



## Terms and Conditions Governing the GOtv Namibia Supa Promotion

### 1. Preamble

- 1.1. These Terms and Conditions (*"the Terms and Conditions"*) shall apply to the **GOtv Namibia Supa Promotion** (*"the Promotion"*) and a person participating in the Promotion is deemed to have read, understood and accepted these Terms and Conditions.
- 1.2. We always offer our subscribers value by making great entertainment accessible to them. In this Promotion, we provide eligible GOtv subscribers with an opportunity to reconnect and stay connected to the service.

### 2. Promotion Period

The Promotion will run from 00h00 hours on **01 November 2023** to 23h59 hours on **30 November 2023** (*"Promotion Period"*).

### 3. Eligibility and Participation

- 3.1. During the Promotion Period you must be an active or new GOtv Supa subscriber in Namibia (**"Eligible Subscriber"**);
- 3.2. All Eligible Subscribers will receive communication from GOtv during the Promotion Period informing them of their eligibility to participate in this Promotion.
- 3.3. The Promotion is not open to:
  - 3.3.1. subscribers who are already enjoying any of the other GOtv offers;
  - 3.3.2. 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
  - 3.3.3. the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 03.3.2. above.

### 4. The Promotion

- 4.1. Upon becoming an Eligible Subscriber, you will automatically be granted access to the GOtv Supa+ bouquet until the end of the Promotion Period. At the end of the Promotion Period or the end of the period for which you have paid for GOtv Supa (whichever occurs first) your access to GOtv Supa+ will be disabled, unless you make payment for a GOtv Supa+ bouquet.
- 4.2. Upon becoming an Eligible Subscribers as contemplated in clause 3, we will grant you access to GOtv Supa+ within 48 hours of our receiving your subscription fees.

## **5. How to Participate**

- 5.1. To enjoy the Promotion, Eligible Subscribers are required to connect, reconnect or remain connected to the GOtv Supa service by paying for the GOtv Supa subscription fees as explained in clause 3.
- 5.2. Your subscription and your upgrade to GOtv Supa+ for the Promotion Period is not transferable and may not be deferred beyond the period for which the subscription has been paid.
- 5.3. It is the Subscriber's responsibility to ensure that the Subscriber's payment is received by GOtv within the Promotion Period.
- 5.4. To continue enjoying the service after the Promotion Period, the Subscriber will need to pay subscription fees as and when it falls due for the then current bouquet or any other bouquet at the rates published by GOtv.

## **6. Other Terms and Conditions of participation**

- 6.1. GOtv reserves the right to amend, vary, postpone, suspend, temporarily withdraw or cancel the Promotion at any time. 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.
- 6.2. In the event of such amendment, variation, postponement, withdrawal, suspension or cancellation, the subscriber agrees to waive any rights, interests and expectations that the subscriber may have in terms of this Promotion and acknowledges that the subscriber will have no recourse against GOtv or its affiliates in any way or at all.
- 6.3. The failure by GOtv to enforce any of the rights or provisions of the Terms and Conditions will not be deemed to be a waiver of such right or provision.
- 6.4. Without limitation, we and our affiliates are not responsible for any issues encountered with third party merchants.
- 6.5. GOtv and its affiliates are not responsible for any costs that you may incur to participate in this Promotion.
- 6.6. We do not make any representations or give any warranties, whether expressly or implicitly, as to a prize, and in particular, but without limitation, make no representations and give no warranty that the bouquet, or any aspect thereof, will meet your, or, if applicable, your requirements, preferences, standards or expectations.
- 6.7. The rule of construction that the Terms and Conditions will be interpreted against the party responsible for the drafting or preparation of the Terms and Conditions will not apply.
- 6.8. GOtv may cede any or all of its rights and/or assign any or all of its obligations under the Terms and Conditions to any person.

- 6.9. These Promotion Terms & Conditions and the Subscriber's use of GOtv Services are supplemental and **subject to GOtv's Terms and Conditions Governing Subscription to the GOtv Service, the Standard Terms and Conditions for MultiChoice Competitions in Africa** and any other terms and conditions that the Subscriber and GOtv may have agreed to from time to time and which can be accessed at <https://www.gotvafrica.com/en-na>.
- 6.10. GOtv reserves the right to suspend or stop any Subscriber involved in fraud or manipulation of the process from participating in the Promotion.
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