

1. Services

1.1 Sky Sport® / Sky Show® / Sky Store® ("Service") are sports and entertainment content services provided by Sky Switzerland SA to residents of Switzerland and Liechtenstein. Each Service is available via supported internet-enabled devices (a list of compatible devices is available on the website www.sky.ch). To access the Sky Sport® or Sky Show® Service, the user must first enter into a subscription. For Sky Sport® there is a daily subscription "Daily Pass", an event subscription "Event Pass" and monthly subscriptions "Monthly Pass", for Sky Show® only monthly subscriptions are available. For Sky Store®, the user orders "à la carte" without subscription. Each Service may offer customers individual packages at different subscription fees.

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 accepts no responsibility.

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

2 Use requirements

2.1 Internet connection

To use the Service the customer needs a stable Internet connection. The customer is responsible for ensuring sufficient and constant data transmission. Connection costs must be paid for by the user.

2.2 System requirements / terminals

Sky Switzerland SA allows the registration of up to four different devices per customer account for its Service. The registration of the device takes place with each connection to 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). The content of Sky Show® can be used simultaneously on a maximum of either two or four registered devices depending upon the type of subscription selected, 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, and the content of Sky Store® can be used simultaneously on a maximum of up to two registered devices.

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 their password regularly on the website www.sky.ch. Under no circumstances may the password be disclosed to third parties.

2.4 Access restrictions

Sky Switzerland SA may restrict access to the Service 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 The contents of 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 and may not be shared with individuals outside your household. 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 restaurants, pubs, clubs or hotels 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 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 by residents, and 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 customer care without delay of any changes to their personal information (eg payment details, address, e-mail address and telephone number) supplied in connection with the Service.

4 Payment arrangements

4.1 The fee for the subscription "Daily Pass" or "Event Pass" is charged upon conclusion of the contract and is payable immediately. The subscription to a Daily Pass ends after 24 hours, and the Event Pass at the end of the selected event and neither will automatically renew.

4.2 The fees for the subscription "Monthly Pass" are initially charged at the time of concluding the contract with the payment method chosen by the customer, and this is the start date for the pass. On the monthly anniversary of such start date the subscription automatically renews and the subscription fee is automatically charged (for 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 The fees for the subscription "Yearly Pass" are charged at time of concluding the contract with the payment method chosen by the customer, and this is the start date for the pass. The Yearly Pass automatically converts into a Monthly Pass on the anniversary of such start date, with the anniversary becoming the monthly pass start date on which the monthly subscription fee is automatically charged (for the following month and any monthly anniversaries thereafter) 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.

4.4 In the event that payment transactions cannot be carried out due to invalid payment data, the subscription will be suspended with immediate effect and the visual entitlement withdrawn until the customer provides valid payment data.

4.5 For Sky Store®, payment for access to content is due before any permission to access the content will be given. 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 usually 48 hours from the order. In case of purchase, the title is accessible for a period of at least five years from the order.

4.6 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 unscheduled issues with, or disruptions to, the Service ("Unavailability"), to the extent the Unavailability is material. Periods of Unavailability that amount to 60 hours per calendar year or less (i.e. 5 hours per calendar month) and interruptions of 24 hours or less will be considered to be immaterial, irrespective of the total number of interruptions in the respective calendar year. In no event shall Sky Switzerland SA be liable for Unavailability caused by customer failing to comply with its obligations under Section 2.1 and 2.2.

5.2 Any period of downtime caused by Sky Switzerland SA performing regular Service maintenance or software updates shall not be treated as Unavailability.

5.3 Sky Switzerland SA is liable without limitation for its own intentional acts 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, directors and subcontractors of Sky Switzerland SA.

5.4 Sky Switzerland SA shall be permitted to withdraw certain content at any time on notice to customer and without liability to the extent it is required to do so by its content licensors.

6 Data protection

6.1 All information on data protection can be viewed on the website 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 Yearly/Monthly Pass subscription with effect from the last day of the current subscription year/month (as applicable). Termination may only take place on the website www.sky.ch in the "My Account" section. If no party terminates, the contract will automatically renew.

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, pandemics 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 its rights or 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 ("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 costs of sale, 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 per calendar year. Sky Switzerland SA will notify the customer about any price increase at least six weeks before its entry into force. At such time Sky will also specifically notify the customer of its 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 service affected by the price increase. However, if the service affected by the price increase is a prerequisite for another service, termination is also valid for this service. 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 VAT.

10 Amendments to these terms and conditions:

Sky Switzerland SA may amend these General Terms and Conditions with on 4 weeks' notice 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.