

GOLFTV

Terms of Use

Last updated: 1 December 2018

Welcome to GOLFTV (the "Service"). The Service includes the GOLFTV website ("Website") and the GOLFTV on-demand and live content service available through the Website and on the GOLFTV app ("GOLFTV"), including all features and functionalities, recommendations, reviews and user interfaces.

The Service is operated and provided to you by DPlay Entertainment Limited, registered in England with company number 09615785 whose registered office is at Chiswick Park Building 2, 566 Chiswick High Road, London, W4 5YB, United Kingdom ("DEL", "we", "us", "our").

By accessing, installing or using the Service, you confirm that you are 18 years old (or, if higher than 18 years old, the age of majority in your territory of residence) or over.

Please read these terms (the "Terms of Use") before accessing, installing or using the Service. They set out the agreement for your access to and use of the Service. By accessing, installing or using the Service you agree to these Terms of Use. If you don't agree to them, please don't use the Service.

1. Access to the Service

- 1.1 By accessing, using or installing the Service, you will be able to access and view content, which may include videos, music, games, graphics, text, images and photographs ("GOLFTV Content"), on the terms and conditions set out in these Terms of Use.
- 1.2 You may be able to access and view some GOLFTV Content for free, but some GOLFTV Content may only be available to you if you:
 - (a) register a GOLFTV account ("GOLFTV Account"); or
 - (b) purchase a GOLFTV subscription ("GOLFTV Pass").
- 1.3 Further details of the current GOLFTV Passes on offer can be found in the GOLFTV Pass Information tab at www.golf.tv/golftv-pass-information. Information on switching from one GOLFTV Pass to another GOLFTV Pass, including any impact on your billing arrangements, can be found in the GOLFTV Pass Information tab at www.golf.tv/golftv-pass-information.
- 1.4 If you purchase a GOLFTV Pass from us, you can view details about your GOLFTV Pass in the Account Information area in the Service, including the price. If your GOLFTV Pass auto-renews, this information will include the recurring subscription fee, billing renewal date and how to stop your GOLFTV Pass from auto-renewing.
- 1.5 In order to access certain GOLFTV Content, we may require you to register a GOLFTV Account by providing your details or by using an account you already hold with a third party platform or other partner.
- 1.6 You must be aged 18 years (or, if higher than 18 years old, the age of majority in your territory of residence) or older both to register a GOLFTV Account and to purchase a GOLFTV Pass.
- 1.7 When you sign up for a GOLFTV Account or purchase a GOLFTV Pass you are responsible for all access to and use of GOLFTV through your account.
- 1.8 You are also responsible for your GOLFTV Account username and password, for keeping them confidential, and for all activities that are carried out under them. We recommend that you do not reveal your payment details, username and password to any other person. You agree to

notify us immediately if you become aware of or suspect any unauthorised use of your password or username.

2. **Free Period of Access**

2.1 Your GOLFTV Pass may start with a free period of access. Free periods of access are available to new subscribers only (one per subscriber) unless we tell you otherwise and are subject to availability. The specific duration of the free period of access will be specified at the point of sign-up.

2.2 You will be charged at the end of your free period of access, unless you cancel your GOLFTV Pass before the expiry of the free period of access. Please note that you may not be notified that your free period of access is ending or has ended and that your paid subscription has started. When subscribing via a third party, for example an app-store or via one of our partners, please also see section 9 (Third Party Platforms and Services) below.

2.3 If you are a resident of Quebec, your GOLFTV Pass will not start with a free period of access which converts into a paid subscription. However, new subscribers resident in Quebec who sign up for a GOLFTV Pass may get the initial portion of their first subscription period at no charge or at a reduced charge. The specific duration of any such portion will be specified at the point of sign-up. Further details on GOLFTV Passes for residents of Quebec can be found in the GOLFTV Pass Information tab at www.golf.tv/golftv-pass-information.

3. **Promotional Offers**

3.1 DEL, companies within the same group as DEL and/or our third party partners, may make available codes or other promotional offers which:

- (a) grant access to GOLFTV Content normally only available via a GOLFTV Pass without requiring you to pay for such access; or
- (b) give a discount on a GOLFTV Pass

("Promotional Offers").

3.2 Promotional Offers may take a variety of forms and may be made available on a standalone basis or provided as part of a bundle with other products or services sold by DEL or other companies within the same group as DEL or with the products or services of one of our partners. You may only use and redeem Promotional Offers in accordance with the specific terms and conditions which apply to them.

3.3 Please check the relevant terms and conditions of the Promotional Offer for full details. Unless stated otherwise, Promotional Offers are only available to new subscribers (one per subscriber) and are subject to availability. Where a Promotional Offer is combined with a free period of access, restrictions may apply. Where a Promotional Offer is provided by a third party partner or by another company within the same group as DEL, that other party may also have additional terms and conditions which apply. DEL is not responsible for the products and services provided by such third parties.

3.4 Eligibility for Promotional Offers is determined by DEL and we reserve the right to limit availability of and/or revoke any Promotional Offer and put your account on hold in the event that you are not eligible.

4. **Billing**

4.1 If a charge applies to your GOLFTV Pass, you will be charged for it using the payment method provided when you first subscribe.

- 4.2 If your GOLFTV Pass automatically renews, subscription payments will be taken automatically on the first day of each new subscription period for your GOLFTV Pass at the same price (unless we have notified you of a price change, in accordance with section 6). Usually the first payment will be taken on the day you subscribe or, if you have a free period of access, the day after your free period of access ends.
- 4.3 If you are eligible for a Promotional Offer involving a discount, your bill and payments will be reduced accordingly for the promotion period.
- 4.4 To view your billing information or to change your payment method, go to the Account Information area in GOLFTV (unless you're paying via a third party or through another service, for example via one of our partners, in which case see section 9 (Third Party Platforms and Services) below).
- 4.5 If a payment is not successfully settled, because your payment method has expired, you have insufficient funds, or otherwise, and you do not change your payment method or cancel your GOLFTV Pass, we may suspend your access to your GOLFTV Pass and/or your GOLFTV Account until we (or the relevant third party) has obtained a valid payment method. When you update your payment method in your Account Information, you authorise us to charge the updated payment method for your GOLFTV Pass and you remain responsible for any uncollected amounts. This may result in a change to your payment dates or subscription period.
- 4.6 We reserve the right to change the date we charge you if your payment method has not been successfully authorised or if your subscription renewal date does not occur in a given month, for example, if you are usually charged on the 30th of each month, in February you will be charged on the 28th.
- 4.7 We use other companies (including other companies in the same group as DEL), agents or contractors to process credit card transactions or other payment methods.
- 4.8 For some payment methods, the relevant issuer may charge you certain fees, such as a foreign transaction fee or other fees relating to the processing of your payment method. Local taxes and charges may vary depending on the payment method used. You will be solely responsible for any such taxes and charges which may apply. Check with your payment provider for details.
- 4.9 If you subscribe to a GOLFTV Pass which starts with a free period of access, or if you use a Promotional Offer which requires you to provide your payment details, a payment may be authorised by your bank when your free period of access or Promotional Offer begins but no payment will be taken by us for this free period of access or for this Promotional Offer period. You should be aware however that this may affect your available balance or credit limit.

5. **Automatic renewal**

- 5.1 Certain types of GOLFTV Passes automatically renew unless you cancel your subscription before your next renewal date. If you purchase a GOLFTV Pass through us, we will let you know, at the point of sign-up, if your type of GOLFTV Pass will automatically renew.
- 5.2 If you have a GOLFTV Pass which automatically renews, and you do not cancel your subscription before the end of the current subscription period (or free period of access), your GOLFTV Pass will automatically renew. If your GOLFTV Pass automatically renews, you will be charged the total subscription fee at the same price (unless we have notified you of a price change, in accordance with section 6) due for the next subscription period.

6. **Price changes**

- 6.1 We may change the price of your GOLFTV Pass from time to time. Any price changes will apply to you no earlier than 30 days following notice to you. We will let you know the date on which

any price change is due to come into effect. If you have purchased a GOLFTV Pass through one of our third party partners, price changes will be subject to that third party's terms and conditions.

- 6.2 If we notify you of a price change and you do not want to continue your GOLFTV Pass at the new subscription price, you can cancel your GOLFTV Pass either: (i) before the start of the next subscription period by following the steps in section 7 (Cancellation) below; or (ii) at any time before the price change becomes effective by providing us with notice at the details set out in the Help Centre at help.golf.tv.
- 6.3 We will always try to make sure the price of your GOLFTV Pass will not change until the start of your next subscription period. If a price change is going to come into effect during your current subscription period, you can cancel your GOLFTV Pass before the price change comes into effect and we will provide you with a refund for amounts you have paid for the Service but not yet received.

7. **Cancellation**

- 7.1 You can cancel your GOLFTV Pass before the end of the current subscription period (or free period of access) and, unless we tell you otherwise, the cancellation will be effective at the end of the current subscription period (or free period of access). This means that if you are part of the way through a subscription period (or free period of access), you will be able to continue to use your GOLFTV Pass until the end of the current subscription period (or free period of access), unless we tell you otherwise.
- 7.2 When you purchase a GOLFTV Pass from us you agree: (a) we will provide you with access to your GOLFTV Pass (and the GOLFTV Content available through that GOLFTV Pass) immediately; and (b) where we get your consent when you sign up, you waive any statutory right you may have to: (i) change your mind about your GOLFTV Pass; and (ii) receive a refund within any applicable cooling off period.
- 7.3 If you are a resident of Norway, you can find more information on your cancellation rights in the GOLFTV Pass Information tab at www.golf.tv/golftv-pass-information.
- 7.4 To manage your GOLFTV Pass, click on the Account Information area in GOLFTV.
- 7.5 If you signed up for a GOLFTV Pass through a third party (for example via one of our partners) and wish to cancel your subscription, you will need to do so through that third party. For example, you may need to visit your account with a third party and turn off auto-renew for GOLFTV.

8. **Refunds and credits**

- 8.1 Without affecting your applicable statutory rights, payments are non-refundable and there are no refunds or credits for partially used billing periods. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our subscribers. If we do this for any reason this does not mean we are obligated to do so again, even in the same circumstances.
- 8.2 If you signed up for a GOLFTV Pass through a third party (for example, an app-store or via one of our partners) and encounter any problems with billing or payments, please contact that third party in respect of any refunds or credits relating to your GOLFTV Pass in accordance with that third party's terms. For any other issues relating to your GOLFTV Pass, you can contact us using the details using the details in our Help Centre at help.golf.tv.

9. **Third party platforms and services**

- 9.1 If you access GOLFTV or purchase a GOLFTV Pass through a third party (for example, via a bundle of services provided by one of our third party partners) or another product or service sold by that third party or DEL, your payment will be to that third party or to that other product or service and you will be subject to that third party's terms or to that other product or services' terms (including any applicable usage rules). Important information on the applicable terms of sale, charges, taxes, payment methods, your right to cancel a transaction and when you can exercise such right (where applicable), and the technical steps to conclude a transaction, will be detailed in the third party's terms and conditions or in the terms and conditions of the other product or service. You must comply with those terms and conditions and also with these Terms of Use. In the event of any inconsistency between these Terms of Use and those terms and conditions, the third party terms and conditions shall take precedence over these Terms of Use.
- 9.2 If you are paying for a GOLFTV Pass via a third party or via another product or service sold by that third party or DEL and you wish to change your payment method, you will need to do so through that third party or the other product or service.

10. **Supported devices and updates**

- 10.1 Availability of the Service, your GOLFTV Pass and GOLFTV Content depends on the quality of your internet connection and device capabilities. Some features may not be available on all devices. Please visit the Help Centre at help.golf.tv to see the full list of supported devices and operating system requirements.
- 10.2 To get the best experience, we recommend that you accept any updates to the Service as and when they become available. This may also require you to update your device operating system.
- 10.3 Your use of any updates, modifications to, or replacement versions of the Service will be governed by these Terms of Use and any additional terms you agree to when you install such update, modification, or replacement version.

11. **Your data usage**

You are responsible for all internet access, mobile data or other charges incurred when using the Service and your GOLFTV Pass. Remember that streaming and downloading audio-visual content such as videos and games can use up a lot of data.

12. **Changes to the Service**

- 12.1 We may regularly make changes to any element of the Service, your GOLFTV Pass, your GOLFTV Account or the GOLFTV Content. In particular, the availability of GOLFTV Content may change from time to time (for various reasons, such as where relevant third party rights-holders withdraw or restrict our right to use that content on the Service). We therefore have the right to add or withdraw GOLFTV Content at any time, with or without notice. You acknowledge and agree that the GOLFTV Content is variable and will change from time to time without notice.
- 12.2 There may also be times when we have to remove certain features or functionality and/or stop allowing certain devices or platforms from being able to access the Service. We may also update or upgrade the Service from time to time. If changes to any element of the Service are likely to materially adversely affect GOLFTV we will try to make sure that any changes will not adversely affect you during your current subscription period so you have the chance to cancel your GOLFTV Pass before the next subscription period begins by following the steps in section 7 (Cancellation) above. If we have to make a materially adverse change to the Service during your GOLFTV Pass, we will give you 30 days' notice and the right to cancel. If you do not cancel your GOLFTV Pass after we have notified you about any changes and before these changes

take place, and you continue to use the Service, we will take that as your acceptance of the changes.

- 12.3 We will always try to make sure that any materially adverse changes to the Service will not come into effect until the start of your next subscription period. If a materially adverse change is going to come into effect during your current subscription period, you can cancel your GOLFTV Pass before the change comes into effect and we will provide you with a refund for amounts you have paid for the Service but not yet received.

13. **Ownership**

- 13.1 The Service and all GOLFTV Content is protected by copyright, trademark, and/or other proprietary intellectual property rights owned by or licensed to us.
- 13.2 You have no intellectual property rights in, or to, the Service, the GOLFTV Pass or the GOLFTV Content other than the right to use them in accordance with these Terms of Use.
- 13.3 You may not remove, alter or in any way tamper with any copyright notices or other proprietary markings included in the Service or any GOLFTV Content. Any copying, access, transfer, public performance or communication to the public or other use of the Service, the GOLFTV Content or the GOLFTV Pass other than as expressly authorised by applicable law or these Terms of Use shall constitute an infringement of applicable intellectual property rights and a breach of these Terms of Use. In the event of such infringement, we, or one of our affiliated companies, may, without notice or prior intervention of a court or arbitral body, block your access to the Service and terminate any GOLFTV Account you may have and pursue any rights or remedies available to us.

14. **Your use of the Service**

- 14.1 You confirm that: (a) any information and details provided by you to us, including on registration of a GOLFTV Account, are true, accurate and up to date in all respects and at all times; (b) you will at all times comply with these Terms of Use; and (c) you will not use the Service for any unlawful purpose or in a way which infringes the rights of anyone else.
- 14.2 You can only watch GOLFTV Content using your GOLFTV Pass on a certain number of devices at the same time. You can find details of these restrictions in our Help Centre at help.golf.tv.
- 14.3 You must use the Service in accordance with all applicable laws, rules and regulations, and any other restrictions on your use of the Service, the GOLFTV Pass or the GOLFTV Content.
- 14.4 You must not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Service, the GOLFTV Pass or GOLFTV Content. DEL may modify or delete any material that is considered defamatory, offensive or otherwise unlawful, or that infringes the rights of anyone else.
- 14.5 The Service, the GOLFTV Pass and GOLFTV Content are licensed to you (not sold) for your personal and non-commercial use only. While you are using the Service, we grant you a limited, non-exclusive, non-transferable, licence to access the GOLFTV Content and stream, download, temporarily store and view the GOLFTV Content. Except for the limited licence granted to you in these Terms of Use, no right, title or interest in the Service, the GOLFTV Pass or the GOLFTV Content shall be transferred to you. You must not reproduce, perform, display or exhibit the Service, the GOLFTV Pass or the GOLFTV Content in any public place.
- 14.6 Use outside your home country of residence:
- (a) If you are resident in the EU, you can access the GOLFTV Content usually available through your specific GOLFTV Pass when visiting another EU country, at no extra cost.

This means that you can enjoy the same service abroad that you would at home; you will be accessing the same GOLFTV Content, in the same language, that you access through your GOLFTV Pass when you are at home. This access is available only if you are temporarily abroad in another EU country and we are able to verify that your country of residence is in the EU.

- (b) See the Help Centre at help.golf.tv for more information about access to the Service outside your home country.

14.7 Content limitations may also depend on the subscription plan you choose and any restrictions imposed by our commercial partners.

14.8 You must not, and must not allow third parties to: (a) access, view and/or purchase the GOLFTV Pass or GOLFTV Content using a virtual proxy network; (b) use your username and password to access your GOLFTV Pass or the GOLFTV Content without authorisation; (c) display, perform, publish, license, offer for sale, make and/or distribute copies of the Service, the GOLFTV Pass or the GOLFTV Content; (d) attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Service, the GOLFTV Pass or the GOLFTV Content except as permitted by applicable law; (e) create derivative works of the Service, the GOLFTV Pass or the GOLFTV Content of any kind whatsoever; or (f) circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the Service or the GOLFTV Content.

14.9 You agree not to register multiple times for a free period of access or for the same type of Promotional Offer. Any such action shall be a breach of these Terms of Use and may result in the termination of your GOLFTV Account and/or GOLFTV Pass.

15. **Privacy**

Any personal information you supply to us or that we collect from you when using the Service or your GOLFTV Pass will be used by us in the ways set out in our Privacy Policy at www.golf.tv/privacy-policy. Please also ensure you read our Cookies Policy at www.golf.tv/cookies-policy.

16. **Ending your right to use the Service**

16.1 We may end your right to use all or any part of the Service or your GOLFTV Pass immediately if we have a reasonable belief that you have breached these Terms of Use or if you are using the Service, the GOLFTV Content or your GOLFTV Pass in any manner other than for its intended purpose, fraudulently or illegally. If what you have done can be put right we may give you a reasonable opportunity to do so.

16.2 If we decide to discontinue any part of the Service, we will give you at least 30 days' prior notice (unless we need to discontinue the Service (or any part of it) immediately for legal reasons, including in order to comply with a court order). If we discontinue the Service, we may provide you with a refund for amounts you have paid for the Service but not yet received.

16.3 If we end your rights to use the Service or your GOLFTV Pass you must stop all activities authorised by these Terms of Use, including your use of the Service or your GOLFTV Pass.

17. **Our liability to you**

17.1 We accept liability for death or personal injury caused by our negligence or that of our employees and agents. We do not seek to exclude liability for fraudulent misrepresentation, wilful misconduct or gross negligence by us or our employees or agents.

- 17.2 If we breach these Terms of Use we will only be liable for losses which are a reasonably foreseeable consequence of that breach. Losses are foreseeable where they could be contemplated by you and us at the time of you agreeing to these Terms of Use.
- 17.3 We are not responsible for:
- (a) any use of the Service or GOLFTV Content which isn't authorised by us;
 - (b) any malfunction or interruption to the Service or GOLFTV Content due to unforeseeable circumstances that prevent us from fulfilling our obligations to you;
 - (c) errors, viruses or bugs present in or arising from your use of the Service or GOLFTV Content;
 - (d) incompatibility of the Service or GOLFTV Content with any other software or hardware (including any of your devices); and
 - (e) any act or default of any third party platform, service provider, supplier, device manufacturer or provider of a device operating system, which are beyond our reasonable control.
- 17.4 You have certain statutory rights under the applicable laws of your territory. Nothing in these Terms of Use is intended to affect these statutory rights. For more information about your statutory rights contact your local consumer organisation.
- 17.5 IN CANADA, THE LAWS OF CERTAIN JURISDICTIONS, INCLUDING THE PROVINCE OF QUEBEC, MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY DESCRIBED IN SECTIONS 17.6 TO 17.8. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE BELOW EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.
- 17.6 Apart from liability arising in respect of the circumstances set out in section 17.1 (which is unlimited), to the fullest extent permitted under local law, in no event shall our total liability to you for all damages arising from your use of the Service or the GOLFTV Content or your GOLFTV Pass, exceed the amount you have paid for your GOLFTV Pass.
- 17.7 We can't guarantee that the Service or the GOLFTV Content will be free from bugs or errors or that your access will be free from interruptions (for example there may be downtime for maintenance or updates or any power or server outages or other reasons outside our control), however where we are made aware of technical issues then we will always try to fix them.
- 17.8 Please note that we are not responsible for any lack of functionality or failure to provide any part of the Service or the GOLFTV Content, or any loss of content or data that is due to: your equipment, devices, operating system or internet connection, your failure to download the most recent published version of the Service or meet the compatibility requirements or the consequences of you changing your equipment, device, operating system or internet connection.
- 18. Changes to these Terms of Use**
- 18.1 We may, from time to time, change these Terms of Use. The circumstances in which we may change these Terms of Use may include (without limitation), to comply with applicable laws, to provide you with additional information about the Service, where we need to make changes to the Service in order to improve it, or for safety or security reasons.
- 18.2 We will aim to notify you at least 30 days before making any material changes to these Terms of Use, unless the changes need to be implemented quickly for security, legal or regulatory

reasons in which case we will notify you of the changes as soon as we can. If any change to these Terms of Use will materially disadvantage you, or materially impact the availability of GOLFTV, we will provide you with 30 days' notice before the changes become effective and you can choose to cancel your GOLFTV Pass before the changes become effective (see section 7 (Cancellation) above).

18.3 We will always try to make sure that any changes to the Terms of Use which materially disadvantage you, will not come into effect until the start of your next subscription period. If a materially adverse change is going to come into effect during your current subscription period, you can cancel your GOLFTV Pass before the change comes into effect and we will provide you with a refund for amounts you have paid for the Service but not yet received.

18.4 If you continue to use the Service following any change to these Terms of Use, we will take this as your acceptance of the amended Terms of Use. The most up to date Terms of Use will always be available on the Service from the effective date of those updated Terms of Use.

19. **Transfer of rights**

The agreement between us and you is personal to you and no third party is entitled to benefit under it. You agree we can transfer our rights and obligations under these Terms of Use to any company, firm or person provided that your GOLFTV Pass will not be adversely affected as a result of such transfer. You may not transfer your rights or obligations under these Terms of Use to anyone else.

20. **Severance**

If any provision of these Terms of Use is held to be unlawful, invalid or unenforceable, that provision shall be deemed severed and the validity and enforceability of the remaining provisions of these Terms of Use shall not be affected.

21. **Waiver**

To the extent we fail to or decide not to exercise any right of claim against you to which we are entitled, this will not constitute a waiver of that right unless otherwise indicated to you in writing.

22. **Governing law**

22.1 These Terms of Use shall be governed by and construed in accordance with the laws of the territory identified in the table below. However, these Terms of Use will not limit any consumer protection rights that you may be entitled to under the mandatory laws of your country of residence.

Territory of Residence	Governing Law
Spain	Spanish Law
Quebec, Canada	The laws of the province of Quebec
Brazil	Brazilian Law
Rest of World	England and Wales

22.2 If you live in England, Wales or India, you will only be able to bring a claim related to or arising from these Terms of Use in the courts of England and Wales. If you do not live in England, Wales or India, you will be able to bring a claim in the courts of your territory of residence.

23. **Complaints**

If you have any complaint please speak to us first, by contacting us using the details below. In addition, please note that if you live in a European Union member state, or in Norway, Iceland or Lichtenstein, disputes may be submitted for online resolution to the European Commission Online Dispute Resolution ("ODR") platform available at <https://ec.europa.eu/consumers/odr>. We do not currently use alternative dispute resolution ("ADR"), including through the ODR platform, as a means of settling consumer complaints.

24. **Communications**

24.1 We will send you information relating to your account and your subscription (e.g. payment authorizations, invoices, changes in password or payment method, confirmation messages, content and feature updates and other service or transactional messages) by in-Service message or email to the email address provided during sign up (if you signed up via a third party, for example via one of our partners or using your account details with a platform, then we may obtain your email from that third party or platform so that we can keep you up to date with service-related messages).

25. **Contacting us**

25.1 You can contact us using the details in our Help Centre at help.golf.tv.