Sky Arts Website terms and conditions

These Terms and Conditions shall apply to Your use of the Sky Arts Site.

Important Information

By using the Sky Arts Site You agree to be bound by the terms and conditions set out below and any other terms and conditions referenced within these terms and conditions. If You do not wish to be bound by these terms and conditions, You should not use the Sky Arts Site.

We may change any of the terms and conditions that apply to your use of the Sky Arts Site from time to time, so you should check these regularly. Your use of the Sky Arts Site will be deemed an acceptance of those terms existing at that time.

In the case of any conflict between these and any other terms and conditions referenced within these terms and conditions, these terms and conditions shall prevail.

Definitions

"You" means you, the user of the Sky Arts Site and "Your" shall be interpreted accordingly.

"We/Us" means Sky UK Limited of Grant Way, Isleworth, Middlesex TW7 5QD and **"Our"** shall be interpreted accordingly.

"Sky Arts Site" is the website located at **https://accessallarts.skyarts.uk/** and is a channel of Sky's main UK website located at sky.com. The use of the Sky Arts Site is also subject to the sky.com website terms and conditions, which can be viewed at https://www.sky.com/help/articles/skycom-terms-and-conditions.

We encourage You to read both these and any other terms and conditions We reference before using the Sky Arts Site.

Sky Arts Website terms and conditions

- 1. You agree to only use the Sky Arts Site for lawful purposes, and in a manner which does not infringe the rights, or restrict, or inhibit the use and enjoyment of the Sky Arts Site by any third party.
- 2. The Sky Arts Site and the information, names, images, pictures, logos regarding or relating to Us, are provided "as is" without any representation or endorsement made and without warranty of any kind whether express or implied. In no event will We be liable for any damages including, without limitation, indirect or consequential damages, or any damages whatsoever arising from the use or in connection with such use or loss of use of the Sky Arts Site, whether in contract or in negligence.
- 3. We do not warrant that the functions contained in the material contained in this site will be uninterrupted or error free, that defects will be corrected, or that the Sky Arts Site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and reliability of the materials.

- 4. Copyright restrictions:
 - (a) Commercial use or publication of all or any item displayed is strictly prohibited without prior authorisation from Us. Nothing contained herein shall be construed as conferring any licence by Us to use any item displayed.
 - (b) Website content may be reproduced for the non-commercial purposes of research, private study, criticism and review, or for limited circulation within an educational establishment (such as a school, college or university).
 - (c) Documents may be copied for personal use only on the condition that copyright and source indications are also copied, no modifications are made, and the document is copied entirely. However, some documents and photos have been published on this site with the permission of the relevant copyright owners (who are not Us). All rights are reserved on these documents and permission to copy them must be requested from the copyright owners (the sources are indicated within these documents/photographs).
- 5. How We will use your data:

Any data we collect will be used for the purpose of administering your use of the Sky Arts Site and for contacting you to notify you of any activities related to the Sky Arts Site. By registering you agree that we may pass your details on to any third parties we use to manage the Sky Arts Site on our behalf and to deliver to you, other information about the Sky Arts Site.

Unless otherwise stated, your personal and other data will be used in accordance with the Sky Privacy and Cookies Notice available at <u>www.sky.com/privacynotice</u>.

- 6. We take no responsibility for the content of external Internet Sites.
- 7. Any communication or material that you transmit to, or post on, any public area of the Sky Arts Site including any data, questions, comments, suggestions, or the like, is, and will be treated as, non-confidential and non-proprietary information.
- 8. These terms and conditions shall be governed and construed in accordance with the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Terms and Conditions correct as of 20/09/2022