GOtv Wow Campaign

1. These are the terms and conditions for the GOtv Wow Campaign (“Campaign”) as conducted by GOtv Kenya Limited (an affiliate/subsidiary of MultiChoice Africa Holdings B.V) and its partners, co-promoters, sponsors, directors, officers, employees, agents and representatives (“GOtv”). By participating in the Campaign, you agree that these Campaign mechanics read together with the Standard Terms and Conditions (“Terms and Conditions”) will apply to your participation in the Campaign.

2. The Campaign will run from 00:00 hours on 20 April 2020 to 23:59 hours on 30 June 2020 (“Campaign Period”).

3. To participate in the Campaign, you must be an active GOtv subscriber or pay your subscription related to any of the Eligible GOtv Bouquets in your market, as defined below, and connect to the GOtv service and subject to clause 7 below, you will be automatically upgraded to the next higher GOtv bouquet in your market. For avoidance of doubt, if you are an active GOtv subscriber at the start of the Campaign Period, you will automatically be upgraded to the next higher bouquet for the remainder of April or for such longer period as your payment may cover. Any upgrade based on the payment which you made, be it only for 1 month or a longer period, will only be valid for the duration of the Campaign.

4. Unless indicated otherwise by GOtv, the Campaign is not open to you if you are an existing GOtv subscriber on the Max bouquet.

5. The GOtv bouquets as set out below, except for those indicated as “Not Eligible”, will form part of this Campaign and will be considered “Eligible GOtv Bouquets” for purpose of this Campaign. The Campaign will work as follows:

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<th>All other markets</th>
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6. It is your responsibility to ensure that your payment of the subscription fee in respect of the Eligible GOtv Bouquet is received by GOtv within the Campaign Period. GOtv is not responsible for any issues encountered with third party merchants nor for any costs that you may incur to participate in this Campaign.

7. Subject to system dependencies, you may automatically be upgraded within 48 hours as set out herein. If the automatic upgrade of a GOtv bouquet does not occur, GOtv will endeavour to effect the upgrade within the shortest possible time following notification by you.

8. This Campaign is not transferable and may not be deferred, changed or exchanged for cash or any other item.

9. GOtv reserves the right to amend, vary, postpone, suspend, temporarily withdraw or cancel the Campaign at any time without any liability whatsoever. In any of these events, notice will be given via media or online advertisements or in any other 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.

10. GOtv does not make any representations or give any warranties, whether expressly or implicitly, that the bouquet, or any aspect thereof, will meet your requirements, preferences, standards or expectations.

11. The rule of construction that the Terms and Conditions will be interpreted against the party responsible for the drafting or preparation of this document and the Terms and Conditions will not apply.

12. GOtv may cede, assign or novate any or all of its rights and/or all of its obligations set out herein and in the Terms and Conditions to any person or entity without notice to you.

13. GOtv reserves the right to suspend or stop your participation in the Campaign if you are involved in fraud or manipulation of the process.

14. The failure by GOtv to enforce any of the rights or provisions of the Campaign or the Terms and Conditions will not be deemed to be a waiver of such right or provision.