

EIR SPORT TERMS AND CONDITIONS (RESIDENTIAL CUSTOMERS)

These are the terms and conditions relating to your eir Sport digital satellite television service subscription contract under which you agree to a Minimum Term and at the price inclusive of VAT (value added tax) set out in your Welcome Letter. This Service entitles you to view all of the content in the eir Sport pack in HD in accordance with the capabilities of your television or using the eir TV App.

Who We Are

References to “eir”, “eir Sport”, “we” or “us” in this Contract shall be read as references to eircom Limited, incorporated in Jersey (Number 116389), registered as a Branch in Ireland (Number 907674), with an Irish registered Branch Office at 2022 Bianconi Avenue, Citywest Business Campus, Dublin 24, D24 HX03. VAT registration: IE 3286434NH.

Contact Details

You can contact us at the following address or by telephone or email below:

Website: www.eirsport.ie

Call 0818 271 401

Email: cs@eirsport.ie

1. Definitions

Address: your home address in the Republic of Ireland.

Agreement: the Contract between you and us comprising these terms and conditions.

Channels: the television channels eir Sport may offer.

Conditions: the conditions in this Contract set out below and any changes eir Sport may make to them in accordance with this Contract.

Connection Fee: a connection fee as published on the eir pricing page (www.eirsport.ie) may be payable depending on the Option you choose to purchase.

Contract: this contract (including the terms of any Option chosen by you), authorising you to receive the Service for private viewing at the Address only.

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

eir Customers: the types of eir and eir Group Company customers set out on www.eirsport.ie who are not eir sport subscription customers but who are eligible to view the Channels and use the Service as directed by eir and which may be updated by eir from time to time.

eir TV App: the app which allows eir sport subscription customers and eir Customers to view the Channels and use the Service.

eir TV App (Subscription) Terms: the terms and conditions that apply to eir sport subscription customers use of the eir TV App which are available at eirsport.ie.

HD (High Definition): a resolution that is significantly higher than that of standard-definition television.

Group Company: means any holding company or subsidiary of eir, and any subsidiary of any such holding company, from time to time.

Minimum Term: the minimum term during which you are obligated to first subscribe to the Service under this Contract according to the Option chosen by you or where you are an eir Customer the minimum term of your eir bundle or as otherwise directed by eir.

(i) 12 Month Minimum Term Contracts: the minimum term shall be a period of twelve (12) months from the date on which you first subscribe to the Service.

(ii) Annual Packages: the minimum term shall be a period of twelve (12) months from the date on which you first subscribe to the Service.

(iii) Monthly Packages: the minimum term shall be a period of two (2) months from the date on which you first subscribe to the Service

Option: any of the purchase options eir Sport offer from time to time.

Pre-Paid Period: any period during this Contract where you have chosen to pre-pay any Subscription Payment whether monthly, annually or otherwise.

Republic of Ireland: the Republic of Ireland.

Service: the Option chosen by you or where you are an eir Customer /eir sport subscription customer using the eir TV App the Option as provided by eir. If during this Contract you wish to change your Option and eir Sport allow this, the Service is the new Option you choose.

Sky: British Sky Broadcasting Limited.

SSSL: Sky Subscribers Services Limited.

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

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

Welcome Letter: Letter / Email sent to you upon subscribing to eir Sport which sets out key information relating to your subscription.

2. General

(a) Where you view the Channels and use the Service using a Digibox and a Viewing Card these Conditions apply to you.

(b) Where you are an eir Customer these Conditions are in addition to eir's General Terms and any other eir terms which apply to you including but not limited to eir's terms for telephone service, eir's broadband terms, the eir Vision terms, the eir TV terms, the eir TV App (eir broadband and just mobile customer) terms and any other applicable eir bundle terms and eir's Acceptable Usage Policy ("AUP") available respectively at <https://www.eir.ie/termsandconditions/> and at www.eir.ie/policy (together the "Other eir Terms"), and all constitute a legally binding agreement between eir Sport and the eir Customer. In the event of any conflict between these Conditions and the Other eir Terms, these Conditions shall prevail.

(c) where you are an eir sport subscription customer, these Conditions are in addition to the eir TV App (Subscription) Terms. In the event of any conflict between these Conditions and the eir TV App (Subscription) Terms, these Conditions shall prevail.

3. Subscription Payments

(a) Unless otherwise agreed by eir Sport you will be charged for the Service. Where you view the Channels and use the Service using a Digibox and a Viewing Card eir Sport will charge you from the date your Digibox is enabled to receive the Service under this Contract.

(b) You must pay us Subscription Payments in advance for the Option that you have chosen in your Contract. For Direct Debit, Debit and Credit Card payments we will collect the amount due automatically from your account each month (or as otherwise agreed in your Option) after eir Sport has enabled your Viewing Card to receive the Service.

(c) eir Sport may change your Subscription Payment at any time by giving you at least one (1) months' notice. Your rights to cancel the Service if eir Sport increase your Subscription Payment are set out in Condition 9(g) below.

(d) Your Subscription Payment may change at any time if you change your Option and you will immediately pay the current price for that new Option from the date you change your Option.

(e) If during the Minimum Term of your Subscription you request a change to your Option, the Minimum Term will be extended for a further period of twelve (12 months) from the date the new Option is activated.

(f) eir Sport may also charge any other payment due under this Contract under your Direct Debit, Debit, or Credit Card instructions together with any other payments which you agree that eir Sport may charge under that instruction.

(g) eir Sport may alter your Direct Debit, Debit or Credit Card instruction if your Subscription Payment changes for any reason.

(h) eir Sport may refuse your application for subscription to the Service based on the results of an assessment of your credit standing using credit searches. eir Sport may from time to time assess your credit standing during your subscription; eir Sport will apply reasonable practices for the administration of your account based on the result of that credit search, including if we believe it is reasonable applying different payment terms to your account. eir Sport will notify you in advance of any change in payment terms. Your right to cancel in the event of any such change to payment terms is set out in Condition 9 below. eir Sport may use information from, and supply information to, outside agencies for this credit searching.

(i) A reasonable non-refundable registration fee notified to you or publicised on our website and/or our marketing from time to time shall be paid by you with the first Subscription Payment due for the Service under this Contract. Also eir Sport can charge a reasonable non-refundable administration fee if you want to change your Service and we allow this. Such administration fee will be notified to you or publicised on our website prior to being applied to your account.

(j) If you have missed any payments you owe to eir Sport, we can suspend provision of the Service without giving you notice. This does not affect our right to end the Contract under Condition 9 below.

4. Channels And Programming

(a) eir Sport can replace or withdraw advertised programmes. We can change, increase or reduce the number of hours of any of the Channels. We may encrypt or unencrypt any Channel at any time. We may transfer programming between Channels.

(b) eir Sport can vary or withdraw any Channel and vary or withdraw the Option you have chosen.

(c) If such changes constitute a significant reduction in the total amount of programmes within the Service, or the level of service of your chosen Option, you may have a right to cancel the Contract under Condition 9(g) below.

(d) This Contract does not authorise you to receive any pay-per-view services of any kind.

5. Extra Channels

eir Sport may offer you extra channel(s) as part of the Service. If any increase in Subscription Payment would result from the addition of extra channel(s) we will notify you in accordance with Condition 3(c).

6. Copying And Copyright

(a) You must not do any of the following:-

(i) Copy, redistribute or relay the Channels or any part of them or otherwise deal with the Channels or any part of them.

(ii) Produce, supply or otherwise exploit any programme, service or content (whether audio or audio-visual or otherwise) using the Channels or any part of them or otherwise use any part of the Channels for any commercial purpose whatsoever;

(iii) Sell or make any charge for watching the Channels or any part thereof; or

(iv) Show the Channels in public to an audience even if no charge is made or otherwise use the Service or any part thereof other than to view the Channels in private for non-commercial purposes at your Address.

(b) We may disable or alter remotely certain functions of your Digibox so as to prevent you from copying the Channels and we may prevent you from receiving the Channels if your Digibox allows copying of any Channels which we are bound by contract to prevent.

7. Changing The Conditions

(a) eir Sport will give you at least one (1) months' notice of any changes or additions to these Conditions. We will not use this right to vary the terms of any special offer which applies to you, and which you have accepted during the term of the offer.

(b) All changes referred to in this Condition 7 will be posted on the eir Sport official website at www.eirsport.ie.

(c) Your right to cancel if we make any significant change to the Conditions of this Contract are set out in Condition 9.

8. Acceptance Of Orders

The information displayed on line or provided by a sales agent including prices, does not constitute an offer but rather an invitation to treat. All Orders for Service by you shall be deemed to be an offer and are subject to acceptance by eir Sport which shall occur upon installation or electronic enablement of the Service. Use of the Service by you shall also be unequivocal acceptance by you of these Conditions.

9. Ending The Contract

Unless Conditions 9(a) (b) or (g) apply or as otherwise stated where you are an eir Customer, this Contract will stay in force for at least the Minimum Term; the Contract will otherwise continue unless it is ended according to the Conditions below.

(a) If eir Sport significantly reduce the total amount of programmes available on the Channels within, or change the Conditions of this Contract, you may end this Contract by giving eir Sport a minimum of one (1) month's written notice within thirty (30) days of the change in programmes or level of service or terms and conditions as applicable.

(b) If you break any of the Conditions of this Contract, or act in a way towards our staff or agents which we reasonably consider to be inappropriate eir Sport can terminate the Contract by giving you seven (7) days' notice at any time (including during the Minimum Term).

(c) eir Sport can also terminate this Contract in relation to any Channel at any time (including during the Minimum Term) if we cease to broadcast, distribute or otherwise supply that Channel for

any reason. If we do this during any Minimum Term and the effect of this change is to reduce significantly the total amount of programmes available on the Channels within, or the level of service of, your chosen Option, you may end this Contract by giving eir Sport one (1) month's written notice and if your Pre-Paid Period is greater than one (1) month then at your request, eir Sport will refund you a pro-rata amount of any Subscription Payment in respect of the period after the date of cancellation.

(d) Except where you break the Conditions of this Contract, or where we cease to broadcast, distribute or otherwise supply any Channel for any reason, we will not terminate this Contract during the Minimum Term. eir Sport may during that period and later vary this Contract and the Service in the ways described in this Contract. eir Sport may terminate this Contract after the Minimum Term by giving you one (1) months' notice.

(e) If you or eir Sport end this Contract, we will block the entitlement to the Service on your Viewing Card and you will not be entitled to receive the Service.

(f) eir Sport 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 you end this Contract (other than when you have a right to do so) or eir Sport end it because you have broken the Conditions, you will have to compensate eir Sport for any reasonable loss or costs we suffer as a result which loss or costs shall include without limitation all Subscription Payments payable by you to eir Sport for the full Minimum Term.

(g) Notwithstanding any term to the contrary set out herein you shall have the right to terminate this Contract on one (1) month's prior written notice to eir Sport during the Minimum Term for the following reasons only:

(i) if within any Minimum Term the Subscription Payment shall increase for any reason described in Conditions 3(c) and/or 5; or

(ii) if during the Minimum Term, the number of Channels and amount

of Programming shall change for any reason described in Conditions 4(a) and/or 4(b) and these changes amount to a significant reduction in the Service provided.

(h) If you end this Contract within the Minimum Term, other than in accordance with Conditions 9(a), (b) or (f), you will become immediately liable to pay an amount equal to any unpaid Subscription Payments in respect of the remainder of the Minimum Term.

(i) If you wish to end your Contract after the Minimum Term has been served or precisely at the end of the full term of the Contract then you may do so by giving one (1) month's written notice by email or post. Please note that such notice must be given one (1) month before the end of the full Contract term otherwise the Contract will be automatically renewed as per Clause 10.

10. Automatic Renewal

Your Contract will automatically renew at the end of the Contract Term as follows:-

(i) 12 month Minimum Term Contracts: a further 12 month contract under which the price will revert to the standard monthly price at the time.

(ii) Annual Package: a further upfront prepaid annual contract

(iii) Monthly Package: a monthly contract at the standard monthly price at the time.

11. Cooling Off Period

You may cancel your Contract with eir Sport without giving a reason within fourteen (14) days of the date of conclusion of your Contract. This is your right under the EU (Consumer Information, Cancellation and Other Rights) Regulations 2013, SI 484 of 2013, and ("the Regulations"). You may exercise this right by providing us with any unequivocal written statement to this effect which should be emailed to cs@eirsport.ie or by using the model cancellation form displayed on the terms and conditions section of the eir Sport's website at www.eirsport.ie. If you wish to cancel your Contract under the Regulations, you must return to us any equipment (to include any chargers or ancillary equipment supplied) to us within fourteen (14) days of the date you provide us with written notice that you wish to cancel the Contract. It is important to note that if you requested the Service to begin during the withdrawal period, you shall be liable to pay an amount which is in proportion to the use of the Service up to the date you have advised us in writing that you wish to cancel your Contract.

If you wish, you may use the sample cancellation here.

12. Right To Transfer The Contract

You may not transfer your rights or obligations under this Contract to anyone else. We can transfer some or all of our rights or obligations to another person firm or company if this transfer does not affect the Service in a negative way.

13. Notices

If you give a notice that is required under this Contract it must be in writing. If we give notice that is required under Conditions 3(c), or 7 of this Contract we shall only be required to post this notice on our official website (www.eirsport.ie) If we give notice that is required under any other Condition of this Contract it must be in writing.

14. Complaints Handling Policy

It is our wish to resolve any dispute, including any query which may relate to a refund, quickly and satisfactorily. You can contact eir Sport by calling us 0818 203040 (Monday to Friday from 9am to 6pm) or by email to customerservicesire@eirsport.ie. Details of our complaint handling policy can be found at www.eirsport.ie.

15. Your Viewing Card

(a) Where you have a Viewing Card, your Viewing Card acts as a key so that you can unlock (unencrypt) the Service. Having the Viewing Card does not mean you have a right to own the Viewing Card after it is sent to you and does not mean you have the right to receive the Service. The Viewing Card remains the property of SSSL. If eir Sport asks you to, you must return the Viewing Card after the Contract comes to an end or if eir Sport requires you, to return it when it sends you a replacement.

(b) Only you may use the Viewing Card which eir Sport sends you. You can use the Viewing Card at your Address only with the Digibox in which it is first used to receive the Service and you must use it for private viewing purposes only. You must not use it for any commercial or business purposes (including without limitation any use in a pub, office, club, hotel, guesthouse, or similar premises) or in any premises other than your Address. You are not entitled to transmit the Service or the Channels onwards for viewing by third parties in any media whatsoever. If you do so, it is a breach of the Conditions and eir Sport shall immediately cancel your Viewing Card, without refund and eir Sport reserves the right to pursue you in law for this breach and to provide your details to any other aggrieved parties.

(c) If you give the Viewing Card to anybody else either eir Sport shall make it invalid. Doing so is a breach of the Conditions and eir Sport shall immediately cancel your Viewing Card, without refund and eir Sport reserves the right to pursue you in law for this breach and to provide your details to any other aggrieved parties.

(d) You must not tamper with the Viewing Card or Digibox or use it for anything that eir Sport does not authorise.

(e) In order to continue to receive the Service without interruption your Viewing Card must be kept in your Digibox at all times and you will need to keep the Digibox connected to a mains supply and suitable satellite dish and in standby mode when not in use. You must allow eir Sport to update the software in your Digibox by sending additional signals via satellite to your Digibox. The software in your Digibox remains SSSL's property.

(f) eir Sport shall be entitled to disclose your name address and the Services you receive via the Viewing Card as part of the proper administration of the digital satellite system.

(g) Your Viewing Card must not be used outside the Republic of Ireland and any change of Address must be notified to eir Sport immediately.

16. Law

(a) This Contract is governed by the laws of Ireland. As your address is in the Republic of Ireland any dispute can be dealt with by the courts in the Republic of Ireland.

(b) This Contract only applies if your Address is in the Republic of Ireland. If you move from the Republic of Ireland then you will need to enter into a new Contract for the country to which you are moving (if applicable). Your Subscription Payment and the Channels available to you may change as a result of that move.