

# Now TV Contract

# (For csl. / 1010 Mobile Customer to subscribe to Now TV services without a Now TV Set-Top Box)

#### Things to know before you buy:

1. Your Application and the Now TV Service Guide sets out the Now TV services that you have subscribed to (the "Services"), the charges, including your monthly charges for the Services as well as usage based and administrative charges which are payable in certain circumstances (such as for installation, moving and lost equipment) (if applicable) and the legal entity or entities responsible for providing those Services. The Services and Content are provided to you through internet streaming only via the Now Apps (e.g. Now Player or Now TV App), on specific mobile devices, Now TV App on specific smart televisions, and/or Now TV Website on specific computer operating systems, browsers and applications. Additional information about your Services and our shop addresses can be found on our website at nowtv.hk (for Now TV services) or our customer hotline at 1000.

2. Your Commitment Period (if any) for any Now TV services is described in your Application (Section C). You can terminate your subscription to any Now TV services by giving us 30 days' prior notice, and your subscription to any New Media services (it any) will be terminated at the same time. If you choose to terminate your subscription to any Now TV services before the expiry of its Commitment Period, you will have to pay us the early termination charges or any cancellation charges described in Section G (where applicable) and compensate us for the value of any premium received by you. We may amend or terminate your contract with us at anytime, including changing or discontinuing any content provided at any time. At the end of the Commitment Period of your subscription to any Now TV services, you agree that we shall continue to provide such Now TV services to you on a month-to-month basis at the prevailing monthly rate published from time to time on our Now TV Apps and Now TV Website.

3. Now TV will broadcast all Premier League matches in Hong Kong exclusively on pay TV for the seasons of 2022/23 to 2024/25, and designated matches will be delivered in 4K per season. Details of dates and times of matches will be announced by the event organizer in due course. UEFA Champions League, UEFA Europa League, UEFA Europa Conference League, Serie A, Ligue 1 are provided by beIN SPORTS. All program content and matches are subject to cancellation and/or suspension by the rights holders and/or event organizers. Dates and times of all matches and sporting events may be subject to change from time to time so please refer to official announcements by the rights holders and event organizers for the latest information. Please note that PCCW Media Limited cannot guarantee the continued availability of the channels, programs and services on the Now TV services for the entire duration of your Now TV subscription; and it shall not be liable for any unavailability or delay in the broadcast, of any matches and/or programming. The "Important Information" section of the Now TV Service Guide contains other important terms of your contract with us. Important information relating to the Now TV services (including those relating to Now Player, Now TV App and other Now Apps) is set out in Part II, Sections D, E and the section H "Other Information" respectively. Please note that we cannot guarantee the continued availability of the channels, programs and services on the Now TV services for the entire duration of your Now TV subscription. The channel line-up and programs and services on the Now TV services for the entire duration of your Now TV subscription. The channel line-up and programs and services on the Now TV services for the entire duration of your Now TV subscription. The channel line-up and programming on the Now TV services; and hours of broadcast of any program or channel are subject to change from time to time.

4. You understand that Your Application is for Now TV services without an optional Now TV Set-Top Box, and that a Now TV Set-Top Box may offer certain additional features for subscribers, including, without limitation:

- i. If you do not subscribe to Now TV Service with a Now TV Set-Top Box, you may watch live or on demand content on no more than two (2) compatible devices simultaneously; if you subscribe to a Now TV Set-Top Box, you may watch live or on demand content on no more than three (3) compatible devices simultaneously;
- ii. Subscribers without a Now TV Set-Top Box may experience more latency and delays in viewing certain
- iii. A few channels or programmes available on Now TV services may not be available for viewing in 4K unless you use a Now TV Set-Top box;
- iv. Certain user interfaces are different between the Now Apps and the Now TV Set-Top Box;
- v. Now TV Set-Top Box comes with an associated physical remote control;
- vi. Now Dollars are only available to subscribers that subscribes to Now TV services with a Now TV Set-Top Box; and
- vii. The Club points (in relation to Now TV services) are only available to subscribers that subscribes to Now TV services with a Now TV Set-Top-Box.



#### SECTION B: SERVICE PROVIDER

<u>PCCW Media Limited (電訊盈科媒體有限公司)</u> provides Now TV services upon the Now TV Terms and Conditions and this Service Guide (which you may download at: nowtv.hk).

# SECTION D: MISCELLANEOUS CHARGES - Early Termination Charge - Now TV Set-Top Box CHARGES:: Monthly Charges (Based on Monthly Rate within Commitment Periods) x remaining months of the Commitment Period CHARGES: Please call our hotline 1833 888 for details on service plans for set-top boxes.

# SECTION E: BILLING OPTIONS

Bills will be sent to you based on the method you have chosen to receive your csl./1010/ Club Sim service bill.)

# SECTION F: IMPORTANT INFORMATION PART I

- <u>PCCW Media Limited (電訊盈科媒體有限公司)</u> provides Now TV services upon the Now TV Terms and Conditions and the Now TV Service Guide (which you may download at: <u>https://www.nowtv.now.com/terms-and-conditions/</u>).
- PCCW OTT (Hong Kong) Limited provides certain media services subject to the relevant media terms and conditions.

#### Things You Need to know:

**Now TV APPLICATION:** When processing your Application and your Application contains any missing or incorrectly entered charges that are payable by you, your selected options in a Service Plan in your Application is not offered by us as specified in the Now TV Service Guide or if there are any other discrepancies, then our customer service will contact you as soon as practicable to rectify such discrepancies and we will resume processing your Application when all discrepancies have been rectified. Your Application is subject to our approval. If there are any circumstances which may affect our approval of your Application, we will contact you accordingly, otherwise, your Contract for the Now TV services (and other services under your Application) shall be deemed to form at the time when your Application is approved and accepted by us.

- CAN I TERMINATE Now TV SERVICES?: You can terminate your subscription to any Now TV services or Now TV Pack (meaning a pack or bundle of any Now TV services) with a Commitment Period on a valid 30 days' prior notice to us. However, if you do so, all optional services and optional premiums (as the case may be) under your Now TV Application are non-severable services and will also be terminated at the same time and you are required to pay us the Early Termination Charge and other Cancellation Charges specified for such Now TV service, Now TV Pack, optional services and optional premiums (as applicable). You may contact our customer service hotline for the Now TV services, optional services and optional premiums you wish to terminate. Depending on circumstances, you may be required to pay us the Early Termination Charge and other Cancellation Charges specified for the particular Now TV service, Now TV Pack, optional services, optional premiums; and (where applicable) compensate us for the value of any premium received by you. Please refer to Clause 11 of the Now TV Terms and Conditions for details.
- WHAT HAPPENS WHEN THE COMMITMENT PERIOD OF A SERVICE ENDS?: At the end of the Commitment Period of a Now TV service and/or Now TV Pack, if we are unable to contact you, you do not contact us or you are undecided as to whether to renew your existing Contract, we will continue to provide that Now TV services and/or Now TV Pack to you on the terms of the existing Contract on a month to month basis until you end your subscription to such Now TV service and/or Now TV Pack by giving us at least 30 days' advance notice (or such other period we specify in your Application). Whilst we provide such Now TV service and/or Now TV Pack to you on a monthly basis, instead of charging you at the rate payable under the preceding Commitment Period, we will charge you at the prevailing month to month rate published from time to time on our Now TV Apps and Now TV Website. You may refer to clauses 23.6 and 23.7 of the Now TV Terms and Conditions for details.
- <u>CAN I EXTEND THE COMMITMENT PERIOD?</u>: You can extend the Commitment Period of Now TV services or Now TV Pack by agreeing to an additional Commitment Period. You can also agree to replace the Contract with another new Contract upon expiry of the Commitment Period of the Now TV services or Now TV Pack
- <u>WHICH CONTRACT TERMS OF A SERVICE CAN BE CHANGED?</u>: We can change any and all terms and conditions of the Now TV services, Now TV Pack or optional services by publishing the changes online at the Now TV services' or optional services' websites listed in Section G of the Now TV Service Guide. Please refer to clause 18 of the Now TV Terms and Conditions for details.



• <u>BILLING:</u> You may receive separate bills for the bundled services (if any) at different dates. Bills will be sent to you based on the method you have chosen to receive your csl./1010/ Club Sim service bill.

#### SECTION G: IMPORTANT INFORMATION PART II

**Now TV Application** 

#### **ITEM A CUSTOMER DETAILS**

 Now ID and Correspondences: The mobile number you provide will be used by us to set up a Now ID to provide you with the Now TV services and to send you correspondences regarding Now TV services.

#### **ITEM B CONTRACT TERM**

<u>Commitment Period (Applicable for Current Now TV Pack(s), Optional Service(s), Premiums and/or Value Added</u>
 <u>Service(s)):</u> This is the Commitment Period which you agree to subscribe to the Now TV services. This automatically applies
 to the optional services, premiums and/or Value Added Service(s) selected under your Now TV Application.:

#### a. Commencement Date falls on the 1st day of the Billing Cycle

In respect of customers who subscribe to Current Now TV Pack(s), optional services, premiums and/or any Value Added Service(s); and the Commencement Date for such pack(s) or service(s) falls on the 1st day of the billing cycle, then the first and second months of the Commitment Period for such pack(s), are deemed to start from the Commencement Date and continues up to and including the next bill cut date (even if such period is less than 60 days); and the first month of the Commitment Period for such service(s), is deemed to start from the Commencement Date and continues up to and including the next bill cut date (even if such period is less than 60 days); and the first month of the Commitment Period for such period is less than 30 days). The monthly subscription charges in respect of the first and second months for such pack(s) and the first month for such service(s) will be charged on a pro-rata basis. Thereafter the Commitment Period continues for the next 16 or 22 calendar months for such pack(s), and 17 or 23 calendar months for such service(s) (depending on whether the Commitment Period is for 18 or 24 months respectively).

#### b. Commencement Date falls on the 2nd or subsequent day of the Billing Cycle

In respect of customers who subscribe to Current Now TV Pack(s), optional services and/or any Value Added Service(s); and the Commencement Date for such pack(s) or service(s) falls on the 2nd or subsequent day of the billing cycle, then the first month of the Commitment Period for such pack(s) and/or service(s) is deemed to start from the Commencement Date and continues up to and including the next bill cut date (even if such period is less than 30 days) and the monthly subscription charges in respect of the first month will be charged on a pro-rata basis. Thereafter the Commitment Period continues for the next 17 or 23 calendar months (depending on whether the Commitment Period is for 18 or 24 months respectively).

• <u>Commencement Date:</u> The Commencement Date shall be the actual date when you successful subscribe to the Now TV services.

# ITEM C Now TV SERVICES - SERVICEPLAN Now TV SERVICES

- Terms and Conditions: Now TV Terms and Conditions, available at <u>www.nowtv.now.com/terms-and-conditions</u>. Capitalized terms not otherwise defined herein have the meaning ascribed to them in the Now TV Terms and Conditions.
- Customers who have subscribed to the Channel Pack, Premium Channel, Flexi Combo Offer, Fixed Combo, Premier Combo and/or any Now TV Pack as specified by us from time to time (each a "Current Now TV Pack") cannot subscribe to any other Now TV Packs, channels, combos and/or offers which are not Current Now TV Packs.
- New customers must subscribe to at least 2 Now TV Packs before they can subscribe to any Premium Channel(s). Customers
  who have subscribed to Premium Channel(s) and wish to terminate their subscription to any Now TV Packs within their
  Commitment Period, have to ensure that they subscribe to at least 2 Now TV Packs at all times in order to continue with their
  subscription to the Premium Channel(s). Customer's subscription to any Premium Channel(s) will be terminated if he/she fails
  to subscribe to at least 2 Now TV Packs. All channels available in the Now TV Packs are set out in the Now TV Services Menu
  (Channel Pack).
- New customers may subscribe to the Now TV Pack(s) from the Now TV Services Menu (Channel Pack/Flexi Combo Offer/Fixed Combo/Fixed Combo for Selected Customers Only).

#### **Channel Pack**

New customers must subscribe to at least 2 Now TV Packs before they can subscribe to any Premium Channel(s). Customers
who have subscribed to Premium Channel(s) and wish to terminate their subscription to any Now TV Packs within their
Commitment Period, have to ensure that they subscribe to at least 2 Now TV Packs at all times in order to continue with their
subscription to the Premium Channel(s). Customer's subscription to any Premium Channel(s) will be terminated if he/she fails
to subscribe to at least 2 Now TV Packs. All channels available in the Now TV Packs are set out in the Now TV Services Menu



#### (Channel Pack).

 Selected existing Now TV customers may subscribe to any Now TV Pack(s) and/or Premium Channel(s) from the Now TV Service Menu (Channel Pack). Premium Channel(s) is/are only available for selected customers who subscribe to or have subscribed to at least 2 Now TV Packs. All channels available in the Now TV Pack(s) are set out in the Now TV Service Menu (Channel Pack).

#### ITEM D AVAILABILITY OF 4K content

Please note that the picture quality and/or transmission of certain programmes on the Now TV services will be affected by many factors including the network coverage, quality and specifications of the content provided by third parties, the specifications of Now TV equipment, your mobile devices, equipment and network bandwidth. The quality of video is subject to your network conditions. Please also note that only designated channels and programmes are available in 4K and some are not available for viewing in 4K on Now Apps (e.g., Now Player and Now TV App)/ Now TV Wesbite. If a customer does not subscribe to the relevant channels or programmes, customer will not be able to receive any 4K content from such channel or programmes on the Now TV services.

# **ITEM E OPTIONAL PREMIUMS**

#### Service Description / Entitlements:

- Optional Premiums refer to premiums, coupons or waiver of channel subscription charges for certain months.
- Customer must pay for all Charges for optional premiums by credit card.

# **ITEM F MISCELLANEOUS CHARGES**

- Early Termination Charge: Monthly Charge (based on Monthly Rate with Commitment Period) x remaining months of the Commitment Period. Additional Early Termination Charges may apply to optional services.
- Change Register Fee:

A Change Register Fee of HK\$200 will be charged for each change of name for each account (except where the change is required for a deceased customer).

• Credit Card Advance Payment (for customers paying by credit card):

Customer who wishes to pay the Charges by credit card, will have to pay the first month's channel subscription fee before commencement of the Now TV services. Other Charges will be charged in the next bill.

# **ITEM G OTHER INFORMATION**

- <u>Now Player Junior App</u>: It is only available to Now TV customers who have subscribed to the Junior Pack service plan. Only designated channels/programs can be viewed on Now Player Junior App. Please refer to the Now Player Junior Terms and Conditions (available for viewing at Terms and Conditions under "Service Notice" in the Now Player Junior App). Please note that your access to any programme, channel and/or content on the Now Player Junior App can be terminated at anytime without prior notice. The Now Player Junior App can only be used on mobile devices with operation system versions of iOS 11.0 or above and Android 8.0 or above.
- **PREMIUM PACKAGES AND OPTIONAL PREMIUMS:** All third-party products in premium packages and optional premiums are only available while supplies last and are non-redeemable for cash or other benefits. Please refer to the manufacturer's warranty statement included with the product for a detailed explanation of the product warranty terms applicable to a particular product.
- <u>REDEMPTION PROCEDURE IN PREMIUM PACKAGES AND OTHER PREMIUMS:</u> We will send a redemption letter by email to your correspondence email address for Now TV services approximately 4-6 weeks after the completion of the Now TV service activation. You are required to redeem the product at a designated address during the redemption period in accordance with the redemption letter.
- Now Apps: Now Apps (e.g., Now Player and Now TV App) can only be used on mobile devices with specific operating systems, browsers and/ or applications. Please refer to the FAQ in the Now Player website and application for details.
- <u>Now TV CUSTOMER SERVICE</u>: You may call our customer service hotline at 1833 888 (General enquires: 9AM to 9PM, Technical enquiries: 9AM to 12AM) or send your email to cs@now-tv.com.
- OUR SERVICE WEBSITES: The following are website of the Now TV services referred to in this Contract: Now TV services: nowtv.hk

#### SECTION H: Now ID

I hereby apply to PCCW Media Limited to register for "Now ID"1, using the information I have provided in this application, and agree to be bound by the Terms and Conditions of "Now ID"2 and the Privacy Statement. I agree the Now ID may be disclosed to members of



the Group (being HKT Limited, PCCW Limited and their respective subsidiaries, affiliates and associated companies) for purposes related to the provision of the services I am subscribing to or registering for. The mobile number below will be registered as a "Now ID" login mobile number.

Mobile number (will be used as your Now ID): \_

1. PCCW Media Limited (電訊盈科媒體有限公司) reserves the right to accept or reject the above application.

2. "Now ID" can connect only to one Now TV account. If the above mobile number provided by you has already been registered for "Now ID" and connected to another Now TV account, the above application will be rejected and the existing "Now ID" will not be connected to the Now TV account that you have applied for in this application form. If you want your existing "Now ID" to connect to another Now TV account, please visit nowtv.hk/support/nowid/faq or contact Customer Service Hotline at 1833 888. Terms and Conditions for "Now ID" can be viewed at http://now.com/images/html/service/regtnc.html.

3. Content on Now TV services is restricted to a subscriber who have registered for a designated login ID (which is currently a "Now ID" account). You may only access such Content by using your Now ID and your login credentials (such as passwords or other available authentication methods (if any)).

4. Account and Security: You may only register with us if you are age 18 or above. By registering with us, we will create an account for you (the "Account"). Your Account will enable you to access different Services (as defined below) and to conduct different transactions within or through these Services. You will have access to your Account by providing a login ID recognized by us (with relevant password) or, at our discretion, through a new login ID created for the Account. You are responsible for maintaining the confidentiality of your access information and for controlling access to your Account and the computer through which you access your Account. You shall be responsible for all activities that occur under your Account whether or not the activities are conducted by you. You agree to inform us immediately if you become aware of any unauthorized use of your login ID and password or your Account, or you have any reason to believe that your password has become known to anyone else, or if your password is being, or is likely to be, used in an unauthorised manner. PCCW Media Limited shall not be liable for any damage or loss arising from your Account being hacked into or information stolen from your Account (including Now ID, mobile number, email address, password and other personal information).

# SECTION I: PERSONAL INFORMATION COLLECTION STATEMENT

Please note that the fields of information marked with asterisks or as mandatory in any form (if any) must be provided before we can provide you with the subscribed service(s). You may choose not to provide the optional information (i.e. the fields not marked with asterisks or as mandatory) but your user experience will be affected if we do not have the relevant information to offer you with enhanced and personalised services.

The personal data and other information that you provided and other information collected, generated and/or compiled by us about you from time to time subsequently (collectively, "**Data**") will be collected, used and retained by **PCCW Media Limited** and the relevant service provider(s) of the service(s) you are subscribing to, namely **the Now TV services** and other relevant services (collectively, "**Services**"), being one or more of the members of the Group (being, HKT Limited, PCCW Limited and their respective subsidiaries, affiliates and associated companies) (HKT Limited is a company incorporated in the Cayman Islands with limited liability), including but not limited to Hong Kong Telecommunications (HKT) Limited, CSL Mobile Limited, PCCW Media Limited, Moov (Hong Kong) Limited, PCCW OTT (Hong Kong) Limited, eSmartHealth Limited, HKT Education Limited, Club HKT Limited, HKT CSP Limited, HKT Payment Limited, HKT Flexi Limited and HKT Advance Limited (as the case maybe), in accordance with the requirements of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) and other applicable laws, rules and regulations.

The details of the collection, compilation, retention, use, disclosure and processing of the Data and any further information about the Services are set out in the applicable terms and conditions of the Services, this Personal Information Collection Statement, the Privacy Statement of the HKT Group (www.hkt.com/legal/privacy.html) and/or the Privacy Statement of the PCCW Group (www.pccw.com/legal/privacy.html).

The Data may be disclosed to, used or retained by other members of the Group, their respective agents (including <u>debt collection agent</u>) and business partners for purposes related to the provision of the Services and other purposes to which you have consented at any time. We may also be ordered by regulatory bodies, government authorities and courts of law in different jurisdictions to disclose the Data in order to comply with legal obligations and duties imposed on us.

Subject to your rights indicated by marking in the relevant box or leaving it unmarked, we may use your Data (including, without limitation, your name, contact particulars, service usage, subscription details, location data and other customer profiling data), for the purpose of direct marketing, including sending to you notices and/or updates about gifts, discounts, privileged offers, benefits and promotions related to the Services as well as other products and/or services, including without limitation: TV, telecommunications, over-the-top (OTT) services, content services, mobile voice, SMS and data communications, IDD/roaming, Internet connectivity, cloud services, electronic/mobile payment, entertainment, secretarial services, personal assistant services and information services (such as weather, finance and news information), device accessories, mobile applications and software, computer peripheral, accessories and software (including notebooks, handsets, mobile devices and accessories, keyboards, security installations and mobile applications), reward, loyalty and privilege programs, lifestyle, networking events, travelling, banking, alcohol, sports, music, gaming, transportation, household products, food and beverages, finance, insurance, wealth management services and products, pensions, investments, brokering, financial advisory, credit and other financial services and products, education, health and wellness, beauty products and services, fashion and accessories, electronics, social networking, technology, e-commerce, digital assets and related offerings and services, logistics, retail, home and décor, media and high-end consumer products and services.



I object to the proposed use of my Data for direct marketing as stated above by the following entity(ies):

#### □ The service provider(s) of the Services

You have a right to withdraw your consent to the use of your Data for direct marketing purpose (if given) at any time. You are also entitled to access, correct or enquire about your personal data being held by us. For any such request, please do so by writing to the HKT Group's Group Data Protection Officer (GPO Box 9896 or <u>privacy@pccw.com</u>) and/or the PCCW Group's Group Data Protection Officer (GPO Box 9896 or <u>privacy@pccw.com</u>) and/or the PCCW Group's Group Data Protection Officer (GPO Box 9896 or <u>privacy@pccw.com</u>).

# I agree to the contents of the above Personal Information Collection Statement

# SECTION J: CUSTOMER'S AGREEMENT

I apply to you, PCCW Media Limited for the supply of the services subscribed for in this Contract. The Now TV services are supplied under the terms of this Application (including the Personal Information Collection Statement), Now TV Terms and Conditions and the Now TV Service Guide which can be viewed and downloaded at nowtv.hk. A copy of these terms and conditions were also made available to me by your sales representative. I agree to be bound by the terms when this Application is accepted by PCCW Media Limited. I agree to pay the charges for the service(s). I have attained the age of 18 and all information provided by me is up-to-date, complete, true and correct.