



APPLE ARCADE

OFFER TERMS

Version 1

Date 19 January 2022

The Offer & Eligibility

1. The offer (the "Offer") is for six months' free access (the "Free Period") to an Individual Apple Arcade subscription (the "Subscription") on the Apple Arcade App (the "App").
2. The Offer is available to new and existing Consumer and Small Business Customers on a Pay Monthly phone or SIM only phone plan customers with a 12 month minimum term who have not previously benefited from our six months' free Apple Arcade offer. Please note customers on our Business Connect plans are not eligible for this Offer.
3. Availability is subject to credit status.
4. If we accept your request to transfer your EE account to a new person, they will not be entitled to benefit from this Offer.
5. This Offer is only available to customers using a compatible mobile phone using the iOS operating system.
6. This Offer is not available to customers on a 4GEE WiFi or Tablet Price Plan or customers with a device using any operating system other than iOS.
7. You can select this Offer and request the add-on through My EE or by texting ARCADE to 150. If you select this Offer, you will then be sent a text message and will need to follow the instructions in this in order to activate the add-on. The Offer will start as soon as you select the Offer and we accept your request for the add-on (rather than when you activate the add-on) and will run in six consecutive months and cannot be deferred, paused, transferred to another EE customer of any type or redeemed in stages.
8. After six months, you will be charged £4.99 (inc VAT) (£4.16 ex VAT) a month for the add-on unless you choose to cancel. We'll apply the charge to your Account each month until you ask us to remove it (unless you have the add-on as a Smart Benefit). You can cancel the add-on at any time but it may take up to 48 hours to be removed from your account. As soon as the add-on is removed from your account, you will no longer be able to access the App.
9. During the Free Period, the Subscription will appear on your EE bill as an included benefit and not as a charge. After the Free Period, this will appear as a charge on your EE bill and, if the Free Period ended or you end up cancelling the add-on part-way through a billing period, the charge will be pro-rated.

10. If you move to a plan that is not eligible for this Offer or you cancel your EE contract, you will no longer be eligible for this Offer and the Offer will end.
11. Once you have benefited from this Offer, 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.
12. The 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'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.
13. Before requesting an add-on for this Additional Service you must acknowledge and understand that any change to the add-on's cost or the Service, will only entitle you to cancel the Additional Services. Such changes do not entitle you to cancel your Agreement with us for mobile network services.
14. If you choose to cancel the add-on, 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 Apple Media Services Terms and Conditions applicable to your use of the App, you'll forfeit the opportunity to add this add-on to your Account again for a free period.
15. 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 this Additional Service, you'll have 14 days to tell us you've changed your mind. However, once you've accessed the App (e.g. by streaming or downloading) 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.
16. We may suspend access to or terminate your contract for the Additional Service 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).

The App

17. The Subscription provides you with access to over 200 games with unlimited access (the "Service") on the App. With Apple Family Sharing, you can share your Subscription with up to five other family members.

18. The Service 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 Apple Arcade may change from time to time.
19. You must download and register the App on a mobile device containing an EE SIM card that uses iOS 14.7 or above. The App and Service is provided by Apple Distribution International Limited ("Apple"). You must read and accept the Apple Media Services Terms and Conditions including the terms of use for Apple Arcade (unless you have already done so previously). You agree to use the App and 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 by the App and Service is for general informational purposes only and is not guaranteed by EE. You must read and accept the Apple Media Services Terms and Conditions including the terms of use for Apple Arcade. Full terms can be found at <https://www.apple.com/uk/legal/internet-services/itunes/uk/terms.html>.
20. If you are an existing Apple Arcade member you will need to cancel your existing subscription directly with Apple. If you do not, you will continue to be charged by Apple.
21. To access some features of the Service you will be required to enter an Apple ID. If you do not have an existing Apple ID, you will be required to register for one. When registering, you must provide Apple with some personal information, such as Your name, birth date, email address, passcode and responses to security questions. The information you supply when creating an Apple ID will be processed in accordance with Apple's privacy policy. Visit <https://www.apple.com/uk/privacy/privacy-policy/> for more information. We will contact you to remind you to create an Apple ID in order to make full use of the Service.
22. We will share information about you with Apple and vice versa. This will happen in circumstances that relate to the administration of your Subscription 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>.
23. Access to the App is available using your mobile data or over WiFi. If you use data when using the App, your EE Price Plan's inclusive data allowance will be deducted. Your data allowances will also be deducted when downloading the App. If you are using the App on a non-EE mobile device, data charges from your mobile provider may apply.