

Decoder Trade-in Offer Zambia

1. These are the rules applicable to the Decoder Trade-in Offer (“**Offer**”) as conducted by GOtv Broadcasting Zambia Limited (“**GOtv Zambia**”) and its affiliates, partners, co-promoters, sponsors, subsidiaries and holding companies, its and their directors, officers, employees, agents and/or representatives.
2. By participating in the Offer, you agree that this document will apply to your participation in the Offer.
3. The Offer will run from 00:00 hours on **12 November 2021** to 23:59 hours on **25 November 2021** (“**Offer Period**”).
4. If, at the time of taking up the Offer, you are:
 - 4.1. a disconnected GOtv subscriber on any GOtv package; and
 - 4.2. in possession of a GOtv 5S decoder that has been disconnected for 360 (three hundred and sixty) days or more,

(together referred to as the “**Qualifying Participant**”),you may take up this Offer and trade in your decoder on the terms set out herein.
5. The Qualifying Participant taking up the Offer must be the lawful owner of the subscription account and decoder.
6. If you take up this Offer you may submit your disconnected decoder at any accredited GOtv branch for assessments. Subject to the assessment, your decoder may be approved for trade-in based on the condition and the GOtv Zambia branch shall present you with a cash offer for the decoder. Should you accept the Offer presented to you, you will receive the cash value (“**Payment**”).
7. You accept that when you elect to receive the Payment above, that all rights, title and ownership in the decoder (including any components that makes up the decoder) will pass to GOtv. To the extent that the decoder includes any hard drives, you accept that such hard

drives will be traded in with the decoder and the offer value offered will be all-inclusive. To the extent that content is stored on such hard drive(s), you accept that the content will be lost.

8. Upon acceptance and receipt of the Payment, GOtv shall have no further obligations and/or liabilities in respect of the decoder towards you.
9. Any costs or expenses which you may incur other than in respect of those items specifically included in this Offer, are for your own account. GOtv and its affiliates will not be responsible for any costs or expenses which you incur during and for purposes of your participation in the Offer.
10. This Offer will only be available to you and may not be transferred.
11. Until indicated otherwise by GOtv, the Offer is not open to you, if you are:
 - 11.1. an existing GOtv subscriber with a connected decoder during the Offer Period;
 - 11.2. an existing GOtv subscriber with decoder that has been disconnected for a period less than 360 days;
 - 11.3. directors, members, partners, agents, employees or consultants of the GOtv group of companies or any supplier of goods or services in connection with the promotion; and
 - 11.4. the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 11.3 above.
12. It is your responsibility to ensure that your acceptance of any Offer is received by us within 14 (fourteen) days of the Offer being made to you and prior to the expiry of the Offer Period. Any acceptance which is not received by us prior to the expiry of the Offer Period will not be eligible to benefit, regardless of the reason for the late receipt. We and our affiliates are not responsible for any acceptances which are not received by us, whether timeously or at all, regardless of the cause thereof. Without limitation, we and our affiliates are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider,

website or other device or medium), or any combination thereof, or any other technical or other problems.

13. We may require you to provide us with such additional information and documentation as we may stipulate in order to process, confirm and facilitate your acceptance of the Offer. If you refuse to provide us with the requested information or documentation, the Offer will automatically lapse without further correspondence to you.
14. This Offer or any value that may be due to you is not transferable and may not be deferred, changed or exchanged for any other item other than as set out herein.
15. GOtv reserves the right to amend, vary, postpone, suspend, temporarily withdraw or cancel the Offer 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 Offer, and in particular, but without limitation, make no representations and give no warranty that the Offer, or any aspect thereof, will meet your, or, if applicable, your requirements, preferences, standards or expectations.
17. We and our affiliates are not responsible for any injury or damage to your or any other person's computer, mobile telephone or other device used by you to participate in, or obtain any materials related to, the Offer.
18. The rule of construction that this document will be interpreted against the party responsible for the drafting or preparation of this document will not apply.
19. You agree that your participation in the Offer, and your acceptance of the Offer, or any aspect thereof, is at your own risk.
20. GOtv may cede, assign or novate any or all of its rights and/or all of its obligations set out herein to any person or entity without notice to you.
21. GOtv reserves the right to suspend or stop your participation in the Offer if you are involved in fraud or manipulation of the process.

22. The failure by GOtv to enforce any of the rights or provisions of the Offer will not be deemed to be a waiver of such right or provision.
23. For purposes hereof, "affiliate" means our partners, co-promoters and sponsors of this Offer, our subsidiaries, our and their subsidiaries and respective holding companies, the subsidiaries of their holding companies, and our and their directors, officers, employees, agents and representatives.
24. This document will be construed, interpreted and enforced in accordance with the laws of contract and dispute resolution in Zambia.