

RED TV TERMS AND CONDITIONS

1. These Terms and Conditions shall apply to your use of Red TV (Aberdeen Football Club's content subscription service). By purchasing a subscription to and/or accessing Red TV, you agree to be bound by these terms and conditions which shall form a legal agreement between Aberdeen Football Club Limited and you.
2. These Terms and Conditions apply in addition to any Website/Host Terms and Condition of Use, each of which may apply depending on how Red TV is accessed.
3. Where these Terms and Conditions are inconsistent with any Website/Host Terms and Conditions, these terms and conditions shall prevail.
4. We may add to or change these Terms and Conditions from time to time. New terms are effective immediately and your continued use of Red TV shall constitute ongoing acceptance of these terms and conditions, as updated from time-to-time.
5. Content on Red TV may be subject to territorial and/or time period restrictions. Your access to Red TV and its content may be dependent on your location.
6. Each subscription to Red TV is for the period of time notified to you or selected by you when you register for a subscription (the "Subscription Period").
7. In order to register and access Red TV content, you may be asked to provide us with certain personal information. Our Privacy Policy explains how such information may be collected and used. Our Privacy Policy can be found at afc.co.uk/privacy.
8. You confirm that all information which you provide in connection with your account or registration is at all times true, accurate, current and complete. We reserve the right to suspend or terminate your use of Red TV and its content, if we reasonably consider that any information provided by you is untrue, inaccurate, out-of-date or incomplete.

9. You may also be asked to select a username and password for identification purposes. You must not use any username that violates any provision of our Website Terms and Conditions of Use.
10. You must be 16 years of age to subscribe to Red TV.
11. There is a subscription fee payable for the Subscription Period for which you sign up, unless we tell you otherwise, and for each Subscription Period after that until you cancel. The subscription fee for each Subscription Period shall be notified to you when you sign up.
12. Your subscription shall automatically renew for consecutive Subscription Periods, provided that you have paid the subscription fee in advance and you are otherwise acting in accordance with these Terms and Conditions.
13. We may increase the subscription fee at any time but will aim to give you at least one month's notice before doing so. Any increase in the subscription fee will not apply to your current Subscription Period.
14. Our prices are inclusive of VAT and any other applicable sales tax.
15. If for any reason you change your mind and wish to cancel your subscription to Red TV before you access any Red TV content, you will receive a full refund provided you cancel within fourteen days of your subscription date. You can cancel your subscription via the 'My Account' section of the Red TV website.
16. If you cancel and you have already accessed Red TV content, you will not be entitled to a refund.
17. You can cancel your subscription to Red TV at any time before your next Subscription Period is due to start via the 'My Account' section of the Red TV website. If you do cancel, you will still have access to Red TV content for the

remainder of your current Subscription Period, but the agreement will not automatically renew for the following Subscription Period.

18. We may use a third-party payment provider to collect subscription fees on our behalf. If we do, we will let you know who they are and they will ask you for the information they need to collect and process that subscription fee from you as part of the sign-up process.
19. Your payment card will be debited on the day you sign up unless we tell you otherwise. The subscription fee will usually be processed on the same date each month but this may vary from time to time.
20. If your initial payment fails, you will not be given access to Red TV. If the initial payment is processed, but any point your recurring payment fails, we or our third-party provider will try to take payment from you again but if the fee remains outstanding, we reserve the right to suspend your access to Red TV.
21. If you are experiencing any technical difficulties with Red TV, please access the FAQs page on the Red TV website which shall provide technical solutions to commonly encountered problems as well as further information if your technical difficulty cannot be resolved by the FAQs page.
22. You acknowledge that Red TV and its content is owned by and all rights in and to Red TV, and its content, vest in Aberdeen Football Club Limited. You acknowledge that your rights to such content shall be limited to accessing such content, on a streaming only basis for personal, non-commercial, use and in accordance with these terms and conditions. The following is a non-exhaustive list of conduct that is prohibited:
 - a. Showing any Red TV content in public, regardless of whether you charge an audience to watch it;
 - b. Accessing Red TV and/or its content for any unlawful or improper purpose;

- c. Altering, disassembling, decompiling or reverse engineering any part of Red TV; and
- d. Copying, renting, reproducing, broadcasting or otherwise transmitting or making available to the public Red TV and/or its content (or any part of it). For the avoidance of doubt, this includes but is not limited to sharing footage of Red TV content on social media platforms and/or video blogs.

23. When accessing and using Red TV and/or its content you shall comply with all applicable laws and regulations in the country from which you access the content.

24. We reserve the right to change: (i) the presentation, features, functionality and/or content of Red TV; and (ii) any third party that we engage to provide any aspect of Red TV to you, provided that such change of third party shall not adversely impact you and/or the continued provision of Red TV to you. In order to keep Red TV up-to-date, we may offer automatic or manual updates at any time and without notice to you. If we elect to provide maintenance or support of any kind, we may terminate that maintenance or support at any time without notice to you.

You are responsible for ensuring that you have and maintain all the hardware and software necessary to access Red TV. You will need access to the internet via a broadband connection or a 4G/5G mobile network to stream Red TV content. We recommend at least 5Mbps download speed to stream Red TV content via broadband.

We remind you that your streaming rates depend on the network load in the home and the number of users using the broadband connection at the same time.

For streaming Red TV content via a mobile network, the following table provides the minimum connection speed required, which may increase depending on what Red TV content you are accessing and what device you are using:

1080p	2500kbps
720p	1800kbps
720p	1000kbps
540p	500kbps
360p	200kbps

25. You will be responsible for the payment of all charges from your broadband and/or mobile network provider.

26. You acknowledge that the display of Red TV content may vary between devices. Also, the streaming software used to deliver Red TV content may require third party software and that may be subject to third party licenses.

27. You acknowledge that the use of virtual private networks (VPN) to change your IP location with the aim of viewing Red TV content is strictly prohibited and considered a breach of these terms and conditions. The Club, and its third-party providers, have systems in place to detect and monitor such activity and any person found using these services in the UK shall have their account blocked immediately. For the avoidance of doubt, there shall be no refund for any customer who is found to have used a VPN.

28. We continually review the technology used to deliver Red TV content and this may mean that we stop supporting certain devices and/or operating systems. It is your responsibility to ensure that you have a compatible browser and/or device required to access Red TV.

29. Similarly, device manufacturers make updates to their devices which may not always be compatible with Red TV. This is something that Aberdeen Football Club has no control over.

30. Red TV shall only be used by one individual per username.

31. You are responsible for keeping your subscription password secure and confidential. You may reset your password at any time by clicking on the 'forgot password' link via the login section of Red TV. Should you become aware that another person knows your password (or any other security breach) you should notify us and change your password immediately.

32. Aberdeen Football Club shall not be liable for any loss or damage whatsoever resulting from the disclosure of your password contrary to these terms and conditions.

33. In addition to any rights we may have to suspend your access to Red TV in these terms and conditions, we shall be entitled to terminate your access to Red TV immediately at any time, on notice and without refunding your current subscription, in the event that:

- a. You are in breach of these terms and conditions or the website terms and conditions of use (although where the breach is capable of remedy (other than late payment) we will first give you the opportunity to remedy the breach, usually within seven days);
- b. We reasonably believe you have committed fraudulent activity against us or any third party through your use of Red TV and/or its content; and
- c. The subscription fee (or part of it) remains outstanding for more than seven days from the due date (other than because of a fault of ours or any third-party payment provider).

34. We shall also be entitled to terminate your access to Red TV immediately at any time, giving you as much notice as possible:

- a. Should we be forced to for technical or operational reasons beyond our control; or
- b. If we decide, at our discretion, to stop providing Red TV in your country of residence.

Should we terminate your agreement with us in these circumstances after you have paid a subscription fee to access Red TV, we shall refund that proportion of any subscription fee relating to any time during the Subscription Period that you have paid for but during which you have not received access to Red TV.

35. You agree to indemnify us and our affiliates and our respective directors, officers, employees and agents, as well as our partners, licensors and suppliers from and against any and all claims, actions, or proceedings as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of:
 - a. Any misrepresentation, act or omission made by you in connection with your use of Red TV;
 - b. Any non-compliance by you with these terms and conditions; or
 - c. Claims brought by third parties arising from or related to your access or use of Red TV and/or its content.
36. To the maximum extent permitted by applicable law, you expressly agree that your use of Red TV is at your own risk. Red TV and its content is provided on an "as is" and "as available" basis for your use, and to the extent permitted by applicable law, we hereby expressly disclaim any and all warranties, express and implied, including but not limited to any warranties of accuracy, reliability, title, merchantability, non-infringement, fitness for a particular purpose or any other warranty, condition, guarantee or representation, whether oral, in writing or in electronic form, including but not limited to the accuracy or completeness of any information contained therein or provided by Red TV.
37. To the maximum extent permitted by applicable law, we do not represent or warrant that access to Red TV will be uninterrupted or that there will be no failures, errors or omissions or loss of transmitted information, or that no viruses will be transmitted via Red TV. We do not guarantee that you will be able to access or use Red TV at times or locations of your choosing, or that we will have adequate capacity for Red TV as a whole or in any specific geographic area.

38. To the maximum extent permitted by applicable law, we exclude all liability for an amount or kind of loss or damage and any direct, indirect, special, consequential or punitive damages or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption arising from your use of Red TV and/or its content and/or for any other claim related in any way to your use of Red TV and/or its content, including for viruses alleged to have been obtained from Red TV or its content, your use of or reliance on Red TV or any of the information or materials available on Red TV, and whether in delict (include without limitation negligence), contract or otherwise, regardless of the type of claim or the nature of the cause of action, even if advised of the possibility of such damages.

39. To the extent that there is any liability on Aberdeen Football Club, (except as permitted by applicable law), this shall be limited in aggregate to the amount paid by you to us for your subscription to Red TV and/or for your access to Red TV content that directly gave rise to the relevant claim. If you have not paid any amounts to us in connection with Red TV and/or its content, you acknowledge that your sole and exclusive remedy in respect of such claim is to cease using Red TV and/or accessing its content.

40. Nothing in these terms and conditions shall limit our liability:

- a. for death or personal injury caused by our negligence;
- b. under section 2(3) of the Consumer Protection Act 1987;
- c. for fraud or fraudulent misrepresentation; or
- d. for any matter for which it would be illegal for us to exclude, or attempt to exclude.

41. Red TV may include links to websites and resources operated third parties including advertisers and other content providers. We have no control over the contents of those websites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. Those sites and resources may collect data or solicit personal information from you. We are not

responsible for their content, privacy policies, or the collection, use or disclosure of any information that those websites or resources may collect. Linking to any other service, website or resource from Red TV is at your own risk.

42. If our performance of these terms and conditions is prevented or delayed in a material way by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of occurrence. Provided we do this we will not be liable for prevention or delays caused by the event but, if there is a risk of substantial prevention or delay and you have purchased a subscription which you have not received, you may contact us to end the contract for such subscription and receive a pro-rata refund.
43. Some of the provisions contained in these terms and conditions may be varied or we may post, from time to time, additional terms and conditions that apply to specific parts of Red TV, which may supersede these terms and conditions. Such additional terms and conditions shall be notified to you either by way of an update to these terms and conditions or in the relevant parts of Red TV. Your use of those parts of Red TV constitutes your agreement to those additional terms and conditions.
44. If any part of these terms and conditions are found to be unlawful or unenforceable, they will be deemed to be deleted. Nothing shall affect the validity of the rest of these terms and conditions.
45. These terms and conditions do not give rise to any rights under the Contracts (Third Party Rights) (Scotland) Act 2017 to enforce any term of this Agreement.
46. These terms and conditions are personal to you and shall not be transferred to any third party (natural or otherwise). Aberdeen Football Club may transfer our rights and obligations under these terms and conditions to any third party (natural or legal person).
47. These terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or

formation shall be governed by and construed in accordance with the law of Scotland. You irrevocably agree that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.