



## Amazon Prime Video Offer

The following terms and conditions (the “Terms and Conditions”) apply to eir’s Amazon Prime Video Offer (“the Prime Video Offer”).

These Terms and Conditions of the Prime Video Offer apply together with the eir Broadband terms and conditions (“eir Broadband Terms”) and, for eir TV customers, the eir TV terms and conditions (“eir TV Terms”). The eir Broadband Terms and eir TV Terms can be found at <https://www.eir.ie/termsandconditions/>. All of these terms and conditions combined constitute a legally binding agreement between eircom Limited (“eir”) and you (“you/the Customer”).

The Amazon Prime Video service provider and the terms applicable to your use of Amazon Prime Video are located at:

[https://www.primevideo.com/help/ref=atv\\_hp\\_nd\\_cnt?nodeId=202095490](https://www.primevideo.com/help/ref=atv_hp_nd_cnt?nodeId=202095490). This offer is subject to change. Amazon Prime Video has a value of €5.99 per month (price correct as of November 2019, subject to change). Amazon is not a sponsor of this promotion. Amazon, Amazon Prime, Amazon Prime Video, Prime Video and all related logos are trademarks of Amazon.com, Inc. or its affiliates.

Offer open 14<sup>th</sup> November 2019 until further notice.

### eir Broadband Customers

- 1) The Prime Video Offer is available to new and existing eligible eir broadband residential customers.
- 2) eir will cover the cost of and make Prime Video available to eligible eir broadband customers for a 12 month period.
- 3) You will only be entitled to receive the Prime Video Offer if you have an existing eir broadband plan that has not been terminated or suspended.
- 4) The 12 month Prime Video Offer is only available to an eir broadband customer “once” while an active broadband customer. If you cancel Prime Video or your eir broadband account within the 12 months, you will not be able to activate an additional complimentary period. Customer will instead be charged the retail price applicable at that time for Prime Video on their eir bill.
- 5) Prime Video is included as part of your broadband plan for a period of 12 months upon activation by you the Customer. Prime Video must be activated from within “My eir”. Customer may authorise eir agents to activate it via “My eir” on their behalf.
- 6) **The Prime Video membership will automatically renew after your 12 month promotional period expires.** You will then be charged the retail price applicable at that time for Prime Video (currently €5.99 per month) but can choose to opt out of by cancelling the Prime Video service within “My eir” at any time.

### eir TV Customers

- 1) The Prime Video Offer is available to new and existing eligible eir TV customers.
- 2) eir will make Prime Video available complimentary to eligible eir TV customers until further notice.

- 3) You will only be entitled to receive the Prime Video Offer if you have an existing eir TV plan that has not been terminated or suspended.
- 4) eir reserves the right to withdraw the Prime Video Offer for eir TV customers upon 30 days' notice to you.
- 5) Prime Video is included as part of your eir TV plan upon activation by you the Customer. Prime Video must be activated from within "My eir".

## General

- 1) If you have an existing Amazon Prime membership and wish to avail of this Prime Video promotion, you will need to cancel your Amazon Prime membership before availing of the 12-month Prime Video membership paid for by eir.
- 2) Amazon or its affiliates own and operate the Amazon Prime Video service. eir is not responsible for the content within Prime Video. User experience and content may vary. See the Prime Video Content Policy Guidelines for more information:  
[https://www.primevideo.com/help/ref=atv\\_hp\\_nd\\_nav?nodeId=GNTRMYXDRKH5WYKP](https://www.primevideo.com/help/ref=atv_hp_nd_nav?nodeId=GNTRMYXDRKH5WYKP)
- 3) Eir is not liable for any additional charges that a Customer may incur by purchasing/renting any additional Prime Video content (including without limitation movie, television or pay per view content) which is not included in the basic Prime Video membership package.
- 4) In relation to your use of Prime Video, you will be responsible for (i) any costs incurred whereby you exceed the monthly download limit of your eir broadband internet connection or (ii) any costs incurred whereby you exceed the monthly data allowance limit of your eir Mobile plan or (iii) if you are on another mobile network, any costs charged by your service provider in relation to the provision of the mobile network coverage necessary to use the Prime Video. If you are on a third party mobile network you should check with your service provider for data related costs and monthly data limitations.
- 5) The Prime Video service is made available via eir's network under an agreement between eir and Amazon. If our agreement with Amazon ends and the Prime Video service can no longer be provided to you through eir, eir will give you written notice of this fact and tell you the date that your access to the Prime Video service through eir will end and your options to continue the membership directly with Amazon.  
In the event of any conflict relating to the operation of the Prime Video Offer, these Terms and Conditions of the Prime Video Offer shall prevail. Terms not herein defined shall have the meaning ascribed to them in the eir Broadband Terms and eir TV Terms. In the event of any conflict related to your use of Prime Video and the Prime Video Terms of Use, the Prime Video Terms of Use shall prevail.
- 6) **Ending the Service:** You can cancel your monthly Prime Video membership via My eir at any time. You are liable for any charges beyond the promotional period.
- 7) **Information collected and/stored on your device**
  - a. In order to use the Prime Video service you will need to download and install the Prime Video App on your compatible device via the Google Play / Apple App Store including TVOS app store.

- b. The information provided to your relevant app store provider upon registering for the Prime Video Service will be collated and used by the relevant App store provider in accordance with their privacy policy.

8) **Privacy and Personal Information:** To use Prime Video you will be required to create a Prime Video subscription, this account and relationship is between you and Amazon. eir will only be responsible for billing the Customer for same.

9) **Subscription Payments**

- a. Any fees payable by you for your use of the Prime Video service are payable in accordance with your eir contract.
- b. If you have missed any payments you owe, eir can suspend either the provision of the Service or your access to the Service without giving you notice.

10) **Liability**

- a. We will not be responsible or liable under these Terms and Conditions for any loss or damage caused by:
  - i. failure, interruption or delays to Prime Video service caused by events outside our reasonable control;
  - ii. your negligence or your failure to follow our reasonable instructions or these Terms and Conditions;
  - iii. us or our employees or agents in circumstances where:
    - 1. there is no breach of a contractual obligation or legal duty of care owed to you by us or our employees or agents;
    - 2. such loss or damage is not a reasonably foreseeable result of any breach;
  - iv. or to the extent that such loss or damage results from any breach by you of these Terms and Conditions;
  - v. any incompatibility of the Prime Video service /app with any hardware and/or software on your mobile phone;
  - vi. any errors, viruses or bugs present in or arising from your use of the Prime Video service that are not caused by or attributable to us;
  - vii. any other matter that is outside of our reasonable control including without limitation, any act or default of any third party supplier, device manufacturer or provider of a device operating system.
- b. Nothing in these Terms and Conditions 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.

11) **Changes to these Terms and Conditions**

- a. We may make changes to these Terms and Conditions from time to time. We will give you 30 days' notice of any changes that affect you.
- b. If we reasonably believe a change will not disadvantage you we may include it without notice. Your first use of the Prime Video service after you have been notified of the changes will constitute acceptance of such changes.

**12) Law**

This Contract is governed by Irish Law. Any disputes can be dealt with in accordance with the eir Broadband Terms.

