



# XBOX GAMING BUNDLE

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## TERMS

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Date: 17 November 2021

Version: 1

## Eligibility

1. The Xbox Gaming Bundle is available to new and existing Consumer and Small Business customers on a pay monthly phone, 12-month SIM only plan or with a tablet on a 4GEE WiFi price plan who are UK residents. Please note customers on our SME Business Connect and Smart Watch plans are not eligible for this Bundle.
2. A 24 month minimum term applies and we'll apply the charge to your Account each month. After 24 months the Bundle will continue on a 30-day rolling contract and we'll continue to apply the charge to your Account each month until you ask us to remove it.
3. If you cancel the Bundle during the 24-month minimum term early termination charges will apply. After the 24 month minimum term, if at the time of cancellation you have not already been billed for that period it will be charged in full on your next bill.
4. The Xbox Gaming Bundle S provides you with the Xbox Game Pass Ultimate, the Gamers Data Pass and inclusive EU Roaming for a monthly charge, plus an Xbox Series S for an upfront cost.
5. The Xbox Gaming Bundle X with the Xbox Game Pass Ultimate, the Gamers Data Pass, the Video Data Pass and inclusive EU Roaming for a monthly charge, plus an Xbox Series X for an upfront cost.

## The EE Gamers Data Pass and EE Video Data Pass (the "Data Passes")

6. The Data Passes have been tested to work on the iOS or Android operating systems. We will not stop you from using other devices but we cannot guarantee that any data you use on alternative devices or devices using an operating system other than iOS or Android will be zero rated.
7. If you are using an Apple device using iOS 15 or later and have iCloud Private Relay switched on, we will not be able to link your EE customer ID to all of your activity and some or all of the data used will not be zero rated.
8. With the EE Gamer's Data Pass, data used whilst playing games such as Pokémon Go, FIFA Mobile, Star Wars Galaxy of Heroes, Harry Potter: Wizards Unite and streaming content on Twitch (the "Content Apps") whilst in countries covered by your Plan allowance will not be deducted from your EE Price Plan's inclusive data allowance.
9. With the EE Video Data Pass, data used whilst streaming and downloading video content on the content apps listed below (the "Content Apps") whilst in countries covered by your Plan allowance will not be deducted from your EE Price Plan's inclusive data allowance:
  - Netflix,
  - Amazon Prime Video,
  - MTV Play,
  - YouTube,
  - YouTube Kids
  - BBC iPlayer,
  - BBC iPlayer Kids,
  - Twisted Mirror,
  - TV Player,
  - BT Sport,
  - BritBox
10. You must have a balance of your Price Plans inclusive data allowance remaining, if you do not you will not be able to use the Data Passes to play games, stream or download video content from the Content Apps using mobile data. You will still be able to stream or download video content from the Content Apps using Wifi or by purchasing a data add-on.

11. As soon as the Bundle is removed from your account data used whilst playing games, streaming and downloading content on the Content Apps will be deducted from your EE Price Plan's inclusive data allowance.
12. If you access the Content Apps using a VPN or proxy then you will not be able to receive zero rated data as we will not be able to link your EE customer ID to your activity.
13. Not all use of the Content Apps will be zero rated. Using certain additional content in the Content Apps will be deducted from your Plan's data allowance. Examples of this are, adverts, advertising metrics, metadata, news articles, general browsing, images and content (including videos, music, podcasts or radio broadcasts) from third party apps or websites accessed using the Content Apps, or uploading your own content. This list gives an indication of the types of content which may be chargeable but is not exhaustive. On occasion there may be circumstances beyond our control which may lead to data being deducted from your Plan's data allowance, we will endeavour to ensure this never happens. The Data Passes each include an additional 200MB data boost. This additional data allowance will be used in the same way as your Plan's data allowance (if you are on a Sharer plan only the account lead can receive this additional 200MB). This data will be added to your account when your plan data renews each month and does not roll over. This additional 200MB is not ringfenced for use in connection with the Content Apps.
14. We will not stop you from tethering other devices to your mobile device. However, the Data Passes are not designed for this type of use and so we cannot guarantee that any data you use when tethering will be zero rated.
15. We may add or remove Content Apps from either of the Data Passes at any time. We will notify you at least 30 days in advance of removing any Content Apps, unless there are reasons we can't (for example, if a content provider doesn't give us enough notice that they're withdrawing their content).
16. In order to provide the Data Passes we will monitor your access to the Content Apps. We'll process this information in accordance with EE's privacy policy, details of which can be found here <http://ee.co.uk/privacy-policy>.
17. There may be times when we have to share information about you with the suppliers of the Content Apps and vice versa. This will happen in limited circumstances that relate to the prevention of fraudulent or unlawful activity. We'll process this information in accordance with EE's privacy policy, details of which can be found here [www.ee.co.uk/privacy-policy](http://www.ee.co.uk/privacy-policy).
18. The Data Passes are for personal and non-commercial use only. It's your responsibility to ensure that content accessed by under 18s is suitable for those viewing it. Content available via Content Apps may change from time to time.

### **Xbox Game Pass Ultimate**

19. Xbox Game Pass Ultimate provides you with access to Xbox Game Pass (for use on games console and Windows 10 PC), Xbox Live Gold (for use on games console only) and Cloud Gaming (beta) (for use on a compatible mobile device).
20. It is only available to customers using a compatible mobile phone or tablet using Android 6.0 operating system (as at the date of these terms) or later or other compatible devices such as an Xbox console or Windows 10 PC. The list of compatible devices is subject to change. Please see <https://www.xbox.com/en-GB/xbox-game-pass> for compatible devices. Customers on an eligible plan with a device running the iOS operating system or that only uses the Huawei Mobile Services platform (where the Google Mobile Services platform is not available), may may not be able to use Cloud Gaming (beta) on their iOS or Huawei device.

21. You will receive an SMS within 14 days to complete activation of the Xbox Game Pass Ultimate using your Microsoft account. If you already have Xbox Game Pass Ultimate direct from Microsoft, it will automatically be updated on your next renewal date and added to your EE account.
22. If you had an Xbox Game Pass direct from Microsoft and had accrued passes prior to taking this Bundle from EE, the accrued passes may still be available so you can access the services.
23. Some content provided may require additional hardware (e.g. a controller).
24. Access to content outside of the UK is subject to the terms and conditions of Microsoft.
25. The Xbox Game Pass Ultimate is provided by Microsoft Ireland Operations Limited ("Microsoft"). You must read and accept Microsoft's Terms and Conditions. You agree to use service at your sole risk. EE is not responsible for examining or evaluating the content or accuracy of any third-party services and shall not be liable for any such third party services. Data displayed via the service is for general informational purposes only and is not guaranteed by EE. Full terms can be found at <https://www.microsoft.com/en-gb/servicesagreement/>.
26. To access some features of the services you will be required to enter a Microsoft ID. If you do not have an existing Microsoft ID, you will be required to register for one. When registering, you must provide Microsoft with some personal information. The information you supply when creating a Microsoft ID will be processed in accordance with Microsoft's Privacy Statement which can be accessed via the Microsoft Services Agreement (see clause 25).

## General

27. Availability is subject to credit status.
28. When entering into a contract for digital content you're entitled to a 14-day cooling off period, except where you enter into a contract in store. Once you've entered into a contract for these Additional Services, you'll have 14 days to tell us you've changed your mind. However, once you've accessed the services (e.g. by viewing the content or playing a game) we'll assume that you've decided to waive this right to change your mind and you'll lose your right to cancel, except in accordance with the cancellation process described above.
29. Before requesting this Bundle as an Additional Service, you must acknowledge and understand that any change to the Xbox Gaming Bundle does not entitle you to cancel your Agreement with us for mobile network services.
30. We may suspend access to or terminate your contract for the Bundle if you fail to pay a bill by the date set out on it or commit another material breach of your Agreement for mobile network services (visit [here](#) to read the latest version of our terms and conditions).
31. The Bundle is for personal and non-commercial use only.
32. Apart from the Xbox Game Pass Ultimate, the Bundle does not include the cost of any subscription to and third party apps. Separate terms will apply to your use of third party apps. EE is not responsible for examining or evaluating the content or accuracy of any third-party services and shall not be liable for any such third party services.