



Terms and Conditions Governing the Step Up Promotion in Zambia

1. Preamble

- 1.1. These Terms and Conditions ("*the Terms and Conditions*") shall apply to the GOtv Step Up Promotion in Zambia ("*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 GOtv 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 **31st March 2020** ("*Promotion Period*").

3. Eligibility

- 3.1. To participate in the Promotion, a person must;
 - 3.1.1. on the start date of this Promotion, 15 January 2020, be connected to either the Lite, or Value, or Plus bouquets ('eligible bouquets'); and
 - 3.1.2. stay connected to the eligible bouquet by renewing his / her subscription before disconnection; or
 - 3.1.3. if he /she was disconnected between 20 January 2020 and 31 January 2020, and reconnects to any of the eligible bouquets by either connecting to the same bouquet as he / she was last connected to or a higher bouquet.
- 3.2. The Promotion is not open to -

- 3.2.1. existing GOtv subscribers on Max bouquet as at the Promotion start date. Max subscribers that downgrade their bouquets during this Promotion will not qualify for this Promotion;
 - 3.2.2. subscribers who are already enjoying any other promotions by GOtv;
 - 3.2.3. existing subscribers who have paid annually in advance or who pay through debit orders;
 - 3.2.4. 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
 - 3.2.5. the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 3.2.4 above.
- 3.3. Any GOtv 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.
 - 3.4. To continue enjoying the service after the Promotion Period, the GOtv 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 GOtv.

4. How to Participate

- 4.1. A GOtv subscriber that subscribes to either the Lite, Value or Plus bouquets between 15 January 2020 and 31 March 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 GOtv subscriber. In example, if a GOtv subscriber pays the full subscription fee to connect to the Lite bouquet for 30 days on 16 January 2020, he/she will be upgraded to the Value bouquet within 48 hours of 16 January 2020 for 30 days.
- 4.2. For avoidance of doubt, if the GOtv Subscriber continues to pay the fee which he/she paid at inception of the Promotion Period, he/she will continue to be upgraded to the bouquet immediately higher than the bouquet paid for during the Promotion Period. It may thus be that a GOtv subscriber pays for the Lite bouquet on the 16th of January 2020 and 16th of February 2020 and receives an upgrade to the Value bouquet in both months.

- 4.3. For avoidance of doubt, this Promotion and the upgrades set out herein will not be available after 31 March 2020 unless so indicated by way of amendment.
- 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 GOtv subscriber.
- 4.5. Subscription is not transferable and may not be deferred, changed or exchanged for cash or any other item.
- 4.6. It is the GOtv subscriber's responsibility to ensure that the GOtv 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 GOtv 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.