



## **Terms and Conditions Governing the MultiChoice Africa Holdings B.V. Step Up Promotion.**

### **1. Preamble**

- 1.1. These Terms and Conditions (“*the Terms and Conditions*”) shall apply to the DStv Step Up Promotion (“*the Promotion*”) and a person participating in the Promotion is deemed to have read, understood and accepted these Terms and Conditions.
- 1.2. The Promotion invites eligible DStv subscribers to automatically upgrade their bouquets upon payment as explained in clause 4.
- 1.3. A person participating in the Promotion is deemed to have read, understood and accepted these Terms and Conditions for the Promotion. The Terms and Conditions may change from time to time.

### **2. Promotion Period**

The Promotion will run from 0000 hours on **15<sup>th</sup> January 2020** to 2359 hours on **13<sup>th</sup> April 2020** (“*Promotion Period*”).

### **3. Eligibility**

- 3.1. To participate in the Promotion, a person must be an existing DStv Subscriber on any of the following bouquets: Access or Family or Compact as at the Promotion start date (**15<sup>th</sup> January 2020**).
- 3.2. The Promotion is not open to -
  - 3.2.1 existing DStv Subscribers on Premium bouquet as at the Promotion start date;
  - 3.2.2 existing DStv Subscribers who prior to the Promotion Period made annual subscription payment or pre-payment for any given period;
  - 3.2.3 directors, members, partners, agents, employees or consultants of the MultiChoice Group of companies or any supplier of goods or services in connection with the promotion; and
  - 3.2.4 the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 3.2.3.2.3 above.

### **4. How to Participate**

- 4.1. Eligible DStv subscribers who during the Promotion Period pay subscription fees for their current bouquet will automatically be upgraded to the immediate higher bouquet within forty-eight (48) hours of payment. For example, an eligible DStv Subscriber who is currently on the Access bouquet and who pays for the Access bouquet during the Promotion Period will be upgraded to the Family bouquet and will continue to enjoy the Family bouquet for

that month during the Promotion Period. The upgrades to the next immediate bouquet will not continue after the Promotion Period.

- 4.2. Further, in the second month of the Promotion Period, eligible DStv Subscribers who received an upgrade in 4.1 above (except for those who already received an upgrade up to the Premium bouquet), will receive yet another upgrade to the immediate next higher bouquet within forty-eight (48) hours of payment if they pay for their upgraded bouquet in the second month when it falls due for renewal. For example, the subscriber in 4.1 above who was upgraded to the Family bouquet in the first month of the Promotion Period and who pays for the Family bouquet in the second month of the Promotion Period will receive an automatic upgrade to the Compact bouquet and will continue to enjoy the Compact bouquet for that month. The upgrades under this clause 4.2 will not continue after the Promotion Period.
- 4.3. Subscribers are required to pay the fee equal to the last upgraded bouquet to continue qualifying for the Promotion.
- 4.4. In the event that the automatic upgrade does not occur, we will effect the upgrade within the shortest possible time following the notification by the Subscriber.
- 4.5. Subscription is not transferable and may not be deferred, changed or exchanged for cash or any other item.
- 4.6. Annual Subscribers who qualify for the Promotion will upon the upgrade forfeit the one-month free subscription that we usually extend for annual subscription. Importantly the upgrade will only be valid for the Promotion Period after which the Annual Subscriber will be downgraded to his/her original bouquet as selected upon making payment for the annual subscription.
- 4.7. Any Subscriber who downgrades his/her/its bouquet at the start of the Promotion will not be eligible to receive any upgrade during the Promotion Period.
- 4.8. Additional features such as Xtra View and HD PVR access are not included in the Promotion. If needed, Subscribers will have to make separate payments for these add-ons at the published rates.
- 4.9. It is the Subscriber's responsibility to ensure that the Subscriber's payment is received by MultiChoice within the Promotion Period.
- 4.10. To continue enjoying the service after the Promotion Period, the Subscriber will need to pay subscription fees as and when it falls due for the last upgraded bouquet or any other bouquet at the rates published by MultiChoice.

## **5. Other Terms and Conditions of participation**

- 5.1. MultiChoice reserves the right to amend, vary, postpone, suspend, temporarily withdraw or cancel the Promotion at any time. In any of these events, notice will be given via media advertisements or in any other such manner as MultiChoice may at its discretion choose

and such notice will be effective immediately or as at the date referred to in such notification.

- 5.2. In the event of such amendment, variation, postponement, withdrawal, suspension or cancellation, the subscriber agrees to waive any rights, interests and expectations that the subscriber may have in terms of this Promotion and acknowledges that the subscriber will have no recourse against MultiChoice or its affiliates in any way or at all.
  - 5.3. The failure by MultiChoice to enforce any of the rights or provisions of the Terms and Conditions will not be deemed to be a waiver of such right or provision.
  - 5.4. Without limitation, we and our affiliates are not responsible for any issues encountered with third party merchants.
  - 5.5. MultiChoice and its affiliates are not responsible for any costs that you may incur to participate in this Promotion.
  - 5.6. We do not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, make no representations and give no warranty that the bouquet, or any aspect thereof, will meet your, or, if applicable, your requirements, preferences, standards or expectations.
  - 5.7. The rule of construction that the Terms and Conditions will be interpreted against the party responsible for the drafting or preparation of the Terms and Conditions will not apply.
  - 5.8. MultiChoice may cede any or all of its rights and/or assign any or all of its obligations under the Terms and Conditions to any person.
  - 5.9. These Promotion Terms & Conditions are supplemental and **subject to MultiChoice Africa Holding's Terms and Conditions Governing Subscription to the DStv Service, the Standard Terms and Conditions for MultiChoice Competitions in Africa** and any other terms and conditions that the Subscriber and MultiChoice may have agreed to from time to time. All these Terms and Conditions can be accessed at <http://multichoiceafrica.com>.
  - 5.10. MultiChoice reserves the right to suspend or stop any Subscriber involved in fraud or manipulation of the process from participating in the Promotion.
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