

## **ADDITIONAL TERMS OF USE FOR BBC iPLAYER AND BBC iPLAYER DOWNLOAD APPLICATIONS**

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### **1. WHAT IS BBC iPLAYER AND BBC iPLAYER DOWNLOAD APPLICATIONS?**

- 1.1. **"BBC iPlayer"** is a BBC Online Service made available by the BBC to enable you to access, view and/or listen to BBC Content or, if your device permits, download BBC Content either using the BBC iPlayer Download Application or directly from <http://www.bbc.co.uk/iplayer/>.
- 1.2. **"BBC iPlayer Download Application"** is a BBC Online Service consisting of a BBC-authorized application (for instance, BBC iPlayer Desktop) which you may be able to install on your device to enable you to download BBC Content available on BBC iPlayer.

### **2. HOW CAN I USE BBC iPLAYER AND BBC iPLAYER DOWNLOAD APPLICATIONS?**

- 2.1. You can use BBC iPlayer and the BBC iPlayer Download Application for personal use provided you comply with the Terms of Use for personal use and these Additional Terms.
- 2.2. You may install and use a BBC iPlayer Download Application and any subsequent updates to access, download, view and/or listen to BBC Content as made available by the BBC on BBC iPlayer on a compatible device.
- 2.3. You may use BBC iPlayer to access, download, view and/or listen to BBC Content as made available by the BBC on BBC iPlayer on a compatible device.
- 2.4. If you download BBC Content available on BBC iPlayer, it will be automatically deleted from your device once the period of time, during which that particular BBC Content is available to you, has expired.
- 2.5. Your installation and/or use of a BBC iPlayer Download Application may also be subject to the terms and conditions of any persons owning rights in the software that operates a BBC iPlayer Download Application (if any).
- 2.6. Due to agreements which the BBC has with owners of rights in parts of BBC Content (please see clause 2.2 of the Terms of Use for personal use), not all BBC Content available on BBC iPlayer will be available for you to access, view and/or listen to immediately or to download.
- 2.7. BBC Content as made available by the BBC on BBC iPlayer or through the BBC iPlayer Download Application must always be displayed using BBC iPlayer or the BBC iPlayer Download Application respectively.
- 2.8. You may not directly or indirectly change, edit, add to or produce summaries of any BBC Content or other content available on BBC iPlayer or through the BBC iPlayer Download Application.
- 2.9. You do not have the right to use any BBC Content or BBC mark/logo on your device or elsewhere except as provided on BBC iPlayer or through the BBC iPlayer Download Application.
- 2.10. For the avoidance of doubt, Business Users cannot use BBC iPlayer or the BBC iPlayer Download Application under the Business Terms of Use or these Additional Terms unless permitted to do so under a valid television licence. For more information, you can contact TV Licensing by calling 0870 241 5590 or by visiting [www.tvlicensing.co.uk](http://www.tvlicensing.co.uk).
- 2.11. For more information or if you have any questions, please see our Frequently Asked Questions.

### **3. AUTOMATIC DOWNLOAD OF YOUR FAVOURITE BBC CONTENT USING A BBC iPLAYER DOWNLOAD APPLICATION**

- 3.1. BBC iPlayer may give you the option to use a BBC iPlayer Download Application to automatically download certain BBC Content to your device as soon as that Content becomes available. BBC iPlayer provides a feature known as "Download Future Episodes" which (in conjunction with certain BBC iPlayer Download Applications, such as BBC iPlayer Desktop) enables you to schedule automatic downloads of the latest and future episodes of certain programme series.
- 3.2. The BBC may measure use of BBC iPlayer Download Applications, such as BBC iPlayer Desktop, to enhance the service for traffic and bandwidth optimisation purposes.
- 3.3. The BBC reserves the right to suspend automatic download features made available in BBC iPlayer Download Applications.

#### **4. PERSONALISED RECOMMENDATIONS ON BBC IPLAYER AND BBC IPLAYER DOWNLOAD APPLICATIONS**

- 4.1. BBC iPlayer or a BBC iPlayer Download Application may provide you with personalised recommendations for certain BBC Content based on the BBC Content that you have watched or listened to in the past.
- 4.2. Your personalised recommendations will be saved on your BBC iD if you are signed in (please see clause 6.2 of the Terms of Use for personal use for more information about BBC iD). If you are not signed in, the BBC will use cookies (if they are enabled on your device) to keep your personalised recommendations although these will be deleted if you delete cookies from your device.
- 4.3. Your personalised recommendations cannot be transferred from one device to another (e.g. from your laptop to your mobile phone).

#### **5. INSTALLING UPDATE(S) TO BBC IPLAYER DOWNLOAD APPLICATIONS**

- 5.1. You are solely responsible for installing update(s) to a BBC iPlayer Download Application.
- 5.2. You acknowledge that you may not be able to access or use a BBC iPlayer Download Application unless you install relevant update(s).
- 5.3. After you install update(s), you may no longer be able to access BBC Content previously downloaded and the BBC will have no liability to you if this occurs.