

TNT Sports – App and Website Terms of Use

Last updated: 12 October 2023

These are the terms of use for the TNT Sports website and any applicable application from time to time (the "Platform").

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

Who we are?

The Platform is operated and provided to you by DPlay Entertainment Limited (registered in England with company number 09615785 and whose registered office is at Chiswick Park Building 2, 566 Chiswick High Road, London, W4 5YB, United Kingdom) ("WBD", "we", "us", "our") on behalf of TNT Sports Broadcasting Limited (registered in England with company number 13545383 and whose registered office is Chiswick Park Building 2, 566 Chiswick High Road, London, England, W4 5YB, United Kingdom), but your agreement for the provision of the Platform is directly with WBD. This does not affect your rights or obligations with or against WBD who is the trader in respect of the Platform.

Privacy

Any personal information you supply to us or that we collect from you when using the Platform or your TNT Sports Account (defined below) will be used by us in the ways set out in our [Privacy Policy](#). Please also ensure you read our [Cookies Policy](#).

The Platform

When we talk about the Platform in these terms, this includes:

- the TNT Sports website (the "Website");
- the applicable TNT Sports application from time to time (the "App"); and
- anything made available on the Website and/or the App, including:
 - all features, functionalities and user interfaces; and
 - any other content and materials you can view, access or contribute, such as images, photos, sounds, music, text, articles, games, graphics, software and video clips ("Content").

Terms of Use

1. Access to the Platform

- 1.1 By accessing, using or installing the Platform, you will be able to access, use, view and interact with Content, on the terms and conditions set out in these Terms of Use.
- 1.2 Some Content (including specific features) may only be available to you if you register an account ("TNT Sports Account").
- 1.3 You can sign up for a TNT Sports Account if you are aged 16 or older.
- 1.4 Specific terms and conditions may apply to certain features and functionalities available on the Platform, such as, but without limitation, pay-to-use services or competitions operated by WBD. In these cases, the specific terms and conditions are supplementary to, and do not exclude the application of, these Terms of Use.

2. Your TNT Sports Account

- 2.1 You promise that all information you provide to WBD upon creation of an TNT Sports Account (and at all other times) will be true, accurate, up to date and complete, and that you will not

attempt to register a TNT Sports Account under the name of or log into the TNT Sports Account of another person at any time.

- 2.2 You may be able to use an account you already hold with a third party platform or other partner to create a TNT Sports Account, such as your login with a social media service.
- 2.3 If you are an existing Eurosport.com or Eurosport.co.uk account holder, you can use your Eurosport account credentials to login to the Platform, without registering a separate TNT Sports Account. If you are a Discovery+ account holder or subscriber, however, you will need to register a TNT Sports Account.
- 2.4 You are responsible for your TNT Sports Account username and password, for keeping them confidential, and for all activities that are carried out under them (including all access to and use of the Platform through your TNT Sports Account). We recommend that you do not reveal your username and password to any other person. You agree to notify us immediately if you become aware of or suspect any breach of security or unauthorised use of your password or username.
- 2.5 Where registration is required, once you have correctly filled in and submitted the TNT Account registration form and your TNT Account has been confirmed by WBD, you will be able to access the relevant Content and/or parts of the Platform by logging in with your username and password.
- 2.6 WBD reserves the right, at any time and without prior notice, to deactivate the Account or the access rights of any person who breaches these Terms or who no longer has permission to access the Website and / or App.

3. **Content changes**

- 3.1 The Content on the Platform will change regularly – that means articles, video clips, and other short form multimedia content, which is free to access, may become available whilst other content will stop being available.
- 3.2 The availability of Content may change for various reasons, such as to reflect changing editorial and business requirements, where third party rights-holders withdraw or restrict our right to use that content on the Platform, for legal or regulatory reasons or for other reasons beyond our reasonable control. We therefore have the right to add, change or withdraw Content at any time, with or without notice.

4. **Your content on the Platform**

- 4.1 If you have a TNT Sports Account, you may be able to interact with Content on the Service, including liking, commenting on, and sharing Content.
- 4.2 We want to encourage an open exchange of information and ideas on and through designated parts of the Platform and associated community and social media pages (if any). However, we cannot and do not review every posting made on public posting areas of the Platform, or on TNT Sports branded areas on community and social media sites, or chat rooms, forums and blogs. You can expect these areas to include content, information, and opinions from a variety of individuals and organisations other than us. We do not endorse or guarantee the accuracy of any posting, regardless of whether the posting comes from a user, from a celebrity or “expert” guest, or from a member of our staff. There is no substitute for healthy scepticism and your own good judgement. Responsibility for what is posted on public posting areas on the Platform, and on TNT Sports branded areas on community and social media sites, or in chat rooms, forums and blogs, lies with each user – you alone are responsible for material you post. We do not control the messages, information or other content that you or others may provide on or through such areas.
- 4.3 WBD shall have the right, but not the obligation, to monitor any of your material on the Platform to determine compliance with these Terms of Use. We reserve the right to decide whether your material on the Platform complies with the requirements set out in these Terms of Use, and may remove, modify or delete such material, terminate or suspend your access and/or terminate or suspend your TNT Account without prior notice, on becoming aware of any violation of these Terms of Use, or for legal or other reasons, or because the relevant material is objectionable.

WBD also reserves the right to disclose any information to comply with any court order or lawful request that WBD believes necessary to satisfy any law, regulation or governmental request, or to refuse to post or to remove any information or materials, in whole or in part.

4.4 You agree that you will not submit, post or transmit on or through the Platform any material that:

- (a) is defamatory, offensive, unlawful, threatening, abusive, harassing, defamatory, libellous, deceptive, fraudulent, invasive of another's privacy, tortuous, contains explicit or graphic descriptions or accounts of sexual acts, or is otherwise objectionable;
- (b) infringes the rights of anyone else (including, without limitation, patent, trademark, trade secret, copyright, publicity, privacy or other proprietary rights) or is in breach of these Terms of Use, any of our guidelines or any policy posted on the Platform, or interferes with the use of the Platform by others;
- (c) contains any third party copyright material, or material that is subject to other third party proprietary rights (including rights of privacy or rights of publicity), unless you have a formal licence or permission from the rightful owner or are otherwise legally entitled to share the material in question;
- (d) victimises, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- (e) collects for marketing purposes any email addresses or other personal information that has been posted by other users of the Platform;
- (f) impersonates any person, business or entity, including WBD and its employees and agents, or falsely states or otherwise misrepresents your affiliation with any person, business or entity, including WBD;
- (g) contains an advertisement or solicitation or encourages others to make a donation;
- (h) contains viruses or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment, or otherwise permits the unauthorised use of a computer or computer network;
- (i) encourages conduct that would constitute a criminal offence or that gives rise to civil liability or that otherwise encourages others to commit illegal activities or cause injury or property damage to any other person;
- (j) results in the posting or transmission of any message anonymously or under a false name; or
- (k) results in a single message being posted to any area of the Platform if that message is, in our view, off-topic or in violation of these Terms of Use.

4.5 When you upload or post any material to the Platform, throughout the period of this contract and thereafter, provided that we are permitted to continue to use such material under applicable law, you grant:

- (a) to WBD, a worldwide, non-exclusive, transferable licence (with the right to sub-licence) to use, reproduce, distribute, modify, prepare derivative works of, display, publish, perform and sub-license all aspects of that material (including soundtracks or music) that are necessary for the provision of the Platform; and
- (b) to each user of the Platform a worldwide, non-exclusive licence to access your material through the Platform and to redistribute such material on the Platform to the extent permitted by the functionality of the Platform and under these Terms of Use.

4.6 You confirm and agree that WBD may publish, republish or otherwise transmit your material (and any sound featured in any content submitted by you), your name, and any other material you upload which features you (for example, any images or videos of you) throughout the world via TNT Sports branded websites and applications, and on community and social media sites, including (without limitation) YouTube, Facebook, Twitter and Instagram pages operated by

WBD (including regional pages or foreign language channels) in the manner described in these Terms of Use and our Privacy Policy.

- 4.7 You agree that your material may be subject to minor alterations or modifications for technical or formatting purposes, subject to the preservation of the intellectual character of the work and you waive any right to inspect and approve a finished product or the copy that may be used in connection with material which you may upload or post on the Platform, or the use to which such material may be applied.

5. **Changes to the Platform**

- 5.1 We may make changes to, suspend or discontinue the Platform (or any part of the Platform) at any time without giving you any notice.
- 5.2 Such changes may be made (for example): when we have to remove certain features or functionality and/or stop allowing certain devices or platforms from being able to access the Platform. We may also improve, update or enhance the Platform from time to time.

6. **Device restrictions, supported devices and updates**

- 6.1 Availability and functionality of the Platform and Content depends on the quality of your internet connection and device capabilities. As described in our Help Centre, some features of the Platform may not be available on all devices or on all operating systems. Please visit the Help Centre to see the full list of supported devices and operating system requirements.
- 6.2 To get the best experience and to ensure the Platform operates correctly, we recommend that you accept any updates as and when they become available. This may also require you to update your device operating system. As and when new operating systems and devices are released, we may over time stop supporting older versions. You should regularly check the Help Centre to see the full list of currently supported devices and operating system requirements.
- 6.3 Your use of any updates, modifications to, or replacement versions of the Platform will be governed by these Terms of Use and any additional terms you agree to when you install such update, modification, or replacement version.

7. **Your data usage**

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

8. **Rights**

- 8.1 Content on the Platform is either owned by or licensed to us or others, and is subject to copyright, trade mark rights, and other intellectual property rights of WBD (or WBD's licensors' and/or their group companies, or others'). You therefore have no intellectual property rights in, or to, any part of the Platform, other than the right to use it in accordance with these Terms of Use.
- 8.2 You may not remove, alter or in any way tamper with any copyright notices or other proprietary markings included in the Platform or any Content.
- 8.3 Any copying, access, transfer, public performance or communication to the public or other use of any part of the Service (including any Content) other than as expressly authorised by these Terms of Use shall constitute an infringement of our (or the owner's) intellectual property rights and a breach of these Terms of Use.
- 8.4 In the event of a material and/or repeated infringement, we, or one of our affiliated companies, may (without notice or prior intervention of a court or arbitral body): (i) terminate the agreement with immediate effect; (ii) and/or block your access to the Platform; (iii) and/or terminate any TNT Sports Account you may have and pursue any rights or remedies available to us.

- 8.5 You may view and use the Platform (and Content on the Platform) for your own personal, and non-commercial use only.
- 8.6 We accept redirect links to the Platform, but reserve the right to require their deletion if necessary.
- 8.7 You may not frame any of the content of the Platform, or incorporate into another website, application, online service or audiovisual service any of the Content featured within the Platform, whether owned by WBD or its partners or others.
- 8.8 You may privately share certain content by using the share features available via the Platform (if applicable).
- 8.9 No other use is permitted without our express prior written consent.

9. **Cancellation and your use of the Platform**

- 9.1 You can stop using the Platform and/or cancel your TNT Sports Account at any time.
- 9.2 You confirm that:
- (a) you will at all times comply with these Terms of Use; and
 - (b) you will not use the Platform for any unlawful purpose or in a way which infringes the rights of anyone else, including any intellectual property rights.
- 9.3 You are permitted to use and view the Platform for your personal and non-commercial use only. While you are using the Platform, we grant you a limited, non-exclusive, non-transferable, licence to access the Content, temporarily store and view the Content. The Content you can access on the Platform will vary depending on whether or not you have a TNT Sports Account. Except for the limited licence granted to you in these Terms of Use, no right, title or interest in the Platform shall be transferred to you.
- 9.4 You must not, and must not allow third parties to:
- (a) transmit, broadcast, display, perform, publish, license, offer for sale, make and/or distribute copies of any part of the Platform for the benefit of any third party, or exhibit any of the Platform in any public place;
 - (b) frame any item of Content or the Platform, or incorporate any part of the Platform into another website, application, online service or audiovisual service;
 - (c) access or view any part of the Platform using a virtual proxy network;
 - (d) use your username and password to access your TNT Sports Account without authorisation;
 - (e) attempt to alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the Platform, unless you have a legal right to do so;
 - (f) remove, deactivate, degrade or thwart any of the content protections in the Platform or the Content; or
 - (g) collect or harvest any personal data of any user of the Platform (including any account name) or use any robot, bot, scraper, site search/retrieval application, proxy or other manual or automatic device, method, system or process to access, retrieve, index, "data mine", or in any way reproduce or circumvent the navigational structure or presentation of the Platform or the Content.

10. **Ending your right to use the Platform**

- 10.1 We can end our agreement with you (and consequently end your right to use the Platform) at any time.

- 10.2 We may also immediately end or suspend your right to use all or any part of the Platform if you have seriously breached these Terms of Use or if you are using any part of the Platform fraudulently, illegally or in any manner other than for its intended purpose. We will tell you if we decide to end or suspend your right to use the Platform. If what you have done can be put right we will give you a reasonable opportunity to do so.
- 10.3 If we end your rights to use the Platform or your TNT Sports Account you must stop all activities authorised by these Terms of Use, including your use of the Platform.
- 10.4 We may decide to discontinue any part of the Platform or (if applicable) any TNT Sports Account at any time.

11. **Our liability to you**

- 11.1 You have certain legal rights under the laws of your territory. Nothing in these Terms of Use is intended to affect these legal rights and we do not exclude our liability where we are not permitted to do so under the laws of your territory. For more information about your legal rights, contact your local consumer organisation.
- 11.2 We accept liability for death or personal injury caused by our negligence or that of our employees and agents. We are also liable for fraudulent misrepresentation, wilful or intentional misconduct or gross negligence by us or our employees or agents.
- 11.3 If we breach these Terms of Use we will only be liable for losses which are foreseeable. Losses are foreseeable where they are obvious, or both you and WBD knew they might happen at the time of you agreeing to these Terms of Use.
- 11.4 We are not responsible for:
- (a) any use by you of the Platform or Content which isn't authorised by us under these Terms of Use, including loss of profits if you attempt to use or display the Platform for any commercial purpose;
 - (b) any loss or damage suffered by you arising from your reliance on or use of the Platform or Content;
 - (c) any malfunction or interruption to the Platform or Content due to circumstances outside of our control that prevent us from fulfilling our obligations to you, and that can be considered as a "force majeure event" pursuant to local law (where applicable). This could be due to things such as lightning, flood, severe weather, fire, explosion, terrorist activities, epidemic or pandemic, riots, war, anything done by a government or other public authority, or strikes or other industrial action, where such events are outside of our control;
 - (d) any lack of functionality or failure to provide any part of the Platform or the Content, or any loss of content or data that is due to:
 - (i) your equipment, devices, operating system or internet connection (including malware, viruses or bugs originating from third parties or on any of your devices);
 - (ii) your failure to download any update or the most recent published version of the Platform, or to meet the compatibility requirements; or
 - (iii) the consequences of you changing your equipment, device, operating system or internet connection;
 - (e) incompatibility of any part of the Platform or Content with any other software or hardware (including any of your devices) as explained in our Help Centre; and
 - (f) actions of any third party not under our reasonable control, which may include device manufacturers or providers of a device operating system.

11.5 Apart from liability arising in the circumstances described in sections 11.1 and 11.2 (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 Platform or the Content exceed £50.00.

11.6 We can't guarantee that the Platform or the Content will be entirely 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.

12. **No reliance on information**

12.1 The Content and Platform is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

12.2 Although we make reasonable efforts to update the information on our Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up-to-date.

13. **Advertising and third party websites**

13.1 The Platform and Content will contain advertisements and other promotional content. The nature, placement and quantity of advertising and promotional content may vary from time to time. To the extent provided by law, we are not liable to you for any reliance placed by you on the completeness, accuracy or existence of any advertising on the Platform and Content, where such advertising is not under our control.

13.2 The Platform may include hyperlinks to other websites that are not owned or controlled by us.

(a) We have no control over, and assume no responsibility for, the availability, content, privacy policies, or practices of any third party websites.

(b) You acknowledge and agree that we will not be liable for any loss or damage which may be incurred by you as a result of the availability of those external third party sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

13.3 We encourage you to be aware when you leave the Platform and to read the terms and conditions and privacy policy of each other website that you visit.

14. **Reporting Content**

If you see any Content on the Platform you want to flag or report to us because, for example, you believe it infringes another person's intellectual property rights, please let us know using the instructions in our Help Centre.

15. **Changes to these Terms of Use**

15.1 We have the right to change these Terms of Use at any time for the following reasons:

(a) to improve the Terms of Use, to make our Terms of Use clearer or easier to understand or to have all our customers on the same Terms of Use;

(b) to comply with legal or regulatory requirements, such as mandatory laws that apply to us and our agreement with you, or where we are subject to a court order or judgement;

(c) to provide you with additional information about the Platform;

(d) where we make changes to the Platform in order to improve it, including where we expand the scope of the Platform by adding new features, functionality or Content;

(e) where we update the details or structure of products we offer on the Platform;

(f) we intend to change the way we structure our Platform or we reorganise the way we structure or run our business; or

- (g) for security reasons, including where we introduce additional security checks or software to protect our Content or the Platform.

In addition, we provide the Platform on an ongoing basis and we cannot foresee what may change in the future. This means we may make changes or additions to these Terms of Use for reasons other than those set out above. Please check back from time to time to see if any changes have been made to these Terms of Use. If you do not agree to the modified Terms of Use you must stop using the Platform. Your continued use of the Platform will be deemed to constitute your acceptance to any such changes to these Terms of Use.

- 15.2 The most up to date version of the Terms of Use will always be available on the Website and App from their effective date.

16. **Transfer of rights**

The agreement between WBD and you is personal to you and no third party is entitled to benefit from the rights granted to you under it. We can transfer our rights and obligations under these Terms of Use to any other companies in the same group as WBD or to any other company or firm or person provided that your rights under these Terms of Use 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.

17. **Severance**

If any paragraph or section of these Terms of Use is held to be unlawful, invalid or unenforceable by a court or legal authority, that paragraph or section shall be treated as removed. The validity and enforceability of the remaining parts of these Terms of Use shall continue and will not be affected.

18. **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.

19. **Governing law**

- 19.1 These Terms of Use shall be governed by and construed in accordance with the laws of England and Wales. However, if you are not resident in England or Wales, 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.

- 19.2 You and we both agree that the courts of England and Wales will have exclusive jurisdiction, except if you do not live in England or Wales you can bring a claim in the courts of your territory of residence.

20. **Complaints**

- 20.1 If you have any complaints please try to speak to us first by contacting us using the details below.

21. **Contacting us**

You can contact us at support@discoveryplus.co.uk or using the details in our [Help Centre](#).