

STANDARD TERMS AND CONDITIONS FOR DStv THANKS

1. These are the standard terms and conditions for DStv Thanks conducted by the MultiChoice Africa Group ("**MultiChoice**").
2. Your acceptance of any reward provided as part of any DStv Thanks (the "**DStv Thanks Reward(s)**") constitutes your binding acceptance of these terms and conditions.
3. The DStv Thanks Rewards are open to all DStv residential subscribers that subscribe to the broadcast services ("**Subscriber(s)**") of any package. Subscribers will be selected to form part of the DStv Thanks Rewards, subject to the requirements in clause 5.
4. The DStv Thanks Rewards will commence on the **date on which the Subscriber activates his/her 4th (fourth) month of subscription in respect of his/her package** and terminate in accordance with the terms and conditions set out in clause 5.2 or in accordance with clause 15.
5. Subscribers will be eligible for a DStv Thanks Reward upon the following requirements being met or fulfilled:
 - 5.1. the Subscriber has had continued and uninterrupted active subscription to the broadcast services for a minimum period of 3 (three) consecutive months; and
 - 5.2. subject to the provisions of clause 15 below and provided that the Subscriber does not -
 - 5.2.1. terminate his/her subscription prior to the expiry of the period contemplated in clause 5.1 above; or
 - 5.2.2. cause, whether intentionally or unintentionally, his/her subscription to the broadcast services to be suspended due to not having paid the subscription fee timeously; or
 - 5.2.3. chooses to terminate his/her subscription to the broadcast services,the DStv Thanks Reward will be made available to the Subscriber.
 - 5.3. For the avoidance of doubt, once the Subscriber, who is a recipient of the DStv Thanks Rewards, terminates his/her subscription to the broadcast services, the granting of the DStv Thanks Rewards will cease.
6. Subscribers who are eligible, subject to clause 5, may receive the following DStv Thanks Reward/s:
 - 6.1. access to additional channels on their primary package.
7. Please note that the DStv Thanks Rewards above may not be available in some territories.

8. **MultiChoice and our affiliates are not responsible for any DStv Thanks Reward which has not been received, whether timeously or at all, regardless of the cause thereof. Without limitation, we and our affiliates are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer hardware or software failure or malfunction, traffic congestion (whether physical, or on the Internet, telephone lines or at any service provider, website or other device or medium), or any combination thereof, or any other technical or other problems.**
9. **It is your responsibility to ensure that any information which you provide to us is accurate, complete and up to date.**
10. **Any costs or expenses which you may incur other than in respect of those items specifically included in the DStv Thanks Rewards are for your own account. MultiChoice will not be responsible for any costs or expenses which you incur during and for purposes of you receiving the DStv Thanks Rewards.**
11. **We do not make any representations or give any warranties, whether expressly or implicitly, as to any DStv Thanks Rewards.**
12. **We and our affiliates will not be responsible for any harm, damage, loss or claim relating to the DStv Thanks Rewards or any changes to a DStv Thanks Rewards that may be made at any time.**
13. DStv Thanks Rewards are not transferable and may not be deferred, changed or exchanged for cash or any other item.
14. We may require you to provide us with such additional information and documentation as we may stipulate in order to process, confirm and facilitate your acceptance of the DStv Thanks Rewards. If you refuse to provide us with the requested information or documentation, the DStv Thanks Rewards will automatically lapse without further correspondence to you.
15. **We and our third party suppliers, as the case may be, reserve the right to vary, postpone, suspend or cancel the DStv Thanks Rewards, or any aspect thereof, without notice, at any time and for any reason which we deem necessary. In the event of such variation, postponement, suspension or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of the DStv Thanks Rewards and acknowledge that you will have no recourse against us, our affiliates and third party suppliers.**
16. **You agree that your participation in the DStv Thanks Rewards, and your acceptance of DStv Thanks Reward, or any aspect thereof, is at your own risk.**

17. **We and our affiliates will not be responsible, and disclaim all liability for any loss, liability, injury, expense or damage (whether direct, indirect, incidental, punitive or consequential) of any nature, whether arising from negligence or any other cause, which is suffered by you during your participation, or by any action taken by us or any of our affiliates in accordance with the terms and conditions.**
18. **You acknowledge that the acceptance of the DStv Thanks Rewards are subject to the proviso that all of these terms and conditions will apply to you.**
19. If you fail to comply with any of the terms and conditions, you will be automatically disqualified and the DStv Thanks Reward will automatically lapse.
20. For purposes hereof, "**affiliate**" means our partners, co-promoters and sponsors of the DStv Thanks Rewards, our subsidiaries, our and their subsidiaries and respective holding companies, the subsidiaries of their holding companies, and our and their directors, officers, employees, agents and representatives.
21. These terms and conditions will be construed, interpreted and enforced in accordance with the laws of contract and dispute resolution in the Territory.
22. MultiChoice's decision on any matter concerning the DStv Thanks Rewards and/or arising out of these terms and conditions is final and binding on you, and no correspondence will be entered into.