

## International Eurosport Terms of Use

Last updated: April 2020

These are the terms of use for the Eurosport website and app (the "Service").

Please read these terms before accessing, installing or using the Service. They set out the agreement between you and us for your access to and use of the Service. By accessing, installing or using the Service you agree to these Terms of Use. If you don't agree to them, please don't use the Service.

### Who we are

The Service is operated and provided to you by DPlay Entertainment Limited registered in England with company number 09615785 whose registered office is at Chiswick Park Building 2, 566 Chiswick High Road, London, W4 5YB, United Kingdom ("DEL", "we", "us", "our").

### Privacy

Any personal information you supply to us or that we collect from you when using the Service or your Eurosport Account (defined below) will be used by us in the ways set out in our Privacy Policy. Please also ensure you read our Cookies Policy.

### The Service

When we talk about the Service in these terms, this includes:

- the Eurosport website (the "Website");
- the Eurosport application made available on certain mobile phones and other connected devices (the "App"); and
- anything made available on the Website and App, including:
  - all features, functionalities and user interfaces; and
  - any other content and materials you can view, access or contribute, such as images, photos, sounds, music, text, articles, games, graphics, software, video clips and programmes ("Content").

The Content on the Service will change regularly – that means exciting sports, events, articles, programmes, channels etc. may become available whilst other sports, events, articles, programmes, channels etc. will stop being available. See clause 3 for more details.

### Terms of Use

#### 1. Access to the Service

- 1.1 By accessing, using or installing the Service, you will be able to access, use, view and interact with Content, on the terms and conditions set out in these Terms of Use.
- 1.2 Some Content (including specific features) may only be available to you if you register an account ("Eurosport Account").
- 1.3 In some territories we make available premium Eurosport content on Eurosport Player (or an equivalent subscription service). If we do not make Eurosport Player (or any such equivalent

subscription service) available in your territory, there may be certain premium Eurosport content which is not available to you on the Service.

1.4 You can sign up for a Eurosport Account if you are aged 16 or older.

## 2. **Your Eurosport Account**

2.1 When creating your Eurosport Account, you must provide true, accurate and complete information to us. You may be able to use an account you already hold with a third party platform or other partner to create a Eurosport Account, such as your login with a social media service.

2.2 You are responsible for your Eurosport Account username and password, for keeping them confidential, and for all activities that are carried out under them (including all access to and use of the Service through your Eurosport Account). We recommend that you do not reveal your username and password to any other person. You agree to notify us immediately if you become aware of or suspect any breach of security or unauthorised use of your password or username.

## 3. **Content changes**

3.1 As we mentioned above when describing the Service, the Content will change regularly – that means exciting sports, events, articles and programmes may become available whilst other sports, events, articles and programmes will stop being available.

3.2 The availability of Content may change for various reasons, such as where third party rights-holders withdraw or restrict our right to use that content on the Service, for legal or regulatory reasons or for other reasons beyond our reasonable control. We therefore have the right to add, change or withdraw Content at any time, with or without notice.

3.3 You should check the Website and App for details of the Content which is currently available on the Service.

## 4. **Changes to the Service**

4.1 We may make changes to, suspend or discontinue the Service (or any part of the Service) at any time without giving you any notice.

4.2 Such changes may be made (for example): when we have to remove certain features or functionality and/or stop allowing certain devices or platforms from being able to access the Service. We may also improve, update or enhance the Service from time to time.

## 5. **Cancellation**

5.1 You can stop using the Service and/or cancel your Eurosport Account at any time.

## 6. **Device restrictions, supported devices and updates**

6.1 Availability and functionality of the Service and Content depends on the quality of your internet connection and device capabilities. As described in our Help Centre, some features of the Service may not be available on all devices or on all operating systems. Please visit the Help Centre to see the full list of supported devices and operating system requirements.

6.2 To get the best experience and to ensure the Service operates correctly, we recommend that you accept any updates to the Service as and when they become available. This may also require you to update your device operating system. As and when new operating systems and devices are released, we may over time stop supporting older versions. You should regularly

check the Help Centre to see the full list of currently supported devices and operating system requirements.

- 6.3 Your use of any updates, modifications to, or replacement versions of the Service will be governed by these Terms of Use and any additional terms you agree to when you install such update, modification, or replacement version.

## 7. **Your data usage**

You are responsible for all internet access, mobile data or other charges incurred when using the Service. Remember that streaming and downloading audio-visual content such as videos and games can use up a lot of data.

## 8. **Ownership**

- 8.1 Content on the Service is either owned by or licensed to us, and is subject to copyright, trade mark rights, and other intellectual property rights of DEL or DEL's licensors and/or their group companies. You therefore have no intellectual property rights in, or to, any part of the Service, other than the right to use it in accordance with these Terms of Use.
- 8.2 You may not remove, alter or in any way tamper with any copyright notices or other proprietary markings included in the Service or any Content.
- 8.3 Any copying, access, transfer, public performance or communication to the public or other use of any part of the Service (including any Content) other than as expressly authorised by these Terms of Use shall constitute an infringement of our (or the owner's) intellectual property rights and a breach of these Terms of Use.
- 8.4 In the event of any such infringement, we, or one of our affiliated companies, may terminate the agreement with immediate effect, and block your access to the Service and/or terminate any Eurosport Account you may have and pursue any rights or remedies available to us.

## 9. **Your Content**

- 9.1 If you have a Eurosport Account, you may be able to interact with Content on the Service, including liking and sharing Content.
- 9.2 You agree that:
- (a) you will not share, contribute or upload any Content that is defamatory, offensive, unlawful, otherwise objectionable, infringes the rights of anyone else or is in breach of these Terms of Use; and
  - (b) Content you submit to the Service will not contain any third party copyright material, or material that is subject to other third party proprietary rights (including rights of privacy or rights of publicity), unless you have a formal licence or permission from the rightful owner or are otherwise legally entitled to share the material in question.
- 9.3 We reserve the right (but shall have no obligation) to decide whether your Content complies with the requirements set out in these Terms of Use and may remove, modify or delete such Content, terminate or suspend your access for uploading Content and/or terminate or suspend your Eurosport Account without prior notice, on becoming aware of any violation of these Terms of Use.

## 10. **Your use of the Service**

- 10.1 You confirm that:

- (a) you will at all times comply with these Terms of Use; and
- (b) you will not use the Service for any unlawful purpose or in a way which infringes the rights of anyone else, including any intellectual property rights.

10.2 You are permitted to use and view the Service for your personal and non-commercial use only. While you are using the Service, we grant you a limited, non-exclusive, non-transferable, licence to access the Content and stream, download, temporarily store and view the Content. The Content you can access on the Service will vary depending on whether or not you have a Eurosport Account. Except for the limited licence granted to you in these Terms of Use, no right, title or interest in the Service shall be transferred to you.

10.3 You must not, and must not allow third parties to:

- (a) transmit, broadcast, display, perform, publish, license, offer for sale, make and/or distribute copies of any part of the Service for the benefit of any third party, or exhibit any of the Service in any public place;
- (b) frame any item of Content or the Service, or incorporate any part of the Service into another website, application, online service or audiovisual service;
- (c) access or view any part of the Service using a virtual proxy network;
- (d) use your username and password to access your Eurosport Account without authorisation;
- (e) attempt to alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Service, unless you have a legal right to do so;
- (f) remove, deactivate, degrade or thwart any of the content protections in the Service or the Content; or
- (g) collect or harvest any personal data of any user of the Service (including any account name) or use any robot, bot, scraper, site search/retrieval application, proxy or other manual or automatic device, method, system or process to access, retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Service or the Content.

## 11. **Ending your right to use the Service**

11.1 We can end our agreement with you (and consequently end your right to use the Service) at any time.

11.2 We may also immediately end or suspend your right to use all or any part of the Service if you have seriously breached these Terms of Use or if you are using any part of the Service fraudulently, illegally or in any manner other than for its intended purpose. We will tell you if we decide to end or suspend your right to use the Service. If what you have done can be put right we will give you a reasonable opportunity to do so.

11.3 If we end your rights to use the Service or your Eurosport Account you must stop all activities authorised by these Terms of Use, including your use of the Service.

11.4 We may decide to discontinue any part of the Service or (if applicable) any Eurosport Account at any time.

## 12. **Our liability to you**

- 12.1 You have certain legal rights under the laws of your territory. Nothing in these Terms of Use is intended to affect these legal rights and we do not exclude our liability where we are not permitted to do so under the laws of your territory. For more information about your legal rights, contact your local consumer organisation.
- 12.2 We accept liability for death or personal injury caused by our negligence or that of our employees and agents. We are also liable for fraudulent misrepresentation, wilful or intentional misconduct or gross negligence by us or our employees or agents.
- 12.3 If we breach these Terms of Use we will only be liable for losses which are foreseeable. Losses are foreseeable where they are obvious, or both you and DEL knew they might happen at the time of you agreeing to these Terms of Use.
- 12.4 We are not responsible for:
- (a) any use by you of the Service or Content which isn't authorised by us under these Terms of Use;
  - (b) any malfunction or interruption to the Service or Content due to circumstances outside of our control that prevent us from fulfilling our obligations to you, and that can be considered as a "force majeure event" pursuant to local law (where applicable). This could be due to things such as lightning, flood, severe weather, fire, explosion, terrorist activities, epidemic or pandemic, riots, war, anything done by a government or other public authority, or strikes or other industrial action, where such events are outside of our control;
  - (c) any lack of functionality or failure to provide any part of the Service or the Content, or any loss of content or data that is due to:
    - (i) your equipment, devices, operating system or internet connection (including malware, viruses or bugs originating from third parties or on any of your devices);
    - (ii) your failure to download any update or the most recent published version of the Service, or to meet the compatibility requirements; or
    - (iii) the consequences of you changing your equipment, device, operating system or internet connection;
  - (d) incompatibility of any part of the Service or Content with any other software or hardware (including any of your devices) as explained in our Help Centre; and
  - (e) actions of any third party not under our reasonable control, which may include device manufacturers or providers of a device operating system.
- 12.5 Apart from liability arising in the circumstances described in sections 12.1 and 12.2 (which is unlimited), to the fullest extent permitted under local law, in no event shall our total liability to you for all damages arising from your use of the Service or the Content exceed £50.00.
- 12.6 We can't guarantee that the Service or the Content will be entirely free from bugs or errors or that your access will be free from interruptions (for example there may be downtime for maintenance or updates or any power or server outages or other reasons outside our control), however where we are made aware of technical issues then we will always try to fix them.

### 13. **Advertising and third party websites**

- 13.1 The Service and Content may contain advertisements. To the extent provided by law, we are not liable to you for any reliance placed by you on the completeness, accuracy or existence of any advertising on the Service and Content, where such advertising is not under our control.
- 13.2 The Service may include hyperlinks to other web sites that are not owned or controlled by us.
- (a) We have no control over, and assume no responsibility for, the availability, content, privacy policies, or practices of any third party websites.
  - (b) You acknowledge and agree that we will not be liable for any loss or damage which may be incurred by you as a result of the availability of those external third party sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.
- 13.3 We encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each other website that you visit.

### 14. **Reporting Content**

If you see any Content on the Service you want to flag or report to us because, for example, you believe it infringes another person's intellectual property rights, please follow the instructions in our Help Centre.

### 15. **Changes to these Terms of Use**

- 15.1 We have the right to change these Terms of Use at any time for the following reasons:
- (a) to improve the Terms of Use, to make our Terms of Use clearer or easier to understand or to have all our customers on the same Terms of Use;
  - (b) to comply with legal or regulatory requirements, such as mandatory laws that apply to us and our agreement with you, or where we are subject to a court order or judgment;
  - (c) to provide you with additional information about the Service,
  - (d) where we make changes to the Service in order to improve it, including where we expand the scope of the Service by adding additional features, functionality or Content;
  - (e) where we update the details or structure of products we offer on the Service;
  - (f) we intend to change the way we structure our Service or we reorganise the way we structure or run our business; or
  - (g) for security reasons, including where we introduce additional security checks or software to protect our Content or the Service.

In addition, we provide the Service on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes or additions to these Terms of Use for reasons other than those set out above. Please check back from time to time to see if any changes have been made to these Terms of Use. If you do not agree to the modified Terms of Use you must stop using the Service. Your continued use of the Service will be deemed to constitute your acceptance to any such changes to these Terms of Use.

15.2 The most up to date version of the Terms of Use will always be available on the Website and Apps from their effective date.

## 16. **Service messages**

16.1 If you have registered a Eurosport Account, we will send you information relating to your use of the Service and/or your Eurosport Account (e.g. changes in password, confirmation messages, content and feature updates and other service messages) by in-Service message or SMS or email to the contact details provided during sign up.

16.2 If you signed up via a third party, for example via one of our partners or using your account details with a platform, then we may obtain your email from that third party or platform so that we can keep you up to date with service-related messages.

## 17. **Transfer of rights**

The agreement between us and you is personal to you and no third party is entitled to benefit under it. We can transfer our rights and obligations under these Terms of Use to any company, firm or person provided that your Eurosport Account will not be adversely affected as a result of such transfer. You may not transfer your rights or obligations under these Terms of Use to anyone else.

## 18. **Severance**

If any paragraph or section of these Terms of Use is held to be unlawful, invalid or unenforceable by a court or legal authority, that paragraph or section shall be treated as removed. The validity and enforceability of the remaining parts of these Terms of Use shall continue and will not be affected.

## 19. **Waiver**

To the extent we fail to or decide not to exercise any right of claim against you to which we are entitled, this will not constitute a waiver of that right unless otherwise indicated to you in writing.

## 20. **Governing law**

20.1 These Terms of Use shall be governed by and construed in accordance with the laws of England and Wales. However, these Terms of Use will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

20.2 If you do not live in England or Wales, you can bring a claim in the courts of your territory of residence.

## 21. **Complaints**

21.1 If you have any complaints please try to speak to us first by contacting us using the details below. In addition, to the extent required by applicable law, disputes may be submitted for online resolution to the European Commission Online Dispute Resolution ("**ODR**") platform available at <https://ec.europa.eu/consumers/odr>. We do not currently use alternative dispute resolution, including through the ODR platform, as a means of settling consumer complaints.

## 22. **Contacting us**

You can contact us at [customerservice@eurosportplayer.com](mailto:customerservice@eurosportplayer.com) or using the details in our Help Centre.