



## **1. Services**

**1.1** Sky Sport® / Sky Show® / Sky Store® ("Service") is a Service provided by Sky Switzerland SA for sports content / entertainment content in Switzerland. The Service is available via suitable internet-enabled devices (a list of compatible devices is available on the website [www.sky.ch](http://www.sky.ch)). To access Sky Sport® or Sky Show® Service, the user must first complete a subscription. For Sky Sport® there is a daily subscription "Daily Pass" or a monthly subscription "Monthly Pass", for Sky Show® a monthly subscription is available. For Sky Store®, the user will order "à la carte" without subscription.

**1.2** The content of the Service is the sole discretion of Sky Switzerland SA, as long as the overall character of the Service is maintained. Should a change of Service be necessary for legal or technical reasons, Sky Switzerland SA will inform the customer as soon as possible. The customer is entitled to terminate the subscription contract on the date of the change.

**1.3** Sky Switzerland SA is not responsible for the editorial content provided by the Service when provided by third parties. The content of the Service and the sports channels and packages may vary depending on the season or the availability of the respective programs, for which Sky Switzerland SA holds no responsibility.

**1.4** By default, the content of the Service is provided in the HD quality. Since the quality automatically adapts to the performance of the user's internet connection (so-called adaptive streaming technology), Sky Switzerland SA cannot guarantee the final output in HD on the user's device.

## **2 Entry Requirements**

### **2.1 Internet connection**

For the use of the Service the customer needs a stable Internet connection. The customer is responsible for ensuring sufficient and constant data transmission. Connection costs are to be held by the user.

### **2.2 System requirements / terminals**

Sky Switzerland SA allows the registration of four different devices per customer account for its Service. The registration of the device takes place with each connection with the Service. It is up to the user to deactivate devices that are no longer in use which can be done in the customer account (accessible on [www.sky.ch](http://www.sky.ch)). The content of Sky Show® and Sky Store® can be used simultaneously on a maximum of two registered devices, the content of Sky Sport® can only be used on one of the registered devices, and the use of one registered device excludes the use of another device.

### **2.3 Registration and minimum age**

Only persons of legal age who reside in Switzerland or Liechtenstein are entitled to subscribe to the Service. Prior to each use, it is necessary to enter the customer number or e-mail address as well as the password that the customer created during the registration process. For security and privacy reasons, the customer is advised to change the password regularly on the [www.sky.ch](http://www.sky.ch) site. Under no circumstances may the password be disclosed to third parties.

### **2.4 Access restrictions**

Sky Switzerland SA may restrict access if the security of the system, the maintenance of the system or the integrity of the system are compromised.

## **3 Obligations of the customer**

**3.1** Contents available through the Service are legally protected, in particular by copyright and ancillary copyright. The contents may only be used for the purposes expressly permitted in these conditions and are intended exclusively for private use. In particular, the content may not be copied, published or made accessible to third parties in any way (eg with the help of streaming systems). In addition, the content may not be used commercially in any way.

**3.2** Sky Switzerland SA reserves the right to take legal action against breaches of contractual agreements, in particular those of 3.1. Unauthorized sharing of content through a peer-to-peer network, publication, downloading or otherwise distributing content and / or supporting such acts is expressly prohibited and may result in claims for damages by Sky Switzerland SA. In the event that the customer passes on login data to third parties (for example in the catering sector), Sky Switzerland SA is entitled to charge the customer a contractual penalty. This contractual penalty consists of the double annual subscription fee for commercial use and can amount to a maximum of CHF 10,000.00. The customer is in this regard entitled to prove that the misuse took place over a shorter period than the estimated annual period. In this case, the penalty will be the pro-rated double subscription fee for the during the period of misuse. Sky Switzerland SA reserves the right to assert claims for damages exceeding the contractual penalty. Furthermore, Sky Switzerland SA reserves the right to take civil and criminal action against persons who have used the Services without authorization.

**3.3** Local Use: The content may only be used within the territory of the Swiss Confederation and the Principality of Liechtenstein.

**3.4** Encryption: All content is encrypted and provided with digital rights management (DRM), so that a digital license is required for its use. The customer acknowledges that use is made in accordance with these license terms and that the technology required to receive the programs is installed. The use of the Service is therefore limited to the devices that are compatible with this access technology. Customer is solely responsible for its hardware, its compatibility and scalability for the DRM used by Sky Switzerland SA.

**3.5** Child protection: The customer is obliged and guarantees to take appropriate measures to ensure that no minors can access to inappropriate content. In particular, he must protect his login information accordingly.

**3.6** Personal data: The customer must inform the customer without delay of any changes to the personal data (type of payment, address, e-mail address and telephone number) to be submitted when the contract is concluded.

#### **4 Payment arrangements**

**4.1** The fee for the subscription "Daily Pass" is due upon conclusion of the contract and is payable immediately. The subscription ends after 24 hours and will not automatically renew.

**4.2** The fees for the subscription "Monthly Pass" are charged at the conclusion of the contract with the payment method chosen by the customer. The beginning of the month is the date of the contract and sets the beginning of the month, from which the subscription is renewed automatically. The subscription fee will then automatically be charged at the beginning of the following month using the payment method chosen by the customer. It is the sole responsibility of the customer to keep the information regarding his payment methods current.

**4.3** In the event that payment transactions cannot be carried out due to non-valid payment data, the subscription will be suspended with immediate effect and the visual entitlement withdrawn until the customer transmits valid payment data.

**4.4** For Sky Store®, payment for access to content is due before any permission to access the content. In case of rental, the duration of viewing of the title is specified for each title at the time of acceptance by the Customer, it is in principle 48 hours from the order. In case of purchase, the title is accessible for a period of at least five years from the order.

**4.5** Sky Switzerland SA offers the customer various payment methods, in particular payment by credit card and PostFinance Card. Sky Switzerland SA is free to add new payment methods.

#### **5 Disruptions / Liability / Withdrawal**

**5.1** Sky Switzerland SA shall only be liable for access disruptions to the Service or the provision of this Service, if the disruption in relation to the overall contract performance is no longer considered to be negligible. Interruptions that amount to no more than 60 hours per calendar year (not more than 5 hours per calendar month) and interruptions of up to 24 hours (from the 25th hour on, the interruption is no longer considered as minor) are considered minor in this sense, irrespective of the sum of the interruptions in the respective calendar year.

In no event shall Sky Switzerland SA be held liable for program breakdowns if the customer fails to comply with its obligations under Section 2.1 and 2.2.

**5.2** Clause 5.1 does not apply in cases of software updates.

**5.3** Sky Switzerland SA is liable without limitation for intent and gross negligence. For simple negligence Sky Switzerland SA is liable - except in case of injury to life, limb or health - only if material contractual obligations, the fulfillment of which is of particular importance for the purpose of the contract, are violated and limited to the contractually typical and foreseeable damage. However, the above limitations or exclusions of liability do not apply to statutory mandatory strict liability (eg according to product liability law). The above limitations of liability also apply to employees, managers and subcontractors of Sky Switzerland SA.

#### **6 Data protection**

**6.1** All information on data protection can be viewed on the website [www.sky.ch](http://www.sky.ch) under the link "Privacy Policy".

#### **7 Contract duration / termination**

**7.1** The contract begins on the day the contract is concluded. The Parties shall be entitled to terminate the Monthly Pass subscription until the last day of the current subscription month. Termination may only take

place on the website [www.sky.ch](http://www.sky.ch) in the "My Account" section. If no party terminates, the contract will automatically be renewed.

**7.2** Sky Switzerland SA is not responsible for disruptions or interruptions of the owed Services due to force majeure, d. H. for circumstances beyond the control of Sky Switzerland SA (such as fires, earthquakes and other natural disasters that may cause damage to the installations).

## **8 Transfer of rights to third parties**

**8.1** The customer may not transfer his rights and obligations under the subscription agreement to third parties without the permission of Sky Switzerland SA. Sky Switzerland SA is entitled to transfer the payment claims against the customer as well as all rights and obligations from the subscription contract to third parties without the customer's consent. In case of transfer of all rights and obligations, Sky Switzerland SA will inform the customer 4 weeks in advance. The customer is entitled to terminate the subscription agreement at the time the transfer is effective.

## **9 Price adjustment**

**9.1** Sky Switzerland SA may, at its reasonable discretion, adjust the subscription fees agreed with the Customer subject to the following provisions if the total cost of the subscription changes due to circumstances occurring after the conclusion of the contract, were unpredictable and not at the discretion of Sky stand ("total cost change"). The total cost of the subscription consists of the following elements ("cost elements"): royalties for program licenses, fees for technical services, customer service and other cost of sales, general administrative costs.

**9.2** Sky Switzerland SA may increase the subscription fees ("Price Increase") if and to the extent that the total cost of the subscription increases ("Total Cost Increase"). Sky Switzerland SA may increase the price by no more than the total cost increase and at most once within one calendar year. Sky Switzerland SA informs the customer about a price increase at least six weeks before its entry into force. Sky specifically notifies the customer in the notification of the price increase of any right to terminate and the notice period, as well as the consequences of a termination not received in due time.

**9.3** If a price increase is more than 5% of the subscription fees applicable up to the time of the increase, the Customer is entitled to terminate the subscription contract at any time upon receipt of the notice of increase with effect from the date of entry into force of the increase. The right of termination only applies to the product affected by the price increase. However, if the product affected by the price increase is a prerequisite for another product, termination is also valid for this product. If the customer does not terminate or fails to do so on time, the subscription will continue at the time specified in the notification with the new subscription fees.

**9.4** To the extent and as soon as the costs mentioned in 9.1 for Sky Switzerland SA reduce, Sky Switzerland SA will reduce the subscription fees accordingly. Sky Switzerland SA may only consider any cost increases for other cost elements if Sky Switzerland SA has not already taken these costs into account in the context of an increase in subscription fees.

**9.5** Irrespective of rules 9.1 to 9.4, Sky Switzerland SA is entitled to adjust the subscription fees accordingly in case of increase or reduction of the VAT.

## **10 Closing agreements:**

Sky Switzerland SA may amend these General Terms and Conditions with an announcement period of 4 weeks if the change is reasonable for the customer taking into account the interests of Sky Switzerland SA. The right of amendment does not apply to essential provisions of the contractual relationship, in particular the nature and scope of the agreed mutual benefits and the term. If the customer does not object to the change within the period set by Sky Switzerland SA, the change is considered approved. Sky Switzerland SA informs the customer in the change notice of this fact.



**The protection of your privacy is important to us!**

Thank you for choosing the *Sky Sport® / Sky Show® / Sky Store®* services. Welcome to our Privacy Policy. We recommend that you read this statement carefully and, if necessary, personalize your privacy preferences before using our services. We are committed to protect your privacy. We will always process your data in accordance with applicable data and privacy regulations. We guarantee that we collect data solely for the successful and complete delivery of our *Sky Sport® / Sky Show® / Sky Store®* services.

**Our privacy policy**

This Privacy Policy describes the collection and processing of your data as part of your registration and use of our services.

We reserve the right to amend this Privacy Policy at any time. Our customers will be informed in advance by email, if changes are made.

We do not assume any liability for the privacy policies and practices of third party companies whose services we reference to, and forward on our websites to via hyperlinks.

**Which data is affected?**

It affects any personal data, which you have sent us, but is not limited to your name, your e-mail address, telephone number, and billing histories.

With respect to our customers, the context also requires navigation data, location information, IP addresses, and Internet usage data.

**What data do we collect and process?**

All data collected and processed by us is solely gathered for the successful and complete delivery of the *Sky Sport® / Sky Show® / Sky Store®* services. We collect two types of data:

1. The data we require to allow you to use the *Sky Sport® / Sky Show® / Sky Store®* services;
2. The information you voluntarily share with us to benefit from additional functionalities and a personalized experience.

Data in the first category is the data we require to provide the access to the *Sky Sport® / Sky Show® / Sky Store®* services.

The data of the second category are the data that we only collect and process after receiving consent from you and your permission.

We specifically ask for your consent to the collection of data in the second category. You can always change your mind and withdraw your permission at any time.

● **The first category includes:**

**The registration data:** this data enables us to authenticate you and allows us to contact you. When you sign up for the *Sky Sport® / Sky Show® / Sky Store®* services, we reserve the right to receive personal information such as your name and surname, gender, language preferences, password, and email Address as well anonymous location information derived from your IP address.

Using this data, we may limit access to our services in some countries, as provided by our contractual obligations, and adapt our offerings to your language preference.

When you log in to the *Sky Sport® / Sky Show® / Sky Store®* services through a third-party application (e.g. Facebook), you allow us to collect your authentication information, such as your username and password in encrypted form. We may also collect other available information on or through your third-party account, such as your name, profile picture, country, birthplace, email address, date of birth, and gender.

You can also volunteer to add more information, such as your mobile phone number, to your account.

**Account information:** This is the data that you provide us for the full use of the Services, such as your bank account information, billing address, contact address, and the communication address you provide should you contact us with questions about our services.

If you sign up to subscribe (as defined in the Terms) or if you make further purchases through the services, we may need all the information to complete and administer your payment, and in particular your credit card or bank card information (such as the card type and expiration date ) by us and / or by operators of payment systems with which we cooperate, collected and stored. We may also reserve the right to collect limited information such as your zip code, mobile number, and details of your transaction history should this be necessary to provide the services. In addition, payment system operators will forward restricted personal information, such as a single token, to us for further purchases with the data we hold or your bank card type, expiration date and certain numbers of your card number.



**Service Data:** is the data we need to fully provide the Services, such as the software version, your IP / MAC address, and the version of your service packs.

**Other Data:** is the information we may provide, under applicable law, from public sources. We may also collect and store third-party information that you provide to us, such as when you purchase a product to give to a third party.

- **The second category includes:**

The data allows you to benefit from additional functionalities. We do not receive any data that you have not expressly consented to.

**Technical data:** This data includes, but is not limited to, URLs, cookie information, your IP address, the type of device you use to use or sign in to the *Sky Sport® / Sky Show® / Sky Store®* services, the unique device identifier, the type and provider of the service Network connection, but also with regard to the web browser or language you are using.

**Data regarding the web browser you are using:** This is data we require to offer you the functionalities of specific web browsers, additional information regarding the web browser you are using, or access to the settings of your web browser, and to enhance your experience of using the *Sky Sport® / Sky Show® / Sky Store®* services; these data are not required to use the services.

**Data regarding the mobile device you are using:** This is the data we need to provide you with functionalities that require additional information regarding the mobile device you are using and that enhance your experience of using the *Sky Sport® / Sky Show® / Sky Store®* services; these data are not required to use the services.

**Usage data:** This is the data relating to your preferred programs, which we obtain from your use of the Services, such as when you interact with trailers, films, series, third-party applications or advertisements available on or via *Sky Sport® / Sky Show® / Sky Store®*. The data is stored and analyzed in order to further develop our services, to adapt them to the needs of our users and to submit personalized offers to them. If you use or interact with the *Sky Sport® / Sky Show® / Sky Store®* services, we reserve the right to use a variety of technologies to collect data regarding your access and use of the *Sky Sport® / Sky Show® / Use Sky Store®* services.

### **What is the purpose of collecting and processing the data?**

As a *Sky Sport® / Sky Show® / Sky Store®* service user, your user data will be stored and analyzed. This type of data collection is used for the automatic generation of offers, invoicing and the generation of film proposals based on previously viewed content.

The stored data enables us to constantly improve our services and to further develop our offerings. We strive to improve the use, personalization and reliability of our services based on this data.

We therefore collect data with the following objectives:

**The provision of services.** We use the contact data, account data and service data to change the settings of our services and to make further development or personalization possible. This includes deployment, technical support, material customization and software customization, billing.

**To improve our services.** We reserve the right to use data in general to improve our services or to conduct market studies regarding our current services. To improve the integrity of our services and to prevent fraud, we use data regarding your use and access to the Services, as well as the information we receive from your comments on the Services.

**To meet the requests of a judicial authority.** We reserve the right, in the context of and in compliance with applicable laws, to disclose data to third parties upon request of a judicial authority. Such disclosure may be made without your knowledge, consent, and notice.

### **Who could have access to the data?**

We disclose your information for specific purposes and to third parties, as described below:

**Employees of Sky Switzerland SA.** We strive to keep the number of employees who have access to your information as low as possible. All of these employees have a special authorization for data inspection. Furthermore, this team of employees only has access to data that you need to carry out your activities.

**Buyer of the company.** In the event of an acquisition of Sky Switzerland SA or the divestment of assets of Sky Switzerland SA containing your data, Buyer commits itself to comply with the rights and obligations associated with the use of your data and as set out in this Privacy Policy.



**Service providers:** We use other companies ("service providers") to provide services on our behalf or to help us provide our services to you. For example, we hire service providers to provide marketing infrastructure, and IT services to personalize and streamline our service, process credit card transactions or other payment methods, provide customer service to collect debt, and to process and manage customer surveys. While providing such services, these service providers may have access to your personal or other information. We do not authorize you to use or disclose your personal information except in connection with the provision of their services.

**How do we secure your data?**

We have set up a task force to ensure network security, the security of our IT infrastructure and the security of our information systems. We use technical solutions and adapted, appropriate procedures to protect your data.

**How can you edit your privacy settings?**

There are several ways to edit your privacy settings: via email, phone, paper mail, or the *Sky Sport® / Sky Show® / Sky Store®* platform. You can also contact our customer service via the "Contact Us" pages on our website.

**What are your rights?**

You are entitled to demand the modification or deletion of your data.  
You are entitled to receive information about the type of personal information we hold about you.  
You may deprive us of the right to use your data for direct marketing purposes.

**Contact us with questions regarding this Privacy Policy**

We hope that these explanations have brought you closer to our privacy and privacy obligations. If you have comments or questions about this Privacy Policy, please contact our Privacy Officer by e-mail at [privacy@sky.ch](mailto:privacy@sky.ch)

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