

Supplemental Terms and Conditions for Cork & Limerick “Free for First 6 Months of 18 Month Contract”

These terms and conditions are supplemental to UPC's General Terms and Conditions (see www.upc.ie). Definitions contained in the General Terms and Conditions and which are used in this document (the 'Supplemental Terms and Conditions') have the same meaning unless the context particularly and expressly requires otherwise. In all other regards words shall have their ordinary meaning.

1. Definitions –

'Agreement' means the entire contract between you and Us comprising the order form, General Terms and Conditions and Supplemental Terms and Conditions. Your order may also be placed by telephone, online or through our retail partners and we do not require further confirmation in writing from you.

'Equipment' means all equipment and replacements thereof supplied by us or on our behalf to you in connection with provision of any of the Services provided to you under the Agreement including (without limitation) any cable modem, cable or software.

'Promotion' means 6 months free Service (as defined in the UPC General Terms and Conditions) and free connection when you order online and instore promoted to residents of Cork and Limerick for a limited period subject to a 18 month contract.

'Order' means an order made by you for UPC Services.

Promotion.

The Promotion is only be available from the 2nd May 2014 and ends 31st August 2014. The Promotion is only available for new UPC customers living in counties Cork and Limerick that are capable of receiving UPC TV, Broadband and Home Phone services. The Promotion is subject to availability. UPC reserves the right to terminate this Promotion, amend these terms & conditions, or disqualify any customer as per the General Terms and Conditions.

The Promotion does not include transactional, On Demand or PPV events, premium channels such as Setanta, Sky Sports, Multi-room Viewing or calls made outside your call pack.

Participation in the Promotion denotes acceptance of these Terms and Conditions and any additional Promotion specific terms and conditions which may be advertised.

A charge of €0 shall apply for the Services for the first 6 months of service under the Promotion (excluding usage charges, transactional On Demand or PPV events, premium channels such as Setanta, Sky Sports, Multi-room Viewing or calls made outside your call pack). Charges for Services as per Price List are deferred and shall automatically apply at the end of the six month promotion period and each month thereafter (or as per payment terms agreed) for the remaining Term of the contract and unless terminated.

Please note the minimum period (the “Minimum Period”) of the Services under this Promotion, is **eighteen (18) months**.

Acceptance of Orders

The information displayed online or provided by UPC sales representatives, including prices, does not constitute an offer but rather an invitation to treat.

All Orders for Services by you shall be deemed to be an offer and are subject to acceptance by UPC and your order shall be deemed accepted upon activation of the Services or delivery of the relevant order of Equipment to you for Self-Install.

Use of the Services by you shall also be unequivocal confirmation of acceptance by you of these Supplemental Terms and Conditions and the General Terms and Conditions.

To avail of the Promotion please contact us via upc.ie/Cork or upc.ie/Limerick or in store at one of our retail partners in Cork or Limerick.

Cancellation of Order

Please note should you cancel the Services during the 6 month promotion period or at any stage during the Minimum Period (18 months) you shall be subject to a cancellation charge as set out in our General Terms and Conditions.

We refer you to the General Terms and Conditions for information on other cancellation rights that you may have.

Warranties

You undertake and warrant that all information provided to UPC for the purpose of making an Order is true and accurate. In particular you undertake and warrant that you are resident in Cork & Limerick, are over 18 years of age and legally entitled to enter into and sign a contract. You warrant that the bank information provided (including but not limited to credit card and bank account numbers) are correct and that you are fully entitled to use the banking information and there is sufficient funds to cover any order.

Self-Install or Self-Installation

In the event that the Order includes Self-Installation then UPC's "Self-Install Terms and Conditions" shall apply (see www.upc.ie).

Termination

Please see clause 11 of the General Terms and Conditions. (see www.upc.ie).

Severability

If any provision or part of a provision of this Agreement is held invalid, illegal or unenforceable for any reason, it shall be severed and the rest of the provisions in this Agreement shall continue as if the Agreement had commenced without that provision or part of that provision.

Governing Law

This Agreement is subject to the laws of the Republic of Ireland.