

Terms and Conditions for Now Soccer App (TV version)

Important Notice:

The following terms and conditions (“**these Terms and Conditions**”) apply to your access and use of the Now Soccer App (TV version): 2018/19 Premier League and LaLiga Season Pass (“**Service 1**”) or Now Soccer App (TV version) – 2018/19 Premier League and LaLiga 6-month Pass (“**Service 2**”) (each a “**Service**”) via the Now Soccer App (TV version) (the “**App**”) pre-installed on designated Samsung 2017/2018 Smart TV models (please refer to https://www.samsung.com/hk_en/offer/ for details). By registering for and activating any Service via the App, you agree to be bound by these Terms and Conditions.

1. The Services

1.1 The Services can only be accessed upon successful registration and activation via the App that has been pre-installed on designated Samsung 2017/2018 Smart TV models with specific operating systems (each a “**Samsung TV**”).

1.2 The Services are free subscription services and are available during the following periods (each a “**Service Period**”). Service 1 is only available from the date of your registration for and activation of, Service 1 up to and including 31 May 2019. Service 2 is only available from the date of your registration for and activation of, Service 2 for a period of 6 months or up to and including 31 May 2019, whichever is earlier. Please note that the Services must be activated on or before 31 May 2019, failing which you will not be permitted to access any Service via the App thereafter.

1.3 The Services allows you to access and view matches of the 2018/2019 season of the Premier League and LaLiga and certain match reruns on demand on the Samsung TV via the App during their respective Service Periods. After the end of the 2018/2019 season of Premier League and LaLiga, only reruns of certain matches will be available for access and viewing until the end of the relevant Service Period.

1.4 The Services are only available to customers who purchase a Samsung TV during the specified promotion period, and who register and activate for such Services on or before 31 May 2019.

1.5 The content available on the Services is not exactly the same as that available via the “Now Sports” application (previously known as “Now Soccer”) available for installation on mobile devices).

1.6 The use of the App, the Services and the Content require an Internet connection with sufficient bandwidth. You are responsible for paying any communication or data transmission costs incurred by using the App, the Services and or the Content.

1.7 The App and the Services are restricted for use in the Hong Kong Special Administrative Region (“Hong Kong”) only.

2. Our rights and responsibilities

2.1 “We”, “us” and “our” shall mean PCCW Media Limited in relation to the provision of the App, the Services and the Content under these Terms and Conditions.

2.2 We may:

(a) deactivate the App and the Services at any time without notice to carry out system maintenance, upgrading, testing and/or repairs;

(b) limit or suspend your access to the Services and/or the Content without notice where we are of the opinion that such action is appropriate as a result of your use of the App, the Services and/or the Content or where you breach any of these Terms and Conditions; and

(c) expand, reduce, withdraw and/or modify any part of the App, the Services and/or any Content (meaning any content made available or appearing in the Services including but not limited to any data,

information, images, graphics, video and/or audio content, applications, downloadable files or other multimedia content that can be accessed through or on the Services), remove, disable and/or suspend transmission or streaming of the Services or Content which we consider in our sole opinion, breaches any applicable law, regulation or regulatory directive or to be otherwise unacceptable.

3. Your responsibilities

3.1 You:

- (a) are only authorized to use the Services and view the Content for your private domestic and non-commercial use in accordance with these Terms and Conditions;
- (b) will be strictly and solely responsible for your own use of the App and the Services and any use of the Services by any party who uses the App pre-installed on your Samsung TV will be treated by us as use by you;
- (c) must not, and must not permit any other person, to sell, reproduce, copy, distribute, transmit, publish, modify, exploit the App and/or Services, prepare derivative works based on the Content; and/or reverse engineer the App, the Services and/or the Content;
- (d) agree that the Services and Content are only for your private domestic usage, viewing and access and shall not yourself, or permit any other person to, show, play, use, access or view the Services and/or Content for any public or commercial purposes and/or within any public place or commercial premises and/or on any devices other than on a Samsung TV;
- (e) without limiting sub-clause 3.1(d), shall not charge for use or access to the Services or any Content or for access to any premises where the Services or Content are viewed;
- (f) safeguard your mobile number and password ("Registration Details") and ensure that they are not disclosed or provided to any other person;
- (g) will abide by all relevant laws of Hong Kong and any operating and/or usage rules, as amended from time to time; and
- (h) will report any violation of these Terms and Conditions to our customer service team.

3.2 You agree not to:

- (a) restrict or inhibit any other persons from using the App or the Services on their respective Samsung TVs, including, without limitation, by means of "hacking" or defacing any portion of the App or the Services;
- (b) access or use the App, Services, Content or Software (as defined in Clause 6.1) for any unlawful purpose or any purpose not expressly authorized by these Terms and Conditions;
- (c) modify, adapt, sub-license, reproduce, distribute, copy, exploit, translate, sell, reverse engineer, decompile or disassemble any portion of the App, the Services, any of the Software and/or any Content;
- (d) remove any copyright, trademark, or other proprietary rights notices contained in the App, Services and/or Content;
- (e) copy and/or frame any part of the Services or the Content without our prior written authorization;
- (f) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce, disrupt or circumvent the navigational structure or presentation of the App, Services and/or Content;
- (g) disclose your Registration Details or permit other persons to use your Registration Details to access and/or use the App, the Services and/or the Content;
- (h) hack, break into, or attempt to hack or break into, in any manner the App, Services, Software, and/or any data areas on our server(s) or that of any third parties;

- (i) download, copy, store, rip, distribute, share or re-direct any Content from the Services in any way or through any media;
- (j) incorporate any software or other materials that contain any virus, worm, time bomb, Trojan horse, or other harmful or disruptive component;
- (k) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Services; and
- (l) interfere with or disrupt the Services or servers or networks connected to the Services.

3.3 Our authorization for you to access and use the App, the Services and the Content is conditional upon your strict compliance with each of these Terms and Conditions.

4. Personal Data and Information

4.1 Your need to provide us with your mobile number to register and activate the App and the Services. No other personal data or information will be required. Failure to provide a valid mobile number may result in rejection of your registration and activation request.

4.2. Your mobile number may be collected and retained by us for marketing purposes if you have opted to receive such information; and your personal data will be handled in accordance with the PCCW Privacy Statement which is available for viewing at www.pccw.com/legal/privacy.html).

4.3 You agree to provide us with the information relating to you or your use of the App or the Services that we may reasonably require:

- (a) to help us in complying with applicable law and to report to any government or regulatory agency regarding such compliance; and
- (b) to assess whether or not you have complied, are complying and will be able to continue to comply with all obligations under these Terms and Conditions.

5. Acknowledgements

5.1 You acknowledge that:

- (a) at all times only one video may be streamed through the Services;
- (b) the password provided by Samsung can only be used once to register for and activate the Services;
- (c) you can only access and view the Content via the App on your Samsung TV;
- (d) we do not exercise any editorial control over certain Content and do not make any claims as to the truth in such Content;
- (e) most of the Content are provided by third party providers, not by us. The availability of such Content, are outside our control;
- (f) we make no representation, promise, warranty, undertaking or guarantee as to the quality, completeness, usefulness or continuity of any particular Content;
- (g) you have not relied upon any information or statement to the effect that any particular Content will be made available to you in whole or in part;
- (h) we can vary, replace or withdraw any Content or any part of the Services (whether advertised or not) at any time during the Service Period with or without notice and without liability to you;
- (i) we can change or reduce the number of hours of broadcast of any Content.
- (j) any Content solely expresses the view of the speaker of the Content, not our views or any entity associated with us;
- (k) we disclaim all liability for any Content; and your use or inability to use the App and/or the Services;

(l) nothing you do on or in relation to the App, Services and/or Content will transfer any intellectual property rights to you or license you to exercise any intellectual property rights;

(m) there may be some Content which is not suitable for viewing by minors. You are responsible for checking the identity and/or age of any person who wishes or intends to view any such Content before you permit that person to view such Content and for generally ensuring that minors do not access such Content;

(n) parts of the App, Services and Content may be provided or maintained by third party providers and not by us; in such cases, your correspondence or dealings with any third party provider are solely between you and that third party provider, and you agree that we will not be liable or responsible for any loss or damage of any sort incurred as the result of such dealings;

(o) unless explicitly stated otherwise, any new features that augment or enhance the App and/or the Services shall be subject to these Terms and Conditions;

(p) we may at any time employ and/or install Software in your Samsung TV, for purposes of detecting any downloading, copying, storing, ripping, distribution, sharing or re-direction of any Content from the Services in any way or through any media; and

(q) the provision of the Services is contingent upon the network and service capacity allocated by us (including but not limited to streaming capacity) for the Services and the reliability and stability of your Wi-Fi connection or internet network. We will not be liable to you or any other third parties (including users of the App or the Services, whether authorized or not) for any failure or delay in accessing the App, the Services or any part thereof (whether due to the lack of streaming capacity or otherwise) and/or the consequences or effects on your internet network, Wi-Fi connection, their speed and/or bandwidth that may be caused by the App or the Services; and

(r) the broadcast of the 2018/2019 season of the Premier League and La Liga on the Services is subject to the agreements signed by us with their respective rights holders to broadcast the same.

6. Software Licence

6.1 You may from time to time be requested to download, update and install software, applications and/or programs (the "Software") from the Samsung TV App Store - Smart Hub in order to use the Services and/or view the Content; and we hereby grant to you a non-exclusive and non-transferable licence for you to store, run and use the Software on your Samsung TV in accordance with these Terms and Conditions and any software licence which accompanies the Software but not further or otherwise.

6.2 You agree to download and install the Software in your Samsung TV, to be used by you for accessing the App or the Services and/or to view the Content.

6.3 You acknowledge that we may refuse to provide the Services to you in the event you fail to successfully download and install the appropriate Software as required.

7. Links and Advertisements

7.1 We have no control over any third party web sites linked to the App or the Services; and are not responsible for the content or accuracy of any off-site pages or any other third party web sites linked to the App or the Services (including without limitation sites linked through advertisements). Some links which appear on the App or the Services are automatically generated, and may be offensive or inappropriate to some people. The inclusion of any link does not imply that we endorse the linked site, and you use the links at your own risk. Your correspondence or dealings with, or participation in promotions of, advertisers on the App or the Services are solely between you and such advertisers. We will not be liable or responsible for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of links and advertisements on the App or the Services.

7.2 We may use third-party advertising companies (such as Doubleclick) to track and/or measure advertising effectiveness on the App, the Services and certain web sites. These companies may use information about your visits to the App, the Services and these web sites in order to measure advertising effectiveness and to provide advertisements about goods and services of interest to you.

8. Indemnities

8.1 You agree to indemnify, hold harmless and defend us, our directors, officers, employees, affiliates, content providers, contractors, sub-contractors, licensors and agents against any action, liability, cost, claim, loss, damage, proceeding, and/or expense suffered or incurred by us and/or them arising from, in connection with or which is related to:

- (a) your use and/or any other person's use of the App, Services, Content, and/or Software; and
- (b) any breach of any of these Terms and Conditions by you.

8.2 Clause 8.1 shall survive the termination of your agreement with us for the App and the Services.

9. General Warranties & Liability

9.1 The App, Services, Content and Software are provided to you on an "AS-IS" and "AS AVAILABLE" basis. To the fullest extent permitted by law, we and our content providers (and their affiliates) disclaim any representation or warranty whether express or implied as to the title, fitness for a particular purpose, merchantability, accuracy or standard of quality of the App, Services, Software and/or any Content, that the Services will be uninterrupted, continuous or error free, any obligation to maintain the confidentiality of information (although our current practice is to maintain such confidentiality), the results to be obtained from use of any part of the App, Services and/or any Content unless otherwise specifically mentioned in these Terms and Conditions. We disclaim any representation or warranty that the App or the Services will meet your requirements; and/or your access to and use of the App or the Services will be uninterrupted or error-free, free of viruses, malicious code or other harmful components or otherwise secure.

9.2 To the fullest extent permitted by law, we, our directors, officers, employees, affiliates, content providers, contractors, sub-contractors, licensors and agents shall in no event, be liable for:

- (a) any direct, indirect, incidental, punitive, special or consequential damages or losses, or any damages or losses of any kind arising from your use of or inability to use, the App, Services, Software and/or any Content;
- (b) any claim based on contract, tort, or otherwise or related to your use of or inability to use, the App, Services, Software and/or any Content or any part thereof;
- (c) any errors or omissions in the App, the Services and/or any Content or any part thereof; and
- (d) any infringement of intellectual property rights arising from your use of the App, Services, Software and/or any Content, even if advised of the possibility of such damages or claims

9.3 Clauses 9.1 and 9.2 shall survive the termination of your agreement with us for the App and the Services.

10. Matters beyond our reasonable control

Sometimes, we may not be able to do what we have agreed because of an event beyond our reasonable control (for example because of fire or flood or severe weather). In these cases, we do not accept responsibility for the delay or failure to provide you with access to and/or use of the App and/or the Services in accordance with these Terms and Conditions. We can suspend or end your access to and/or use of the App, Services and/or any Content immediately in such event.

11. Termination

11.1 We may, at our sole discretion, cease providing the App, Services and/or any Content to you at any time without giving any prior notice to you.

11.2 For serious misuse described in Clauses 3 and 14, we may suspend or terminate your access to the Services immediately without giving any prior notice to you. Otherwise, if you breach these Terms and Conditions, we may suspend or end your access to the Services without giving any advance notice.

11.3 We may also suspend or restrict your access to the Services if you breach any other contract you have with us or any of the PCCW group companies and do not put matters right within the time mentioned in such other contract. If we suspend or end your access to the Services; we will tell you what needs to be done before we can restore the Services.

12. Effect of Termination

12.1 Upon termination of your access to the Services, all licences, rights and privileges granted to you under these Terms and Conditions shall cease. Any such termination shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision contained in these Terms and Conditions which is expressly or by implication intended to come into or continue in force on or after such termination.

13. Our other rights to suspend/end your access to the App, Services and/or Content

13.1 We can limit, suspend, end or restrict your access to the App, Services and/or any Content, without giving you any advance notice if:

- (a) the law requires us to do so;
- (b) there is an emergency that affects our ability to provide the App, Services and/or any Content;
- (c) you breach any of these Terms and Conditions;
- (d) the Services and/or any Content is withdrawn from distribution for whatever reason;
- (e) we no longer operate the App or hold the right to distribute the Services and/or any Content;
- (f) we fail to obtain, hold, retain or renew any relevant regulatory approvals or if any relevant regulatory approvals are revoked or if we are required by a relevant authority to cease operation of the App or the transmission of the Services and/or any Content; or
- (g) the Services or Content, including any advertising therein, fails to comply with any regulatory standards, relevant laws or any requirements or orders issued from time to time by a relevant authority.

14. Unauthorized access

14.1 Unauthorized access to the Services is a breach of these Terms and Conditions and a violation of the law. You agree not use any automated means, including, without limitation, agents, robots, scripts, or spiders, to access, monitor or copy any part of the App, Services or Content.

15. Changing the terms

15.1 We may need to change these Terms and Conditions from time to time. The latest version of the terms and conditions will be available on the latest version of the App, and they shall take effect on the date such version of the App is available for download.

16. Other things we need to tell you

16.1 You accept that the agreement between you and us for the App and the Services is personal to you and agree not to transfer it to anyone else, or to try to do so without our prior written consent. However, we may take instructions from a person who we think, with good reason, is acting with your permission.

16.2 We can transfer our rights and obligations hereunder to any person or entity without your consent. We can also use an agent or subcontractor to perform our responsibilities.

16.3 When we need to contact you, we will use your mobile number if provided by you to us. If you need to contact us, please use the contact details provided in the App or the Services or any other postal address, e-mail address or phone number we have given to you for that purpose.

16.4 These Terms and Conditions are governed by the laws of Hong Kong and you agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

16.5 If any term or condition herein is declared illegal, invalid or unenforceable for any reason, such term or condition shall be divisible and shall be deemed to be deleted from these Terms and Conditions.

16.6 Save and except for our affiliates, any person or entity who is not a party to the agreement between you and us for the App and the Services, shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap 623) of Hong Kong to enforce any of these Terms and Conditions.

16.7 Whether or not you subscribe to any Now TV service, these Terms and Conditions constitute the entire agreement between you and us with respect to your use of the App and Services on the Samsung TV.

16.8 The English version of these Terms and Conditions shall prevail over the Chinese version (if any) which is provided for information purposes only.