

Terms & Conditions for BBC Player

("BBC Player Terms")

1. Definitions

1.1. **"BBC Player"** is an online video service operated under licence by BBC Worldwide Limited that can be accessed via the web page www.player.bbc.com or via the BBC Player App.

1.2. **"BBC Player App"** is the BBC Player software application, currently available via the iOS and Android operating systems and which can be downloaded for free from the Apple App Store (for iOS devices) or Google Play Store (for Android devices).

1.3. **"BBCW Content"** means all content on BBC Player including without limitation programmes, audio-visual and audio content, clips, text, images and photographs, whether owned or licensed to BBCW, but excluding any content on the TM login page.

2. General

2.1. BBC Player is operated under licence by BBC Worldwide Limited ("**BBCW**") and in Malaysia is only made available to users under licence by TM Sdn Bhd ("**TM**").

2.2. BBCW is a wholly-owned subsidiary of the British Broadcasting Corporation ("**BBC**"), and is incorporated in England and Wales under company number 1420028. Our registered office is at Television Centre, 101 Wood Lane, London W12 7FA. Our VAT number is 333289454.

2.3. The BBC Player Terms apply to your use of BBC Player. When you access BBC Player you agree that these terms, as well as the BBCW Website Terms and Conditions at <http://www.bbcworldwide.com/bbcworldwidewebsites-siteterms.aspx> and any other terms referred to in these BBC Player Terms, are legally binding on you. Your use of BBC Player is also subject to TM's Terms and Conditions for Unifi TV Packs subscription at <https://unifi.com.my/tv/> ("**TM Terms and Conditions**"), which are a separate agreement between you and TM.

2.4. Capitalised terms used in these BBC Player Terms but not otherwise defined shall have the meaning given to them in the BBCW Website Terms and Conditions. In the event of any conflict or inconsistency between the BBC Player Terms and the BBCW Website Terms and Conditions, the BBC Player Terms will prevail.

3. Using BBC Player

3.1. BBC Player is only available to users in Malaysia who are entitled to receive the available BBC Channels via their subscription to the "Ultimate Pack" on TM's pay television service ("**unifi TV**") distributed through TM's TV platform in Malaysia ("**TM Subscribers**").

3.2. To use BBC Player you need to (i) be a Unifi/Broadband user for TM Fiber Broadband; and (ii) be resident in Malaysia.

3.3. If you Ultimate Pack subscribers, you will get complimentary access to BBC Player.

3.4. If you not Ultimate pack subscribers, you need to subscribe BBC Player for RM10/month

3.5. Access to BBC Player is:

3.5.1. controlled and authenticated in Malaysia by TM; and

3.5.2. via your TM unifi/Broadband account number.

3.6. You are responsible for all activity under your TM Unifi/Broadband account number.

3.7. BBCW Content on BBC Player can be viewed by streaming or in some cases can be temporarily downloaded for playback at a later date (subject to the viewing periods referred to in clause 4.3 below).

3.8. It is your responsibility to ensure that you have requisite internet connectivity and a compatible device in order to use BBC Player. BBCW is not responsible if you are unable to access BBC Player, view any BBCW Content or if there is any failure, interruption or degradation in the performance of BBC Player arising from any failure in or poor quality of the internet connectivity or mobile network and/or the device you are using or because you have not downloaded any necessary software.

3.9. Your use of BBC Player may lead to substantial bandwidth usage, which can be expensive. Data charges remain your responsibility, so you should be careful you do not exceed any 'bandwidth cap' on your account with your internet or data service provider.

3.10. Your installation and/or use of a BBC Player App may also be subject to the terms and conditions of any persons owning rights in the software that operates BBC Player App (if any).

3.11. BBC Player is provided to you, solely for your private viewing and for personal, non-commercial use. Your rights to use it may be further set out in TM Terms and Conditions. You agree not to use BBC Player for any other purposes, such as public performances.

4. BBCW Content

4.1. Your access to BBCW Content on BBC Player will be limited by your subscription to Unifi TV; you will only have access to programmes and content from the applicable BBC Channels that you subscribe to on Unifi TV. Please see the FAQs for further information.

4.2. The BBCW Content on the BBC Player will be updated and changed regularly and BBCW reserves the right to change or remove BBCW Content at any time. BBCW Content may be removed from BBC Player (amongst other reasons) when our rights have expired, there are legal issues, or if you breach these BBC Player Terms. Downloads of BBCW Content will be removed from your device when the viewing period expires, when BBC Player App is deleted from your device, when you delink your account with the BBC Player App or if the when your subscription to Unifi TV expires or is terminated and by using BBC Player you agree to this deletion from your device.

4.3. BBCW Content on BBC Player will have differing viewing periods, meaning that each programme will be available on BBC Player for a particular period of time. The viewing period for each programme of BBCW Content will be determined by BBCW in its sole discretion. When the viewing period of a programme is, or has reached, 14 days or less, a notice will usually be shown in the information about the programme. Where BBCW Content has been temporarily downloaded, such download will be automatically deleted on the expiry of the viewing period and by using BBC Player you agree to this deletion from your device.

4.4. Downloaded BBCW Content must not be transferred from one device to another (e.g. from your laptop to your mobile phone) and you must not make multiple copies of a single item of BBCW Content.

4.5. BBCW Content as made available on BBC Player must always be viewed using BBC Player.

4.6. You may not directly or indirectly change, edit, add to or create derivative works from any BBCW Content or other content available on BBC Player.

4.7. You do not have the right to use any BBCW Content or BBCW or BBC mark/logo on your device or elsewhere except as expressly permitted under these BBC Player Terms.

5. Installing Update(s) to BBC Player

5.1. You are solely responsible for installing update(s) to BBC Player and for all data charges associated with downloading any such updates. Depending on your device operating system and settings, download of updates may be automatic.

5.2. You acknowledge that you may not be able to access or use BBC Player unless you install relevant update(s).

5.3. After you install update(s), you may no longer be able to access BBCW Content previously downloaded and/or the features of BBC Player may change and BBCW will have no liability to you if this occurs.

6. Intellectual Property Rights

6.1. The intellectual property rights in BBC Player and BBCW Content are either owned by BBCW or third party providers of content. When you access and view BBCW Content through BBC Player you get permission (a licence) from TM to watch the BBCW Content for your personal use, as may be further detailed in TM Terms and Conditions.

6.2. All BBCW Content, including all information, data, text, documents, graphics, logos, designs, images, pictures, photographs, videos, podcasts, weblogs, RSS feeds, widgets, embeddable media players, software, interactive features, advertisements or other content, services or materials (or any part of them) accessible on BBC Player, is protected by copyright, trade marks, database rights and other intellectual property rights. Nothing contained in these BBC Player Terms grants you any licence or right to use the BBCW Content other than as expressly permitted in these BBC Player Terms.

6.3. Except as specifically permitted under these BBC Player Terms, you agree not to copy, store in any medium (including on any other website), distribute, transmit, re-transmit, re-publish, broadcast, modify, or show in public any part of BBC Player or BBCW Content without our prior written permission (and the prior written consent of the owner of the relevant intellectual property rights if applicable) in accordance with the Copyright Act (Cap. 63 Rev Ed 2006).

6.4. You must not:

6.4.1. circumvent, remove, disable or attempt to bypass any content protection system, digital rights management technology or geographic restriction applied to BBC Player or BBCW Content, for example, by using technology tools to misrepresent your location;

6.4.2. sell BBCW Content;

6.4.3. modify BBCW Content in any way;

6.4.4. remove any copyright or other notices from BBC Player or BBCW Content;

6.4.5. use BBC Player or BBCW Content in an unlawful or unauthorised way;

6.4.6. use BBC Player or BBCW Content or in a way that suggests an association with our products, services or brands; or

6.4.7. transfer BBCW Content to other devices.

7. Privacy

7.1. BBCW and the BBC group take your privacy seriously. Find out more about the information and personal data we collect and what we do with it in the FAQs, our Privacy Policy and our Cookies Policy. By using BBC Player, you consent to us collecting and processing your data as described in these

policies.

7.2. TM may also collect, use and/or disclose your personal data for the purposes of administering your access to BBC Player, in accordance with TM's Personal Data Protection Policy at <https://www.tm.com.my/Documents/TM%20Privacy%20Notice.pdf>

8. Suspension and termination of your account by us

8.1. If you breach any of these BBC Player Terms we may terminate or suspend your access to BBC Player and Content without giving you notice.

9. Parental Control

9.1. Some BBCW Content may contain things that aren't suitable for young people, or things you feel are indecent, objectionable or offensive.

9.2. If you let a child use your computer or device to access BBCW Content via BBC Player, you are responsible for deciding whether it is appropriate for that child.

9.3. If you are concerned about whether BBCW Content is suitable for children you can find out more about using parental controls and parental guidance in our FAQs.

10. Liability

10.1. We take care to make content to the highest editorial, ethical and technical standards. However, BBCW is **not responsible or liable** for anything that happens to you:

10.1.1. if you rely on any advice, data, commentary, opinions or other materials included in any BBCW Content or links we provide;

10.1.2. if there are errors, omissions, interruptions, delays, bugs or viruses in any BBCW Content or with BBC Player;

10.1.3. if using BBCW Content, BBC Player (including software updates) or sites we link to causes you loss of data, loss of content or damage to your device or software;

10.1.4. if we turn off or remove any parts of the BBCW Content, BBC Player or external links; or

10.1.5. if we remove BBCW Content from BBC Player or your device and or software as permitted by these BBC Player Terms.

11. General

11.1 These BBC Player Terms together with the additional terms and information set out in our FAQs, our Privacy Policy and Cookies Policy and the BBCW Website Terms and Conditions are all the terms and conditions between you and us in relation to your use of BBC Player, and supersede all previous agreements about your use of BBC Player.

11.2 We sometimes update these BBC Player Terms, so please review them regularly. By using the BBC Player, you agree to comply with the then-current version of these BBC Player Terms.

11.3 We last amended these BBC Player Terms on 1st January 2017.

11.4 These Terms and Conditions do not give any enforceable rights to any person who is not party to them. 5

11.5 Any dispute, controversy, proceedings or claim arising out of or in connection with these BBC Player Terms, including any question regarding their existence, validity or termination, will be governed by and construed in accordance with the laws of Singapore and the parties irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

11.1. If you have any questions about BBC Player, please see the FAQs. For subscription and login issues, please call TM on 100 or visit <https://www.tm.com.my/unifiTV/pages/contact.aspx>