

GOTv Level Up

Kenya

1. These are the rules for the GOTv Level Up Promotion (“**Promotion**”) as conducted by GOTv Kenya Limited and its affiliates, partners, co-promoters, sponsors, subsidiaries and holding companies, its and their directors, officers, employees, agents and/or representatives (“**GOTv**”). 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 **03 August 2022** to 23:59 hours on **31 October 2022** (“**Promotion Period**”).
3. To participate in the Promotion you must, during the Promotion Period:
 - 3.1. reside in Kenya;
 - 3.2. be a new GOTv subscriber with a join date between 1 August 2022 and 30 September 2022 (“**Join Date**”);
 - 3.3. join on any of the eligible packages – GOTv Max, GOTv Plus, GOTv Value, GOTv Lite (“**Eligible GOTv Package**”);
 - 3.4. update your mobile number on the GOTv app and activate an OTP in the process; and
 - 3.5. ensure uninterrupted subscription,
in order 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 1 (one) billing cycle. Should you disconnect after the first billing cycle, you will no longer be eligible for this Promotion.
4. Until indicated otherwise by GOTv, the Promotion is not open to you, if you are:
 - 4.1. a subscriber on any of the GOTv Supa packages;
 - 4.2. an existing GOTv subscriber as of the commencement of the Join Date;
 - 4.3. downgrades from the joining package will result in a customer becoming ineligible.
 - 4.4. a director, member, partner, agent, employee or consultant of the MultiChoice Group of companies or a supplier of goods or services in connection with the Promotion; and
 - 4.5. the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 4.4 above.
5. 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.
6. 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.
7. Additional products like add-ons 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.

8. This Promotion 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 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.
10. GOtv does not make any representations or give any warranties, whether expressly or implicitly, as to the upgrade, and in particular, but without limitation, makes no representations and gives no warranties that the package, 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/or 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 Promotion 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 Promotion or the Terms and Conditions will not be deemed to be a waiver of such right or provision.