

Terms and Conditions to #TellYourStory

Kenya

1. These are the terms and conditions for the #TellYourStory promotion (“**Promotion**”) as conducted by GOtv Kenya Limited and its partners, co-promoters, sponsors, directors, officers, employees, agents and representatives (“**GOtv**”). By participating in the Promotion, you agree that these Promotion mechanics read together with the [Standard Terms and Conditions](#) (collectively the “**Terms and Conditions**”) will apply to your participation in the Promotion.
2. In the event of any conflict in terms between these terms and conditions and any other communication or marketing material, this document will take precedence.
3. This Promotion is open:
 - 3.1. from **16 June 2021** to **30 July 2021**; and
 - 3.2. to residents of Kenya that are 18 and older.
4. You do not need to be an active GOtv customer to participate in this Promotion.
5. You may participate in this Promotion by submitting a selfie or photo of yourself and friends emulating / demonstrating GOtv content on the MyGOtv mobile application. You may make more than 1 submission but not more than 3 submissions in total.
6. Submissions must be made online on the MyGOtv mobile application. No postal, email or telephone entries will be considered.
7. By submitting your entry, you agree and confirm that:
 - 7.1. you are eligible to participate in this Promotion;
 - 7.2. you have valid online accounts and that your profile details are correct;
 - 7.3. the entire copyright in the content belongs to you and is not copied and/or derived from an existing source;
 - 7.4. your entry does not disclose any personal information of yourself or anyone else; and
 - 7.5. your entry is not false, misrepresentative, obscene, offensive, discriminatory or libellous.
8. By entering into the Promotion, you will stand a chance to meet a celebrity in the sport or entertainment industry.
9. A winner will be selected by independent draw during August 2021.
10. The winner will be notified via email or telephone.
11. Contact details provided will be used for this Promotion and not used for any further marketing purposes.
12. By submitting your content you grant us permission to reproduce it in any manner or form, use, rebroadcast, exhibit, transmit, communicate or make available to the public, distribute or make an adaptation of (including, without limitation, by editing, cutting, rearranging or dubbing), and otherwise exploit (including without limitation, including in advertisements, promotions and publicity in any formats, manner and media, now known or hereafter invented, throughout the world in perpetuity, and acknowledge that no compensation other than as indicated herein shall be payable by GOtv for the inclusion of the content or any derivative materials.

13. It is your responsibility to ensure that your use of third-party platforms is in accordance with their policies and rules. GOtv is not responsible for any issues encountered with third party sites nor for any costs that you may incur to participate in this Promotion.
14. This Promotion is not transferable and any prizes and/or awards may not be deferred, changed or exchanged for cash or any other item.
15. GOtv reserves the right to amend, vary, postpone, suspend, temporarily withdraw or cancel the Promotion at any time for any or all participating countries without any liability whatsoever. 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.
16. GOtv does not make any representations or give any warranties, whether expressly or implicitly, as to the prize, and in particular, but without limitation, make no representations and give no warranty that the prize, or any aspect thereof, will meet your, or, if applicable, your requirements, preferences, standards or expectations.
17. The laws of Kenya will govern the Promotion.
18. 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.
19. GOtv may cede, assign or novate any or all of its rights and/or all of its obligations set out in the Terms and Conditions to any person or entity without notice to you.
20. GOtv reserves the right to suspend or stop your participation in the Promotion if you are involved in fraud or manipulation of the process.
21. 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.