



# XBOX GAME PASS ULTIMATE

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## ADD-ON AND SMART BENEFIT TERMS

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Date: 17 August 2022

Version: 3

## **Eligibility**

1. Xbox Game Pass Ultimate Add-on (the "**Xbox Add-on**") provides you with access to Xbox Game Pass (for use on games console and Windows 10/11 PC), Xbox Live Gold (for use on games console only) and **Cloud Gaming (beta)** (for use on a compatible mobile device) (the "**services**"), for a monthly charge.
2. The **Xbox Add-on** is available as a chargeable add-on to new and existing consumer and Small Business 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 or as a Smart Benefit on eligible plans from 17 August 2022. Please note customers on our SME Business Connect and Smart Watch plans are not eligible for the **Xbox Add-on**.
3. The **services** are only available to customers using a compatible device. The list of compatible devices is subject to change. Please see <https://www.xbox.com/en-GB/xbox-game-pass> for compatible devices. Customers on an eligible plan with a device which uses the Huawei Mobile Services platform (where the Google Mobile Services platform is not available), may take the **Xbox Add-on** but may not be able to use **Cloud Gaming (beta)** on their iOS or Huawei device.
4. Availability of the **Xbox Add-on** is subject to credit status.
5. The **Xbox Add-on** 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.
6. You will receive an SMS within 14 days to complete activation of the **service** using your Microsoft account. Once you have activated the **service** the **Xbox Add-on** or Smart Benefit will be added to your account. If you already have Xbox Game Pass Ultimate direct from Microsoft, it will automatically be updated to the **Xbox Add-on** or Smart Benefit on your next renewal date and added to your EE account.
7. We'll apply the charge for the **Xbox Add-on** to your EE Account each month until you ask us to remove it. You can cancel the **Xbox Add-on** at any time. The service will be removed at your next renewal date, which is on the monthly anniversary of the **Xbox 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.
8. Data used whilst using **Cloud Gaming (beta)** will be deducted from your EE Price Plan's inclusive data allowance.
9. If you had an Xbox Games Pass direct from Microsoft and had accrued passes prior to taking the **Xbox Add-on** or Smart Benefit from EE, the accrued passes may still be available so you can access the **services** after the **Xbox Add-on** or Smart Benefit is removed from your account.
10. The **Xbox Add-on** 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 **Xbox Add-on** per eligible line registered to your Account.

11. Any change to the cost of the **Xbox Add-on**, to the **service**, or to the terms and conditions shall, if applicable, only entitle you to cancel the **Xbox Add-on**. Such changes shall not entitle you to cancel your Agreement with us for mobile network services.
12. When entering into a contract for digital content you're entitled to a 14-day cooling off period, except where you enter into 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 the **services** (e.g. by viewing the content or playing a game) 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.
13. We may suspend access to or terminate your contract for the **Xbox Add-on** or Smart Benefit 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).

### **General**

14. Xbox Game Pass Ultimate is for personal and non-commercial use only. It's your responsibility to ensure that **services** accessed by under 18s is suitable for those viewing it. Content available via the **services** may change from time to time.
15. Some content provided by the **services** may require additional hardware (e.g. a controller).
16. Access to content outside of the UK is subject to the terms and conditions of Microsoft.
17. The **services** are provided by Microsoft Ireland Operations Limited ("**Microsoft**"). You must read and accept Microsoft's Terms and Conditions. You agree to use **service** 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 via the **service** is for general informational purposes only and is not guaranteed by EE. Full terms can be found at <https://www.microsoft.com/en-gb/servicesagreement/>.
18. To access some features of the **services** you will be required to enter a Microsoft ID. If you do not have an existing Microsoft ID, you will be required to register for one. When registering, you must provide Microsoft with some personal information. The information you supply when creating a Microsoft ID will be processed in accordance with Microsoft's Privacy Statement which can be accessed via the Microsoft Services Agreement (see clause 17).