



APPLE MUSIC INCLUDING DATA STREAMING

OFFER TERMS

Version 4

Date 14 December 2022

The Offer & Eligibility

1. The offer (the "Offer") comprises:
 - a. Six months' free access (the "Free Period") to an Individual Apple Music subscription (the "Subscription") on the Apple Music App (the "App"); and
 - b. Six months' Apple Music data on us (the "Data Offer").
2. The Offer is only available to new and existing customers on a Consumer Pay Monthly phone or SIM only phone plan with a 12 month minimum term who have not previously benefited from one of our six months' free Apple Music offers or had a standalone add-on for Apple Music Data Streaming, unless we specifically invite you to benefit from the Offer. Please note customers on our Business Connect and Small Business plans are not eligible for this Offer.
3. For six months, data used whilst streaming or downloading from the App whilst in the UK will not be deducted from your EE Price Plan's inclusive data allowance, save that if you do not have any data remaining of your Price Plan's data allowance, you will be unable to stream or download music or use any of the connected features using mobile data. You may still be able to access the App using Wifi or by purchasing a data add-on.
4. If you are using an Apple device using iOS 15 or later and have iCloud Private Relay or any other VPN service 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.
5. Availability is subject to credit status.
6. If we accept your request to transfer your EE account to a new person, they will not be entitled to benefit from this Offer.
7. This Offer is only available to customers using a compatible mobile phone using the iOS or Android operating systems.
8. 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 or Android.
9. You can select this Offer and request the add-on through My EE or by texting MUSIC 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.

10. After six months, you will be charged a monthly charge (see the EE Standard and Non-Standard Charges Price Guide for charge amount) 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.
11. After six months, the Data Offer will be automatically removed from your account and any data used whilst using the App will be deducted from your Price Plan's data allowance.
12. During the Free Period, the Subscription will appear on your EE bill as a charge with a corresponding discount. After the Free Period the discount will be removed. If you take or cancel the Offer part-way through a billing period, the charge and any corresponding discount will be pro-rated.
13. 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.
14. 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 or from any further free period of Apple Music Membership or a further free period of Apple Music Data Streaming on us, unless we specifically invite you to.
15. 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.
16. 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.
17. 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, or any standalone Apple Music Membership add-on or Apple Music Data Streaming add-on to your Account again for a free period.

18. 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.
19. 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).
20. In order to provide this add-on we will monitor your access to the App. 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>.

The App

21. The Subscription provides you with access to digital music and other related content (the "Service") on the App and allows you to stream Apple Music to a single device at a time.
22. 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 accessing it. Content available via Apple Music may change from time to time.
23. You must download and register the App on a mobile device containing an EE SIM card that uses either the latest iOS version or Android 5.0 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 Music (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 Music. Full terms can be found at <https://www.apple.com/uk/legal/internet-services/itunes/uk/terms.html>.

24. If you are an existing Apple Music member you will need to cancel your existing subscription directly with Apple. If you do not, you will continue to be charged by Apple.
25. To access 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 use the Service.
26. 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>.
27. Access to the App is available using your mobile data or over WiFi. After six months, 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, although it is currently free to download from GooglePlay. The App is pre-loaded on Apple devices, but can be downloaded from the Apple App Store if required. If you are using the App on a non-EE mobile device, data charges from your mobile provider may apply.