



Terms and Conditions in respect of BoxOffice

(excluding subscribers in Angola, Lesotho, Mozambique, Namibia, Nigeria and South Africa)

1. Introduction

- 1.1. MultiChoice Africa Holdings B.V. provides BoxOffice service across several countries in Sub-Saharan Africa and the adjacent Indian Ocean Islands.
- 1.2. This document set out the terms and conditions on which you may access and use BoxOffice. BoxOffice enables you to select and watch movies on a transactional rental basis, as they are made available by BoxOffice from time to time. BoxOffice is available for your use in your country of residence either online or through certain DStv products.
- 1.3. In this document, we set out our and your rights and responsibilities when you access BoxOffice.
- 1.4. Please pay careful attention to the paragraphs that are in **red and bold** as they limit our risk or responsibilities, require you to compensate us for loss or to take on risk or responsibility, or to accept certain facts.
- 1.5. In addition to this document, parts of your relationship with us is controlled by the documents below:
 - 1.5.1. BoxOffice's data policy, which you can access and download at [Privacy and Cookie Notice](#). You can also request us to send you a copy of this document. The data policy explains how we collect information about you, why we collect it and how we use it.
 - 1.5.2. Terms and conditions for the use of DStv, which you can access and download at [DStv.com](#) These terms and conditions explain the terms of access to DStv.
- 1.6. For purpose of these Terms and Conditions any reference to “Content” will include but not be limit to documentaries, movies, and short films. You acknowledge that BoxOffice and your access thereto may be affected by these factors.

2. BoxOffice Access

- 2.1. You may access BoxOffice through:
 - 2.1.1. the DStv products that allow BoxOffice viewing; and/or
 - 2.1.2. a BoxOffice account on our website,
(referred to as the “**Viewing Platform(s)**”).
- 2.2. We reserve the right, at any time, to limit or deny access to BoxOffice, or any aspect thereof, for any reason which we consider reasonably necessary for any purpose related to our business including, without limitation, in order to support the provision, operation, maintenance and security of BoxOffice,

or any aspect thereof, and for purposes of performing any upgrade, repair or maintenance services; change BoxOffice, or any aspect thereof; or discontinue BoxOffice.

2.3. Your access will be subject to the Viewing Platform technical requirements.

2.4. You acknowledge that in order to access and use BoxOffice, you must, at your own cost, acquire access to, install and maintain the specified hardware (including equipment), applications and telecommunications facilities, obtain broadband internet access from an internet service provider; ensure that you have sufficient streaming capacity available on your equipment to stream the Content; maintain the required hardware (including equipment), systems, software, telecommunications facilities and internet access services.

3. Your request for BoxOffice

3.1. You may sign-up to BoxOffice by sending us a request for access -

3.1.1. electronically by completing and submitting the form at BoxOffice.com;

3.1.2. through the DStv platform by completing the steps as listed on the Viewing Platform.

3.2. Should you access BoxOffice through DStv, please note that your access to a DStv product will be governed by the DStv Terms and Conditions and you consent to DStv sharing and us receiving any information that may be required to maintain your BoxOffice account through this Viewing Platform.

3.3. We will ask for some information about you when you make your request. This will include information that identifies who you are, where you live, how you can be contacted and how you will pay for BoxOffice ("**personal information**").

4. Our activation of BoxOffice

4.1. We will either accept or reject your request based on our review of the personal information that you give to us.

4.2. If we approve your request, we will activate your rental after we have received payment of the relevant fees (see "**Fees**" below).

4.3. If your personal information changes, you must tell us as soon as possible. If you do not update your personal information, we will use the information that you last gave us and you may not hold us responsible for using that information. If you do not update your personal information, we may cancel or suspend your access to BoxOffice.

5. Viewing

5.1. To view Content, you must select the desired Content and follow the steps as indicated on the Viewing Platform. Only once you have successfully paid the Fees in respect of the Content will you be allowed to view the Content.

5.2. You will not be able to cancel your viewing rights to Content after it has been successfully rented ("**Rented Content**").

5.3. The Rented Content will be made available to you for 48 hours from payment or such period as determined by us from time to time ("**Viewing Period**"). You can watch the Rented Content as many times as you may decide during the 48 hours.

5.4. You will not be able to view the Rented Content after the Viewing Period.

- 5.5. You acknowledge that the Rented Content will no longer be accessible for purposes of viewing, whether or not you have viewed the Rented Content in whole or in part, and regardless of whether you are viewing the Rented Content at the time. You will be required to complete another rental transaction in order to view the Content for any additional Viewing Period, subject to the Availability Period as set out in 7.1.
- 5.6. Any query related to your ability to view Rented Content should be raised with us during the Viewing Period. We do not guarantee that we will be able to assist you with any viewing query following expiry of the applicable Viewing Period.

6. Fees

- 6.1. The Fees that you must pay for BoxOffice may vary from time to time and include:
- 6.1.1. A fee in respect of the Content per Viewing Period; and/or
 - 6.1.2. Fees related to the provision of other value-added services;
 - 6.1.3. Any other fees as may be required to enable us to provide BoxOffice and any other value added services.
- 6.2. The fee for each Content item will be stipulated on the respective Viewing Platforms.
- 6.3. We retain the right to change the Fees at any time by indicating the new Fee on the Viewing Platform on reasonable notice.
- 6.4. Different payment methods may be available on the respective Viewing Platforms and based on your geographical location. The standard payment methods include but are not limited to:
- 6.4.1. through direct deposit or electronic transfer;
 - 6.4.2. through a Payment System Provider (these are third parties that own and operate payments systems that assist with the collection of fees, such as QR Code payment systems or mobile money);
 - 6.4.3. debit order; or
 - 6.4.4. any other mode of collection that we may allow you to use to pay us.
- 6.5. Payment systems may be operated by other parties, called Payment System Providers. None of the Payment System Providers are our employees, subcontractors, agents, intermediaries or representatives, and they are not controlled by us in any way. Each Payment System Provider will have terms and conditions that are specific to its own payment systems. We are not responsible for any compensation due to any loss caused by your use of their payment system.
- 6.6. You are solely responsible to pay for any data or other charges levied by any third party in order for you to use BoxOffice.

7. Content

- 7.1. Content will only be available on BoxOffice for a period of time determined by us from time to time ("Availability Period"). The selection of Content and the Availability Period will be set out on the Viewing Platform.
- 7.2. We may, in our sole discretion, select and determine the Content that will be available for rental on the BoxOffice from time to time.

- 7.3. You will not be able to view Rented Content after the expiry of the Viewing Period and Availability Period.
- 7.4. It is your responsibility to satisfy yourself, prior to accessing Content through BoxOffice, that the Content meets your individual expectations.
- 7.5. Certain Content which are available on the BoxOffice may be subject to age restrictions, contain strong language or other material which may offend sensitive viewers or be inappropriate for younger users. We will attempt to provide appropriate audience guidelines relating to the Content. It is, however, your responsibility to heed those warnings and to act responsibly.
- 7.6. You must take all reasonable steps to prevent the viewing of Content by children below the prescribed age restriction specified by us, our Content suppliers or by any applicable regulatory authority.
- 7.7. You agree that we may, from time to time, delay or interrupt or discontinue the distribution or reception of BoxOffice, or any aspect thereof, if this is necessary for any purpose related to our business, including in order to support the provision, operation, maintenance and security of BoxOffice, or any aspect thereof. We will endeavour to provide you with reasonable notice to such extent.

8. Permitted use

- 8.1. You may access and use BoxOffice only for your individual private, non-commercial use, in accordance with this document.
- 8.2. The software, pictures, sounds, signals or other works, designs or symbols ("intellectual property rights") that make up BoxOffice or the equipment that we have approved is owned or licensed to us. You must not access BoxOffice or use the equipment that we have approved in a way that violates any of our or licensor's intellectual property rights. You may also not allow another person to do so. **You agree to compensate us or any other person for any loss that we or any other person may suffer because of your violation of our intellectual property rights.**
- 8.3. To give you access to BoxOffice, we must have a security system that protects BoxOffice against use without our permission. We will automatically upload, maintain, change or update the security system. **You understand that the security system may disconnect or stop any features in the equipment you use to access BoxOffice that allows you to use BoxOffice without our permission.**
- 8.4. If we do not upload all or some of the security system, this does not mean that we give up any of our rights resulting from the use of BoxOffice without our permission.
- 8.5. You must use BoxOffice in line with these terms and conditions. You must not do or try to do any of the following:
 - 8.5.1. Access any part of BoxOffice that we have not given you permission to access;
 - 8.5.2. Use BoxOffice, or any part of it, for any commercial purpose;
 - 8.5.3. Receive and/or use BoxOffice in a hotel, motel, pub, club, hostel, embassy, office, business or any similar place that is not a single residential unit or a place or equipment being used for private/domestic use;
 - 8.5.4. Display or provide BoxOffice to the public, whether or not you charge an admission fee;
 - 8.5.5. Charge any person a fee to access any part of BoxOffice;

- 8.5.6. Copy any of the Content on BoxOffice;
- 8.5.7. Hire-out, sell, redistribute, relay, retransmit or rebroadcast any of the Content on BoxOffice;
- 8.5.8. Hack, reverse engineer or compromise the security system or other software used in the decoder or on our website that we have approved to control access to BoxOffice;
- 8.5.9. Allow, make it easy for or overlook any other person doing any of the activities that you are not allowed to do.

8.6. **You accept that BoxOffice may be influenced by factors beyond our reasonable control such as weather, or unavailability of payment systems.**

9. Communicating with each other

- 9.1. We will use your personal information to send you important information about your BoxOffice account or any information which the law requires us to send you.
- 9.2. You may give another person permission to communicate with us on your behalf. We encourage you to let us know if you have done so.
- 9.3. If another person contacts us on your behalf, we will only do what that person asks us to do if that person can correctly answer the security questions that we use to confirm that a person has your permission to communicate with us. **You agree to be bound by any requests made by any person who correctly answers our security questions.**
- 9.4. We will base the security questions on the personal information that you give to us when you ask for access to BoxOffice. Please do not share your personal information with anyone. **If you do so, you agree to compensate us for any cost that we may incur because you shared your personal information with another person.**
- 9.5. You can contact us through any of the other details listed on the BoxOffice site for your country.

10. Confidentiality and your personal information

- 10.1. You or we may come to know confidential information, which is not available to the public, about each other during our provision of BoxOffice to you. **We both agree that we will use that confidential information for one purpose only which is to allow you or us to fulfil our obligations in these terms and conditions.**
- 10.2. You accept that to give you access to BoxOffice, we will have to collect, use, store and, where necessary, share your personal information. We will only do so in line with our data policy which explains how we will deal with your personal information. You can get a copy of the data policy at [Privacy and Cookie Notice](#). Please contact us at enquiries@multichoice.co.za if you would like a copy of the data policy, would like more information or have any questions about how we deal with your personal information.

11. Ending your BoxOffice account

- 11.1. You may cancel your BoxOffice account through any of the ways that you requested access to BoxOffice. If you do so, other terms in these terms and conditions that deal with cancellation of your account will apply.

- 11.2. If you violate any of these terms and conditions, we may cancel these terms and conditions and disable your access to BoxOffice and/or to request that you immediately carry out any of your responsibilities under these terms and conditions. If we do this, we do not give up any other rights that we may have by law, including the right to ask for and get compensation from you.

12. Liability

- 12.1. If an arbitrator or court finds that you or we have violated these terms and conditions and any person suffers losses because of such violation, the party that violated the terms and conditions must compensate the other party for those losses.
- 12.2. **You agree that we will have no obligation to compensate you or any person for any loss due to**
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- 12.2.1. your access to and use of BoxOffice; or
- 12.2.2. your or another person's viewing any pictures or hearing any sounds on BoxOffice that you or that person consider unsuitable or offensive; or
- 12.2.3. us cancelling or suspending your access to BoxOffice as allowed in these terms and conditions; or
- 12.2.4. any breakdown or failure of the equipment or website or application you use to access BoxOffice; or
- 12.2.5. any communications between you and us, or with any other person, using BoxOffice or any equipment you use to access BoxOffice.
- 12.3. **Neither you nor we will have a duty to compensate the other party for any punitive, indirect, special, exemplary, incidental or consequential losses.**

13. General

- 13.1. Your subscription to BoxOffice is considered to be with MultiChoice Africa Holdings B.V.
- 13.2. We may change all or parts of the terms and conditions in this document. Save for clause 5.2, we will aim to notify you of any amendment to the terms and conditions 30 days before they take effect. If you are unhappy with the new terms and conditions, you may cancel your BoxOffice account before the new terms and conditions take effect.
- 13.3. This document replaces any previous terms and conditions and/or agreement between you and us in terms of which we agree to give you access to BoxOffice.
- 13.4. You confirm that you did not rely on any representation, warranty or undertaking when requesting access to BoxOffice. This does not limit or restrict any liability arising as a result of fraud.
- 13.5. If we do not enforce any of our rights in terms of this document, it does not mean that we are waiving that right or any other rights.
- 13.6. If any provision in this document is found to be invalid, the rest of the document will remain in effect.
- 13.7. Neither you or us will be responsible for any violation, delay in performing, or failure to perform your or our obligations in terms of this document if such violation, delay or failure results from circumstances beyond your or our reasonable control.
- 13.8. We may transfer all our rights in this document to any person and at any time.

- 13.9. Subject to the consumer protection laws in force in the country where you live, this document will be governed and interpreted by the laws of England and Wales. Any disputes will be referred to arbitration in terms of the leading arbitration foundation in your country of residence where you receive the Box Office service. The arbitration will take place in the country where you live and at a location chosen by us.
- 13.10. The following addresses may be used for the service of all notices and processes arising out of this document -
- 13.10.1. MultiChoice Africa Holdings B.V.: Taurus Avenue 105 2132 LS, Hoofddorp, Netherlands; and
- 13.10.2. You: the physical address you last provided to us.
- 13.11. A notice that is actually received by you or by us will be adequate notice even if the notice was not delivered to the address listed in paragraph 13.10 above.