

# XBOX GAME PASS ULTIMATE WITH EE BROADBAND

## OFFER TERMS

Date: 21 August 2023

Version: 2

## The Offer

1. EE Pay Monthly Mobile handset, SIM and Tablet customers taking an eligible EE Home Broadband Plan are entitled to the following:
  - a Xbox Game Pass Ultimate Add-on (the “**Xbox Add-on**”) and Gamer’s Data Pass at no extra cost for 12 months (the “**offer period**”) when you take EE Full Fibre 900 on a 24-month minimum contract;  
or
  - b The Xbox Add-on and Gamer’s Data Pass at no extra cost for 6 months (the “**offer period**”) when you take EE Full Fibre 500 on a 24-month minimum contract.
2. The Xbox Add-on and Gamer’s Data Pass will be added to your EE Pay Monthly Mobile account (the “**account**”). If you have multiple lines on your **account**, the offer will only be applied to one line.
3. After the **offer period** the **Xbox Add-on** will continue for a regular monthly charge on a 30-day rolling contract. This will be charged on your EE Pay Monthly Mobile bill unless you choose to cancel. The Gamer’s Data Pass will be removed from your **account** after the **offer period** and data used whilst playing games as set out below will be deducted from your price plan’s inclusive data allowance.
4. If you cancel your EE Home Broadband Plan the **Xbox Add-on** and Gamer’s Data Pass will remain on your **account** for the remainder of the **offer period** only. If you cancel your EE Pay Monthly Mobile Plan at any time, the **Xbox Add-on** and Gamer’s Data Pass will be removed from your **account** immediately. Once the **Xbox Add-on** has been removed from your **account** you will only have access to the **services** until your next monthly Xbox Game Pass Ultimate renewal date.
5. Availability is subject to credit status. Not available to customers on SIM Access Plans.
6. This offer is not available with any other Xbox Game Pass Ultimate offer from EE

## The Xbox Add-on

7. Xbox Game Pass Ultimate Add-on (the “**Xbox Add-on**”) 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) (the “**services**”).
8. The **services** are 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 that only uses the Huawei Mobile Services platform (where the Google Mobile Services platform is not available), may not be able to use Cloud Gaming (beta) on their Huawei device and therefore benefit from the Gamers’ Data Pass.
9. You will receive an SMS within 14 days to complete activation of the **service** using the Microsoft account that will be using the **service**. If you have an existing Microsoft account, it must be a UK account. Once you have activated the **service** the **Xbox Add-on** will be added to your **account**. If you already have Xbox Game Pass Ultimate direct from Microsoft, it will automatically be updated to the **Xbox Add-on** on your next renewal date and added to your EE **account**.

10. You can cancel the **Xbox Add-on** at any time. The service will be removed at your next renewal date, which is on the monthly anniversary of the **Xbox Add-on** being added. 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 (unless you are still within the **offer period**).
11. If you had an Xbox Game Pass direct from Microsoft and had accrued passes prior to taking the **Xbox Addon** from EE, the accrued passes may still be available so you can access the **services** after the Xbox Addon is removed from your **account**.
12. The **Xbox Add-on** is provided to you as an Additional Service and does not form part of your Price Plan with us. This Additional Service can be added to each eligible line on your **account**. We may refer to the Additional Service as an 'add-on' in MyEE, on your bill, online and when you call or text customer services. You cannot have more than one **Xbox Add-on** per eligible line registered to your **account**.
13. Any change to the cost of the **Xbox Add-on**, to the **service**, or to the terms and conditions shall, if applicable, only entitle you to cancel the **Xbox Add-on**. Such changes shall not entitle you to cancel your Agreement with us for mobile or broadband network services.
14. 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.
15. We may suspend access to or terminate your contract for the **Xbox Add-on** if you fail to pay a bill by the date set out on it or commit another material breach of your Agreement for mobile or broadband network services (visit [here](#) to read the latest version of our terms and conditions).
16. The **Xbox Add-on** is for personal and non-commercial use only. It's your responsibility to ensure that **services** accessed by under 18s is suitable for those viewing it. Content available via the **services** may change from time to time.
17. Some content provided by the **services** may require additional hardware (e.g. a controller).
18. Access to content outside of the UK is subject to the terms and conditions of Microsoft.
19. The **services** are 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 thirdparty 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/engb/servicesagreement/>.
20. 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 19).

## Gamer's Data Pass

21. The Gamer's Data Pass has 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.
22. 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.
23. Whilst you have 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 EE Pay Monthly Mobile Plan ("**price plan**") allowance will not be deducted from your price plan's inclusive data allowance, unless you do not have any data remaining from your price plan's data allowance, you will be unable to use your Gamer's Data Pass play games or to stream content from the **content apps** using mobile data. You will still be able to play games or to stream content from the **content apps** using Wifi or by purchasing a data add-on.
24. You can cancel the Gamer's Data Pass at any time but it may take up to 48 hours to be removed from your **account**. If you have the 6 month offer with EE Full Fibre 500, cancellation of the Gamers Data Pass will also cancel the Xbox Add-on. You will not be able to re-add the Xbox Add-on to receive the remaining **offer period**. As soon as the Gamer's Data Pass is removed from your **account** data used whilst playing games and streaming and content on the **content apps** will be deducted from your EE Price Plan's inclusive data allowance.
25. 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.
26. 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 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. Your Gamer's Data Pass includes 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**.
27. We will not stop you from tethering other devices to your mobile device. However, the Gamer's Data Pass is not designed for this type of use and so we cannot guarantee that any data you use when tethering will be zero rated.
28. We may add or remove **content apps** from the Gamer's Data Pass 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).
29. Other than in connection with this offer the Gamer's Data Pass does not include the cost of any subscription to the **content apps**. Separate terms will apply to your use of the **content apps**, for example you may need to subscribe to the **content app**. You should also check directly with the supplier whether

you will be able to access content in the **content apps** outside of the UK. It is your responsibility to read and comply with the terms of use for any of the **content apps** that you use with the Gamer's Data Pass.

30. In order to provide the Gamer's Data Pass 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>.
31. 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).
32. The Gamer's Data Pass is provided to you as an Additional Service. If you have the 6 month offer the Gamer's Data Pass and Xbox Add-on will appear as one item on your **Account**. If you have the 12 month offer, the Gamer's Data Pass and Xbox Add-on will appear as separate items on your **Account**. As an Additional Service it does not form part of your Price Plan with us. It can be added to each eligible line on your **Account**. We'll refer to it as an add-on in MyEE, on your bill, online and when you call or text customer services. You cannot have more than one add-on of this type per eligible line registered to your **Account**.
33. Before requesting this add-on as an Additional Service, you must acknowledge and understand that any change to the Gamer's Data Pass, the add-on's cost or the Content Apps included, will only entitle you to cancel the Additional Service. Such changes do not entitle you to cancel your Agreement with us for mobile or broadband network services.
34. We may suspend access to or terminate your contract for the Additional Services 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).
35. The Gamer's Data Pass is 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.