

## **Sky VR App – Terms & Conditions**

This text sets out the terms and conditions on which we provide the Sky VR application (the “**App**”) and access to and use of the content and other services within the App as further described in the Rift VR powered by Oculus App store page (the “**Service(s)**”) to you (the user of the App/Service). References to the “**Website**” mean the App page describing the App within the Oculus App Store.

Please read these terms and conditions carefully before downloading the App.

By downloading the App and accessing or using Services you agree to be bound by the terms and conditions including any changes we make to them or to the Services in accordance with these terms and conditions. If you do not wish to be bound by these terms and conditions, you should (1) not download the App/delete the App from your device; and/or (2) not access or use Services.

### **IMPORTANT TERMS ABOUT THIS CONTRACT**

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

#### **Who can use the Service?**

You must be 16 or over to download the App and use the Service.

#### **Where can I use the Service?**

You can use the Services in the United Kingdom, Channel Islands, the Isle of Man or Republic of Ireland and in addition, within the European Union where you are eligible for EU Portability-see [www.sky.com/streamintheEU](http://www.sky.com/streamintheEU) for more information (together the “**Territory**”).

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#### **What network connection do I need to access the Service?**

Access to the Service is dependent on you having an adequate wireless broadband internet connection (minimum 16 Mbps recommended) and/or 3G/4G Mobile Network availability. Please note, streaming audio-visual content can use up a lot of data and you are responsible for all costs charged by your mobile network and broadband and internet service provider.

#### **What do I need to use the Service?**

You will need an Oculus Rift headset to use the Service and a compatible PC running Windows 10 or above.

### **What Devices does the service work with?**

The Service is only available on an Oculus Rift headset connected to your compatible PC (“Devices”). If you change your PC or the software running on your PC, your new/updated PC or headset may not be compatible with the Service and you may be unable to download or continue using the Service.

We continually review device support and as new Devices and operating systems appear we may stop supporting some older versions. This means that to continue to use the Service you may need to update the software on your Device from time to time.

### **Will the Service change?**

The Service is variable and therefore may change from time to time for any of the reasons set out in this Contract and at clause 10.

### **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 speak to us using one of our online messaging options by visiting the ‘Help’ section on sky.com;
- By phone – call us on 03442 41 41 41 if you’re in the UK or 0818 719 819 if you’re in the Republic of Ireland;
- By post, write to:

#### **UK**

Customer Complaints  
Sky Subscribers Services Limited  
PO Box 43  
Livingston  
West Lothian  
EH54 7DD

#### **Ireland**

Customer Complaints  
Sky Ireland  
1 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 the ‘Complaints’ page on sky.com or by going to <http://help.sky.com/my-account/make-a-complaint/sky-customer-complaints-code-of-practice>. Alternative dispute resolution services for customers in the UK are provided by Communications & Internet Services Adjudication Scheme (CISAS) whose website is <https://www.cedr.com/cisas/> or you

can refer your dispute to the European Commission online dispute resolution platform (for UK customers this is the case for as long as the UK remains a member of the European Union).

This contract is between you and Sky UK Limited ("Sky"). Sky is registered in England and Wales under registered number 02906991 and has its registered office and main trading address at Grant Way, Isleworth, Middlesex TW7 5QD. References to "we" or "us" in this contract will be read as references to Sky. You can contact us at address above or by calling Customer Support on 03442 41 41 41 or emailing [apps@skyuk.com](mailto:apps@skyuk.com).

### **Important information about your use of the App/Service**

We recommend that you take frequent breaks when using the App/Service and that you also refer to the relevant support site for your headset <https://www.oculus.com/legal/health-and-safety-warnings>. If you experience nausea, discomfort, eye strain or disorientation, stop using the App/Service immediately.

The Service should not be used whilst driving, walking or in any way that distracts you from the real world and prevents you from obeying traffic or safety regulations. We recommend that you are sitting down in a cleared space whilst using the Service.

Do not drive or operate machinery immediately after using the Service if you feel impaired or disorientated.

If you are or could be prone to seizures, consult a doctor before using the Service.

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#### **1. Information collected via and/or stored on your device**

- 1.1. To use the App you will need to download and install the App on your supported device via the Gear VR powered by Oculus store. We do not use or collect any personal information supplied by you to Oculus in relation to your download and installation of the App.
- 1.2. When you visit a third party website via a link or banner ad from within the App, information will be automatically collected by us through the App to track the number of visitors to the relevant website. These statistics will be supplied by us to our third party advertising business partners.
- 1.3. The information you provide Oculus VR LLC upon registering for the Service will be collated and used by Oculus VR LLC in accordance with its privacy policy.

#### **2. Requirements to use the App/Service**

- 2.1. You must be 16 or over to download/use the App or Services and you must provide us with proof of identity if we reasonably ask you to do so from time to time.
- 2.2. You must ensure that your supported device meets (and continues to meet) the hardware, systems and software requirements for the App/Service as described:
  - 2.2.1. at the time you download the App or any updates to the App; and/or

2.2.2.on the Service Website (which you should check regularly for updates).

- 2.3. The Service is provided to you via your mobile network and/or wireless internet connection (as applicable). If the Service is suspended, interrupted or not available to you due to mobile network and/or wireless internet connection interruptions, we will not be responsible (unless you have separate rights against us for the provision of a mobile network and/or wireless internet connections).
- 2.4. You will be responsible for any costs charged by your mobile network and/or internet service provider in relation to the provision of the mobile network coverage and/or wireless internet connection necessary to use the Service.
- 2.5. You will be responsible for ensuring you have paid any and all costs payable to third parties necessary to use the Service or any part of it.

### 3. Your use of the App/Service

- 3.1. You will not access or use any part of the Service other than for personal, non-commercial purposes and only access the Service within the Territory.
- 3.2. You agree to follow our reasonable instructions concerning your use of the App or Service.
- 3.3. You must not or authorise or assist any third party to:
  - 3.3.1.copy (except as permitted by law), redistribute or relay the whole or any part of materials included within the App or Service; or
  - 3.3.2.sell or make any charge for watching or using any part of the App or Service; or
  - 3.3.3.show any part of the App or Service in public to an audience, even if no charge is made; or
  - 3.3.4.use the App or Service for any improper or unlawful purpose.

### 4. Suspension / Termination

- 4.1. The Service is variable and therefore may change from time to time or end without notice. We make no commitment to continue supporting the Service on an ongoing basis as we cannot foresee what may change in the future.
- 4.2. We reserve the right immediately to suspend, restrict or cancel your use of the App or Service if:
  - 4.2.1.reasonably necessary for technical or operational reasons;
  - 4.2.2. you breach these terms and 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 conditions 3.2 and 3.4) we will normally exercise this right immediately;
  - 4.2.3.we reasonably consider that you have committed or may be committing any fraudulent activity against us or against any other person or organisation through your or their use of the App or Service; or

4.2.4. if 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 your use of the Service and/or App.

## 5. Intellectual Property

- 5.1. All copyright, trademarks and all other intellectual property rights in all material or content supplied as part of the App or Service shall remain at all times vested in us or our licensors. You are permitted to use this material or content only as expressly authorised in writing by us or our licensors. You will not, and you will not assist or facilitate any third party to, copy, reproduce, transmit, distribute, frame, commercially exploit or create derivative works of such material or content.
- 5.2. If you become aware of any such distribution or commercial exploitation, you agree to notify us immediately.
- 5.3. You acknowledge that if you post materials via the Service you grant to us and our licensors and assigns an irrevocable, perpetual, royalty free, worldwide licence to use the materials as part of the App or Service and in any other manner. The licence extends to copying, distributing, broadcasting, and otherwise transmitting, and adapting and editing the materials.

## 6. Third Party Services

- 6.1. Any third party login services supported within the Service (e.g. Facebook or Twitter) or other apps, services or websites accessible via the Service are not owned or controlled by us. We are not responsible for or liable for any loss, damage or harm you suffer as a result of what you experience when using third party apps, services or websites, the content you access through them and any failure of them to function properly. We recommend that you carefully read the terms and conditions and privacy notice made available by the provider of any third party app, service or website before using it.
- 6.2. We do not endorse and shall not be held responsible or liable for any content, advertising, products or services on or available from any third party apps, services or websites.
- 6.3. Any dealings between you and any third party advertisers or merchants found on or via the Service, including payment for and delivery of products, services and any other terms, conditions, warranties or representations associated with such dealings, are made between you and the relevant advertiser or merchant. Therefore, we are not responsible or liable for any loss or damage of any kind incurred as the result of any such dealings.

## 7. Liability for and information provided via the App

- 7.1. Nothing in these terms limits our liability for death or personal injury caused by our negligence, fraud or fraudulent misrepresentation or for any matter that we cannot exclude or limit as a matter of law.
- 7.2. Other than as described in clause 7.1, we shall not be liable for any financial loss, loss of information, damage to (or corruption of) data or any indirect loss or damage of any kind, whether caused by tort (including negligence), breach of contract or otherwise for:

7.2.1.any use of the App or Service that we do not authorise;

- 7.2.2. suspension, restriction or termination to your use of the App or Service in accordance with clause 4 or any failure, interruption or delays to your use of the App or Service caused by events outside our reasonable control;
- 7.2.3. any errors, viruses or bugs present in or arising from your use of the App or Service that are not directly caused by or attributable to the App or Service;
- 7.2.4. 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;
- 7.2.5. any loss or damage caused by us or any of our respective employees or agents to the extent that such loss or damage results from your negligence or other breach by you of this Contract, unless we or our respective employees or agents were in breach of a legal obligation or duty of care owed by us and that breach is the most significant cause of the loss or damage;
- 7.2.6. any incompatibility of the App or Service with any hardware and/or software on your device;
- 7.2.7. any delay or failure by use to provide the App or Service (or any part of it) caused by a change made by a third party device manufacturer, provider of a third party device operating system or billing platform that is outside our reasonable; or
- 7.2.8. any content provided by or originating from third parties as part of the App or Service or for any product or service advertised, promoted, offered or sold by third party service providers via the App or Service. While we will make reasonable efforts to ensure that the information contained in or on the App or Service provided by us is accurate, we do not accept any liability and make no representations or warranties in relation to the accuracy or completeness of such information.

7.3. These limitations do not affect your legal rights. If you have experienced a problem with the App/Service caused by Sky's failure to exercise reasonable care and skill in providing the App/Service, then you may be entitled to a legal remedy. For more information about your legal rights and remedies refer to <http://www.adviceguide.org.uk> or [www.consumerconnect.ie](http://www.consumerconnect.ie).

## 8. Revisions and Notices

- 8.1. We may change this Contract at any time and for any of the reasons set out in clauses 10.1 and 10.2. If we amend these terms and conditions, we will notify you. Your first use of the App or Service after you have been notified of the new Contract will constitute acceptance of such changes.
- 8.2. If we give you any notice that is required under these terms and conditions, we shall give it to you by electronic means (including via the Service Website, via an App update page within the Android Google Play Store via a notification within the App or via a "push" notification to your device where this is enabled, or via email if you have provided us with your email address).
- 8.3. Notifications will be deemed to have been delivered on the day they are sent, provided we have not received a failed delivery notice, in which case we will send notice via the Service

Website. Notifications given via the Service Website will be deemed delivered the day after they appear on the Service Website (which you should check regularly).

## 9. General

- 9.1. We can transfer our rights and obligations under these terms and conditions to any company, firm or person. We can only do this if it does not affect your rights under these terms and conditions in a negative way.
- 9.2. If any court or regulator decides that any provision of these terms and conditions is invalid or otherwise unenforceable, such provisions shall be severed and deleted from these terms and conditions and the remainder of these terms and conditions shall continue to have full force and effect.
- 9.3. These terms and conditions are personal to you. You may not transfer your rights or obligations under these terms and conditions to anyone else and no third party is entitled to benefit under these terms and conditions.
- 9.4. These terms and conditions are 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 these Contracts 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.

## 10. Reasons for Change

10.1 We may change or add to the terms of this Contract for any of the following reasons:

- a) We change, alter, improve or add to our Service. For example, we can vary the content and or capacity of your chosen product. This ensures that we respond to customer needs and remain competitive;
- b) We intend to change the way we structure our Service;
- c) We are introducing new products, services or features;
- d) The cost to Sky of providing the Service increases (for example, we have to pay third parties more for use of their infrastructure, or launching other new and improved customer products and services);
- e) Other costs associated with running Sky's business increase (for example, we invest in improving customer support);
- f) We change the way we provide products and services to you (for example, we develop new
- g) infrastructure or technology to provide you with a better broadband experience);
- h) To help improve the security and operation of our technical infrastructure (for example, to prevent misuse of the App or Service);
- i) We reorganise the way we structure or run our business;
- j) Valid legal or regulatory reasons; or
- k) We change the terms of this Contract 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 terms.

10.2 We provide the Service on an ongoing basis and we cannot foresee what may change in the future. This means that we may need to make changes in accordance with the other Conditions of this Contract for reasons other than those set out in Condition 10.1 above.

