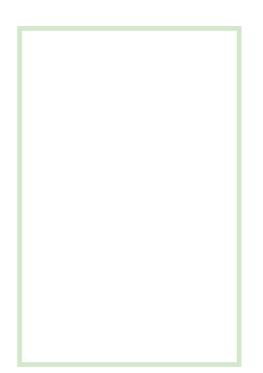


# **YOUR CONTRACTS**





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# NEXT STEPS

Please take a few minutes to read carefully the terms and conditions for the products and services you have ordered from Sky.

By using or allowing the enclosed Viewing Card to be used to receive your chosen Sky services you are agreeing to the terms and conditions in this Contracts Booklet that relate to those services including any changes to them or the services in accordance with these terms and conditions and agreeing to the uses of your information set out on page 3. If you have ordered any digital satellite equipment (other than a Sky+HD box which has separate terms and conditions which are supplied with the box) either directly from Sky or from one of Sky's authorised retailers, then by allowing installation to commence you are accepting the terms and conditions in this Contracts Booklet that relate to its supply and installation.

# IMPORTANT TERMS OF YOUR SUBSCRIPTION CONTRACTS

# Please take a few minutes to read the following important terms. Further terms and conditions are set out later in this Contracts Booklet which you should also read carefully.

### Can I subscribe to Sky's services?

Yes, if you are 18 or over and the services are only used at your home in either the UK (including the Isle of Man and Channel Islands) or Republic of Ireland. If you move or change your contact details you must tell us.

### Sky digital Subscription Contract

This Contract sets out the conditions which you and Sky have to keep to in relation to the Sky digital service including the On Demand service (where available). This service does not include HD/3D or pay-per-view services; these are supplied under their own standard terms. The Contract also doesn't cover channels which are not part of the Sky digital service, such as non-subscription channels.

### Sky Multiscreen Subscription

With a Sky Multiscreen subscription you receive the same Service as you receive under your first Sky digital subscription through an extra Box, for an additional subscription charge. This means that you and your family can watch different Sky digital programming on two separate TVs in your house.

### How long does a subscription last?

Each subscription lasts for a minimum of 12 months (the Minimum Term) from the first date you can receive the Service under the Contract (usually when you first insert your Viewing Card into the Box), unless you or we are allowed to end it earlier. We will charge you for the relevant service from this date. You cannot cancel your subscription during the Minimum Term unless you have a contractual right to do so. For details of when the contracts can be ended earlier see Condition 11 of the Sky digital Subscription Contract and Conditions 6, 7 and 8 of the Sky Multiscreen Subscription Contract. If you have ordered your Sky products and services directly from Sky by telephone, via the internet, by text or via Sky Interactive, you have the right to cancel your Contracts as set out in 'Your Rights to Cancel Your Order' at the end of this Contracts Booklet. If you ordered your Sky products from one of our door-to-door sales agents please refer to the cancellation policy set out in the documentation left with you by our sales agent. If we end your Sky digital Subscription Contract or your Sky Multiscreen Subscription(s) Contract (or your Sky Multiscreen Subscription ends automatically) during the relevant Minimum Term we will charge you an early termination charge, unless stated otherwise in the relevant contract. Unless you tell us otherwise, we may charge these amounts directly to the credit or debit card which you have provided us with details of, e.g. when you paid for the installation of your Digital Satellite System and, by entering into these contracts, you are authorising us to do so. You may be able to reduce the amount of the early termination charge by changing your Option (where permitted) and/or removing any Stand-alone Premium Channels you pay extra for in accordance with these Conditions, provided such change takes effect before your Contract ends. We will give you reasonable notice before these charges are made. For more information about these charges please refer to Condition 11 of your Sky Digital Subscription Contract or Condition 10 of your Multiscreen Subscription(s) Contract or go to sky.com/earlytermination

### Will the price of my subscription(s) rise during the Minimum Term?

Under the Sky digital Subscription Contract we can increase the prices for the Stand-alone Premium Channels or extra Sky Premium Channels at any time during the Minimum Term.

However, in all other cases we can only increase the relevant Subscription Payment once during the Minimum Term. This increase won't affect you during the first 60 days of your subscription to your chosen service(s) and will not be more than either 10% of the standard price of your Option or the increase in the UK Retail Price Index over the last 12 months before we tell you about that price increase, whichever is greater.

Under the Sky digital Subscription Contract, if at any time you change your chosen Service, you will pay the then current price for your new Service from the day you first receive it.

### When don't these limits apply to my subscription prices?

The limits on price increases do not apply after the Minimum Term of the relevant contract. The limits on increasing your Subscription Payments during the Minimum Term don't apply to any increase in your Subscription Payment for your first Sky digital subscription where we add extra channels to your choose Option and you choose to take them or, if you choose to take any extra Sky Premium Channels or Additional TV Services we may offer you. The limits also don't apply where, following a request or requirement by any regulatory authority or, as required by law (including any changes in Value Added Tax), we change any aspect of our pricing which affects your Subscription Payment directly or our pricing structures generally.

If, during the Minimum Term, you choose not to receive extra channels we have told you we have added to your chosen Option under the Sky digital Subscription Contract, your Subscription Payment will not increase until the end of your Minimum Term when you will automatically receive all the channels in your chosen Option (including the extra channels) and pay the then current price for it.

### How much notice will I get if you increase prices?

We promise to give you at least 31 days' notice before we put the price of your subscription(s) up, unless the price increase results from you changing your Service under your Sky digital Subscription Contract or we are required to increase our prices by law (e.g. due to a change in VAT) or because a regulatory authority requests or requires us to do so (if this happens we will try to give you reasonable notice). If you are not the payer of the relevant subscription, you must tell the payer of any price increase notice we send you.

### Will the Service change?

The Service may change, as it is variable. This means that we can change programming, change or withdraw any Option or Additional TV Service, and change, withdraw or interrupt the Channels you receive in your Service. Your chosen Option may offer you a variety of Channels and content which are broadcast or made available by various broadcasters, including Sky. Although we aim to provide Channels and content that covers a wide range of interests, unfortunately we cannot guarantee the availability of any particular Channel or programme.

You can change your chosen Service during your subscription, but if this will reduce your Subscription Payment you need to give us at least 31 days' notice (unless this results from us varying or withdrawing your Option).

We may charge a reasonable administration fee to change your Service which we will let you know about in advance.

If your chosen Service includes a Sky Premium Contract Pack and you change your Service in your Minimum Term, your new Service must include the same Sky Premium Contract Pack.

If your Service includes a Sky Premium Contract Pack and you want to change your Service by adding another Sky Premium Contract Pack you will need to end this Contract and enter a new one with Sky for your new Service.

### Other important points about your Channels and Services

- If we change any premium bonus channel in your chosen Option into a channel which you would normally have to
  pay extra to get or withdraw any Channel in your Basic Pack, you'll continue to get that Channel as part of your
  Option at no extra cost until the end of your Minimum Term (except for any Channel in your chosen Basic Pack
  where the channel's owner won't agree that you can receive it in this way). If we introduce a charge for any other
  channel, we'll give you reasonable notice of what charge will apply if you wish to carry on receiving it.
- If we withdraw any Option or Channel and, as a result, you receive a cheaper Option from the one you received immediately before the withdrawal, we promise to reduce the price you pay to the then current price for that different Option.
- You can add one or more Stand-alone Premium Channels to your chosen Option.
- Premium bonus Channels, additional Channels and Additional TV Services are provided at Sky's discretion and you
  don't pay any extra for this part of your Service. Additional TV Services may be subject to eligibility and certain
  equipment may be required.
- In order to download content using On Demand you currently need a compatible Sky+HD box, a Sky+ subscription (which is subject to the Sky+ Subscription Terms and Conditions which will be supplied to you separately if you choose to take the service) and a residential broadband service. Unless we tell you otherwise, downloading content will count towards any broadband usage limits that apply to your broadband service.

### Other important points about your Sky Multiscreen Subscription

Each Sky Multiscreen subscription you take out can only be viewed at the same Address as your first Sky
digital subscription.

- If you have an active Multiscreen subscription, the Box used to receive your first Sky digital subscription and the Box(es) used to receive your Multiscreen subscription(s) must always be connected to any residential broadband service you receive, provided the Boxes can be connected to broadband and we have supplied you with the equipment necessary to make the connections (e.g. an On Demand connector). You must let us collect information through the connections, including Box location information.
- You must give us reasonable access to inspect the Boxes at your Address to check that any Box used to
  receive a Multiscreen subscription is located at the same Address as the Box used to receive your first Sky
  digital subscription.
- If you choose to take the Sky Go Extra service as part of your Sky Multiscreen subscription this is subject to
  additional terms and conditions that will be supplied to you separately.

### Will I be accepted as a Sky digital subscriber?

You may not be accepted if you owe us any money or your credit or fraud score is unsatisfactory. We can administer your account as we believe reasonable depending on the result of that or any future scoring, which may include applying different payment terms to your account. We may use information from, or supply information to, outside agencies for credit assessment and/or fraud prevention purposes.

### How do special offers affect my Contract(s)?

If you take up a special offer, the terms and conditions of the relevant products and services will be varied to take account of the offer terms and conditions.

### **Calling Sky**

Calls to and from Sky Customer Services may be recorded or monitored for training and other purposes.

### Complaints

We are committed to providing you with the best possible products and services, but in the unfortunate circumstance that you have a complaint please get in touch with us straight away in any of the following ways:

- Online, you can chat to one of our online advisors by visiting `Contact us' in the MySky section of sky.com.
- By phone call us on 0818 719 819.
  - By post, write to: Customer Complaints Sky Ireland Fifth Floor One Burlington Plaza Burlington Road Dublin 4

If you'd like to find out more about how we deal with your complaints and options for alternative dispute resolution, read our 'Complaints Code of Practice' which you will find by visiting 'Complaints' in the MySky section of sky.com or by going to http://help.sky.com/my-account/make-a-complaint/sky-customer-complaints-code-of-practice.

If you'd like to find out more about how to deal with your complaints and options for alternative dispute resolution, read our 'Complaints Code of Practice' which you will find by visiting 'Complaints' in **My Sky**.

Alternative dispute resolution services for Sky TV customers are provided by an approved alternative dispute resolution entity (see the Complaints Code of Practice for details of our preferred alternative dispute resolution entity) or you can refer your dispute to the European Commission online dispute resolution platform.

# SKY PRIVACY AND COOKIES NOTICE

### Introduction and scope

This privacy and cookies notice applies to the processing of personal data including information we collect and store via cookies, as explained below by:

- Sky UK Limited, if you access our UK products and services (including where Sky UK Limited trades under the names "Now TV" or "Sky España"), or

- Sky Ireland Limited acting as agent for Sky Subscribers Services Limited (Irish branch), if you access our Irish products and services (including where Sky Ireland Limited trades under the name "NowTV"), and references in this policy to "Sky", "we" "us" or "our" should be interpreted accordingly.

Note that if you access the products and services of other Sky companies you should refer to their privacy notices.

### Types of information we process and where it comes from

- Information you've provided to us, including through our websites or when you access our services through applications on websites operated by other organisations.
- Information about our content, products and services you've ordered or enquired about, including call recordings as further described below.
- Information provided to us by other organisations, such as address verification services (e.g. Royal Mail in the UK) and data brokers (e.g. Experian) and credit reference agencies and this includes personal data that is publicly available.
- Information, uploads, user generated content, and comments you make about or generate in accessing the shows, channels, programmes, advertisements, products and services you use, for example how you or your household access, view, share, contribute to, communicate with, record or fast forward them.
- Information we collect, via cookies and related technology, from the devices or viewing cards you use to receive Sky
  content, products and services, about your and your household's use of Sky, and/or third party content, products and
  services. This includes information about your device, machine or browser which can be collected when cookies are
  turned off. For more information on cookies and how to manage them, please see the section on cookies.
- IP address, MAC address, unique identification number, online identifier, browser information, location data port information, logical network address, and other similar identifying information required for your devices to communicate with websites and applications on the internet.
- Technical information from the devices you use to receive Sky content, products and services, for example, the
  collection of diagnostic and traffic or location information. Note that devices and applications have their own
  privacy settings and notices under which they collect your information, so please check and manage your device
  and application settings.

### Why we may use your information

The main purpose for which we process your personal data is so that we can, in accordance with the contract you have with us, provide you with content, products and services. This includes, where the contract requires it, for example: providing you with account management functionality (such as to update contact information), customer support (including diagnostics and trouble-shooting), call screening and blocking, and tailored and personalised recommendations. In order to enter into loan agreements with you we obtain personal data about you from credit reference agencies. We then take automated decisions using that personal data about as to whether or not to enter into the loan agreement with you. This decision is influenced by your credit history and depending on the outcome of this automated decision making process we may not enter into the loan agreement with you. If you would like us to review decisions taken about you as part of this process please contact us as set out below.

In addition, we also use your personal data for the following legitimate business purposes:

- Managing our products and services and traffic across our network. For example, Sky uses your information
  to facilitate the operation of its network by choosing the most efficient route to transmit your requests for a
  communications service through the various parts of its network of equipment and systems. This information is held
  securely within restricted areas accessible only by authorised personnel and in accordance with our data retention
  deletion and acceptable use policies;
- Improving our content, products, services and customer experiences by monitoring your use of our products and services and working with our suppliers to improve the products and services we offer, and develop new content, products and services;
- Monitoring, recording, storing and using customer service communications we have with you. This helps us to improve the quality of our customer service, to confirm any instructions you give us, to create a customer profile to have better conversations and/or for training, development and to meet our legal and regulatory responsibilities.
- Showing adverts to the people most likely to be interested in the products and services being promoted. To do this, we create a profile about you which we use to define groups of audiences to whom we send adverts, based on factors like interests, age, location and more. As part of showing these adverts, we also carry out quality and frequency checks, such as whether adverts were displayed correctly and how often particular adverts have been shown.
- For market research.

- Protecting or enforcing our rights or the rights of any third party such as by analyzing activity on our network to help block unauthorized or illegitimate content, publication of, or access to it.
- · Safeguarding an individual's vital interests;
- Complying with our legal and regulatory obligations (for example, in the context of police investigations and national security).

### How we share your information

- We work with a number of suppliers to process your personal data for the purposes described above. These suppliers act on our behalf and must only process your personal data in accordance with our instructions. The categories of suppliers that we use include:
- Engineer services firms,
- Couriers;
- IT companies;
- Customer service centres;
- Other Sky group companies (information can be found at https://www.skygroup.sky/corporate/about-sky); and
- Marketing companies that deliver our communications
- Where our suppliers are based outside of the European Economic Area (for example we use customer service centres in India and some IT services in USA), we grant these suppliers access to personal data only if appropriate measures and controls in place to protect your personal data in accordance with applicable data protection laws and regulations and regulatory guidance. More information can be obtained about this processing by contacting us as described in this notice.
- One of Sky's data processors (Domestic & General Insurance PLC and Domestic & General Services Limited) may contact you to ensure you are satisfied with your service experience and to let you know about the warranties that apply to your Sky equipment and the options for extended cover.
- In the event the structure of our business changes so that another company in the Sky group provides our products and services to you, we will pass your personal information to that company. This includes, for example, a merger between us and another company, where another company acquires us or some or all of our assets, where we acquire another company or where our holding company restructures our corporate group.
- We share your personal data with credit reference (e.g., Equifax) and fraud prevention agencies (eg CIFAS) for use in
  automated credit decisions, for the detection and protection against crimes such as fraud and money laundering, and for
  debt recovery purposes, as further explained below. If, from the information you have provide, fraud is identified, details
  will be passed to fraud prevention agencies to prevent fraud and money laundering. We and other organisations may
  access and use, from other countries, the information recorded by fraud prevention agencies Please get in touch using
  the 'Contact Us' section of sky.com if you want to receive details of the relevant fraud prevention agencies and further
  details explaining how the information held by fraud prevention agencies may be used.
- We share personal data with the courts, enforcement agencies (e.g. the police) and with regulatory authorities (e.g. Ofcom) where this is required in order for us to comply with our legal or regulatory obligations.

# Unless you've asked us not to (see below) we may also use your information on the basis of your consent, contract for service or our legitimate interest to:

- Provide you with more relevant advertising and tailored offers (including discounts). Sky can serve different ads to groups
  of people and to different Sky households, customers or individuals within a household watching the same programme or
  service. We use the information you have provided to us or information we have collected about you and your household
  to tailor the adverts you receive and make them more relevant by playing an advert on your TV or device when the
  relevant audience may be most likely to be watching.
- Send you direct marketing. This may include communications by post, telephone, SMS, email or other electronic means, using the contact details you have provided, about us and our content products and services, events and special offers, including, for a reasonable time after you have ceased to be a customer of ours (see further details below).
- To send you newsletters about your service, content and relevant products.

### Keeping your data up to date and your rights

You can contact us via the 'Manage' section of sky.com or on 0818 719 819 (in ROI) to update, amend, correct your information. You also have the following rights:

- to request access to, or erasure of, the personal data we hold about you
- to request us to restrict the processing of the personal data we hold about you
- to object to us processing personal data relating to you
- where you have given us consent to process your personal data, you have the right to withdraw that consent at any time
- you have the right to obtain certain personal data from us in a format that can be transferred electronically to a third
  party (also called "data portability").

Please note that some of these rights are not absolute. In some cases, we may refuse a request to exercise particular rights if complying with it meant that we are no longer able to meet our contractual obligation to provide you with particular products and services. However, we will keep you informed as to the actions that we can take when you make your request.

### Managing your marketing preferences

### Direct marketing and tailored advertising

You can always choose not to receive direct marketing or tailored advertising from us in the following ways:

- via the 'Manage' section of sky.com;
- clicking on the "unsubscribe" link in any electronic marketing information from us.
- by calling Sky on 0818 719 819 (in ROI) for Sky TV, BB & Talk.

You can choose not to receive direct marketing from any other Sky group companies by contacting them directly.

### Cookies and online behavioural advertising

Please refer to the Sky Privacy and Cookies Notice on sky.com.

Please see the section on "Controlling my Cookies" on how to adjust cookie settings for your devices.

### How long we keep your information

We retain your information in accordance with our data retention, deletion and security policies. These set out the criteria we use to determine how long we keep your information, what measures we put in place to keep your information safe and secure. When deciding what to retain, we take into account what information we need to best provide you with products, goods and services, manage your relationship with us, meet our statutory obligations and meet our customers' and previous customers reasonable expectations.

### Complaints

If you wish to make a complaint about how we use your information, please get in touch by visiting the 'Complaints' page on sky.com and we will do our best to help. You may find our 'Complaints Code of Practice' helpful which you will also find on the 'Complaints' page. If you are still unhappy, you can contact the Irish Data Protection Commissioner via www.dataprotection.ie

### Contacting Sky

If you have any queries or comments about this privacy and cookies notice, please write to Customer Relations, Sky Subscriber Services Ltd, PO Box 43, Livingston, West Lothian, EH54 7DD, UK or to Customer Relations, Sky Subscriber Services Limited, One Burlington Plaza, Burlington Plaza, Dublin 4, ROI or contact Sky's Data Protection Officer via dp.department@sky.uk

### Changes to this notice

We will occasionally update our privacy and cookies notice. We will post a notice of any material changes on our website prior to implementing the changes, and, where appropriate, notify you using any of the contact details we hold for you for this purpose. This may include phone, SMS, e-mail, post or interactive social media. We encourage you to periodically review our notice to be informed of how we use your information.

This privacy and cookies notice was last updated 10 May 2018.

# SKY DIGITAL SUBSCRIPTION CONTRACT

These are the terms and conditions that you must keep to if you want to view the Service at your Address. You must also keep to Conditions 5, 6 and 7 relating to the Viewing Card even if you stop subscribing to Sky digital. This Contract is with Sky Ireland Limited ("Sky"), which is responsible for providing the Sky digital subscription service, which sends you your Viewing Card, and also provides customer services in relation to the Service and the magazine (if applicable). References below to "we" or "us" shall be read as references to Sky.

# You can contact us or Sky at PO Box 43, Livingston, West Lothian EH54 7DD, UK or call 03442 41 41 41 if you live in the UK or 0818 719 819 if you live in the Republic of Ireland.

### 1. Definitions

In these Conditions:

Add-on: a Sky Premium Rolling Pack, Sky Premium Contract Pack or Monthly Add-on.

Additional TV Services: any additional television services which we may supply as part of your Service from time to time, subject to your eligibility and you having the required equipment. This currently includes elements of the service known as On Demand and programme recommendations that you do not pay extra for (where available), but does include any Add-on.

Address: the address of your home in either the UK or Republic of Ireland that you notify to us from time to time.

**Basic Pack:** any pack of basic channels we offer from time to time. No Basic Pack will include any Add-on, Stand-alone Premium Channel, bonus or additional channel or service or Additional TV Service that we offer.

Box: an authorised digital satellite decoder capable of using Sky's conditional access (encryption) system.

**Channels:** the channels we may include in any Option, Stand-alone Premium Channels and any premium bonus and additional Channels we may offer. The channels will not include any On Demand content.

**Conditions:** the conditions in this Contract set out below, together with the terms relating to Sky digital set out on the 'Important Terms' page in this contracts booklet and any changes we may make to them in accordance with this Contract.

**Contract:** this contract authorising you to receive the Service for private viewing at your Address, your Viewing Card and a magazine(s) (as applicable).

Minimum Term: the first 12 months from the first date on which you can receive the Service under this Contract, or any other 12 month period beginning on the date agreed between us.

**Monthly Add-on:** A Channel, collection of Channels or access to On Demand content purchased or received on a monthly rolling basis (excluding any Sky Premium Rolling Pack or Sky Premium Contract Pack).

Option: any of the channel package options we offer, but not including any Stand-alone Premium Channel.

Service: the Option, together with any Stand-alone Premium Channels, chosen by you, and any Additional TV Services. If during this Contract you want to change your chosen Option, the Service includes the new Option you choose.

**Sky Premium Channels:** such as Sky Sports Premier League, Sky Sports Golf, Sky Cinema 1 and Sky Cinema 2 as Sky transmits from time to time and/or any other channel we may tell you is a Sky Premium Channel (but this does not include Stand-alone Premium Channels). Sky Cinema 1 and Sky Cinema 2 are each made up of a number of different Sky Cinema channels which are not available individually.

**Stand-alone Premium Channel:** a channel or a pack comprising a number of channels which may not be available individually which you may choose to include, for an additional charge, as part of the Service (but this does not include Sky Premium Channels).

Subscription Payment: the payments we have told you you must pay us to provide the Service.

UK: the United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Viewing Card: the card which will allow you to receive encrypted digital satellite services (such as the Service) when used with a Box.

### 2. Subscription Payments

(a) Unless we agree otherwise, you will be charged for the Service from the first date we enable your Box to receive the

Service under this Contract. You must pay us Subscription Payments every month in advance. Your first Subscription Payment may be taken at the time you order Sky digital. For both Direct Debit and credit card options we will collect further amounts due automatically from your account each month after we have sent you your first Viewing Card.

- (b) You must have paid in full in advance any upfront payment we agree to set you up as a Sky customer, including any installation charges. You can select a different Service. If any change will result in a reduction to your Subscription Payment you must give us at least 31 days' notice (unless this Contract is lawfully terminated before the end of such notice period or where Conditions 3(b) (iii) or (iv) apply). We can charge a reasonable administration fee if you wish to change your Service. We will let you know the amount of any fee in advance. You can only choose one of the Options, and you can also choose to add any Stand-alone Premium Channels we may offer. You cannot choose individual Channels within any Option.
- (c) We may increase your Subscription Payment at any time for any reason stated in Condition 15 (a) or 15 (b) by giving you at least 31 days' notice. This includes increases under Condition 2(e) unless condition 2(e)(ii) applies when we will try to give you as much reasonable notice as possible. (d) If you want to remove Channels from your Service (in accordance with Condition 2(b)) and/or end the Contract at the end of or after the Minimum Term (in accordance with Condition 11(a)) because you don't want to pay the higher price let us know within 21 days of receipt of our notice. If you do this you will not have to pay the price increase for the Channels you remove from your Service or the price increase for the Service where you end the Contract (and if your latest bill already includes the higher price we will refund the difference to you in your next or final bill).
- (d) During the Minimum Term, unless it is for a reason set out in Conditions 2(d) or 4 (when the following increase limits do not apply), we may increase the price of your Option in accordance with Condition 2(c) only once in any 12 month period and that increase will not be more than:
  - (i) 10%; or
  - (ii) the increase in the UK Retail Price Index over the 12 months before we tell you about that price increase whichever is greater.

This price increase will not affect you during the first 60 days of your first Minimum Term, and if a price rise is delayed for this reason the 12 month period referred to above will start on the date your price would have increased but for the delay. These limits do not apply to any Stand-alone Premium Channels or extra Sky Premium Channels (see Condition 4). Your Subscription Payment will also change during the Minimum Term if you change your Service and you will immediately pay the then current price for that new Service.

- (e) We may also increase your Subscription Payment:
  - (i) if we add extra channels to your Option. During the Minimum Term you may choose not to receive these extra channels and your Subscription Payment will not increase as a result of this for the remainder of the Minimum Term. From the end of the Minimum Term you will receive all the channels included in your Option and pay the then current price for it; and/or
  - (ii) if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing (including any changes in Value Added Tax) which affects your Subscription Payment directly or our pricing structure generally.
- (f) We may alter your Direct Debit or credit card instruction if your Subscription Payment changes for any reason. We may also charge any other payment due under this Contract under your Direct Debit or credit card instruction together with any other payments which you agree that we may charge under that instruction.
- (g) If you have missed any payments you owe to us or provided unauthorised payment or other details we can suspend provision of the Service and/or provision of the magazine (if applicable) to you, without giving you notice. This does not affect our right to end this Contract under Condition 11 below.
- (h) You acknowledge that any payments you make to Sky and any credits on your account will be applied to the full set of Sky services you receive and may be applied against any amounts you owe us for any Sky service.
- (i) If you miss any payments you owe to us we may charge you a reasonable fee to help pay for the extra costs we incur processing late payments, or interest at the yearly equivalent of 4% over Barclays Bank plc's base rate for the whole period of any late payment, to compensate us for you breaking your TV, Sky<sup>+</sup> and HD Terms and Conditions. Any interest is worked out daily. These fees will not be applied to any amount you have not paid because it is the subject of an ongoing dispute between us. You will be responsible for paying all reasonable debt recovery fees/charges incurred in recovering your debt, including fees charged by any debt collection company we use. For more details see sky.ie/latepaymentfee

We may also charge you a reasonable fee that reflects the costs we incur if any payment instruction from you is returned to us because you do not have enough funds in your account; is cancelled or is not cleared by your bank.

### 3. Channels, Programming and Magazine

We may make any of the changes specified in this Condition 3 for any reason stated in Condition 15 (a) or 15 (b).

- (a) We can replace or withdraw advertised or other programmes. We can change or reduce the number of hours of any Channel's broadcast. We may encrypt or unencrypt any Channel.
- (b) We can vary or withdraw any Channel or Additional TV Service. We can vary or withdraw your Option. We will give you at least 31 days' notice if, as a result of any such change, your Subscription Payment will change. For example:
  - (i) If we withdraw any Sky Premium Channel or Stand-alone Premium Channel (either altogether or as part of your chosen Option), you will only have to pay the prevailing Subscription Payment for the Service you are actually receiving after we do so;
  - (ii) If we withdraw any Channels from your chosen Basic Pack then, until the end of your Minimum term, if you request, you can keep the same Channels at no extra charge (other than price increases under Conditions 2(c), 2(d), or 2(e)(ii)), except for Channels no longer offered by Sky, or where the owner of any Channel will not agree that you can receive it in this way;
  - (iii) If we vary your chosen Basic Pack you can move to another Option (in which case we will confirm to you how your Subscription Payment will change);
  - (iv) If we withdraw your chosen Option (other than by withdrawing a Sky Premium Channel, for which see (i) above), we will move you onto the nearest equivalent Option. If this happens during the Minimum Term, your Subscription Payment will not increase before the end of the Minimum Term (other than price increases under Conditions 2(c), 2(d), or 2(e)). However, if you choose to move to a different Option we will confirm to you how your Subscription Payment will change.
- (c) Many Channels that we provide are supplied by other broadcasters. Their availability, and the availability of programmes on such Channels, are outside our control.
- (d) We may supply premium bonus, other additional Channels or Additional TV Services with your Option which you will not have to pay extra for. Their availability may depend on your entiltlement. We can withdraw or change these Channels or Additional TV Services without giving you notice. We can also change any premium bonus, additional Channels or Additional TV Services you are receiving into a Channel or service that you must pay for if you want to continue to receive it. If we do the latter in respect of a premium bonus channel during your Minimum Term you will continue receiving that Channel without payment until the end of your Minimum Term. If we introduce a charge for any additional Channel or Additional TV Service, we will tell you what charge will apply if you wish to continue to receive that Channel or Additional TV Service.
- (e) Additional TV Services supplied to you may differ from that supplied to other viewers.
- (f) We may supply viewing recommendations, newsletters and/or magazines with information about your Services in paper or electronic format from time to time as part of your Services. If we do, you can elect not to receive them at any time by contacting Sky. We can stop providing these at any time without notice or introduce a charge for the magazine in which case we will tell you what charge will apply and ask you if you wish to continue to receive it.
- (g) This Contract does not authorise you to receive any pay-per-view services of any kind.
- (h) You will not use the Service or any part of it other than to view the Channels in private for non-commercial purposes at your Address.
- (i) In order to download content using On Demand you currently need a compatible Sky+HD box, a Sky+ subscription (which is subject to the Sky+ Subscription Terms and Conditions which will be supplied to you separately if you choose to take the service) and a residential broadband service. Unless we tell you otherwise, downloading content will count towards any broadband usage limits that apply to your broadband service. If your broadband service is provided by a third party we are not responsible for it and you should contact your provider if you experience problems with it.

### 4. Extra Premium Channels

We may offer you extra Sky Premium Channels or Stand-alone Premium Channels. If we offer you these extra channels and you decide to take them, they will be included in the Service. We will confirm to you what charges apply to these Channels and how your Subscription Payment will change. The limits described in Condition 2(d) do not apply to any increase in your Subscription Payment for any reason listed in this Condition 4.

### 5. The Viewing Card

(a) The Viewing Card acts as a key so that you can unlock (unencrypt) encrypted digital satellite services (such as the Service). Having a Viewing Card does not mean you have a right to receive the Service. You are only entitled to one Viewing Card per Sky digital Subscription.

- (b) Sky continues to own the Viewing Card after it is sent to you and, if Sky asks you to, you must return it after this Contract ends or when a replacement is sent to you.
- (c) Only you may use the Viewing Card which Sky sends you. You can only use the Viewing Card at your Address with the Box for which it is first authorised by Sky to receive encrypted digital satellite services. You must only use it for private viewing purposes. You must not use it for any commercial or business purpose or in any premises otherthan your Address.
- (d) The Viewing Card must not be used outside the country (either UK or Republic of Ireland) it was supplied for use in.
- (e) The details you give us (including your name and address) must be accurate, true and correct and kept up-todate at all times. Any change of your Address must be notified to Sky immediately.
- (f) If you give your Viewing Card to anyone else Sky can make it invalid.
- (g) You must not tamper with the Viewing Card or use it for anything we or Sky do not authorise.
- (h) In order to continue to receive encrypted digital satellite services without interruption, the Viewing Card must be kept in your Box at all times and you will need to keep the Box connected to a mains supply and suitable satellite dish and in standby mode while not in use. The software in your Box is owned by, or licensed to, Sky or another member of the Sky group. You must allow Sky to update the software in your Box by sending signals via satellite to your Box. You must not tamper with the software in the Box or authorise anybody else to do so.
- (i) As part of the proper administration of the digital satellite platform, Sky shall be entitled to disclose your name, Address, the services you receive via the Viewing Card and its number to Viewing Card manufacturers and providers of digital satellite services for which your Viewing Card is enabled.
- (j) If your Box is connected to a telephone line or to the internet, information may be passed from it to Sky and vice versa.

### 6. How long is the Card valid for

- (a) For security reasons Viewing Cards will be replaced from time to time. If you are still subscribing to the Service under this Contract, Sky will try to send you a new Viewing Card before the old one becomes invalid. Viewing card replacements will be advertised on your television screen, in the magazine or in writing. If you are no longer subscribing to the Service, you will not be entitled to a replacement Viewing Card under these Conditions.
- (b) Sky may make the Viewing Card invalid if it is necessary to protect the security of Sky's conditional access system or if it believes you are using the Viewing Card in ways which are not authorised, or where it is otherwise reasonable to do so (such as fraud).

### 7. Lost, stolen or malfunctioning Viewing Cards

- (a) If your Viewing Card is lost, stolen, damaged or faulty you must tell Sky immediately either by telephone (03442 41 41 41 if you live in the UK or 0818 719 819 if you live in the Republic of Ireland) or by writing to: Sky, PO Box 43, Livingston, West Lothian EH54 7DD UK.
- (b) If your Viewing Card is damaged or faulty and you return it, Sky will replace it free of charge if it had a defect when it was supplied to you. If the card is faulty or damaged in any other way or you do not return the faulty Viewing Card, or if it is lost or stolen, Sky can charge you the cost of replacing it. Sky will make invalid any Viewing Card that you tell it does not work and is replaced, or is lost or stolen.

### 8. Liability

Sky and its agents will not be liable under these Conditions for:

- (a) any fault in a Box or other receiving equipment you use, which are supplied under a separate contract;
- (b) any fault in your Viewing Card caused by you tampering with it, your negligence or your failure to follow our instructions, or these Conditions;
- (c) use of a Viewing Card with any decoding apparatus we do not authorise;
- (d) the act of ending this Contract in accordance with Condition 11;
- (e) any delay or failure by us to provide the Service (or any part of it) or failure to provide the magazine (if applicable) caused by events outside our or their reasonable control. Matters outside our reasonable control include (but are not limited to) severe weather conditions, epidemic, civil disorder, terrorist activity, war and government action;
- (f) any damage to separate devices or digital content that belong to you where such damage would not have been caused if you had followed our reasonable instructions.

- (g) any loss or damage caused by us, or any of our respective officers, employees or agents in circumstances where:
  - (i) there is no breach of a contractual obligation or legal duty of care owed to you by us, or by any of our employees or agents; or
  - (ii) such loss or damage was not contemplated by both you and us at the time we entered into this contract.
- (h) any loss or damage caused by us, Sky or any of our respective employees or agents to the extent that such loss or damage results from any breach by you of these Conditions, unless they or their employees or agents were in breach of a legal obligation or duty of care owed by them and that breach was the most significant cause of the loss or damage.

Where another member of the Sky UK Limited group of companies is acting as agent for Sky, that company has no liability to you.

This Condition shall not affect any liability we may have to you for death or personal injury as a result of our or Sky's negligence, or for fraudulent misrepresentation. We are not permitted to exclude our liability for certain matters, for example we cannot exclude our liability to you if the Service we supply is not of satisfactory quality or fit for purpose or does not match the description. This Condition 8 shall not affect any such liability we have to you.

### 9. Copying and Copyright

- (a) You must not do (or allow to be done) any of the following:
  - (i) copy (except as permitted under the Copyright Designs and Patents Act 1988 ("Act"), as amended from time to time), redistribute or relay any of the Channels or any Additional TV Services or any part of them, or otherwise deal with the Channels or any Additional TV Services or any part of them other than as permitted by the Act. The exceptions in the Act are limited and you must make sure that you are legally entitled to rely on one of them; or
  - (ii) sell or make any charge for watching any Channel or any Additional TV Service or programme; or
  - (iii) show any Channel or any Additional TV Service to the public, even if no charge is made.
- (b) We may disable or alter remotely certain functions of your Box so as to prevent you from copying the Channels or any Additional TV Services and we may prevent you receiving the Service if your Box allows copying of any Channels or any Additional TV Services which we are bound by contract to prevent.
- (c) You agree that you will not, and you will not allow anyone else to;
   (j) tamper with or modify the signal of any Channels broadcast to or Additional TV Services made available on your Box; or
- alter, cover, modify or remove any graphics, logos or other on-screen text or images appearing on any broadcast, download or stream of a programme or event on any Channel or Additional TV Service.

### 10. Changing the Conditions

- (a) Sky may not change or add to Conditions 2(d) or (e), Condition 3(d), Condition 8 or this Condition 10 except for security, legal or regulatory reasons.
- (b) We may change any other Conditions for the reasons stated in Condition 15 (a) or 15 (b) provided that if you reasonably consider that you would be materially disadvantaged by this you may end this Contract under Condition 11(a), even if you are within your Minimum Term.
- (c) Unless the change is required to be made immediately for valid legal or regulatory reasons in which case we will notify you as soon as reasonably possible, you will receive at least 31 days' notice of any changes to these Conditions. This right to vary will not be used to change the terms of any special offer which applies to you and you have accepted during the term of the offer.

### 11. How long your Contract lasts

Unless Conditions 11(a) or (b) apply, you must subscribe to the Service for at least the Minimum Term and you cannot cancel your subscription during the Minimum Term. If you do not subscribe to the service for at least the Minimum Term you will breach these conditions. The Contract will continue after the Minimum Term unless it is ended according to the Conditions below. Conditions 5, 6 and 7 will continue to apply after this Contract ends until you return your Viewing Card to Sky.

(a) You may end this Contract at any time including during the Minimum Term by giving us 7 days' notice within 21 days of receiving notice from us if:

(i) we tell you we are going to change these Conditions under Condition 10(b) and you reasonably consider that you would be materially disadvantaged by this; or

(ii) we withdraw any Sky Premium Channel, Stand-alone Premium Channel or premium bonus channel you chose so that you would be left with no standard definition or high definition variant of the Channel or collection of channels (as applicable) or are unable to receive the content as part of your chosen Option; or

- (iii) monthly add-on you are currently receiving, unless you can still access the channels or category of on demand content you received as part of that monthly add-on as part of your option.
- (iv) you reasonably consider that you would be materially disadvantaged by any reduction in the number of Channels within, or the level of service of, your chosen Basic Pack or any reduction in the number of Channels within your Monthly Add-on.

You may end this Contract by giving us 7 days' notice at any time (including during the Minimum Term) if we break any of the Conditions. If you want to end the Contract for any other reason you may do so at the end of or after the Minimum Term, by giving us 31 days' notice.

- (b) We can immediately suspend provision of all or part of the Service and/or provision of the magazine (if applicable), and/or end this Contract by giving you seven days' notice at any time (including during the Minimum Term) if:
  - (i) you break any of the Conditions, although for non-serious breaches we will first give you an opportunity to put things right which you will need to do within 7 days. For serious breaches (for example if you break Condition 3(h), Conditions 5(c), 5(d) or 5(g), or Condition 9) we may exercise this right immediately;
  - (ii) you or anyone you authorise to deal with us on your behalf acts in a way towards our staff or agents which we reasonably consider to be inappropriate and sufficiently serious to justify restricting or ending the Service and/or this Contract; or
  - (iii) we have reasonable grounds to suspect fraud or any other unauthorised activity
  - (c) Except where Condition 11(b) applies, we will not end this Contract during the Minimum Term. We may end this Contract after the Minimum Term by giving you 31 days' notice.
- (d) We will not refund any Subscription Payments or other payments made under this Contract if we end this Contract because you have broken the Conditions. If during the Minimum Term we end this Contract in accordance with Condition 11(b), you will have to pay us an early termination charge. The early termination charge shall not be any more than the charges you would have paid for the remainder of your Minimum Term (assuming you would have continued to subscribe to the same Option and Stand-alone Premium channels) less any costs we save, including the cost of no longer providing you with the Service and the benefit to us in receiving payment early. You may be able to reduce the amount of these early termination charges by changing your Option (where permitted) and/or removing any Stand-alone Premium Channels in accordance with this Contract, provided such change takes effect before this Contract ends. Unless you tell us otherwise, we may charge your early termination charge directly to any of the credit or debit cards which you have provided us with details of, e.g. when you paid for your Box or installation, and by accepting the terms of this Contract, you authorise us to do so. We will give you reasonable notice before making the charge. For more information about these charges go to sky.com/earlytermination

### 12. Right to transfer the Contract and Third Parties

- (a) We can transfer our rights or obligations under this Contract to any company, firm or person provided this does not affect your rights under this Contract in a negative way.
- (b) This Contract is personal to you. You may not transfer your rights or obligations under this Contract to anyone else, and no third party is entitled to benefit under this Contract except pursuant to Condition 12(a).

### 13. Notices

- a) Where we are required under this Contract to give you notice it must be in writing. We will send notices using any of the contact details we hold for this purpose (including, unless you tell us otherwise, to the primary email address we hold for you). If we send you any notice with any other document, such as the magazine, the notice will be clearly marked and, if sent by post, will be on a separate sheet of paper.
- (b) You must provide us with accurate, true and correct contact details. You must keep this information up-to-date and check the primary email account we hold for you regularly.

(c) Any notice you give us to end this Contract where you have a right to do so (other than where you are exercising your right to cancel during your cooling-off period for which see 'Your Rights to Cancel Your Order' section below) must be given by phone **0818 719 829**. Notice given by these means will be processed immediately (but, for the avoidance of doubt, you will still be required to serve the notice period described in Condition 11(a)). You can also write to us (Sky Ireland Limited, c/o Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian, EH54 7DD) or e-mail us via your My Sky account on http://contactus.sky.com. Notice given by these means will not be effective until we have spoken to you and verified your account. We will acknowledge written requests

by return letter or email and will contact you by phone to verify you as the account holder and process your cancellation. More information on how to cancel can be found at: http://help.sky.com/my-account/billing-and-subscription/remove-a-package-or-cancel-your-subscription.

### 14. Law and geographical limits

- (a) This Contract is governed by English law, unless you live in Scotland, Northern Ireland or the Republic of Ireland in which case it will be governed by Scots law, Northern Ireland law or ROI law (as applicable). Any disputes under this contract shall be dealt with by the courts of the country whose law governs your Contract, unless you live in Scotland, Northern Ireland or the Republic of Ireland in which case you can choose to bring a dispute before the courts in your country or the English courts instead.
- (b) This Contract only applies if your Address is in either the UK or Republic of Ireland. If you move home from the UK to the Republic of Ireland or vice versa then you will need to enter into a new Sky digital Subscription Contract for the country you are moving to. Your Subscription Payment and the channel line up available to you may change as a result of such move.

### 15. Reasons for changes

- (a) We may make changes in accordance with the other Conditions of this Contract for any of the following reasons:
  - The Service is a variable in nature with variable prices (this means it may be changed, altered, improved or added to at Sky's discretion as this ensures we respond to customer needs and remain competitive);
  - (ii) We intend to change the way we structure our products and services;
  - (iii) We are introducing new programmes, content, products or services;
  - (iv) The cost to Sky of providing the Service increases (for example, we have to pay third parties more for their content);
  - Other costs associated with running our business increase (for example, we invest in improving customer support);
  - (vi) To introduce new charges where the cost of running our business increases.
  - (vii) We change the way we provide products and services to you (for example, we develop new technology to provide you with a better TV viewing experience);
  - (viii) To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of our digital satellite platform);
  - (ix) We reorganise the way we structure or run our business;
  - (x) Valid legal or regulatory reasons; or
  - (xi) We change the Conditions to make them clearer or easier to understand, to reflect changes in law or to update our contracts from time to time so all our customers are on the same Conditions.
- (b) We provide the Service on an ongoing basis and we cannot foresee what may change in the future. This means we may need to make changes in accordance with the other Conditions of this contract for reasons other than those set out in Condition 15(a) above.

# SKY MULTISCREEN SUBSCRIPTION

- Under these Conditions you can take out one or more extra subscriptions ("Sky Multiscreen Subscriptions") to the Service you receive under your first Sky digital Subscription Contract. You cannot select a different Service for your Sky Multiscreen Subscription(s). Any terms used and not defined here have the same meaning as given in your Sky digital Subscription Contract. "Conditions" means these conditions of your Sky Multiscreen Subscription.
- 2. To take out a Sky Multiscreen Subscription you must have a current Sky digital Subscription Contract that is, or was, subject to a 12 month Minimum Term, be aged 18 years of age or over and resident in the UK or Republic of Ireland.
- 3. The Sky Multiscreen Subscription charges we have notified to you will be collected automatically in advance each month by Direct Debit or credit card with your monthly Subscription Payment. We can alter your Subscription Payment Direct Debit or credit card instruction for this purpose.
- (a) In addition to the rights we have in Condition 5 below to increase your Sky Multiscreen Subscription, we can increase the price of Sky Multiscreen Subscriptions for a reason stated in Condition 15 (a) or 15 (b) of

your Sky digital Subscription Contract by giving you at least 31 days' notice. If you want to end a Multiscreen Subscription after the first 12 months of that Multiscreen Subscription (in accordance with Condition 9 below) because you don't want to pay the higher price let us know within 21 days of receipt of our notice. If you do this you will not have to pay the price increase for that Multiscreen Subscription (and if your latest bill already includes the higher price will refund the difference to you in your next or final bill).

- (b) In the first 12 months of any Sky Multiscreen Subscription:
  - (i) we can increase the price of Multiscreen Subscriptions in accordance with Condition 4(a) in any 12 month period;
  - (ii) the price increase will not affect you during the first 60 days of the Sky Multiscreen Subscription in question; and if a price rise is delayed for this reason the 12 month period referred to in Condition 4(b)(i) above will start on the date your price would have increased but for the delay
  - (iii) the price increase will not be more than (A) 10%, or (B) the increase in the UK Retail Price Index over the 12 months before we tell you about that price increase, whichever is the greater.
- 5. We may also increase your Sky Multiscreen Subscription:
  - (a) if required by law or if any regulatory authority requests or requires a change to any aspect of our pricing which affects your Sky Multiscreen Subscription payments directly or our pricing structure generally; if this happens we will try to give you as much reasonable notice as possible; or
  - (b) if you break these Conditions and we exercise our rights under Condition 8(b) below.

The limits in Conditions 4(b)(i)-(iii) do not apply if we increase your Sky Multiscreen Subscription for a reason set out in this Condition 5.

- 6. Each Sky Multiscreen Subscription must only be viewed at the same Address as your first subscription. At all times while any Sky Multiscreen Subscription is in place;
- (a) the Box used to receive the Service under your first subscription and the Box(es) used to receive your Multiscreen subscription(s) must at all times be connected to any residential broadband service you receive, provided the Box can be connected and we have supplied the equipment necessary to establish the connection;
- (b) if your Boxes are connected to your broadband router (or to a fixed operational telephone line) you must allow us to collect information through the connection, including Box location information;
- (c) the Viewing Card must be kept in your Box; and
- (d) the Box must be connected to a mains supply.

You must give Sky or its agents reasonable access to inspect the Boxes at your Address to check that any Box used to receive a Multiscreen subscription is located at the same Address as the Box used to receive services under your first Sky digital subscription.

Unless we tell you otherwise, the number of Boxes that Sky can install to receive subscriptions at your Address via one minidish is restricted to a maximum of eight Standard Sky boxes or four Sky+/Sky+HD boxes or combinations of these (e.g. four Standard Sky boxes and two Sky+/Sky+HD boxes). Sky will provide an additional Viewing Card for each Sky Multiscreen Subscription you take out unless the Box to be used is already equipped with one.

- Your first Sky digital Subscription Contract must stay in force at all times during your Sky Multiscreen Subscription(s). If your first Sky digital Subscription Contract ends for any reason then this Contract for your Sky Multiscreen Subscription(s) will automatically end at the same time. Condition 10 below will still apply.
- 8. If you break any of these Conditions other than the requirement to keep your first Sky digital Subscription Contract in force at all times during your Sky Multiscreen Subscription, we can:
  - (a) end all or any of your Sky Multiscreen Subscription(s) by giving you at least 7 days' notice; or
  - (b) end your entitlement to the Sky Multiscreen Subscription price on giving you at least 31 days' notice (in which case the terms of the Sky digital Subscription Contract will apply to your Sky Multiscreen Subscription(s)) in place of these Conditions, and you will immediately pay the then current full price for the Service you are receiving under these Conditions.
  - 9. If we break these Conditions then you can end all or any of your Sky Multiscreen Subscription(s) (including during the Minimum Term) by giving us at least seven days' notice. Either of us can end each of your Sky Multiscreen Subscription(s) after the first 12 months of that Sky Multiscreen Subscription by giving the other 31 days' notice.

- 10. Each Sky Multiscreen Subscription must stay in force for at least 12 months from the date the relevant Box is first activated to receive the Sky Multiscreen Service ("Minimum Term"). Unless you or we are entitled to end the Multiscreen Subscription early, you cannot cancel your Multiscreen Subscription during the Minimum Term and if you do not subscribe for the Minimum Term you will breach these Conditions. You will have to pay us an early termination charge if we end any of your Sky Multiscreen Subscriptions or they automatically end before the end of the relevant Minimum Term unless the Sky Multiscreen Subscription ends because you have ended your Sky digital subscription during or after its minimum term:
- (a) for one of the reasons set out in Condition 11(a)(i) (iv) of your Sky digital Subscription Contract; or
- (b) because we have broken any of the Conditions of your Sky digital Subscription Contract.

The early termination charge under this Contract shall not be more than the charges you would have paid for your Sky Multiscreen Subscription(s) for the remainder of the relevant Minimum Term less any costs we save, including the cost of no longer providing you with the Service, less benefit to us in receiving payment early. Unless you tell us otherwise, we may charge your early termination charge directly to any of the debit or credit cards which you have provided us with details of (e.g. when you paid for your Box(es) or installation), and by accepting the terms of this Contract you authorise us to do so. We will give you reasonable notice before making any charges. For more information about these charges go to sky.com/earlytermination.

 Insofar as they are relevant, the terms of the Sky digital Subscription Contract apply to each Sky MultiscreenSubscription, as varied by these Conditions.

## SKY STORE & SKY BOX OFFICE TERMS AND CONDITIONS

These are the Terms and Conditions that you must keep to if you want to purchase Events offered by Sky on a pay-perview or rental basis on Sky Box Office (SBO) or Sky Store. Any terms used and not defined will have the same meaning as given in your Sky digital Subscription Contract.

### 1. Definitions

Conditions: these conditions and any changes we may make to them.

Contract: this contract between you and us, of which the Conditions form part, authorising you to receive Events.

**Event:** each television programme or event offered to you by Sky on a pay-per-view or rental basis within the service known as Sky Box Office or Sky Store (but not the Sky Box Office or Sky store service on Sky Go which is subject to different terms).

Payment: the amount you must pay us for each Event that you order.

Sky digital Subscription Contract: the Contract you have with Sky enabling you to receive the Service.

### 2. Events

- (a) To purchase any Event, you must be a current subscriber under a Sky digital Subscription Contract. Subject to these Conditions we will supply to you any Event that you order and you are permitted to receive via your Box.
- (b) If you purchase any Event by calling us by telephone (for which a reasonable administration charge may apply where this method of purchase is offered), then you will be charged in full for that Event even if you don't tune into it for any length of time unless you cancel your purchase of that Event before the start time of that Event (if you wish to cancel your purchase please call us using the same telephone number you used to place your order).

We will tell you what the administration charge is during your telephone call. If you decide not to proceed with the purchase you will not have to pay the charge.

- (c) If you purchase any Event automatically using your Box's remote control and you tune into it for any length of time (however short), you will be charged in full for that Event. However, if you do not tune into the relevant channel at any point during the showing of that Event, or access the recording or download of the Event, then you will not be charged for it.
- (d) We can cancel or withdraw any Event at any time. If we do we shall try to advertise the cancellation or withdrawal on your television screen and you will not be liable to pay for it. If an Event is made up of a number of events (e.g. a number of football matches), we can change the event pack. We may change the time at which any Event is shown, and if so we will advertise the changed time on your television screen.

### 3. Payment

- (a) We will tell you in advance what the Payment will be for any Event. We will calculate each month and tell you what Payments you owe us for Events that you have ordered. Payments will be payable by you in the same way as you have chosen to pay your Subscription Payments under your Sky digital Subscription Contract and you will allow us to charge Payments under the Subscription Payment Direct Debit/credit card instruction that you have given to us.
- (b) We may from time to time assess your credit standing using credit scoring, and may use information from, and supply information to, outside agencies for this. We will apply reasonable practices for administering your account based on the result of that scoring.
- (c) If your address is in the Republic of Ireland, a different charge for any Event may be payable by you in euros. If we do not quote a different price for such Events you shall pay us the equivalent price in euros. All prices include VAT (or equivalent) where applicable.

### 4. Viewing Card

- (a) Your Viewing Card will be enabled for each Event for which we have accepted your order, unless you cancel under Condition 2(b) or 2(c) above, or Conditions 2(g) or 6(b) of the Sky digital Subscription Contract apply.
- (b) All of your obligations relating to the Viewing Card set out in your Sky digital Subscription Contract apply in respect of use of the Viewing Card to receive any Event.

### 5. Liability, Copying and Copyright

- (a) We will not be liable under this Contract for any Event because of our failure to provide the Event for reasons outside our reasonable control or because of anything for which we have excluded liability under Condition 8 of the Sky digital Subscription Contract.
- (b) You must not do (or allow to be done) any of the following in respect of any Event:
  - (i) copy, redistribute or relay any of the Events;
  - (ii) sell or make any charge for watching any Event;
  - (iii) show any Event to the public, even if no charge is made;
  - (iv) tamper with or modify the signal of any Event made available on your Box;
  - (iv) alter, cover, modify or remove any graphics, logos or other on screen text or images appearing on any broadcast, download or stream of an Event.
- (c) We may prevent the copying (for example by video) of any Event. This may be by including signals in the broadcast of an Event which prevent copying of that Event. We may also disable or alter remotely certain functions of your Box so as to prevent you from copying any Event and we may prevent you receiving Events if you make use of additional decoding equipment (not supplied by Sky) that allows copying of Events.

### 6. Changing these Conditions and Termination

We may not change or add to these Conditions for any Event after you have ordered it. If we wish to change the Conditions for future Events, we will tell you, for example by publishing new Conditions in the magazine, via your on-screen Sky Guide or by a separate notice. We may refuse your order for any Event in our reasonable discretion. We may also (after we have accepted it) terminate this Contract if at any time:

- (i) you have not made any payment which is due to us;
- (ii) you have broken any of these Conditions in relation to any Event;
- (iii) you have broken any of the Conditions of your Sky digital Subscription Contract.

### 7. Miscellaneous

These Conditions only apply if you live in the UK or Republic of Ireland. Condition 8 (Liability), Condition 12 (Transfer), Condition 13 (Notices) and Condition 14 (Law) of the Sky digital Subscription Contract shall apply to this Contract to the extent that they are not inconsistent with these Conditions. These terms do not apply to commercial subscribers. Certain Events may only be available to certain categories of subscriber (for example, subscribers to certain Options) or only to subscribers in certain areas. We will make this clear when the relevant Event is offered. There are time limits on how long you can retain and view any recorded Event. Details of these time limits are provided to you at the time of purchase or will be displayed on your Sky Planner. Stopping, pausing or re-starting content will not extend the time limits for viewing that content. Once the relevant time limits have expired, the content will be automatically deleted.

# ADULT NIGHTLY

Subscribers who wish to purchase programming offered by Sky on a pay-per-night basis on Adult Nightly services do so on these Adult Nightly terms and conditions. These Adult Nightly terms and conditions shall be the same as those for Sky Box Office except that:

- all references to Sky Box Office shall be read as references to the relevant Adult Nightly service
- all references to Events shall be read as references to Programming Nights, being each television programme or event offered by Sky on the relevant Adult Nightly service on a pay-per-night basis; and
- the programming for any Programming Night may change from that advertised.

# INSTALLATION TERMS AND CONDITIONS

These are the terms and conditions under which we will install Digital Satellite Equipment at your Address. We are Sky Ireland Limited, a company within the Sky group. References below to "Sky", "we" or "us" shall be read as references to Sky Ireland Limited.

You can call us in relation to this Contract on 0818 719 829.

### 1. Definitions

In this Contract:

Address: the address of your home in the Republic of Ireland, where the Digital Satellite Equipment is to be installed.

**Box:** an authorised digital satellite decoder including remote control but not including any associated equipment (such as the Minidish).

**Digital Satellite Equipment:** digital satellite receiving equipment including Box(es) and Minidish that we will deliver and install for you at your Address. Please note, if you live in a property with a communal satellite system, we will not deliver and install a Minidish, but we will connect your Box(es) to the communal satellite system.

Minidish: the dish enabling reception of digital satellite broadcasts.

### 2. Access to Property

- (a) We will organise a day for installation which is convenient to both of us, subject to the availability to us of the necessary Digital Satellite Equipment.
- (b) You must ensure that we are able to access your Address on the appointed day to deliver and install your Digital Satellite Equipment.

### 3. Consents and Permissions

The installation of your Digital Satellite Equipment may require the agreement or consent of someone else, for example your landlord or the local council or authority. You are responsible for ensuring that all these agreements and consents have been obtained before we install your Digital Satellite Equipment.

### 4. Additional Works

- (a) A "standard installation" assumes that no additional cabling, bracketry or other equipment is required or any works which are beyond the scope usual in a normal installation. An installation may not be standard where, for example, your Minidish needs to be sited above two storey, or more than 20 metres away from your Box. A 'standard' installation further assumes that if you already have satellite equipment, your existing cabling will be used in the connection of the Digital Satellite Equipment.
- (b) If the installation of your Digital Satellite Equipment is not standard you will be charged a reasonable sum for any additional equipment or works that are required. We will advise you about these charges before we install the Digital Satellite Equipment, which may need to be re-arranged for another time. Alternatively, if you do not agree to those charges, you may cancel your installation, and Sky or its retail agent will repay anything you have already paid for it.
- (c) If you already have satellite equipment installed at your Address, then some of this equipment may be used for the installation and use of your Digital Satellite Equipment. Where any existing equipment needs to be upgraded or replaced this will be carried out as part of the installation. Unless you tell us otherwise, for example because you do not own the equipment, the installer will take away any equipment that has been replaced.
- (d) If you already have satellite equipment and you wish to continue using it and/or have it relocated at your Address, you must tell us at least 24 hours prior to the installation, and in that case a separate installation charge may be payable by you. If so, we will advise you of the amount of this charge, which must be paid before the day of installation of your Digital Satellite Equipment.

Please call 0818 719 829 for further details and full installation options.

(e) If you have taken a Sky Box with a Sky Multiscreen subscription(s), then as part of the installation you must allow us to connect your Box(es) to any residential broadband service you receive, provided we supply the equipment necessary to establish the connection(s).

# SKY BOX AND MINIDISH WARRANTY

The Digital Satellite Equipment comes with a warranty against faults arising in the first 12 months after installation. The 12 month warranty also covers cabling and/or installation faults. The following are not covered by the warranty: faults arising from misuse, accidental or deliberate damage, damage arising from use of equipment that is not supplied by or on behalf of Sky with the Digital Satellite Equipment, cosmetic damage which does not affect the functionality of the Digital Satellite Equipment or damage caused by events outside the reasonable control of Sky or its equipment suppliers. To report a fault, please call Sky on 0818 719 819. If a reported fault cannot be remedied by one of our engineers during a visit to your home, then Sky will replace the faulty Box or Minidish, or the faulty component of it. Any replacement equipment will be new or 'as new' (previously used equipment that has been refurbished by the manufacturer or its authorised agent). Sky will warrant any repair or replacement until the later of the end of the original 12 month warranty period or 3 months from the date it was carried out. This warranty does not apply outside the Republic of Ireland. If you live in a property with a communal satellite system, this warranty does not cover that system. This warranty does not affect your legal rights for example in relation to Sky supplying Digital Satellite Equipment which is not of satisfactory quality or not performing the installation with reasonable care and skill. If you require any advice on your legal rights you can refer to www.consumerhelp.ie.

# YOUR RIGHTS TO CANCEL YOUR ORDER

### Notice of your statutory right to cancel in your cooling off period

### Please note:

Please refer to your Subscription Contract for information about when and how you can end your Contract once your cooling off period has ended.

**Cancellation period:** You have the right to cancel your order for a Sky box and minidish, related subscription or other product (e.g. remote control, tvLINK) without giving any reason any time up to 14 days ("cooling off period") from the later of: (i) delivery; (ii) installation; or (iii) receipt of the relevant terms and conditions for that product/service.

### Please note:

The right above does not apply in the case of a subscription if you asked for it to be made available during the cooling off period and Sky agreed you to acknowledge that you would lose the right to cancel at that point and you did so.

- For Sky Box Office events/movies ordered by phone or online via sky.com you cannot cancel your order once your event or movie starts.
- For Sky Box Office events/movies and Sky Store rentals ordered using your Sky remote control you cannot cancel your order once you have started watching the event, movie or rental.
- If you have only ordered subscription(s) from us you can cancel your order for them at any time before the Viewing Card is used to receive the relevant subscription service.

Sky may offer an enhanced cooling off period from time to time which we will advise you of at the time of your purchase

How to cancel: Any cancellation within this timeframe must be in accordance with this notice. You can cancel your Sky order by:

- (i) calling 0818 719 829;
- (ii) writing to Sky Ireland Limited c/o Sky Subscribers Services Limited, PO Box 43, Livingston, West Lothian EH54 7DD; or (iii) visiting the "Contact Us" section at sky.com and requesting that we cancel your service via My Sky.

You must give your name, customer account number, address, post code, telephone number and, where available, your email address in order to cancel your order. If you cancel in writing we will send you an acknowledgement of receipt by email, or letter if we do not have an email address for you.

Effects of cancellation: If you cancel a contract during your cooling off period we will refund to you all payments received from you, including the costs of delivery of any equipment you ordered e.g. box, remote control, TVlink ("Equipment"), but if you requested a service to begin during the cooling off period, you must pay us an amount which is proportionate to the service provided up to the point you cancelled your order, including for any Sky Box Office or Sky Store purchases. You will not receive a refund for any one-off fees for activation or set up services if you cancel a service after activation. If you cancel Equipment we will automatically cancel any related subscription unless you tell us otherwise. Cancellation of orders for other products will not affect your Sky digital subscription.

**Return of Equipment:** If you cancel a contract you are responsible for returning the Equipment provided under that contract without undue delay using the returns method provided with the Equipment. You are responsible for the costs of returning the Equipment you have ordered and Sky may charge you our direct returns costs. Sky can offset any returns costs against any money that it owes to you for any reason. You must keep any Equipment that has been delivered to you safe until it is returned. We may make a deduction for any loss in value as a result of unnecessary handling by you.

**Discounts:** If you have received any discounted Equipment and/or set-up services, and during your cooling off period you cancel any conditional contract but wish to keep your Equipment, you will no longer be eligible for that discount and will be required to pay Sky the difference between the discounted price and the full standard price for the Equipment and/or set-up services.

**Refunds:** We will make any refund due to you (less any deductions due to us) without undue delay and not later than the earliest of 14 days after the day we either receive the Equipment back from you or receive evidence from you that the Equipment has been returned (such as a proof of posting receipt). We will make the refund using the same means of payment that you used when you placed your order, unless you have agreed otherwise.

These cancellation rights do not affect your legal rights. If you require any advice on your legal rights, you can refer to www.consumerconnect.ie

# YOUR SKY DIGITAL PACKAGE

### Here is what is currently available to you in your chosen Option.

	ENTERTAINMENT PACK				
These channels are included with the Entertainment PackAlibi*DMAX*NationalSTAR PlusRté One RTÉ 2At The RacesElNat Geo WildTCMB4U MoviesEurosportQUEST*TLC*Rté 2Boomerang*FOX*Sony ETVVH1RTÉ 2Boomerang*FOX*Sony MaxVirgin MediaRTÉ 2Comedy Central*GOLD*Sony MaxVirgin MediaRTÉ 2Comedy Central*GOLD*Sony MaxVirgin MediaRTÉ 2Comedy Central*GOLD*Sony MaxVirgin MediaRTÉ 4Crime & InvestigationHome*Sony SabZee TVBBC One†Network*H2&TVZee CinemaBBC Two†Discovery Channel*InvestigationSky 2ZingBBC Cheur†Discovery History*Discovery (ID)Sky Atlantic*BBC Channel†Health*Movies 24Sky Sports NixBBC Channel†Health*Movies 24+Sky Sports NixCbeebies†Discovery TurboMTV BaseSTAR JalshaMore 4More 4MTV BaseSTAR Life OKOireachtas TVMTV MusicMTV MusicSTAR Life OKRté NewsMTV MusicMTV MusicStar Life OK	à				

SKY BOX SETS	SKY KIDS	SKY HD		
Discover a huge range of on demand Box sets, from latest shows to the classics as well as our exclusive shows from Sky channels that you can't find anywhere else.	Cartoon Network* Boomerang Nickelodeon* Nicktoons Disney XD* Disney Junior* Nick Jr.* Cartoonito Nick Jr. Too BabyTV	Alibi HD Comedy Central HD Dave HD E4 HD E1 HD FOX HD Film 4 HD Good Food HD More4 HD MTV HD Sky Atlantic HD Sky Atlantic HD Sky Atlantic HD Sky News HD Sky News HD Sky News HD Sky Sports Box Office HD (charges apply) StaR Plus HD StaR Plus HD Syfy HD TLC HD Universal HD Watch HD	Sky Sports Mix HD Animal Planet HD Boomerang HD Cartoon Network HD Crime & Investigation Network HD Discovery HD Disney Zhonel HD Disney Junior HD Eden HD Eurosport 2 HD History HD Lifetime HD MTV Live HD National Geographic HD Nat Geo Wild HD Nickelodeon HD Sky Sports News HD Sony ETV HD Sony MAX HD & TV HD TMC HD	

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Non-Subscription HD Channels - NHK World HD is available without any subscription.

\* Programmes shown on these channels are repeated 25 mins - 2 hours later on their + channel(s) (not listed).

<sup>+</sup> Available without a subscription.

Even if you don't subscribe to Sky digital, you'll be able to enjoy more than 200 non-subscription TV and radio channels on digital satellite including Sky News, Challenge, PICK TV, Film4, Bliss, Scuzz, CNN International, Bloomberg and The Community Channel. The radio channels include: Absolute • Gold • XFM • Classic FM • Planet Rock • Heart • talkSPORT • RTÉ Radio 1 • 2 FM • Lyric FM • Radio na Gaeltachta. These channels are not offered by Sky and their availability is outside Sky's control. Sky will not be liable if they or their content is withdrawn or changed. Your box may need manual tuning to receive some free channels.

### You may have selected some or all of the Sky Premium channels below:

PREMIUM PACK					
SPORTS PACK	SPORTS EXTRA PACK	CINEMA PACK			
Sky Sports Premier League, Sky Sports Football, Sky Sports Cricket, Sky Sports Golf, Sky Sports F1, Sky Sports Action & Arena	BT Sport 1, BT Sport 2 BT Sport 3, BT Sport ESPN Premier Sports 1 Premier Sports 2	Sky Cinema Action & Adventure Sky Cinema Comedy Sky Cinema Crime & Thriller Sky Cinema Drama & Romance Sky Cinema & Greats Sky Cinema Family Sky Cinema Sci-Fi & Horror Sky Cinema Select Sky Cinema Showcase			
If you choose the Sky Sports Complete Pack you get all of the sports channels listed above, plus you get the Sky Sports Main Event channel as an additional channel at no extra cost.	If you choose the Sports Extra pack you get all of the sports channels listed above. The BT Sport channels are available in both HD and SD. Premier 1 and Premier 2 are only available in HD - requires HD compatible box.	With the Sky Cinema Pack you get Sky Premiere & +1 as premium bonus channels and Sky Cinema Disney as an additional channel at no extra cost. All Sky Cinema channels are also available in HD except Sky Premiere +1.			

# Here's what you pay each month for your option: ("TV Packs" in the tables below are Sky Box Sets, Sky Kids and Sky HD):

	Basic Pack only	Sky Sports (€40 extra)	Sky Cinema (€29 extra)	Sky Sports & Sky Cinema (€49 extra)	Sports Extra (€34 extra)	Sky Sports & Sports Extra (€60 extra)	Sky Sports & Sky Cinema & Sports Extra (€69 extra)
Sky Entertainment*	€35	€75	€64	€84	€69	€95	€104
Sky Entertainment* + 1TV Pack	€43	€83	€72	€92	€77	€103	€112
Sky Entertainment* + 2 TV Packs	€51	€91	€80	€100	€85	€111	€120
Sky Entertainment* + 3 TV Packs	€59	€99	€88	€108	€93	€119	€128

\*Sky Entertainment costs €5 extra (€40pm) as standard if you do not agree to a minimum term discount or when your minimum term ends.

Plus, here are the stand-alone premium channels you can add on top of your chosen option (all prices shown are per month):

### STAND-ALONE PREMIUM CHANNELS

### If you need further information or want to change your package, please contact Sky Customer Services on 0818 719 819 or visit www.sky.com



All prices are inclusive of VAT (or equivalent) wherever applicable. You pay the quoted price whatever the applicable rate of VAT. Channels/programmes and prices may vary in accordance with your Subscription Contracts. All prices, offers and information (including channel line-ups) in this booklet are correct at time of going to print (November 2019) and only apply to residential viewers in the Republic of Ireland. You may only use your Viewing Card for private viewing at your home address that you provide to us.

