



Terms and Conditions Governing the Step Up Promotion in Namibia

1. Preamble

- 1.1. These Terms and Conditions ("*the Terms and Conditions*") shall apply to the DStv Step Up Promotion in Namibia ("*the Promotion*") and a person participating in the Promotion is deemed to have read, understood and accepted these Terms and Conditions.
- 1.2. During the Promotion, eligible DStv subscribers shall be upgraded to the next higher bouquet upon payment as explained in clause 4.
- 1.3. The Terms and Conditions may change from time to time.

2. Promotion Period

- 2.1. The Promotion will run from 00:00 hours on **15th January 2020** to 23:59 hours on **30th April 2020** ("*Promotion Period*").

3. Eligibility

- 3.1. To participate in the Promotion, a person must;
 - 3.1.1. connect to either the Access, or Family or Compact, or Compact Plus bouquets for 30 days/ month; and
 - 3.1.2. pay the full subscription fee related to either the Access, or Family or Compact, or Compact Plus bouquets as set out in this Promotion.
- 3.2. The Promotion is not open to -
 - 3.2.1. existing DStv subscribers on Premium bouquet as at the Promotion start date. Premium subscribers that downgrade their bouquets during this Promotion will not qualify for this Promotion;
 - 3.2.2. existing subscribers who have paid annually in advance or who pay through debit orders;

- 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 above.
- 3.3. Additional products like Indian and Portuguese channels and 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. How to Participate

- 4.1. A DStv subscriber that subscribes to either the Access, or Family or Compact, or Compact Plus bouquets between 15 January 2020 and 29 February 2020 for 30 days and pays the full subscription fee for that 30 days will be upgraded to the bouquet immediately higher than the bouquet paid for by the DStv subscriber (“Icarus Period”). In example, if a DStv subscriber pays the full subscription fee to connect to the Access bouquet for 30 days on 16 January 2020, he/she will be upgraded to the Family bouquet within 48 hours of 16 January 2020 for 30 days.
- 4.2. For avoidance of doubt, if the DStv Subscriber continues to pay the fee which he/she paid at inception of the Icarus Period, he/she will continue to be upgraded to the bouquet immediately higher than the bouquet paid for during the Icarus Period. It may thus be that a DStv subscriber pays for the Access bouquet on the 16th of January 2020 and 16th of February 2020 and receive an upgrade to the Family bouquet in both months.
- 4.3. Further, from 1 March 2020 to 30 April 2020, eligible DStv subscribers must pay a fee equal to the immediate higher bouquet on which he/she was last active to be upgraded to the immediate next higher bouquet for 30 days. In example, a DStv subscriber who:
 - 4.3.1. paid for the Access bouquet and was upgraded to the Family bouquet as part of this Promotion must pay for the Family bouquet from 1 March 2020 to receive an upgrade to the Compact bouquet for that month; or
 - 4.3.2. has previously been inactive on the Family bouquet and reconnects to the service must pay a fee equal to the Compact bouquet for 30 days to receive an upgrade to the Compact plus bouquet.

- 4.4. For avoidance of doubt, this Promotion and the upgrades set out herein will not be available after 30 April 2020.
- 4.5. 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 DStv subscriber.
- 4.6. Subscription is not transferable and may not be deferred, changed or exchanged for cash or any other item.
- 4.7. It is the DStv subscriber's responsibility to ensure that the DStv subscriber's payment is received by MultiChoice within the Promotion Period.

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 for any or all participating countries. 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'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.