

**Festive Free Upgrade Promotion
Ghana (DStv)**

1. These are rules for the Festive Free Upgrade Promotion ("**Promotion**") in Ghana as conducted by MultiChoice Africa Holdings B.V. and its affiliates ("**MultiChoice**"). By participating in the Promotion, you agree that these rules, 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 **19 December 2022** to 23:59 hours on **31 January 2023** ("**Promotion Period**").
3. By participating in the Promotion, eligible DStv subscribers ("**Eligible Subscribers**") will be upgraded to the next higher package for the Promotion Period as explained below¹.

Eligibility and Upgrade

4. To participate in the Promotion and automatically qualify for an upgrade to the next higher package you must, during the Promotion Period:
 - 4.1. be an active, new or disconnected DStv subscriber in Ghana;
 - 4.2. make or have made payment in full for your current package or for a higher package; or
 - 4.3. join as a new DStv subscriber and be entitled to access a DStv package; and
 - 4.4. watch DStv using an approved decoder.
5. Any upgrade in terms of this Promotion will only be valid from the time you become an Eligible Subscriber as above until the later of i) the end of the Promotion Period or ii) the period for which you have paid (or are entitled to access a DStv package), whereafter you will be reverted to your original package.
6. The packages and corresponding upgrades for purposes of this Promotion are as follows:

Package paid for	Upgraded to
DStv	
Premium	No Offer
Compact+	Premium
Compact	Compact+
Family	Compact
Access	Family
Lite	Access

7. Until indicated otherwise by MultiChoice, the Promotion is not open to you, if, during the Promotion Period you are:

¹ The upgraded package will be provided at the cost of your current package for purposes of this Promotion.

- 7.1. an existing DStv subscriber on a Premium package;
- 7.2. a DStv Business subscriber;
- 7.3. only a subscriber of a standalone package (such as Great Wall, Portuguese, French and Indian);
- 7.4. accessing DStv on any streaming platforms (ie DStv Now);
- 7.5. an existing DStv subscriber who, makes payment for a lower package than the package which they were on at the start of the Promotion Period; and/or
- 7.6. an existing DStv subscriber who is receiving another offer from MultiChoice under any other campaign, competition or the like (excluding any package and/or access received when becoming a new subscriber).
8. Your access to Catch Up (if applicable) shall be based on your current package and not the upgraded package.
9. It is your responsibility to ensure that payment of the subscription fee in respect of any package eligible for upgrade as indicated in paragraph 6 above is received by MultiChoice. 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.
10. Subject to system dependencies, the package upgrade may be effected within 48 hours of receipt of payment by MultiChoice as set out herein. If the upgrade is not effected, MultiChoice will endeavour to effect the upgrade within the shortest possible time following notification by you.
11. Additional products such as 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 and the normal billing rules apply in this regard. If required, you will have to make separate payments for the add-ons at the published rates in order to enjoy the add-ons alongside the upgrade. In respect of the Value-Added Services, you will need to make payment in full for these in order to avoid being disconnected.

Other terms

12. MultiChoice shall not be liable for any failure to comply with its obligations where the failure is caused by circumstances outside its reasonable control.
13. 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.
14. MultiChoice may cede, assign or novate any or all of its rights and/or any or all of its obligations set out herein and/or in the Terms and Conditions to any person or entity without notice to you.
15. MultiChoice reserves the right to suspend or stop your participation in the Promotion if you are involved in fraud or manipulation of the process.
16. 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.