



Terms and Conditions Governing the GOtv Step Up Promotion in Namibia

1. Preamble

- 1.1. These Terms and Conditions ("*the Terms and Conditions*") shall apply to the GOtv 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 GOtv subscribers shall be upgraded to the Max 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 **1 March 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. on the start date of this Promotion, 1 March 2020, be connected to either the Lite, or Value, or Plus bouquets or be a disconnected on Lite, Value, Plus or Max bouquets customer as at the 14th of January 2020 ('eligible bouquets'); and
 - 3.1.2. stay connected to the eligible bouquet by renewing his / her subscription before disconnection; or
- 3.2. The Promotion is not open to -
 - 3.2.1. Existing **active** GOtv subscribers on the Max bouquet as at the 14th of January 2020;

- 3.2.2. subscribers who are already enjoying any other promotions by GOtv;
- 3.2.3. existing GOtv subscribers who prior to the Promotion Period made annual subscription payment or pre-payment for any given period
- 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. During the Promotion Period, eligible GOtv Plus, Value, Lite and disconnected Max subscribers can pay N\$ 155 in order to be upgraded to the Max Bouquet during the Promotion Period.
- 4.2. Eligible Subscribers who during the Promotion Period pay for subscription fees covering more than the Promotion Period, will only enjoy the reduced price for the months covered in the Promotion Period. All the other months will be billed at the published GOtv rates. Do note that annual subscriptions and any pre-payment of subscription beyond the Promotion Period does not qualify to participate in the Promotion.
- 4.3. Subscription is not transferable and may not be deferred, changed or exchanged for cash or any other item.
- 4.4. Any eligible Subscriber who downgrades his/her/its bouquet at the start of or during the Promotion Period will not enjoy the reduced price on the downgraded bouquet instead the published GOtv rates will apply.
- 4.5. It is the eligible Subscriber's responsibility to ensure that the Subscriber's payment is received by GOtv within the Promotion Period.

- 4.6. To continue enjoying the service after the Promotion Period, the eligible Subscriber will need to pay subscription fees as and when it falls due whether for the current bouquet or any other bouquet at the rates published by GOtv.

5. Other Terms and Conditions of participation

- 5.1. GOtv 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 GOtv 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 GOtv or its affiliates in any way or at all.
- 5.3. The failure by GOtv 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. GOtv 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. GOtv 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. GOtv reserves the right to suspend or stop any GOtv subscriber involved in fraud or manipulation of the process from participating in the Promotion.
- 5.10. These Promotion Terms & Conditions and the subscriber's use of GOtv Services are supplemental and **subject to GOtv'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 GOtv may have agreed to from time to time. All these Terms and Conditions can be accessed at <http://multichoiceafrica.com>.