, and they stop making the Channels or Content available generally or to us, or they make changes to the Channels or Content;
 - (c) to allow us to change the way we charge you for certain Channels or other Content (for example when we add new Channels);
 - (d) in our opinion, it is no longer commercially sensible for us to provide that Channel or Content (for example

because it has become too expensive for us to buy sport content for broadcast);

- (e) we change the way we structure our Channels or Content (for example, we change the names, their Content or their description); and
- (f) to allow us to show the Service in a way that we consider enhances your viewing experience (for example by adding additional features online or in ultra HD).

13. **Other changes to the Channels or Content**

13.1 As we may provide our Service to you for a long period of time and because we can't always predict what the future may hold, we may need to make changes in circumstances other than those set out in Paragraph 12.1. We may therefore change the Channels or Content, features or functionality for any other reason. But if we decide to do so we'll give you notice, and you may be able to end your Service, in accordance with Paragraph 11.2.

14. **Changes to the Service or to the terms of this Agreement**

14.1 We may change the Service (including Content, features or functionality) and the terms of this Agreement:

- (a) to make this Agreement clearer or easier for you to understand or otherwise change it in a way that doesn't cause you any significant disadvantage;
- (b) to change, improve, update or add to the Service you receive (for example, if we add additional functionality to the Service);
- (c) to introduce new services;
- (d) to change the way we structure our Charges, the Service or Content (for example, we change the names of our products or Service or their description);
- (e) to add features or benefits to the Service (for example, we introduce a new security feature);
- (f) to add to or change the way we provide the Service to you (for example, we introduce new ways to deliver or receive the Service);
- (g) to reflect changes or developments in technology (for example, the way we provide the Service to you may develop over time, or new ways to pay for the Service may be introduced, or we may develop and introduce new systems which provide you with a better Service);
- (h) to withdraw, replace or remove any Service entirely or in part;
- (i) to make changes to certain technical specifications, for example, limits for transferring information which are associated with the service and the technology we use to provide the service to you;
- (j) to update, upgrade, enhance, or modify the Service (for example, to fix bugs or defects, to address security issues, to improve the software or a user interface or to change the appearance of your Service);
- (k) if our ability to provide the Service in a particular area changes (for example, your mobile or broadband coverage increases in a particular area);
- (l) to reorganise the way in which we structure or run our business; or
- (m) due to any change in the law, code, regulation, regulatory guidance or undertakings applicable to us.

15. **Other changes to the Service or to the terms of this Agreement**

15.1 As we may provide our Service to you for a long period of time and because we can't always predict what the future may hold, we may need to make changes in circumstances other than those set out in Paragraph 14.1. We may therefore change the Service or the terms of this Agreement for any other reason. But if we decide to do so we'll give you notice, and you may be able to end your Service, in accordance with Paragraph 11.2.

16. **Promotion, advertising and links to third party sites**

16.1 Your dealings with, or participation in promotions by, any third party advertisers on the Service are solely between you and such third party. You agree that we won't be responsible or liable for any loss or damage of any kind incurred by you as the result of any such dealings or as the result of the presence of such third parties on the Service.

17. **How to get in touch with us and how we'll contact you**

17.1 We'll give you any notice in writing by email or post. We'll send you all other notices by email, post, voicemail, text or other form of electronic message and will assume for notices by post that you've received them two Working Days after we've sent them.

17.2 You may contact us by phone at: 0800 800 150. Calls are free from landlines and BT mobiles, and charged at your operator's standard rate from other mobiles. You may also email us using your BT ID account or via any other method set out at www.bt.com/contact.

18. **Parental controls**

18.1 Some content may not be suitable for viewing or use by persons of all ages. It's your responsibility to ensure that the content viewed or used is suitable for those viewing or using it (including children). We're not responsible for this.

19. **Sorting out complaints**

- 19.1 From time to time you may need to contact us to sort out a problem that you're having with the Service. Our Customer Complaints Code tells you how to contact us and the process for dealing with any complaint or dispute. You may see a copy of the code at www.bt.com/complaintscode. Alternatively, you can ask us to send you a copy.
- 19.2 We'll try our best to work through any complaint or dispute that you may have with the Service. If we can't do this, you may be able to refer the matter to a dispute resolution service and get an independent view. Details of how and when to refer a dispute are set out in our Customer Complaints Code.
- 19.3 If we haven't reached an agreement within eight weeks of receiving your complaint, or we agree in writing before the eight weeks is up that the dispute will be settled by independent adjudication, you may refer your complaint for independent consideration through Alternative Dispute Resolution by the Ombudsman Services: Communications. You can find out more on their website at www.ombudsman-services.org/communications or by giving them a call on 0330 440 1614. This service is absolutely free of charge.
- 19.4 You may also be able to refer a dispute to the European Online Dispute Resolution platform at www.ec.europa.eu/odr. The platform is a web-based platform which is designed to help consumers who have bought goods or services online. It provides access to independent alternative dispute resolution services which are usually free for you to use.

20. **Other things we need to tell you**

- 20.1 Only you and us may enforce this Agreement. No other person has a right to enforce this Agreement or benefit from it (except in accordance with Paragraph 20.1).
- 20.2 If any of this Agreement is held not to apply or is not enforceable, all other paragraphs and sub-paragraphs will still apply.
- 20.3 We may record calls (including marketing calls) to help us with training and to prevent ID fraud.
- 20.4 This Agreement is under English and Welsh law and English and Welsh Courts have exclusive jurisdiction, unless:
- (a) you live in Scotland, in which case Scottish law applies and the courts of Scotland have exclusive jurisdiction; or
 - (b) you live in Northern Ireland, in which case the laws of Northern Ireland apply and the courts of Northern Ireland have exclusive jurisdiction.

Definitions

Address – means the address of your home that you tell us from time to time in the UK.

Agreement - means these terms and conditions and the BT Policies.

BT ID - means a user ID which we'll provide and a password that you must choose for use when accessing BT services.

BT Policies – means: (a) the Privacy Policy set out at www.bt.com/privacypolicy; (b) the Acceptable Use Policy set out at www.bt.com/acceptableuse; (c) the Complaints Code set out at www.bt.com/complaintscode; and (d) any other policies we tell you about from time to time, including any additional terms and conditions set out at www.bt.com/sport. We may need to change our policies every now and then to adapt to our customers' needs. Our latest policies will always be posted on our website which you may find by searching for the relevant policy on the "help" section. Please keep checking for updates.

Channels – means the channels we may offer as part of the Service.

Content – means the content we may offer as part of the Service including any audio-visual media such as TV programmes and films, applications, and/or other services, any Channels and on demand content (whether paid for or for free).

Service - means the BT Sport service provided by way of the BT Sport App (as described in Paragraph 4) consisting of the Content and features provided or made available by us, which can be accessed by the BT Sport App.