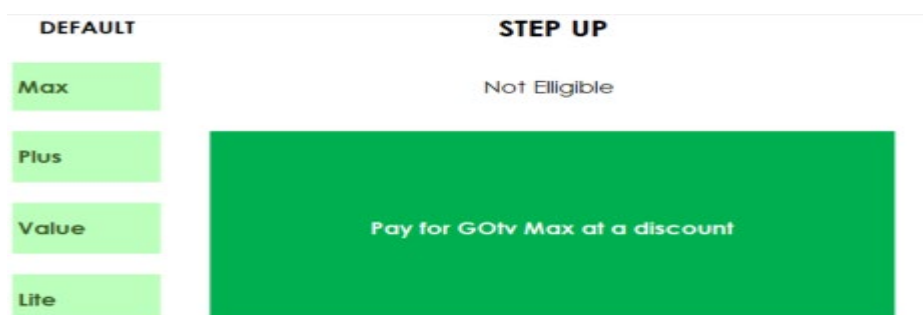


GOtv Max Promotion

Kenya

1. These are the rules for the GOtv Max Promotion ("**Promotion**") as conducted by GOtv Kenya Limited (an affiliate/subsidiary of MultiChoice Africa Holdings B.V) and its affiliates, partners, co-promoters, sponsors, directors, officers, employees, agents and representatives ("**GOtv**"). By participating in in the Promotion, you agree that this document read together with the [Standard Terms and Conditions](#) ("**Terms and Conditions**") will apply to your participation in the Promotion.
2. The Promotion will run from 00:00 hours on **14 January 2021** to 23:59 hours on **31 March 2021** ("**Promotion Period**").
3. To participate in the Promotion, you must during the Promotion Period:
 - 3.1. be a consumer in Kenya;
 - 3.2. be mapped as either an active, disconnected or new GOtv subscriber and make full payment of Kenyan Shilling 890.00 during this Promotion,
to be upgraded to the GOtv Max package in your market, within a 48-hour period from payment. Any upgrade based on the payment which you made will only be valid for the duration of the Promotion and for 1 billing cycle.
4. Until indicated otherwise by MultiChoice, the Promotion is not open to you, if you are:
 - 4.1. a new subscriber to the GOtv Max package joining from 8 January 2021 onwards;
 - 4.2. an existing GOtv subscriber who is receiving another offer from GOtv under any other campaign, competition or the like during the Promotion Period;
 - 4.3. an existing GOtv Max subscriber who downgrades during the Promotion Period;
 - 4.4. existing GOtv subscriber who prior to the Promotion Period made annual subscription payment debit order payment, quarterly payment or pre-payment for any given period. For avoidance of doubt only GOtv subscribers that pay in cash for each new month will qualify;
 - 4.5. 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
 - 4.6. the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 4.5 above.
5. The GOtv packages as set out below, except for those indicated as "*Not Eligible*", will form part of this Promotion and will be considered "**Eligible GOtv Packages**" for purpose of this Promotion. The Promotion will work as follows:



6. It is your responsibility to ensure that your payment of the subscription fee in respect of the Eligible GOtv Package is received by GOtv within the Promotion Period. Without limitation, GOtv is not responsible for any issues encountered with third party merchants nor for any costs that you may incur to participate in this Promotion.
7. Subject to system dependencies, you may be upgraded within 48 hours as set out herein. If the upgrade of a GOtv package does not occur, GOtv will endeavour to effect the upgrade within the shortest possible time following notification by you.
8. This Promotion 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 Promotion 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, as to the upgrade, and in particular, but without limitation, make no representations and give no warranty that the package, 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/or 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 Promotion 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 Promotion or the Terms and Conditions will not be deemed to be a waiver of such right or provision.