

GENERAL TERMS AND CONDITIONS OF BLUE ENTERTAINMENT AG

A. General Terms and Conditions of blue Entertainment AG for the Swisscom blue programme offer for reception via Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free)

1 Subject matter of the contract

1.1 These General Terms and Conditions ("GTC") govern the paid subscription to the programme offer marketed by blue Entertainment AG ("blue") for reception via the services Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free) ("Swisscom blue programme offer"). This includes subscription services as well as individual films made available for on-demand viewing, individual live sporting events ("blue Sport Live") as well as the "blue Play" media library and, where applicable, other services.

By subscribing to the Swisscom blue programme offer, a direct contractual relationship is established between the customer and blue. The terms of use of Sky Switzerland SA apply to the use of Sky services within blue offers. The use of services of other third party providers in the blue programme offer may require the download of additional software and the acceptance of the applicable terms of use.

1.2 Swisscom subscription contracts consist of one or more programme package(s) compiled by blue or third-party providers. The subscription contract of the Swisscom blue programme offer may include the possibility to access individual content of the Swisscom blue programme offer without additional fee for a limited period of time. The availability of specific content and/or a minimum amount of available content is not guaranteed.

1.3 The contract for the Swisscom blue programme offer only entitles to private reception or private individual retrieval within Switzerland. blue or the respective blue distribution partner is entitled to verify the residence of customers with the help of deposited credit card information or the billing address provided. Public reception or retrieval outside the private circle of customers is not permitted.

2 Offer and changes to the offer

2.1 The website www.blueplus.ch provides information on the current scope of the Swisscom blue programme offer. Furthermore, conditions for the use of the Swisscom blue programme offer accessible on the platforms of the blue distribution partners as well as in the "Terms of use for the Swisscom blue programme offer for reception via Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free)" ("Terms of use") shall apply. blue may engage third parties for the provision of services.

2.2 blue reserves the right to supplement, expand or otherwise change the Swisscom blue programme offer at any time. blue shall notify customers of any changes in an appropriate manner. The availability of specific content and/or the minimum amount of available content is not guaranteed.

2.3 As long as the overall character of the Swisscom blue programme offer remains unchanged, a change of the respective Swisscom blue programme offer does not constitute an extraordinary right of termination by customers. Otherwise, the customer may terminate the contract prematurely without financial consequences until the change takes effect at that time, i.e. irrespective of any minimum contract period still running or the ordinary period of notice (para. 10.2). If he fails to do so, the amendment shall be deemed to have been accepted.

3 Fees

3.1 The fees ("Fees") shall be based on the current price list of blue published on www.blueplus.ch, Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free). The customer accepts the applicable fees when ordering the Swisscom blue programme service.

3.2 The billing or debiting of a credit card deposited by the customer shall be carried out by the respective blue distribution partner in the name of and on behalf of blue or, in the case of programme packages from third-party providers (section 1.2), by the respective third-party provider. The customer undertakes to pay the fees in accordance with the terms of payment of the respective blue distribution partner. In case of default of payment, blue and the respective blue distribution partner may, to the extent permitted by law, refuse their services without prior notice and until the complete supplementary performance by customers, take further measures to prevent growing damage, refuse the use of further services and/or terminate the contract without notice and without compensation. A justified refusal of the services does not result in a claim for compensation or replacement by the customer, but his obligation to pay continues. If blue terminates the contract, the customer shall owe the fees until the expiry of the minimum contract period or the ordinary notice period (clause 9.2).

3.3 The fees may be adjusted by blue at any time. blue shall notify customers in advance of any fee increases in an appropriate manner. If blue increases the fees in such a way that they lead to a higher total charge for customers, the customer may terminate the contract prematurely without financial consequences until the change comes into force on this date. If the customer fails to do so, the change shall be deemed accepted. Fee adjustments as a result of changes in tax or duty rates (e.g. value added tax) shall not be deemed to be fee increases and shall not entitle the customer to terminate the contract prematurely.

4 Technical requirements

4.1 Within the framework of Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free), the Swisscom blue programme offer may only be received or accessed with the Swisscom TV Box and registered end devices of customers.

4.2 Registered end devices are smartphones/tablets using the versions of Swisscom blue TV Companion and Swisscom blue TV Air (free) available for iOS or Android, as well as PCs/Macs, Smart TVs and set-top boxes that support digital rights management and use playback software provided or authorised by Swisscom for retrieval. This software may require the customer to obtain additional software from third-party manufacturers in order to use the Swisscom software.

4.3 The use of the Swisscom blue programme offer via Swisscom blue TV, Swisscom blue TV Companion and blue TV Air (free) requires Internet access and, if applicable, an active Swisscom blue TV subscription via which the respective Swisscom blue programme offer has been booked. The use of the Swisscom blue programme offer via Swisscom blue TV Air (free) requires an active Swisscom login via which the respective Swisscom blue programme offer has been booked.

The performance of the Internet connection and the type of end device used can influence the quality with which a Swisscom blue programme service can be transmitted and viewed.

5 Customer service

In the event of technical faults, content-related or administrative questions concerning the Swisscom blue programme offer, Swisscom's customer service can be contacted (on the Swisscom freephone number 0800 800 800).

6 Liability of blue

blue is not responsible for disturbances or interruptions of the Swisscom blue programme offer due to force majeure or other circumstances which are not subject to the sphere of influence of blue, such as actions or omissions of blue distribution partners, telecommunications service providers, electricity suppliers and other third party service providers. blue is in particular also not liable for disturbances, interruptions, user restrictions or for misuse and damage by third parties, for security deficiencies of the telecommunications network and/or the Internet.

7. Copyrights

7.1 Recording the Swisscom blue programme offer on data carriers for use outside the private circle of customers (family, close circle of friends) is not permitted and violates copyright regulations. In particular, the customer is not entitled to publicly display or make accessible any content of the Swisscom blue programme offer or parts thereof, e.g. by uploading it to so-called peer-to-peer networks, and/or to use it commercially. The further distribution and/or reception and display of the Swisscom blue programme offer in publicly accessible spaces such as restaurants, bars, hotels, cinemas, theatres, exhibitions, shop windows, etc. is not permitted and is in breach of copyright regulations.

7.2 In the event of unauthorised use of the Swisscom blue programme offer, the customer shall not only be in breach of his contractual obligations towards blue, but may also be in breach of the rights of third parties to the content and must therefore expect claims to be asserted by blue and third parties.

8. Misuse

In case of breach of contract by customers, the respective blue distribution partner and blue are entitled, as far as legally permissible, to refuse their services without prior notice and until the contractual and lawful condition is restored, to take further measures to prevent growing damage, to refuse the use of further services and/or to dissolve the contract without notice and compensation. A justified refusal of the services by blue does not give rise to a claim for compensation or damages on the part of the customer, but his obligation to pay continues. If blue terminates the contract, the customer owes the fees until the expiry of the minimum contract period or the ordinary notice period (clause 9.2).

9 Duration and termination of the contract

9.1 The contract shall come into effect with the activation of the customer for the Swisscom blue programme offer to which he subscribes.

9.2 The minimum contract period for the programme packages blue Max and/or blue Premium (as well as for products that can no longer be booked), is six (6) months ("minimum contract period"). blue Sport and blue Super Max can be subscribed to with a minimum contract period of one (1) or twelve (12) months. The contract can be terminated with respect to blue Max, blue Premium, blue Super Max and blue Sport as well as products that can no longer be booked with a notice period of one (1) month to the end of each month or, in the case of blue Sport subscriptions with a term from 21.6.2023 and blue Super Max, with a notice period of one (1) month, in each case for the first time to the end of the minimum contract term. With the termination of the contract, the possibility of included on-demand individual retrievals shall also end with regard to each programme package.

9.3 If the customer terminates the Swisscom blue programme offer prematurely, i.e. irrespective of any minimum contract period still running or the ordinary period of notice (clause 9.2), he shall owe the fees until the expiry of the minimum contract period or the ordinary period of notice ("Residual Running Fees"), except in the cases expressly provided for in these GTC. This also applies in particular if the service provision by blue requires a contract between the customer and the respective blue distribution partner regarding the reception of a basic offer of television programmes, an internet connection or similar and the customer terminates this contract or moves out of the supply area of his blue distribution partner. Upon termination of the contract, all outstanding amounts, in particular also the Residual Running Fees, shall become due.

9.4 Individual on-demand contracts for blue Video and blue Sport Live are generally concluded for a limited period of time announced in advance in the Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free) services and/or in the Terms of Use and shall end automatically upon their expiry. The conditions accessible in the Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free) services and in the Terms of Use shall apply.

10 Final provisions

10.1 blue reserves the right to adapt these GTC as well as the terms of use at any time. Changes to the GTC or the terms of use will be announced to customers in an appropriate manner. If the changes are disadvantageous for the customer, he/she can prematurely terminate the contract without financial consequences until the change comes into force. If he/she fails to do so, the changes shall be deemed accepted.

10.2 The transfer of the contract between customers and blue or of rights or obligations arising therefrom requires the written consent of both parties. blue may transfer the contract or rights and obligations arising therefrom to its parent company or another group company without the consent of customers. Furthermore, blue and the respective blue distribution partner shall be entitled to assign claims arising from the contract to third parties without the consent of customers.

10.3 The contract between customers and blue is subject to Swiss law. The exclusive place of jurisdiction is Zurich. Mandatory legal places of jurisdiction remain reserved.

B. Additional terms and conditions of use regarding individual services of the Swisscom blue programme offer for viewing via Swisscom blue TV, Swisscom blue TV Companion and Swisscom blue TV Air (free)

The use of the blue programme offer is subject to certain restrictions imposed on us by the licensors of the content made available. The respective restrictions depend on whether the content is films for

rent, films for purchase, blue Sport Live Events, content from Blue Max and blue Premium, the "blue Play" media library or, if available, other parts of the Swisscom blue programme offer.

The currently possible number of TV and additional devices used can be viewed on the Swisscom website.

1. Films for rent

Films for rent are generally available to customers for a period of 48 hours from the time of order. The prerequisite for playback is an existing Internet connection so that the film can be accessed live from a Swisscom server ("streaming"), as well as a log-in for an active Swisscom TV subscription or a TV Air free log-in via which the film was rented.

2. Films and series for purchase

Films and series for purchase are available to customers via streaming for a period of at least ten years from the date of purchase. Films and series for purchase can be downloaded and played on a registered device (tablet or smartphone, for iOS devices possible from version 14, for Android devices from version 7) via Swisscom blue TV Companion or Swisscom blue TV Air (free) (from version 2.5.0) for at least ten years from purchase (download). Playback via streaming requires an existing Internet connection and a log-in for an active Swisscom TV subscription or a TV Air free log-in via which the film or series was purchased.

Playback of a downloaded film requires an Internet connection to Swisscom blue TV Companion or Swisscom blue TV Air (free) at least every 30 days, depending on which service was used for the download. This requires an active Swisscom TV subscription or a TV Air free log-in via which the respective film or series was purchased. Until further notice, films and series in UHD quality will only be available to customers via streaming on the Swisscom TV Box, but not for download.

3 Blue Max, blue Super Max and blue Premium

Content from Blue Max and blue Premium (as well as for blue Movie, Family, Doku and Serie products, which can no longer be booked) is available to customers for the duration of the package booking. The prerequisite for playback is an existing internet connection to enable streaming.

4. blue Sport Live

blue Sport Live events (if offered) are available to customers for the duration of the live broadcast. The prerequisite for playback is an existing internet connection to enable streaming.

5. blue Play media library

Use of the blue Play media library is only possible on the basis of certain Swisscom blue TV subscriptions. blue is entitled to make changes, extensions or reductions to the content and to cancel the blue Play additional offer at any time. A reduction or cancellation of blue Play also does not entitle customers to terminate the underlying Swisscom blue TV subscription.

If blue Play is not used for 30 days, Swisscom or blue shall be entitled to deactivate access to blue Play for the customers concerned. Customers can reactivate access to blue Play at any time (provided they still have the necessary Swisscom TV subscription).

6 General provisions

Simultaneous use of different blue offers is limited to one end device for customers with Swisscom blue TV Air free. For customers with Swisscom blue TV Air, the simultaneous use of different blue offers is increased to a maximum of two end devices, depending on the offer.

C. Marketing

By concluding the contract, customers agree to forward their personal data processed for marketing purposes to Entertainment Programm AG and companies of the Swisscom Group for their own use for marketing purposes as well as for market and competition analyses.

blue may also pass on the processed personal data to third parties for its own marketing purposes, for example for market research and competitive analyses or for the commissioned implementation of marketing measures.

By concluding the contract, customers agree that the aforementioned third parties may contact them for marketing purposes.

Customers can choose at any time which notifications (offers, newsletters, etc.) they receive from blue. In each notification, there is an unsubscribe link at the bottom of the message. Customers can use this to adjust their settings or inform our customer service of their preferences.

October 2023, blue Entertainment AG

D. General Terms and Conditions of Third Parties

The terms and conditions of Sky Switzerland SA apply to the use of Sky services within blue offers.

Sky Switzerland SA, April 2023