

## Terms of Use

Last updated: 23 May 2022

Welcome to the websites and apps of Eurosport and Eurosport Player (the "Service").

### Who we are

The party to your contract and who operates and provides the Service to you depends on whether your habitual residence is in Austria or in Germany.

**If your habitual residency is in Austria**, 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 ("Warner Bros. Discovery", "WBD").

**If your habitual residency is in Germany**, the following applies instead:

For any part of the Service that requires you to sign up for a Subscription, as defined in section 1.1(b) (including any Subscription that begins with a free period of access) or for any part of the Service that requires you to redeem a voucher, this Service is operated and provided to you by Joyn GmbH registered in Germany whose registered office is at Ridlerstraße 57, 80339 München ("Joyn").

For any part of the Service that does not require you to sign up for a Subscription or to redeem a voucher, this is operated and provided to you

- by Joyn, in the case of the websites and apps of Eurosport Player (eurosportplayer.com); and
- by WBD, in the case of the websites and apps of Eurosport (Eurosport.com).

In general, "we", "us" and "our " refer to both Joyn and WBD, as applicable depending on your habitual residency as outlined above, unless specified otherwise.

### The Service

The Service includes the Eurosport and Eurosport Player website (the "Websites"), applications (the "Apps") and anything made available on the Websites and Apps, including all features, functionalities and user interfaces, as well as any content and materials you can view or access, such as images, photos, sounds, music, text, articles, games, graphics, software, videos, programmes, live streams and channels ("Content").

Through the Service you will have access to a selection of Content. However, the specific Content on the Service covered by this selection may change – that means new articles, programmes, channels, sporting events and other content may become available whilst other existing content will stop being available. We may also update and modify elements of the Service itself from time to time – for example the design, layout, features and functionalities. See section 8 for more details.

### Terms of Use

#### 1. Access to the Service

1.1 You may be able to access and view some Content without registering or making a payment, but some Content will only be available to you if you:

- (a) register an account ("Account"); or
- (b) purchase a fixed term or recurring subscription ("Subscription").

1.2 You can use the Service, including signing-up for an Account and a Subscription, if you are aged 18 or older.

1.3 The Service (including any Content, features and functionalities) may vary depending on:

- (a) your device (for more information on supported devices, see section 12);
- (b) your territory of residence (in section 17 you will find information on how to use the Service if you are temporarily abroad within the European Economic Area ("EEA"); we do not mean such temporary stay abroad in this context);

- (c) whether you are accessing the Service as an unregistered guest, a Eurosport or Eurosport Player Account-holder or a subscriber;
- (d) the type of Subscription you have chosen;
- (e) any restrictions imposed by our commercial partners, including in relation to the rights granted to us; and
- (f) whether you have purchased a Subscription directly from us, via another service or from one of our third party partners (please see section 11 for more details).

## 2. **Your Account**

- 2.1 When creating your Account or purchasing a Subscription, 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 an Account, such as your login details with a social media service.
- 2.2 You may not disclose your payment data and your Account login credentials to third parties. If you become aware of or suspect a security breach or unauthorised use of your payment data or Account login credentials, you must inform us immediately.
- 2.3 You agree to keep your Account login credentials (including any contact details and payment details) up to date, accurate and correct at all times while using the Service. We are not responsible for any losses or issues arising as a result of any inaccurate or incorrect Account information provided to us by you.

## 3. **Your Subscription**

- 3.1 If you purchase a Subscription from us, details of the price, currency and whether the Subscription auto-renews will be provided to you before you complete your purchase. Once you have completed your purchase from us, you can also access details about your Subscription at any time by going to your Account. If you have subscribed through a third party or another service, please read section 11.
- 3.2 If you are looking for more information about your Subscription, you can visit our Help Centre.

## 4. **Automatic renewal**

- 4.1 Certain Subscriptions automatically renew unless you cancel your Subscription before your next renewal date (or before the end of any free period of access, see section 5 for more details). If you purchase a Subscription through us, we will let you know, at the point of sign-up, if your type of Subscription will automatically renew and the notice period to avoid this.
- 4.2 If you have purchased a Subscription directly through us, you can also turn off auto-renew in your Account area.
- 4.3 For more information on how to turn off auto-renew, visit our Help Centre.

## 5. **Free Period of Access**

- 5.1 Your Subscription may start with a free period of access. Free periods of access are available to new subscribers only (one per subscriber), unless we tell you otherwise. The specific duration of any free period of access will be specified at the point of sign-up.
- 5.2 You will be charged automatically at the end of your free period of access, unless you cancel your Subscription before the expiry of such period.

## 6. **Promotional Offers**

- 6.1 WBD, Joyn, companies within the same group as WBD or Joyn ("Affiliates") and/or our third party partners may make available voucher codes, discounts or other promotional offers which may offer you discounted access to the Service or access to the Service at no cost to you ("Promotional Offers").

- 6.2 Promotional Offers may take a variety of forms and may be made available on a standalone basis or provided as part of a bundle with other products or services sold by WBD or Joyn (or an Affiliate) or with the products or services of one of our third party partners.
- 6.3 You may only use and redeem Promotional Offers in accordance with the specific terms and conditions which apply to them. Please check the relevant terms and conditions of the Promotional Offer for full details, including: (a) who is eligible to take up the offer; and (b) whether restrictions apply on combining a Promotional Offer with a free period of access, or with any other Promotional Offer.
- 6.4 Where a Promotional Offer is provided by a third party partner or an Affiliate, you may also be required to agree to the third party partner's or Affiliate's terms and conditions.

## 7. **Billing**

- 7.1 At the start of your Subscription (or at the end of your free period of access (if applicable)) and on any renewal, you will be charged using the payment method chosen by you when you first subscribed (the "Primary Payment Method"). See section 7.5 below for information on how to update or change your payment method.
- 7.2 You may have the option to provide multiple payment methods (each of these is called a "Backup Payment Method" in these Terms of Use) to be associated with your Account. In the event you submit multiple Backup Payment Methods, you hereby authorise WBD or Joyn, as applicable based on your habitual residency as described above, to charge any such Backup Payment Methods in the event the Primary Payment Method fails or cannot be charged for any other reason. You must not provide a Primary Payment Method or Backup Payment Method without authorisation from the relevant owner.
- 7.3 If you have a recurring Subscription, payments will be taken automatically on or shortly after the first day of each new subscription period. Usually the first payment will be taken on the day you subscribe or, if you have a free period of access, the day after your free period of access ends.
- 7.4 If you are eligible for a Promotional Offer which enables access to a Subscription for no charge for a specified period and then converts to a paid Subscription, your first payment will be taken on or shortly after the end of the promotion period. If you are eligible for a Promotional Offer involving a discount, your Subscription payments will be reduced based on the terms of that Promotional Offer. After the discounted promotion period, the then standard subscription price will apply.
- 7.5 To view your billing information, turn off auto-renew or to update or change your payment method, go to your Account (unless you are paying via a third party or through another service, for example via Apple, Google or another of our third party partners, in which case see section 11 below).
- 7.6 We use other companies (including Affiliates), agents and contractors to process card transactions and other payment methods. For some payment methods, the relevant issuer may charge you certain fees, such as a foreign transaction fee or other fees relating to the processing of your payment method. Charges imposed by the relevant issuer (and any taxes applicable to such charges) may vary depending on the payment method used. You will be solely responsible for any such charges (and any taxes on such charges) which may apply. Check with your payment provider for details.
- 7.7 If you purchase a Subscription from us, provide a payment method during sign-up, or update your payment method, a nominal charge may be temporarily taken for verification purposes.

## 8. **Changes**

### 8.1 **Content changes**

As we mentioned above when describing the Service, you will always have access to a selection of Content, but the specific Content may change regularly. 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, or for legal or regulatory reasons.

## 8.2 Updates and changes to the Service

- (a) We may temporarily restrict the use of the Service if this is necessary with regard to the security, integrity and capacity limits of the Service or to carry out technical measures on the Service, for example maintenance work. We will take your legitimate interests into account and inform you of restrictions reasonably in advance.
- (b) In addition, we may regularly make updates and changes to the Service and its functionalities if the change is solely for your benefit or we have valid reasons which require such changes, in particular:
  - (i) to ensure compliance with applicable laws and/or reflect changes in relevant legislation, case law and regulatory requirements;
  - (ii) to fix bugs, implement technical adjustments and make improvements, such as adapting the Service to a new technical environment, transferring the Service to a new hosting platform, or ensuring Service compatibility with the devices and software we support (as listed in our Help Centre);
  - (iii) to upgrade or amend the Service, including ending support for older versions of the Apps or their compatibility with certain devices as set out in the Help Centre, or releasing a new version of the Apps on certain devices;
  - (iv) to alter the structure, design or layout of the Service, including changing the name of the Service or re-branding, or amending, improving and/or expanding the features and functionalities available;
  - (v) to maintain the operability of the Service;
  - (vi) to adapt the service to changing market conditions, such as increased user numbers;
  - (vii) for security reasons; and
  - (viii) for anti-piracy reasons.
- (c) All changes are made without additional cost to you.
- (d) If we make changes as specified in section 8.2(b) and these are changes which will negatively impact your access to or use of the Service in more than a minor way ("Major Change"), we will give you at least six weeks' notice by email ("Change Notice"). The Change Notice will contain a description of the changes, the date on which the Major Change will be made and information about your rights as described below.
- (e) In the event of a Major Change, you have the right to terminate the contract free of charge within 30 days. If a Major Change takes effect during your current Subscription, this means that you can cancel your Subscription (at no cost to you) within this period. If you cancel in these circumstances, we will refund any amounts you have paid for your Subscription but not yet received. If you do not refuse such changes or otherwise cancel your Subscription within this period, we will take that as acceptance of the changes.
- (f) The period described in section 8.2(e) begins once you received the Change Notice. If the Major Change is made after you have received the Change Notice, the period shall only start to run from when the change comes into effect.
- (g) These Terms of Use shall apply accordingly to any changes made and to the use of the Service after any changes.
- (h) The addition, removal and adaptation of the Content and Services available via the Service (see section 8.1) does not constitute a change to the Service or its scope of functions within the meaning of this section 8.2.

### 8.3 **Changes to these Terms of Use**

- (a) We may change and modify these Terms of Use with effect for the future if there is a valid reason for the amendment and insofar as the changes are reasonable taking into account the interests of both parties.
- (b) A valid reason exists in particular if the changes are necessary due to a disruption of the equivalence relationship of the contract to a not insignificant extent that was unforeseeable for us at the time of the conclusion of the contract, or if they are necessary for continuing the performance of the contract due to changes in case law or legislation.
- (c) This section 8.3 does not cover any changes or modifications to a main performance obligation.
- (d) We will send you the amended Terms of Use in text form before the planned entry into force and will separately refer to the new provisions and the date of entry into force. At the same time, we will grant you a reasonable period of at least six weeks to declare whether you accept the amended Terms of Use for further use of the platform.
- (e) If you do not make any statement within this period, which begins to run from your receipt of the notification in text form, the amended Terms of Use shall be deemed to have been agreed.
- (f) We will inform you separately about this legal consequence, i.e. the right of objection, the objection period and the significance of silence, at the beginning of the period.

### 9. **Cancellation of a Subscription**

- 9.1 If you have purchased a Subscription from us that is set to auto-renew or that has an initial free period of access, you can cancel it at any time before the end of each subscription period (or free period of access). On cancellation, you will be able to continue to use your Subscription until the end of the current subscription period (or free period of access) and you will therefore not be offered a refund for the current subscription period. To manage or cancel your Subscription, go to your Account.
- 9.2 You will be informed at the point of signing up for a Subscription of any minimum term that applies, including whether this always lines up with your billing period.
- 9.3 If you signed up for a Subscription that is set to auto-renew through a third party (for example via an app store or one of our third party partners) and wish to cancel your Subscription, you will need to do so through that third party. For example, you may need to go to your device settings or visit your app store account and turn off auto-renew for your Subscription.
- 9.4 Your extraordinary right of termination and any right of termination pursuant to clause 8.2(e) remain unaffected.

### 10. **Right of withdrawal**

You can find the information on your right of withdrawal in **Appendix 1** below.

### 11. **Bundles, third party platforms and additional terms**

#### 11.1 Access to the Service or purchasing a Subscription via a third party platform

- (a) If you access the Service or purchase a Subscription through a third party (e.g. an app store, platform or other streaming service), or through another service operated by us or an Affiliate (e.g. access to the Service via a bundle of WBD services), separate terms and conditions will be agreed with you in addition to these Terms of Use ("Additional Terms"). In these circumstances, the third party or the Affiliate is responsible for the execution of the contract (in particular for payment, billing and cancellation rights), unless otherwise expressly agreed with you.
- (b) In the event of any inconsistency between those provisions in the Additional Terms and these Terms of Use, the provisions in the relevant Additional Terms will apply.

- (c) If you are paying for a Subscription via a third party or an Affiliate, or via another service and wish to change your payment method, you will need to do so through that third party, Affiliate or other service. If you encounter any problems with billing or payments, please refer to the Additional Terms for details of your rights to any refunds or credits relating to your Subscription.
- 11.2 Signing up, accessing or paying for a third party service via the Websites or Apps
- (a) If you sign up, access or pay for another service via our Websites or Apps (e.g. where access to another WBD service, or a third party service, is bundled with your purchase of a Subscription to our Service), Additional Terms will be agreed with you in addition to these Terms of Use. If you are paying for another service directly via our Service, we will be responsible for the execution of the contract (in particular for payment, billing and cancellation rights).
  - (b) In the event of any inconsistency between those provisions in the Additional Terms and these Terms of Use, the provisions in these Terms of Use will apply.
  - (c) If you are paying for a service via our Service but payment is taken by a third party (e.g. an app store, platform or other streaming service), that third party's terms regarding payment, billing and cancellation will apply.
12. **Device restrictions, supported devices and updates**
- 12.1 You may only be able to watch Content on a certain number of devices at the same time. You can find details of these device restrictions in our Help Centre.
- 12.2 Availability and functionality of the Service depends on the quality of your internet connection and whether you have a compatible device and operating system. The Service, or some features of the Service, may not be available on all devices and/or on all operating systems (or all versions of such devices and operating systems). Please visit the Help Centre to see the full list of compatible devices and operating system requirements for the Service.
- 12.3 To get the best experience and to ensure the Service operates correctly, we recommend that you accept any updates to the Service that we inform you about as and when they become available. This may also require you to update your device operating system.
- 12.4 As and when new operating systems and devices are released, we may over time stop supporting older versions. Without prejudice to your rights under section 8.2 we will inform you of this in good time. You will find the current list of supported devices and operating system requirements in our Help Centre.
- 12.5 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.
13. **Additional charges**
- 13.1 You are responsible for connection costs, i.e. those charged to you by your respective providers in connection with your internet access or mobile data.
- 13.2 Remember that streaming and downloading audio-visual content such as videos and games can use up a lot of data.
14. **Your content**
- 14.1 If you have an Account, you may be able to interact with Content on the Service, including liking, commenting on, and sharing Content.
- 14.2 We want to encourage an open exchange of information and ideas on and through designated parts of the Service and associated community and social media pages. However, we cannot and do not review every posting made on public posting areas of the Service, or in areas on community and social media sites with our branding, or chat rooms, forums and blogs. You can expect these areas to include content, information, and opinions from a variety of individuals

and organisations other than us ("User Generated Content"). We do not guarantee the accuracy of User Generated Content from third parties.

14.3 On or via the Service you may not:

- (a) publish any User Generated Content that is defamatory, offensive, unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortuous, contains explicit or graphic descriptions or accounts of sexual acts, or is otherwise objectionable according to the perception of an objective person;
- (b) post User Generated Content that (i) infringes the rights of anyone else (including, without limitation, patent, trademark, trade secret, copyright, publicity, privacy or other proprietary rights), (ii) is in breach of these Terms of Use, or (iii) interferes with the use of the Service by others;
- (c) publish User Generated Content that 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 right holder or are otherwise legally entitled to share the material in question;
- (d) victimise, harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- (e) collect for marketing purposes any email addresses or other personal information that has been posted by other users of the Service;
- (f) impersonate any person, business or entity, including WBD or Joyn and its employees and agents, or falsely states or otherwise misrepresents your affiliation with any person, business or entity, including WBD or Joyn;
- (g) disseminate advertisements or solicitations or encourage others to make a donation;
- (h) distribute viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permits the unauthorised use of a computer or computer network;
- (i) encourage conduct that would constitute a criminal offence or that gives rise to civil liability or that otherwise encourages others to commit illegal activities or cause injury or property damage to any other person;
- (j) submit, post or transmit material on or through the Service under a false name; or
- (k) submit, post or transmit material on or through the Service that results in a single message being posted to any area of the Service if that message is, in our view, off-topic or in violation of these Terms of Use.

14.4 We may remove, modify or delete such material, terminate or suspend your access and/or terminate or suspend your Account if we become aware of any breach of these Terms of Use or other unlawful use. We will generally not do this without contacting you and giving you an opportunity to respond or remedy the situation. If we remove, modify or delete material, we will notify you no later than immediately after we have made the removal, modification or deletion. We will inform you in advance of any intended termination or suspension of access and/or any intended termination or suspension of your Account and tell you the reason for our actions. However, if we are required by law to immediately remove, modify or delete material, terminate or suspend your access and/or terminate or suspend your Account, we may do so without informing you unless the information is part of our legal obligation. We will restore access to the material or to your Account immediately if you have provided substantial grounds that our action was not justified.

14.5 We reserve the right to disclose information, to comply with court orders or other legally legitimate requests where we are entitled or obliged to do so.

14.6 When you upload or post User Generated Content to the Service, throughout the period of this contract you grant us a worldwide, non-exclusive, sub-licensable, transferable right to use, reproduce, distribute, modify, create derivative works from, display, publish, perform all aspects of your content (including soundtracks or music) necessary for the provision of the Service.

(a) This includes the right for us to publish, republish or otherwise transmit your User Generated Content (and any sound featured in any content submitted by you), your name, and any other material you upload which features you (for example, any images or videos of you) throughout the world via Eurosport branded websites and on community and social media sites, including (without limitation) YouTube, Facebook, Twitter and Instagram pages operated by us (including regional Eurosport pages or foreign language channels) in the manner described in these Terms of Use.

(b) This also includes the right for us to make minor alterations or modifications for technical or formatting purposes, subject to the preservation of the intellectual character of the work and you waive any right to inspect and approve a finished product or the copy that may be used in connection with material which you may upload or post on the Service, or the use to which such material may be applied.

## 15. **Ownership and Licence**

15.1 You are permitted to use the Service for your personal and non-commercial use only. Throughout the period of this contract, we grant you the limited, non-exclusive and non-transferable right to access the Service and stream, download, temporarily store and view the Content.

15.2 If you have purchased a Subscription, you may be able to temporarily download selected items of Content from the Service to compatible devices for offline viewing.

(a) There may be a limit to the total number of items of Content that you can download at any one time. These limitations will vary depending on the nature of the Content you have downloaded.

(b) Subject to rights restrictions or other limitations, you will usually have 48 hours to watch downloaded Content before it expires once you have pressed play. Downloaded Content which has not been played within 30 days of initial download, will usually expire automatically.

(c) If you cancel your Subscription, or we no longer have the necessary rights to the downloaded Content, access to such downloads will automatically expire.

15.3 You may not remove, alter or in any way tamper with any copyright notices or other proprietary markings contained in the Service or any Content.

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

16.1 You must not, and must not allow third parties to (except as expressly permitted in these Terms of Use):

(a) (i) transmit, (ii) broadcast, (iii) display, (iv) perform, (v) publish, (vi) license or grant rights to, (vii) offer for sale, or (viii) make and/or distribute copies of any part of the Service or other than for private use;

(b) exhibit any Content or any part of the Service in any public place;

(c) frame any item of Content or the Service on (or incorporate any part of the Service into) another website, application, online service or audio-visual service;

(d) access the Service or parts of the Service and/or purchase your Subscription using a virtual proxy network;

(e) use your login credentials to access your Account or Subscription without authorisation from us, or do anything else which allows you to gain unauthorised access to the Service, or any account, computer system, or network connected to the Service, by means such as hacking, password mining or other illicit means;



- (f) attempt to alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Service, unless you have a legal right to do so;
  - (g) remove, deactivate, degrade or thwart any of the content protections in the Service or the Content; and / or
  - (h) 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, your Subscription or the Content.
- 16.2 You may be able to create multiple profiles under your Account. If you do so, you remain responsible for all activities that are carried out through your Account, regardless of which profile they are under, unless the activities are carried out by unauthorised third parties and you are not responsible for it.
- 16.3 You may not sign-up (or attempt to sign-up) multiple times for a free period of access or for the same Promotional Offer, or take any other action designed to enable you to benefit from multiple free periods of access or the same Promotional Offer, unless expressly stated to be permissible in the relevant terms and conditions of the Promotional Offer. Any such action shall be a breach of these Terms of Use and may result in the termination of your Account and/or Subscription.
- 17. Using the Service outside your home country of residence**
- 17.1 If you are a resident in the European Economic Area (EEA), for example, if you live in Germany or Austria, you can access the Content normally available through your specific Subscription when visiting another country within the EEA (“EEA Country”), at no extra cost. This means that if you are in an EEA Country, you can enjoy the same service and access the same Content, in the same language while abroad that you can access and enjoy when you are at home. This access is only available if you are temporarily in another EEA country and you have provided us with sufficient information so we can verify that your place of habitual residence is in the EEA.
- 17.2 Go to the Help Centre for more information about access to the Service outside your home country.
- 18. Ending your right to use the Service**
- 18.1 We can end our agreement with you (and consequently end your right to use all or part of the Service) at any time with a notice period of two weeks. If we end our agreement with you after you have purchased a Subscription directly from us, we will give you as much advance notice as is reasonably practicable and ensure that you either: (i) have access to your Subscription for the remainder of your subscription period; or (ii) get a refund for the remaining portion of your subscription period after the date on which our agreement ends. Your cancellation rights are set out in section 9.
- 18.2 If we discontinue any part of the Service, we will give you at least 30 days’ prior notice (unless we need to discontinue the Service (or any part of it) more quickly for legal reasons, including in order to comply with a court order or due to a corporate re-structuring). This does not affect your rights under section 8.2. If we discontinue a part of the Service you have subscribed to, we will provide you with a refund for any amounts you have paid us for the Service but not yet received.
- 18.3 We may end or suspend your right to access all or any part of the Service or your Subscription if you have breached these Terms of Use despite having been warned by us, if you use the Service or any part of the Service fraudulently, illegally or in any manner other than for its intended purposes, or if we are under a legal obligation to do so. We will generally inform you in advance if we decide to end or suspend your right to access the Service or your Subscription unless we take such action due to a legal obligation that does not include an obligation to inform you in advance or if this is not possible as we are obliged to take immediate action. In such cases, we will inform you immediately afterwards. We will restore access to the Service or to your Subscription without delay if you have provided valid reasons that our action was not justified.

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

## 19. **Our liability to you**

19.1 We are liable for defects, i.e. that the Service will be in legal conformity at the time of supply and during the life of our contract with you, in accordance with the statutory warranty laws (legal guarantee). If you have your habitual residence in Austria, these are in particular the warranty rights according to the Consumer Warranty Act (Verbrauchergewährleistungsgesetz, VGG) and §§ 922 to 933b of the General Civil Code (Allgemeines Bürgerliches Gesetzbuch, ABGB).

19.2 Apart from this, we are liable in respect to these Terms of Use and our contractual relationship conclusively as follows:

- (a) We shall be liable without limitation for intent and gross negligence as well as for damages resulting from injury to life, body or health.
- (b) In cases of slight negligence, we shall only be liable, apart from injury to life, body or health (see section 19.2(a) above) and apart from section 19.2(e) below, in the event of a breach of a material contractual obligation. A material contractual obligation within the meaning of this section is an obligation the fulfilment of which makes the performance of the contract possible in the first place and on the fulfilment of which the contractual partner may therefore regularly rely. Otherwise, our liability is excluded in the case of slight negligence apart from injury to life, body or health (see section 19.2(a) above) and apart from section 19.2(e) below.
- (c) The liability according to section 19.2(b) is limited to the damage foreseeable at the time of the conclusion of the contract, the occurrence of which must typically be expected.
- (d) The limitations of liability apply accordingly in favour of our employees, agents and vicarious agents.
- (e) Any liability on our part for any commercial guarantees we may have provided and for claims based on the Product Liability Act (Produkthaftungsgesetz) or in the event of data protection violations shall remain unaffected.

19.3 We will also not be liable for any malfunction or failure of any part of the Service or the Content or any loss of Content or data resulting from any of the following:

- (a) malfunctions or faults in your chosen equipment, devices, operating system or internet connection (including malware, viruses or bugs originating from third parties or on any of your devices); or
- (b) your failure to download or install any update or the most recent published version of the Service in order to benefit from new or improved features and/or functionality where we have informed you about the update, explained the consequences of failing to install it and provided installation instructions; or
- (c) your failure to download or install any update or the most recent published version of the Service in order to meet any compatibility requirements where we have informed you about the update, explained the consequences of failing to install it and provided installation instructions; or
- (d) incompatibility of any part of the Service or Content with any devices or operating systems other than those listed in our Help Centre; or
- (e) your internet connection not meeting the minimum bandwidth and/or speed requirements as detailed in the Help Centre.

## 20. **Third party websites**

20.1 The Service may include hyperlinks to other websites that are not owned or controlled by us. We have no control over, and assume no responsibility for the availability of any third party websites.

20.2 We encourage you to be aware when you leave the Service and read the terms and conditions and privacy policy of every other website that you visit.

## 21. 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 contact us through our Help Centre.

## 22. Final provisions

22.1 The language of this contract is German. Any translations of these Terms of Use are for your convenience only and in case of any conflict between different language versions, the German version shall prevail.

22.2 We have the right to transfer the rights and obligations arising from this contract to a third party. In such a case, you have the right to terminate the contract.

22.3 We are not obliged or willing to participate in dispute resolution proceedings before a consumer arbitration board.

22.4 The contractual relationship between the parties shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods ("CISG"). If you are a consumer and do not have a place of residence in the Federal Republic of Germany, the contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of the CISG, unless mandatory provisions of the law of the country in which you have your habitual residence provide otherwise.

**If you have your habitual residence in Austria, the following shall apply instead:** The contractual relationship between the parties shall be governed by the laws of the Republic of Austria, excluding the conflict of law rules (Verweisungsnormen) and the UN Convention on Contracts for the International Sale of Goods ("CISG"). If you are a consumer and do not have a place of residence in the Republic of Austria, the contractual relationship shall be governed exclusively by the laws of the Republic of Austria, excluding the conflict of law rules (Verweisungsnormen) and the CISG, unless mandatory provisions of the law of the country in which you have your habitual residence provide otherwise.

22.5 If you do not have a general place of jurisdiction in Germany or in another EU member state, or if you are a merchant (Kaufmann) or a legal entity under public law, or if you move your permanent place of residence abroad after these Terms of Use come into effect, or if your place of residence or habitual residence is unknown at the time the action is brought, the exclusive place of jurisdiction for all disputes arising from this contract shall be our registered office address.

**If you have your habitual residence in Austria, the following shall apply instead:** If you do not have a general place of jurisdiction in Austria or in another EU member state, or if you are an entrepreneur as defined by § 1 of the Consumer Protection Act (KSchG), or if you move your permanent place of residence outside the EU after these Terms of Use come into effect, or if your place of residence or habitual residence is unknown at the time the action is brought, the exclusive place of jurisdiction for all disputes arising from this contract shall be our registered office address.

## Appendix 1: Right of withdrawal

### Section A: Right of withdrawal for habitual residence outside Austria

If you have your habitual residence in Austria please see **Section B** below.

#### Information concerning the exercise of the right of withdrawal

##### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Joyn GmbH c/o DPlay Entertainment Limited, FAO: Customer Services, Chiswick Park Building 2, 566 Chiswick High Road, London, W4 5YB, United Kingdom, [customerservice@eurosportplayer.com](mailto:customerservice@eurosportplayer.com), +49 89 628 24504) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

##### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

**We recommend that if you purchased your Subscription from a third party other than WBD or Joyn (such as an app store), you should submit this form with relevant information about them to that third party in order to withdraw from the agreement.**

**WHEN COMPLETING THE MODEL WITHDRAWAL FORM, PLEASE PROVIDE THE E-MAIL ADDRESS YOU USED TO REGISTER FOR THE SERVICE TO HELP US FACILITATE THE PROCESS.**

#### Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract).

- To: Joyn GmbH c/o DPlay Entertainment Limited, FAO: Customer Services, Chiswick Park Building 2, 566 Chiswick High Road, London, W4 5YB, United Kingdom, [customerservice@eurosportplayer.com](mailto:customerservice@eurosportplayer.com)
- I/we(\*) hereby give notice that I/We(\*) withdraw from my/our(\*) contract of sale of the following goods(\*) /for the provision of the following service(\*),
- Ordered on(\*) /received on(\*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(\*) Delete as appropriate.

## Section B: Right of withdrawal for habitual residence in Austria

If you have your habitual residence in Austria, the following applies instead of section 10 in conjunction with **Appendix 1 Section A**:

### Information concerning the exercise of the right of withdrawal

#### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (DPlay Entertainment Limited, FAO: Customer Services, Chiswick Park Building 2, 566 Chiswick High Road, London, W4 5YB, United Kingdom, [customerservice@eurosportplayer.com](mailto:customerservice@eurosportplayer.com), +49 89 628 24504) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

**We recommend that if you purchased your Subscription from a third party other than WBD (such as an app store), you should submit this form with relevant information about them to that third party in order to withdraw from the agreement. WHEN COMPLETING THE MODEL WITHDRAWAL FORM, PLEASE PROVIDE THE E-MAIL ADDRESS YOU USED TO REGISTER FOR THE SERVICE TO HELP US FACILITATE THE PROCESS.**

### Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract).

- To: DPlay Entertainment Limited, FAO: Customer Services, Chiswick Park Building 2, 566 Chiswick High Road, London, W4 5YB, United Kingdom, [customerservice@eurosportplayer.com](mailto:customerservice@eurosportplayer.com)
- I/we(\*) hereby give notice that I/We(\*) withdraw from my/our(\*) contract of sale of the following goods(\*) /for the provision of the following service(\*),
- Ordered on(\*) /received on(\*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

(\*) Delete as appropriate.