

MUTV Digital Terms and Conditions

These terms and conditions were last updated on 10 July 2017.

INTRODUCTION

These terms and conditions shall apply to your use of our subscription service which offers access to a live stream of our MUTV television channel and a range of Manchester United related content on-demand (together "**Subscription Content**") via certain official Manchester United apps and websites. This service is referred to in these terms and conditions as "MUTV Digital" (although it may not be known and marketed under this name in future).

By purchasing a subscription to and/or accessing Subscription Content within MUTV Digital, you agree to be bound by these terms and conditions which shall form a legal agreement between us and you, so please take time to read and understand them.

These terms and conditions apply in addition to the Website Terms and Conditions of Use and the Manchester United Apps Terms of Use (both of which also include our Privacy Policy), each of which may apply depending on how MUTV Digital is accessed. You can find the Website Terms and Conditions of Use [here](#), the Manchester United Apps Terms of Use [here](#) and our Privacy Policy [here](#).

Where these terms and conditions are inconsistent with the Website Terms and Conditions of Use and the Manchester United Apps Terms of Use, these terms and conditions shall prevail.

You understand and agree that we may add to or change these terms and conditions at any time. New terms are effective immediately and your continued use of MUTV Digital shall constitute on-going acceptance of these terms and conditions, as updated from time-to-time. We therefore recommend that you check these terms and conditions regularly.

MUTV Digital may be subject to territorial or time period restrictions. Your access to MUTV Digital and/or Subscription Content within it may depend on your location. For example if you are accessing Subscription Content from a country other than the country in which your MUTV Digital account is held, then certain Subscription Content may not be available to you. Your access to MUTV Digital and/or Subscription Content within it may depend on certain time restrictions (for example, certain Subscription Content may only be available during or for certain events or tournaments (including, for example, single football seasons)).

Definitions

1. In these terms and conditions:

"**we/us/our**" means MUTV Limited (a company registered in England and Wales under company number 03418853 with its address at Sir Matt Busby Way, Old Trafford, Manchester M16 0RA) and VAT number GB 561 0952 51; and

"**you/your**" means, you, the subscriber to or user of MUTV Digital.

How do you sign up?

2. Each subscription to MUTV Digital is for the period of time notified to you or selected by you when you sign up (a specific period of days, weeks or months) ("**Subscription Period**").
3. In order to access Subscription Content you may be asked to register and provide certain personal information such as, for example, your name and email address. Our Privacy Policy explains how such information may be collected and used including our [policy on cookies](#). A copy of Our Privacy Policy can be found [here](#).
4. You may also be asked to select a user name and password for identification purposes. You must not use any user name that violates any provision of our Website Terms and Conditions of Use and/or the Manchester United Apps Terms of Use.
5. You must be eighteen years of age or over to subscribe to MUTV Digital.
6. You confirm that all information which you provide in connection with your account or registration is at all times true, accurate, current and complete. If we suspect or find out that any information is untrue, inaccurate, out-of-date or incomplete then we reserve the right to suspend or terminate your use of MUTV Digital and/or access Subscription Content.

Integration with third party services

7. From time to time MUTV Digital may integrate with other third party services or platforms, such as Facebook or Twitter. This may permit sign in via these services or other shared functionality.
8. These third party services or platforms will generally require you to have a separate account or registration with them. The terms on which those third party services or platforms engage with you, and share information or data with MUTV Digital or us is specific case by case. You should make yourself aware of their own terms and conditions before you associate your activity on MUTV Digital with those services or platforms.

How much does it cost?

9. There is a subscription fee payable for the Subscription Period for which you sign up, unless we tell you otherwise, and for each Subscription Period after that until you cancel. The subscription fee for each Subscription Period will be notified to you when you sign up.
10. Unless we tell you otherwise you will get access to MUTV Digital straight away upon subscription. Your subscription will automatically renew for consecutive Subscription Periods, provided you have paid the subscription fee in advance and you are otherwise acting in accordance with these

terms and conditions. We may increase the subscription fee at any time. When we do so, we will aim to give you at least one month's notice. Any increase in the subscription fee will not apply to your current Subscription Period. If you do not agree to such increase, please cancel your subscription before your next Subscription Period is due to start as set out in section 43 below.

11. Our prices include VAT and any other applicable sales tax.
12. If we offer any promotions or special offers at any time, these terms and conditions will be deemed amended to take into account the terms and conditions of that special offer.
13. We use our best efforts to ensure that the price advised to you is correct. Where, in spite of this, prices are obviously displayed in error, or you could reasonably be expected to know such prices are incorrectly priced, we reserve the right to refuse or cancel your subscription provided we refund any incorrectly priced sums paid by you.

How is payment collected?

14. We may use a third party payment provider to collect subscription fees on our behalf. If we do, we will let you know who they are and they will ask you for the information they need to collect and process that subscription fee from you as part of the sign up process.
15. Your payment card will usually be debited on the day you sign up unless we tell you otherwise. The subscription fee(s) will usually be processed on the same date each month but sometimes this may vary.
16. If your initial payment fails, you will not be given access to MUTV Digital. If the initial payment is processed, but at any point any recurring payment fails, we or our third party payment provider will try to take payment from you again. If any subscription fee (or part of any subscription fee) remains outstanding, we may suspend your access to MUTV Digital.
17. If you signed up for MUTV Digital as part of a free trial, we or our third party payment provider will authorise future payments but no payment will be taken from your bank during the free trial period. It is possible that this may affect your available credit limit, however.

Access Changes

18. From time to time, we may change the way in which we provide access to MUTV Digital. We will try not to make changes that materially disadvantage you during the month for which you have already paid a subscription fee unless it is beyond our control, for example but without limitation, legal or regulatory reasons.

How will we contact you?

19. If we need to contact you, we will usually do this electronically, using the email address you provided at the time you sign up. We will send emails where we need to notify you of changes to MUTV Digital (including subscription fees) so please make sure you have provided accurate contact details and let us know if your email address changes.

How do you contact us if something is wrong?

20. You can contact us for any customer service reason at mutvdigitalweb@manutd.co.uk.
21. If you cannot access Subscription Content you have paid for, other than for reasons within your control like insufficient broadband speed or a faulty device, please report any suspected faults here within seven days of becoming aware of the issue. We will endeavour to acknowledge your issue within forty-eight hours and, where we can, resolve the problem as soon as possible. We may provide a refund (or part refund) of your subscription fee for the relevant Subscription Period where we detect a fault that is within our control.
22. You may also find information and answers to common questions [here](#).

MUTV customers with certain television service providers

23. If you already subscribe to our MUTV television channel via a television service provider ("**TSP**"), it is possible that you can access MUTV Digital without paying an additional subscription fee. Your access to MUTV Digital will be dependent on you being a customer of the relevant TSP who is entitled to access MUTV via the TSP's platform at the time you access MUTV Digital.
24. Please note that your access to MUTV Digital may not be immediate if you have a pre-existing subscription to our MUTV television channel and may take a few weeks to set up.
25. We reserve the right to remove and/or amend this benefit for TSP customers at any time.

Competitions and prize promotions

26. From time to time, we (or selected third parties) may include competitions, prize promotions, draws or other offers within MUTV Digital. Each such offer shall be subject to its own express terms and may not be available in all jurisdictions.

Your use of MUTV Digital

27. You acknowledge that MUTV Digital and Subscription Content is owned by or licensed to us and all rights in and to MUTV Digital and/or Subscription Content are reserved to us. You acknowledge that your rights to such content shall be limited to accessing such content, on a streaming only

basis, for personal, non-commercial, use and in accordance with these terms and conditions.

28. Examples of things you do not have permission to do (or do not have permission to allow any other person to use your access to MUTV Digital to do) include:
- (a) showing any Subscription Content in public, regardless of whether you charge an audience to watch it;
 - (b) accessing MUTV Digital and/or Subscription Content for any unlawful or improper purpose;
 - (c) altering, disassembling, decompiling or reverse engineering any part of MUTV Digital; and
 - (d) copying, renting, selling, reproducing, broadcasting or otherwise transmitting or making available to the public MUTV Digital and/or Subscription Content (or any part of it) except, in the very specific, limited, circumstances, where you are legally entitled to do so.
29. You further acknowledge that all rights to use MUTV Digital and/or access Subscription Content are granted subject to and conditional upon the rules, regulations and/or requirements of: (i) any league, organisation or competition of which Manchester United is a member or participant from time to time; and/or (ii) any governing body or other organisation or body which oversees any league, organisation or competition of which Manchester United is a member or participant from time to time. We may make changes to MUTV Digital and/or Subscription Content as a result of such rules, regulations and/or requirements.
30. When accessing and using Subscription Content you shall comply with all applicable laws and regulations in the country from which you access Subscription Content. You must also follow our reasonable instructions and requirements in relation to how you use MUTV Digital and Subscription Content.
31. If you are a rights owner (or an agent acting for a rights owner) and believe that any Subscription Content made available through MUTV Digital infringes your rights and you wish us to remove it, suspend it or disable access to it, please send a notice by email with the subject line 'Removal Request' to the mutvdigitalweb@manutd.co.uk. In your email please provide us with details of Subscription Content that you claim is infringing together with information sufficient to enable us to locate such Subscription Content.

Information and updates

32. We reserve the right to change: (i) the presentation, features, functionality and/or content of MUTV Digital; and (ii) any third party that we engage to provide any aspect of MUTV Digital to you, provided that any such change

of third party shall not adversely impact you and/or the continued provision of MUTV Digital to you. In order to keep MUTV Digital up-to-date, we may offer automatic or manual updates at any time and without notice to you. If we elect to provide maintenance or support of any kind, we may terminate that maintenance or support at any time without notice to you.

What network connection do you need to access MUTV Digital?

33. You are responsible for ensuring that you have and maintain all the hardware and software necessary to access MUTV Digital. You will need also access to the internet via a broadband connection or a 3G or 4G mobile network to stream Subscription Content. We recommend a minimum of 2.4 Mbps to stream Subscription Content via broadband and remind you that your streaming rates depend on the network load in the home and the number of users using the broadband connection at the same time. For streaming Subscription Content via a 3G mobile network, you will need a connection speed of at least 300 kbps and this may increase to around 700 kbps depending on the type of Subscription Content you are accessing and the device you are using.
34. You will be responsible for the payment of all charges from your broadband and/or mobile network provider(s). You are reminded that streaming audio-visual content can use up a lot of data so you will need to check that your data allowance is adequate for your use of MUTV Digital via a mobile network.
35. You acknowledge that the display of Subscription Content may vary between devices. Also, the streaming software used to deliver Subscription Content may require third party software and that may be subject to third party licences.

How can you access MUTV Digital?

36. We continually review the technology used to deliver Subscription Content and this may mean that we stop supporting certain devices and/or operating systems. It is your responsibility to ensure that you have a compatible browser and/or device required to access MUTV Digital.
37. Similarly, device manufacturers make updates to their devices which may not always be compatible with MUTV Digital. This is something which we have no control over. For security reasons, where certain device operating systems have been removed or tampered with, it is possible that certain Subscription Content may not be accessible.
38. You can register one compatible device at a time on your account. You can swap your registered devices from time to time by logging on to your account and accessing MUTV Digital using your new device.

Security

39. You are responsible for keeping your subscription password secure and confidential. You may reset your password at any time by clicking on the 'forgot password' link via the login section of MU Digital. Should you become aware that another person knows your password (or any other security breach) you should notify us and change your password immediately.
40. We will not be liable for any loss or damage whatsoever resulting from the disclosure of your password contrary to these terms and conditions. MUTV Digital is to be used by only one individual per username.

How may my access to MUTV Digital be terminated?

41. In addition to any rights we have to suspend your access to MUTV Digital in these terms and conditions, we shall be entitled to terminate your access to MUTV Digital immediately at any time, on notice and without refunding your current subscription fee, should:
 - (a) you be in breach of these terms and conditions or the Website Terms and Conditions of Use and/or Manchester United Apps Terms of Use (although where the breach is capable of remedy (other than late payment) we will first give you the opportunity to remedy the breach, usually within seven days);
 - (b) we reasonably believe you have committed fraudulent activity against us or any third party through your use of MUTV Digital or Subscription Content; or
 - (c) the subscription fee (or part of it) remains outstanding for more than seven days from the due date (other than because of a fault of ours or our third party payment provider).
42. We shall also be entitled to terminate your access to MUTV Digital immediately at any time, giving you as much notice as possible:
 - (a) should we be forced to for technical or operational reasons beyond our control; or
 - (b) if we decide, at our discretion, to stop providing MUTV Digital in your country of residence.

Should we terminate your agreement with us in these circumstances after you have paid a subscription fee to access MUTV Digital, we shall refund that proportion of any subscription fee relating to any time during the Subscription Period that you have paid for but during which you have not received access to MUTV Digital.

Your right to cancel

43. If for any reason you change your mind and wish to cancel your subscription to MUTV Digital before you access any Subscription Content,

and receive a full refund, you have fourteen days to do so from the date you subscribe. You can do this by emailing us at mutvdigitalweb@manutd.co.uk or by logging on to "your account", clicking on the "settings" page and following the on screen instructions. However, if you cancel and you have already accessed Subscription Content, you will not be entitled to cancel or obtain a refund.

44. You can cancel your subscription to MUTV Digital at any time before your next Subscription Period is due to start by logging on to "your account", clicking on the "settings" page and following the on screen instructions. If you do cancel, you will still have access to MUTV Digital for the remaining duration of your current Subscription Period but the agreement will not automatically renew for the following Subscription Period.
45. Cancellation of any pre-existing subscription to our MUTV television channel via a TSP will automatically cancel any free access to MUTV Digital offered as a benefit of such subscription to our MUTV television channel.

Your indemnity to us

46. You agree to indemnify us and our affiliates and our respective directors, officers, employees and agents, as well as our partners, licensors and suppliers from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of:
 - (a) any misrepresentation, act or omission made by you in connection with your use of MUTV Digital;
 - (b) any non-compliance by you with these terms and conditions; or
 - (c) claims brought by third parties arising from or related to your access or use of MUTV Digital or Subscription Content.

Our liability to you

47. To the maximum extent permitted by applicable law, you expressly agree that your use of MUTV Digital is at your own risk. MUTV Digital (including for the avoidance of doubt, Subscription Content) is provided on an "as is" and "as available" basis for your use, and to the extent permitted by applicable law, we hereby expressly disclaim any and all warranties, express and implied, including but not limited to any warranties of accuracy, reliability, title, merchantability, non-infringement, fitness for a particular purpose or any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy or completeness of any information contained therein or provided by MUTV Digital.
48. To the maximum extent permitted by applicable law, we do not represent or warrant that access to MUTV Digital will be uninterrupted or that there

will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted via MUTV Digital. We do not guarantee that you will be able to access or use MUTV Digital at times or locations of your choosing, or that we will have adequate capacity for MUTV Digital as a whole or in any specific geographic area.

49. To the maximum extent permitted by applicable law, we exclude all liability for any amount or kind of loss or damage and any direct, indirect, special, consequential or punitive damages or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption arising from your use of MUTV Digital, Subscription Content or for any other claim related in any way to your use of MUTV Digital or Subscription Content, including for viruses alleged to have been obtained from MUTV Digital or Subscription Content, your use of or reliance on MUTV Digital or any of the information or materials available on MUTV Digital, and whether in tort (including without limitation negligence), contract or otherwise, regardless of the type of claim or the nature of the cause of action, even if advised of the possibility of such damages.
50. To the extent there is any liability on us, (except as permitted by applicable law) this shall be limited in aggregate to the amount paid by you to us for your subscription to MUTV Digital and/or for your access to Subscription Content that directly gave rise to the relevant claim. If you have not paid any amounts to us in connection with MUTV Digital and/or Subscription Content, you acknowledge that your sole and exclusive remedy in respect of such claim is to cease using MUTV Digital and/or accessing Subscription Content. To the extent that we may not, as a matter of applicable law, disclaim any warranty or limit out liability as set out in these terms and conditions, the scope of such warranty and the extent of our liability shall be the minimum permitted under such applicable law.
51. Nothing in these terms and conditions in any way limits our liability:
 - (a) for death or personal injury caused by our negligence;
 - (b) under section 2(3) of the Consumer Protection Act 1987;
 - (c) for fraud or fraudulent misrepresentation; or
 - (d) for any matter for which it would be illegal for us to exclude, or attempt to exclude.
52. MUTV Digital may include links to websites and resources operated by third parties including advertisers and other content providers. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. Those sites and resources may collect data or solicit personal information from you. We are not responsible for their content, privacy policies, or for the collection, use or disclosure of any information those

websites or resources may collect. Linking to any other service, website or resource from MUTV Digital is at your own risk.

53. If our performance of these terms and conditions is prevented or delayed in a material way by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of occurrence. Provided we do this we will not be liable for prevention or delays caused by the event but, if there is a risk of substantial prevention or delay and you have purchased a subscription which you have not received, you may contact us to end the contract for such subscription and receive a pro-rata refund for the same.

Further legal information

54. As mentioned, some of the provisions contained in these terms and conditions may be varied or we may post, from time to time, additional terms and conditions that apply to specific parts of MUTV Digital, which may supersede these terms and conditions. Such additional terms and conditions will be notified to you either by way of an update to these terms and conditions or in the relevant parts of MUTV Digital. Your use of those parts of MUTV Digital constitutes your agreement to those additional terms and conditions.
55. If any part of these terms and conditions are found unlawful or unenforceable, they will be deemed deleted. Nothing shall affect the validity of the rest of the terms and conditions they will continue to apply to you.
56. This agreement between you and us is personal to you and no third party is entitled to benefit from it.
57. Despite section 56, these terms and conditions are for our benefit and for the benefit of our group companies, each of which shall have the benefit of and shall be entitled to enforce these terms and conditions. Our group companies shall not be considered to be third parties for the purposes of these terms and, subject to references to “we”, “us”, “our” etc. in these terms and conditions are deemed to include our group companies. However: (i) MUTV Limited does not need the consent of any of its group companies to vary these terms and conditions; (ii) any notices to be provided to MUTV Limited under these terms and conditions are not required to be issued to our group companies as well; and (iii) you may only enforce these terms against MUTV Limited (and not against any of our group companies).
58. We are free to transfer our rights and obligations under these terms and conditions to any company or person. You must not transfer any of your rights or obligations to anyone else.
59. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual

disputes or claims) shall be governed by and construed in accordance with English law.

60. You accept the jurisdiction of the English courts over any proceedings arising from, or related to, these terms and conditions, such that any proceedings by you and/or against us shall only be brought in the English courts (and, to the extent permitted by law, you agree not to argue that the courts of England are not an appropriate forum to hear and determine such claim). Notwithstanding the foregoing, (i) nothing in these terms and conditions will prevent us from taking proceedings against you in any other court of competent jurisdiction; and (ii) the taking of proceedings by us in any one or more jurisdictions will not preclude the taking of proceedings in any other jurisdiction, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.