



EE ENTERTAINMENT DATA PASS

SMART BENEFIT TERMS

Version 1

Date 17 August 2022

The Offer & Eligibility

1. The **EE Entertainment Data Pass** is only available as a **Smart Benefit** to customers taking an All Rounder Plan with a limited data allowance. Please note customers on our Business Connect plans are not eligible for the **EE Entertainment Data Pass**.
2. The **EE Entertainment 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.
3. 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.
4. Whilst you have the **EE Entertainment Data Pass**, data used whilst streaming and downloading video content on the video content apps listed below and whilst streaming and downloading music content on the music content apps listed below (together the "**Content Apps**") whilst in countries covered by your Plan allowance will not be deducted from your EE Price Plan's inclusive data allowance:

Video Content apps	Music Content apps
Netflix, Amazon Prime Video, MTV Play, YouTube, YouTube Kids BBC iPlayer, BBC iPlayer Kids, Twisted Mirror, TV Player, BT Sport, BritBox	Apple Music, Spotify, Tidal, Deezer, BBC Sounds, and Primephonic

You must have a balance of your Price Plan's inclusive data allowance remaining, if you do not, you will be unable to use your **EE Entertainment Data Pass** to stream or download video content from the **Content Apps** using mobile data. You will still be able to stream or download video or music content from the **Content Apps** using Wifi or by purchasing a data add-on.

5. If you remove the **EE Entertainment Data Pass** as your Smart Benefit, as soon as it is removed from your account, data used whilst streaming and downloading video or music content on the **Content Apps** will decrement from your EE Price Plan's inclusive data allowance
6. 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.
7. Not all use of the **Content Apps** will be zero rated. Viewing certain additional content in the **Content Apps** will decrement from your Plan's data allowance. Examples of this are adverts, advertising metrics, metadata, news articles, general browsing, images and content (including videos, 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 Entertainment 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 additional 200MB is not ringfenced for use in connection with the **Content Apps**.

8. We will not stop you from tethering other devices to your mobile device. However, the **EE Entertainment 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.
9. We may add or remove **Content Apps** from the **EE Entertainment 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).
10. The **EE Entertainment Data Pass** does not include the cost of a 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** or buy a TV licence. 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 Entertainment Data Pass**.
11. In order to provide the **EE Entertainment 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>.
12. 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.
13. Before requesting this Smart Benefit, you must acknowledge and understand that any change to the **EE Entertainment Data Pass**, including the **Content Apps** included, will only entitle you to cancel the Smart Benefit. Such changes do not entitle you to cancel your Agreement with us for mobile network services.
14. The **EE Entertainment 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.