

## **GOtv We've Got You**

1. These are the terms and conditions for the We've Got You ("**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 is open:
  - 2.1. from 00:00 hours on 31 August 2021 to 23:59 hours on 28 November 2021 ("**Campaign Period**");
  - 2.2. to residents of Kenya that are 18 and older;
  - 2.3. to subscribers on any of the GOtv bouquets – GOtv Plus and GOtv Value ("**Eligible Bouquets**") who pay their subscription fees during the Campaign Period;
  - 2.4. to subscribers that legitimately access the GOtv services with a GOtv decoder.
3. If you subscribe to GOtv as set out in 2 above, you will be an "Eligible Subscriber".
4. Unless indicated otherwise by GOtv, the Campaign is not open to you if you continue your subscription on the Max and GOtv Lite bouquets.
5. If you are an Eligible Subscriber, you will be upgraded to the next higher GOtv bouquet as set out below:

|                  |  |
|------------------|--|
| <b>Max</b>       | <b>Not Eligible</b>                          |
| <b>Plus</b>      | <b>Pay on GOtv Plus and watch GOtv Max</b>   |
| <b>Value</b>     | <b>Pay on GOtv Value and watch GOtv Plus</b> |
| <b>GOtv Lite</b> | <b>Not Eligible</b>                          |

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 as set out herein. If the automatic upgrade of a GOtv bouquet does not occur, GOtv will exercise best endeavours 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.
15. These terms and conditions will be construed, interpreted, and enforced in accordance with the laws of contract and dispute resolution in the Republic of Kenya