

**Festive Free Upgrade Promotion  
Kenya (GOtv)**

1. These are rules for the Festive Free Upgrade Promotion ("**Promotion**") as conducted by GOtv Kenya Limited and its affiliates ("**GOtv**"). 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 **24 January 2023** ("**Promotion Period**").
3. By participating in the Promotion, eligible GOtv subscribers ("**Eligible Subscribers**") will be upgraded to the next higher package for the Promotion Period as explained below<sup>1</sup>.

**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 GOtv subscriber in Kenya;
  - 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 GOtv subscriber and be entitled to access a GOtv package; and
  - 4.4. watch GOtv 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 GOtv package), whereafter you will be reverted to your original package.
6. The packages and corresponding upgrades for purposes of this Promotion are as follows:

<b>Package paid for</b>	<b>Upgraded to</b>
<b>GOtv</b>	
Supa	No Offer
Max	Supa
Plus	Max
Value	Plus
Lite	Value

7. Until indicated otherwise by GOtv, the Promotion is not open to you, if, during the Promotion Period you are:
  - 7.1. an existing GOtv subscriber on a Supa package;

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

- 7.2. only a subscriber of a standalone package (such as Great Wall, Portuguese, French and Indian);
  - 7.3. accessing GOtv on any streaming platforms;
  - 7.4. an existing GOtv subscriber who, makes payment for a lower package than the package which
  - 7.5. they were on at the start of the Promotion Period; and/or
  - 7.6. an existing GOtv subscriber who is receiving another offer from GOtv under any other campaign, competition or the like (excluding any package and/or access received when becoming a new subscriber).
8. 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 GOtv. 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.
  9. Subject to system dependencies, the package upgrade may be effected within 48 hours of receipt of payment by GOtv as set out herein. If the upgrade is not effected, GOtv will endeavour to effect the upgrade within the shortest possible time following notification by you.
  10. Additional products such as add-ons 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**

11. GOtv shall not be liable for any failure to comply with its obligations where the failure is caused by circumstances outside its reasonable control.
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 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.
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.