1. General

The “Special Conditions for Swisscom blue TV ("SC TV") of Swisscom (Switzerland) Ltd ("Swisscom") shall apply to TV services provided on the basis of the Swisscom TV-Box ("Swisscom blue TV") and are intended as a supplement to the General Terms and Conditions for Services ("GTCs")); the Special Conditions for Internet and for residential customers in the area of data protection as a supplement to the General Privacy Policy ("GPP"). In the event of discrepancies, they shall take precedence over the other contract elements. Swisscom blue TV shall always be an integral component of a service package from Swisscom and cannot be subscribed separately.

2. Swisscom services

2.1 Scope of service

Swisscom blue TV enables the customer to receive television programmes ("programmes") through the Internet or mobile connection and to play them through the Swisscom TV-Box, through an application on mobile devices (tablets, smartphones) or through applicable software on computers. Swisscom TV also provides various additional services and functionalities. These can be viewed on www.swisscom.ch/tv.

The availability of the individual components of Swisscom blue TV and their additional services and functionalities depends on the service package selected, the version of the Swisscom TV-Box used, the respective end device as well as the network access used.

2.2 Programmes

The programmes contained on the service package selected by the customer can be seen on www.swisscom.ch/tv. Swisscom reserves the right to modify the range of programmes at any time. The discontinuation of individual programmes shall not entitle the subscriber to cancel Swisscom blue TV or options. The range of local programmes depends on location and device. The reception of certain channels, in particular HD and UHD channels, also depends on the customer’s connection speed.

2.3 Recordings

Swisscom blue TV does not store customer recordings locally, but rather on servers in Switzerland. On exchanging defective boxes then, recordings are unaffected. Recordings are deleted after 2 years or when the maximum recording capacity of the offer is reached.

2.4 No-cost radio option

Swisscom blue TV customers can subscribe at no cost to the radio option, allowing them to receive radio programmes via the Swisscom TV-Box. Swisscom shall be free at any time to change the radio programmes that can be received. Programme discontinuation shall not entitle the subscriber to cancel Swisscom blue TV.

If a radio option that is subscribed to is not used for 90 days, Swisscom shall be authorised to deactivate it so that the customer can no longer receive radio programmes via the Swisscom TV-Box. The customer may resubscribe at any time to the radio option at no charge.

2.5 Other services and apps

Swisscom offers other services (with costs) e.g. additional programmes, films and live events on demand. The prices and fees as published on www.swisscom.ch/tv shall apply here. If such a service originates from a third-party provider, the customer shall conclude the contract with this third-party provider, and the contractual terms and conditions shall apply.

The apps available on Swisscom blue TV are subject to the contractual terms and conditions of the app provider. These also govern the processing of customer data by the app.

The customer can be billed for the other services and apps by Swisscom in the name of and on behalf of the relevant third-party provider. Price increases affecting these services or apps shall not give rise to a right of termination for the service package which includes Swisscom blue TV drawn from Swisscom.

2.6 Home installation

Swisscom offers the customer the option of commissioning Swisscom (or a third company commissioned by Swisscom) with the home installation of the necessary technical infrastructure. The services shall be provided in accordance with the current conditions of offer as published on www.swisscom.ch.

3. Customer Obligations

3.1 Digital socket, service package on internet-based connection

Generally, the installation of a digital socket is necessary. The installation of such a socket shall be done by a service technician. Where no digital socket is necessary, Swisscom shall notify the customer of this and of how to proceed further. Liability for any damage as may arise from the installation of a digital socket shall be excluded to the extent permitted by law. In order for the services to be performed, the customer’s devices must be powered. The customer shall be responsible for this.

Use of the Swisscom blue TV service requires an Internet-based connection as well as an associated service package from Swisscom and a Swisscom TV-Box (further details at www.swisscom.ch/tv).

The customer shall be responsible for ensuring that the owner of the Internet-based connection, where not the customer, agrees to use by the customer.

3.2 Installation and deinstallation

If the customer waives Swisscom’s offer of home installation, he shall be responsible for performing the installation himself. At the end of the period of use, the customer shall be responsible for deinstallation of Swisscom blue TV equipment and shall bear the relevant costs.

3.3 Use in accordance with contract

All Swisscom blue TV services, irrespective of the particular reception device, are for private use only. Commercial or business use shall be prohibited. In particular, the reception and use of services (in particular Replay TV) in public areas, e.g. in cafés, restaurants, hotels, cinemas, theatres or display windows, and the rental or recording of programmes or programme segments for use outside the private sphere shall be prohibited. In the event of a breach of these provisions, the customer shall indemnify Swisscom for any damage.

3.4 Protection of minors

The customer shall be responsible for the protection of minors. Measures for the protection of minors are preinstalled on the Swisscom TV-Box. The customer may deactivate these measures at his own risk.

4. Device and system requirements

4.1 General

The customer shall be responsible for the procurement and installation of devices that operate effectively and comply with the state of the art. Further details of the applicable device and system requirements available at www.swisscom.ch/tv.

4.2 Swisscom TV-Box (non UHD-compatible)

In the event that a customer is provided with a Swisscom TV-Box (IP 1200) that is not UHD-compatible, Swisscom shall loan this Box together with the special TV remote control and, where necessary, further hardware (hereinafter referred to collectively as "hardware") for the duration of the service. This hardware shall remain the property of Swisscom for the entire duration of the service. Swisscom reserves the right to exchange hardware at any time. In case of defective hardware, Swisscom shall endeavour to secure a replacement as quickly as possible.

The customer shall be responsible for careful handling of hardware provided by Swisscom and for using the hardware in compliance with
Special Conditions
Swisscom blue TV

6. Privacy

6.1 General
The provisions of the GPP, section 4 of the GTCs and sections 2.3, 5.4. and 5.5. of the Special Conditions for Internet respectively apply to the processing of data. For some applications, including the voice assistant, Hbb TV and interactive advertising for example, detailed information will be provided during activation.

6.2 Usage data
Swisscom also transmits data relating to the use of Swisscom blue TV to its systems. The customer has the following rights to object to this usage data:

- Where data processing for marketing purposes or “smart data” is concerned, the right to object is governed by section 3.3. or 5 of the GPP.

- Where the purpose of processing is to create suitable functions and personal recommendations for the customer and display them on the TV screen, the customer can deactivate and reactivate this processing at any time in the Swisscom blue TV menu. Even if deactivated, the display of non-personal recommendations or advertising for Swisscom and/or third-party products is permitted on the television screen.

- If anonymous data is to be transmitted for statistical audience research analysis by third parties such as Mediapulse, the customer may deactivate and reactivate such transmission at any time.

7. Warranty/Liability

For Swisscom blue TV, Swisscom provides the Swisscom TV-Box, which has been specially designed for this service. In order to obtain Swisscom blue TV through alternative devices (not TV-Box), third-party providers have made appropriate hardware and software available to play the programmes and recordings. Swisscom assumes no liability for this hardware and software in terms of the functionality of Swisscom blue TV.

If Swisscom blue TV and Internet services are used at the same time, the performance of the Internet services may be temporarily impaired. Swisscom shall not be liable for such impairment of its services.

Swisscom and its suppliers assume no liability for the accuracy, completeness, actuality, legality and availability of contents compiled by third parties, accessed from third parties or which are made accessible via Swisscom blue TV.

Liability for the loss of recordings shall be excluded as far as permissible by law. Swisscom disclaims all warranties and assumes no liability for other services and apps that the customer obtains from third-party providers (section 2.5).

8. Duration and termination

8.1 Minimum service period and termination in general
The minimum service period for Swisscom blue TV shall be determined in accordance with the Swisscom service package selected. Information in this regard and on the termination procedure for the corresponding service package can be viewed at www.swisscom.ch/tv.

8.2 Other services
If, in connection with the order for the Swisscom blue TV service, the customer orders a further service with a minimum service period (e.g. blue+, purchase of equipment with payments in instalments, etc.) and then terminates the service package containing Swisscom blue TV, the

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customer shall owe the recurring fees or instalments up to expiry of the minimum period. These shall be due for payment immediately.