



Version: A

Date: 6<sup>th</sup> December 2023

## The Offer & Eligibility

- The offer (the "Offer") is for six months' free access (the "Free Period") to an Individual Apple TV+ subscription (the "Subscription") through the Apple TV App (the "App") and the Apple TV+ website at https://tv.apple.com/ (the "Website").
- The Offer is available to customers on a new EE TV plan with a 24-month minimum term. You're still eligible if you've already benefited from our six months' free Apple TV+ Membership offer before. Please note customers on our Business Connect and Small Business plans are not eligible for this Offer.
- 3. The Offer is available for six months for EE TV customers.
- 4. Availability is subject to credit status.
- 5. If we accept your request to transfer your EE account to a new person, they will not be entitled to benefit from this Offer.
- 6. The Offer is available to all new EE TV customers and can be accessed using any compatible device as described in paragraph 19 below.
- 7. This Offer will be available to add during your order journey, if you opt in you will receive a link in your order confirmation, followed by a text message with an activation link. This link allows you to sign up and or create an account directly with Apple. You will need to follow the instructions in this to activate the add-on, if you don't activate within one month it will cease, you will have to request the link again via My EE or our Contact Centre. 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 consecutively and cannot be deferred, paused, transferred to another EE customer of any type, or redeemed in stages.
- 8. During the Free Period, the Subscription will appear on your EE bill as a zero charge. If you decide to opt-out during this time you will have access to the service until the end of your free trial.
- 9. After your Free Period ends, 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 cancel. If you decide to opt-out out after the free period, you will continue to have access till your next Apple TV+ renewal date.
- You can cancel your subscription at anytime, during or after the free period, via our Contact Centre. If you do so, the service will be ceased on your next Apple TV+ renewal date.
- 11. If you cancel your EE TV contract, you will no longer be eligible for this Offer and the Offer will end.

- 12. Once you have benefited from this Offer, you'll be unable to benefit from this Offer again.
- 13. The add-on is provided to you as an Additional Service and does not form part of your Price Plan with us. We'll refer to it as an Extra in My EE, on your bill, online and when you call or text customer services. You cannot have more than one add-on of this type on your Account.
- 14. 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 TV Agreement with us.
- 15. 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 and/or the Website, you'll forfeit the opportunity to add this add-on to your Account again for a free period.
- 16. 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 this Additional Service, you'll have 14 days to tell us you've changed your mind. However, once you've accessed the App or the Website (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.
- 17. 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 TV services (visit here to read the latest version of our terms and conditions).

## The App

- 18. The Subscription provides you with access to a streaming service from Apple featuring exclusive Apple Original shows and movies (the "Service") on the App, and the Website. With Apple Family Sharing, you can share your Subscription with up to five other family members.
- 19. 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 TV+ may change from time to time.
- 20. To access Apple TV+ through your set top box you will need to be on one of our compatible TV boxes which are the TV Box Pro, TV Box Mini, or Apple TV 4K. To access Apple TV+ through the App on a mobile device, you will need to download and register the App on a mobile device that uses the latest iOS version (unless the

Apple TV app is already installed). You can also access Apple TV+ through the App on other devices as specified by Apple (see https://support.apple.com/engb/guide/tvplus/welcome/web for details) by downloading and registering the App on such a device (unless the Apple TV app is already installed). You can also access Apple TV+ through the Website on a mobile device using the Android operating system and on other devices as specified by Apple using certain web browsers (see https://support.apple.com/en-gb/guide/tvplus/welcome/web for details) by registering through the Website. The App, Website 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 TV+ (unless you have already done so previously). You agree to use the App, Website 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, Website 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 TV+. Full terms can be found at https://www.apple.com/uk/legal/internet-services/itunes/uk/terms.html.

- 21. If you have an existing Apple TV+ subscription directly through Apple you can continue using your account, once you activate the Offer using the same Apple ID, it will automatically link to your existing subscription. During the Offer period you will not be charged, after the Offer period we will charge you the monthly standard subscription price until you ask us to cancel. If you decide to cancel with us, your monthly subscription and billing with Apple will resume.
- 22. If you have an existing Apple TV+ subscription through another third-party provider, you will continue to be charged for the add-on if you do not cancel. To avoid getting double billed please cancel your existing subscription before you redeem the Offer.
- 23. 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 <u>https://www.apple.com/uk/privacy/privacy-policy/</u> for more information. We will contact you to remind you to create an Apple ID in order to use the Service.
- 24. 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 <a href="http://ee.co.uk/privacy-policy">http://ee.co.uk/privacy-policy</a>.