

DStv Step Up Promotion

Kenya

1. These are the rules for the DStv Step Up Promotion (“**Promotion**”) as conducted by MultiChoice Africa Holdings B.V. and its affiliates, partners, co-promoters, sponsors, subsidiaries and holding companies, its and their directors, officers, employees, agents and/or representatives (“**MultiChoice**”). By participating 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 **05 January 2022** to 23:59 hours on **31 March 2022** (“**Promotion Period**”).
3. To participate in the Promotion, you must during the Promotion Period:
 - 3.1. be a consumer in Kenya;
 - 3.2. be an active, disconnected or new DStv subscriber; and
 - 3.3. as active or inactive DStv 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
 - 3.4. as a new DStv 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 DStv 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.
4. The DStv packages as set out below, except for those indicated as “**No Offer**”, will form part of this Promotion and will be “**Eligible DStv Packages**” for purpose of this Promotion.

KENYA	STEP UP
Premium	No Offer
Compact +	No Offer
Compact	Pay for Compact + and get a further Step Up to Premium
Family	Pay for Compact and get a further Step Up to Compact +
Access	Pay for Family and get a further Step Up to Compact

5. Until indicated otherwise by MultiChoice, the Promotion is not open to you, if you are:
 - 5.1. an existing DStv subscriber who downgrades your package from the package to which you are mapped on the Mapped Date;
 - 5.2. an existing or new DStv subscriber on any of the Premium or Compact + packages after 31 December 2021 onwards;
 - 5.3. an existing DStv Business subscriber as at the Promotion start date;
 - 5.4. existing DStv 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 DStv subscribers that pay in cash for each new billing period will qualify;
 - 5.5. 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
 - 5.6. the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 5.6 above.
6. It is your responsibility to ensure that your payment of the subscription fee in respect of the Eligible DStv Package is received by MultiChoice within the Promotion Period. Without limitation, MultiChoice is not responsible for any difficulties encountered with third party merchants nor for any costs that you may incur to participate in this Promotion.
7. Subject to system dependencies, you may be upgraded within 48 hours as set out herein. If the upgrade of a DStv package does not occur, MultiChoice will endeavour to effect the upgrade within the shortest possible time following notification by you.
8. Additional products like add-ons (e.g. Indian and Portuguese channels, Showmax Add to Bill) and Value-Added Services (such as Xtra View and HD PVR access) are not included in the Promotion. If needed, you will have to make separate payments for these add-ons at the published rates. If you have any of these services active on your account at the time that you make payment for your upgraded package, you will have to include a full month's payment for these services, at the same time, in order for the upgrade to be processed successfully.
9. This Promotion is not transferable and may not be deferred, changed or exchanged for cash or any other item.
10. MultiChoice 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 MultiChoice may at its discretion choose and such notice will be effective immediately or as at the date referred to in such notification.

11. MultiChoice 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, or, if applicable, 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. MultiChoice 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. MultiChoice 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 MultiChoice 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.