

GOTv Step Up Promotion

Kenya

1. These are the rules for the GOTv Step Up 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 **5 January 2022** to 23:59 hours on **31 March 2022** (“**Promotion Period**”).
3. To participate in the Promotion, you must during the Promotion Period:
4. be a consumer in Kenya;
- 4.1. be an active, disconnected or new GOTv subscriber; and
- 4.2. as active or disconnected GOTv subscriber, make full payment in cash of at least one package higher from the last active package you are on as at **30 December 2021** (“**Mapped Date**”); or
- 4.3. as a new GOTv subscriber joining on or after **31 December 2021**, make full payment of at least one package higher from the package that you are on from the date on which you joined (“**Mapped Date**”),

to be upgraded to the next higher GOTv package for 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 Period and for 1 billing cycle. For avoidance of doubt, you need to pay for the package higher than the package that you were on at the Mapped Date in order to access and view the next higher package.

5. The GOTv packages as set out below, except for those indicated as “**No Offer**”, will form part of this Promotion and will be “**Eligible GOTv Packages**” for purposes of this Promotion.

DEFAULT	STEP UP
Supa	No Offer
Max	No Offer
Plus	Pay for Max and get a further Step Up to Supa
Value	Pay for Plus and get a further Step Up to Max
Lite	Pay for Value and get a further Step Up to Plus

6. Until indicated otherwise by GOTv, the Promotion is not open to you, if you are:
 - 6.1. an existing new subscriber to the GOTv Max or Supa packages joining from **31 December 2021** onwards;
 - 6.2. an existing GOTv subscriber who is receiving another offer from GOTv under any other campaign, competition or the like during the Promotion Period;

- 6.3. an existing GOtv Max or GOtv Supa subscriber who downgrades during the Promotion Period;
 - 6.4. 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;
 - 6.5. 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
 - 6.6. the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 5.5 above.
7. 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 difficulties encountered with third party merchants nor for any costs that you may incur to participate in this Promotion.
 8. 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.
 9. This Promotion is not transferable and may not be deferred, changed or exchanged for cash or any other item.
 10. 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.
 11. 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.
 12. 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.
 13. 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.
 14. GOtv reserves the right to suspend or stop your participation in the Promotion if you are involved in fraud or manipulation of the process.
 15. 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.