

# General terms and conditions of Sky Sport® / Sky Show® / Sky Store® via Sky Switzerland SA

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## 1. Services

**1.1** Sky Sport® / Sky Show® / Sky Store® ("Service") are sports and entertainment content services provided by Sky Switzerland SA to people located in 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](http://www.sky.ch)). To access the Sky Sport® or Sky Show® Service, the user must first enter into a subscription. For Sky Sport® only monthly subscriptions are available. For Sky Show® only yearly and monthly subscriptions are available. Regarding the sub-subscriptions related to third parties (*MySports*, *blue Sport*) their commercial offers (Monthly Pass with or without commitment, events pass), their Terms & Conditions as well as their tariffations apply. 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](http://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 same content of *Sky Sport*® cannot be consumed simultaneously if you're not located at the same household. However if the contents are different, you can consume it at two various locations. 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 are located 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](http://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 (e.g. 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 people located 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 (e.g. 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 "**Event Pass**" is charged upon conclusion of the contract and is payable immediately. The subscription to the "Event Pass" ends when the selected event is ended, 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. The fees for the subscriptions to the Service will be billed at the specific payment date indicated on the named page ("[My account](#) – Renewal infos"). 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. In case of an inability to obtain the payment on the scheduled renewal date, this date is subject to change.

**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 reconduct for one year. If the costumer does not want to reconduct their Yearly Pass, they may unsubscribed via his personal account on [www.sky.ch](http://www.sky.ch) ("My Account") before the renewal date. It is the sole responsibility of the customer to keep their

payment information up to date. 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, Swisscom Natel Pay, Swisscom Pay. Sky Switzerland SA is free to add new payment methods.

## 5 Disruptions / Liability / Content removal

**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 foreseeable damage. However, the above limitations or exclusions of liability do not apply to statutory mandatory strict liability (e.g. 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](http://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](http://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 increase the subscriptions fees (Price Increase). Sky Switzerland SA will notice the Customer about the price increase 6 weeks before the effective date. In the context of this notification, Sky Switzerland SA points out the termination right, the notice period and the consequences of a termination not transmitted in time.

**9.2** If the price increase is higher than 10% of the previous fees, the costumer has the right to terminate the contract of subscription directly on the website [www.sky.ch](http://www.sky.ch) ("My Account"). In the case of increases in partner offers (i.e. *MySports*, *blue Sport*) with a commitment period, a termination in text form must be sent at any time after receipt of the notification of the increase. The termination will be effective when the price increase takes place. The termination right only works for the product with the price increase. If the product affected by the price increase is a prerequisite for another product, the termination also applies to that product. If the customer does not cancel or does not do so in a timely manner, the subscription will continue from the date indicated in the notification and according to the new subscription fees.

**9.3** Regardless of the provisions 9.1 and 9.2, 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 Terms 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.

## 11 Miscellaneous

These Terms are governed by Swiss law, and will not affect any mandatory customer rights under Swiss law. The courts of Zurich will have exclusive jurisdiction to hear any disputes relating to these Terms. If any Terms are found to be invalid, illegal or unenforceable then they shall be severed and the remaining provisions apply with full force and effect.

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