Step Up your DStv package and get upgraded to the next higher package at no extra cost

(Botswana, Kenya, Malawi and Zimbabwe)

1. **Preamble**

These are rules for upgrading your DStv package to get an upgrade to the next higher package at no extra cost ("Promotion") 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. **Eligibility and Participation**

2.1. The following DStv Subscribers are eligible to participate in the Promotion:

2.1.1. be an active DStv customer on either Lite, Access, Family or Compact package;

2.1.2. be residing in **Botswana, Kenya, Malawi or Zimbabwe**; and

2.1.3. accept the invitation to take up the Offer, as detailed below:

2.1.3.1. the invitation will be made via email, SMS, WhatsApp, push notification and/or phone call; and

2.1.3.2. the customer shall be required to make the qualifying payment for an upgrade within the qualifying period communicated by MultiChoice.

2.2. The Promotion is not open to –

2.2.1. 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

2.2.2. the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 2.2.1 above;

2.2.3. customers who have been on the service for less than 60 days;

2.2.4. customers that pay annually or quarterly or for a period of more than one month at a time;

2.2.5. customers on debit order for payment of their subscription;

2.2.6. DStv business customers; and

2.2.7. customers who have only subscribed for a standalone package (such as Great Wall standalone, Asian, French Touch Bouquet, French 11 Bouquet, French Plus Bouquet.

3. **The Promotion**

3.1. Eligible Subscribers in clause 2 will be contacted by MultiChoice.

3.2. Eligible Subscribers will be eligible to receive the benefit in respect of the targeted smart card.

3.3. Downgrades of subscription are not permissible with the promotion.

3.4. This Promotion is not available in conjunction with any other promotions we are running.

4. **How to Participate**

4.1. We will contact eligible Subscribers via email, SMS, WhatsApp, push notification and/or phone call.

4.2. To enjoy the Promotion, eligible Subscribers are required to connect, reconnect, upgrade or remain connected to the service by paying the full amount of the promotion or offer price communicated by Multichoice on or before the deadline of the offer as communicated.

4.3. Subscription is not transferable and may not be deferred beyond the period for which the subscription has been paid;

4.4. Additional features such as Xtra View and HD PVR access are not included in the Promotion. If needed, Subscribers will have to make separate payments for these add-ons at the published rates.

4.5. It is the Subscriber's responsibility to ensure that the Subscriber's payment is received by MultiChoice within the communicated qualifying period.

4.6. To continue enjoying the service after the Promotion, 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 MultiChoice.

5. **Other Terms and Conditions of participation**

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

7. The rule of construction that the Terms and Conditions will be interpreted against the party responsible for drafting of the same will not apply.

8. 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.

9. MultiChoice reserves the right to suspend or stop your participation in the Promotion if you are involved in fraud or manipulation of the process.
10. 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.