

TERMS AND CONDITIONS FOR ACCESS TO, AND USE OF, THE BOXOFFICE ONLINE SERVICE

(PLEASE NOTE IN PARTICULAR THE PARAGRAPHS IN THE TERMS AND CONDITIONS WHICH ARE IN RED AND BOLD, WHICH MIGHT LIMIT OUR RISK OR LIABILITY, REQUIRE YOU TO INDEMNIFY US OR TO ASSUME RISK AND LIABILITY FOR CERTAIN ISSUES, OR TO ACKNOWLEDGE CERTAIN FACTS)

Introduction

1. These terms and conditions set out the contractual basis upon which we will authorise you to access and use the BoxOffice Online Service on our Website and via a DStv Desktop Player ("BoxOffice Online Terms and Conditions").
2. The BoxOffice Online Service enables you to select and watch movies on a rental basis, as they are made available by us on the BoxOffice Online Service from time to time. You can either Download the Movies on the DStv Desktop Player or stream the movies from the Website.
3. The BoxOffice Online Service is available to all members of the public within the Republic of South Africa.
4. You will be required to accept these Terms and Conditions upon registration of the BoxOffice Online Service. By accessing and using the BoxOffice Online Service, you agree to be bound by the Terms and Conditions which are posted on the DStv Desktop Player and the Website at the time of such access and use, and as amended from time to time.
5. If you are a customer to the subscription service provided by MultiChoice ("MultiChoice Service"), these BoxOffice Online Terms and Conditions are in addition to the terms and conditions governing subscription to the MultiChoice Service ("Subscription Terms and Conditions") and the terms of use of our Website ("Website Terms and Conditions"). If there is a conflict between –
 1. these Terms and Conditions and the Subscription Terms and Conditions, then the provisions of the Subscription Terms and Conditions will prevail; or
 2. these Terms and Conditions and the Website Terms and Conditions, then the provisions of these Terms and Conditions will prevail.
6. Please note that you may be entitled to certain rights in terms of the provisions of any applicable laws ("the Applicable Laws"). For the avoidance of any doubt, no term or provision contained in these Terms and Conditions is to be interpreted or construed so as to directly or indirectly -
 1. exclude, limit, waive or deprive you of any rights which you may have in terms of the Applicable Laws;
 2. avoid any obligation or duty which we may have in terms of the Applicable Laws;
 3. set aside or override the effect of any applicable provision of the Applicable Laws; or
 4. authorise us to do anything that is unlawful in terms of the Applicable Laws or fail to do anything that is required in terms of the Applicable Laws.

Interpretation

7. In these Terms and Conditions -
 1. "Affiliate" in relation to MultiChoice means any person which is:
 1. controlled by MultiChoice;
 2. controls MultiChoice; or
 3. is under common control with MultiChoice;
 2. "BoxOffice Online Service" means the service provided by us whereby we make a selection of Movies available to you on the Website, which you may access for rental and viewing;

3. "CPA" means the Consumer Protection Act 68 of 2008, as amended from time to time;
4. "Download" means to transfer content (including Movies) onto your Equipment for subsequent access and use and "Downloaded" has a corresponding meaning;
5. "DStv Desktop Player" means the application determined by us which you are required to install on your Equipment in order to Download and/or watch the Movies;
6. "DStv Subscriber" means a person who requests, or who has authorised another person to request on his behalf, access to the MultiChoice Service and whose subscription is active and currently not in arrears;
7. "ECT Act" means the Electronic Communications and Transactions Act 25 of 2002, as amended from time to time;
8. "Equipment" means the computer and/or other device that you can use to access and use the BoxOffice Online Service via Internet Protocol delivery;
9. "Fee(s)" means the amount charged by us to rent a Movie;
10. "Movie" means audio-visual and other content owned or licensed by us and made available by us for your selection on the BoxOffice Online Service;
11. "MultiChoice Service" means the subscription-based broadcasting service comprising the bouquets and associated services, features, facilities and applications and any additional functionalities provided by us to DStv Customers in accordance with the Subscription Terms and Conditions;
12. "Systems" means the DStv Desktop Player and any other computer systems, software or applications which we may use or consider necessary for or associated with the provision of the BoxOffice Online Service;
13. "Terms and Conditions" means the BoxOffice Online Terms and Conditions set out herein, as amended from time to time;
14. "user" or "you" means a person who registers on the Website and who accesses and/or uses the BoxOffice Online Service;
15. "we", "our", "us" and "MultiChoice" has the meaning attributed to those terms in the Subscription Terms and Conditions. If you are not a DStv Subscriber, "we", "our", "us" and "MultiChoice" means MultiChoice Africa (Pty) Ltd;
16. "Website" means the website located at www.dstv.com/boxoffice and any other URL used by us to provide the BoxOffice Online Service from time to time.

Eligibility to access and use the BoxOffice Online Service

8. The BoxOffice Online Service is available to users who are in South Africa and who register for the BoxOffice Online Service on the Website in accordance with clauses 24 to 29 below.
9. We may take measures, including technological measures, to ensure that we provide the BoxOffice Online Service only to persons who meet the eligibility criteria in clause 8 above.

BoxOffice Online Service

10. The BoxOffice Online Service enables you to select and watch Movies on a rental basis, as they are made available by us on the DStv Desktop Player and the Website from time to time.
11. We may, in our sole discretion, select and determine the Movies that will be available for rental on the BoxOffice Online Service from time to time, taking into account a variety of factors, including our contractual agreements with our content providers.

12. Movies will be available on the BoxOffice Online Service for a period of time determined by us from time to time ("Availability Period"). The selection of Movies and their Availability Period will be set out on the Website.
13. You can Download a Movie onto the DStv Desktop Player during the Availability Period or stream it from the Website.
14. Once a Movie is Downloaded, you will have 30 days to watch it ("Accessibility Period"). Once you start watching the Movie during the Accessibility Period, you have 48 hours to complete watching it ("Viewing Period").
15. If you decide to stream the Movie, you also have a Viewing Period of 48 hours to complete watching it. You can watch a Movie that you have Downloaded or streamed as many times as you may decide during the Viewing Period.
16. You will not be able to cancel your entitlement to a Movie after it has been Downloaded onto your DStv Desktop Player or once the streaming commences.
17. At the end of the Viewing Period, the Movie will no longer be accessible for purposes of viewing, whether or not you have viewed the Movie in whole or in part, and regardless of whether you are viewing the particular Movie at the time. You will be required to complete another transaction in order to view the Movie for any additional Viewing Period, subject to the Availability Period.
18. You will not be able to rent or watch a Movie after the expiry of the Availability Period for such Movie.
19. Any query related to your ability to view a Movie should be raised with us during the Viewing Period for such Movie. We do not guarantee that we will be able to assist you with any viewing query following expiry of the applicable Viewing Period.

Minimum technical specifications

20. In order to access and use the BoxOffice Online Service, you must, at your own cost, meet our minimum technical specifications as set out on the Website from time to time.
21. Without limiting the generality of clause 20 above, you must, at your own cost –
 1. acquire access to, install and maintain the specified hardware (including the Equipment), applications and telecommunications facilities;
 2. install and maintain the DStv Desktop Player;
 3. obtain broadband Internet access from an Internet Service Provider;
 4. ensure that you have sufficient Download capacity available on your Equipment should you choose to Download the Movie;
 5. maintain the required hardware (including the Equipment), Systems, software, telecommunications facilities and Internet access services.
22. **We will not be responsible for -**
 1. **any failure or delay in the delivery of the movies; or**
 2. **any loss (including loss of data), damage (including damage to your hardware and your Equipment), costs or expenses suffered or incurred by you directly or indirectly as a result of your failure to properly install the hardware or software (including the DStv Player), or due to any incompatibility of your Equipment with the BoxOffice Online Service.**
23. **We will not be responsible for any loss, damage, costs or expenses suffered or incurred by you due to factors beyond our reasonable control including, without limitation, Internet congestion, slow Internet connectivity, the operation of "cookies", temporary Internet files, firewalls, proxy servers, pop up blockers or other files/software on your Equipment. It is your responsibility to manage your hardware**

to remove any impediments to the proper functioning of the BoxOffice Online Service. You are, however, cautioned against taking any steps which could render you and/or your hardware (including your Equipment) vulnerable to any risks including, without limitation, viruses or spam, and you do so at your own risk.

The sign up process

24. In order to access and use the BoxOffice Online Service, you must register by completing the electronic registration form provided on the Website.
25. When completing the electronic registration form, you will be required to -
 1. provide us with the information we require including, without limitation, your name, e-mail address, and if you are a DStv Subscriber, your DStv smartcard and/or DStv account number;
 2. create a username and password; and
 3. accept these Terms and Conditions.
26. It is your responsibility to ensure that you have provided us with accurate and complete information as stipulated in the electronic registration form or in any other request made by us. Your registration may be rejected if you do not complete all of the steps in the registration process set out in clause 25 above.
27. You are solely responsible for keeping all your registration and access details (including your username and password) private and secure in order to prevent unauthorised access to and use of the BoxOffice Online Service by third parties.
28. You must -
 1. ensure that your personal information which you provide to us during the registration process is always accurate, current and complete. You can change your personal details, including your username and password, at any time by logging on to the Website and accessing your user profile, or in any other manner which we make available from time to time; and
 2. inform us within 24 hours if you suspect or become aware that a third party has obtained access to your username and password, or if you suspect unauthorised use of the BoxOffice Online Service, your username and password.
- 29. You are solely responsible for any loss or damage suffered by you, us, our Affiliates, or any third parties as a result of a breach by you of clause 27.**
30. Once you have signed up, a BoxOffice Account and profile will be automatically created in your name.

Access to and use of the BoxOffice Online Service

31. You must enter your username and password every time you wish to access and use the BoxOffice Online Service, whether on the Website or on the DStv Desktop Player.
32. Once you have logged on you will be able to view a list of the Movies available at the time and the applicable Availability Periods.
33. During the Availability Period you may select Movies that you wish to rent and watch by way of Download to your DStv Desktop Player, or streaming from the Website.
34. It is your responsibility to satisfy yourself, prior to accessing a Movie on the BoxOffice Online Service, that the Movie meets your individual requirements.
- 35. Certain Movies which are available on the BoxOffice Online Service may be subject to age restrictions, contain strong language or other material which may offend sensitive viewers or be inappropriate for younger users. We will attempt to provide**

appropriate audience guidelines relating to the Movies. It is, however, your responsibility to heed those warnings and to act responsibly.

36. You must take all reasonable steps to prevent the viewing of Movies by children below the prescribed age restriction specified by us, our channel and content suppliers or by any applicable regulatory authority.

Payment for the BoxOffice Online Service

37. The Fee(s) for the BoxOffice Online Service is payable in addition to the subscription fee for the MultiChoice Service.
38. The Fee for each Movie will be stipulated on the Website and on the DStv Desktop Player. We retain the right to change the Fee at any time by notifying you of the new Fee on the Website.
39. You may pay for the BoxOffice Online Service by transferring funds into your BoxOffice Account using electronic fund transfer, cash or other available method. When you rent a Movie, we will deduct the Fee for that Movie from the money that has been paid into your BoxOffice Account.
40. You may pay for the BoxOffice Online Service via debit order if you are a DStv Subscriber and currently pay for your MultiChoice Service via a debit order. This debit order will be separate to your DStv subscription debit order. The debit order option will be set up for you automatically when your BoxOffice Account is created. You may use the debit order function by selecting BoxOffice Account as a payment method when renting a Movie.
41. You may also pay for the BoxOffice Service by credit card via the secure PayU payment gateway. We accept Visa or MasterCard credit cards. You can also top up your account via the BoxOffice website using your credit card.
42. You must pay for any data or other charges levied by any service provider in order for you to use the BoxOffice Online Service.

Permitted use of the BoxOffice Online Service

43. You may access and use the BoxOffice Online Service only for your individual private, non commercial use, and in accordance with these Terms and Conditions.
44. The Movies, Systems and all other materials or software which we make available to you on the BoxOffice Online Service are either owned by, or licensed to, us and/or our Affiliates, and are protected by intellectual property law.
45. You may not use the BoxOffice Online Service, or any aspect thereof, in any manner that constitutes a violation of any law (including intellectual property law, and including statutory law and the common law), or an infringement of our rights (including the intellectual property rights) or those of our Affiliates, our licensors or any third party.
46. You may not reproduce, modify, copy, transfer (to any person or onto any device, whether corporeal or incorporeal), perform, transmit, broadcast, upload or redistribute the Movies, whether for your personal use or commercial gain. For the avoidance of any doubt, you may view the Movies only on the Equipment onto which you have Downloaded the DStv Desktop Player.
47. In relation to any Systems which we provide to you, you may not -
 1. modify, disassemble, decompile or reverse engineer these Systems;
 2. sub-licence, distribute, rent, sell or otherwise transfer them to any third party;
 3. copy or reproduce the Systems; or

4. circumvent or disable any technology features or measures in the Systems.
48. You may not hack, reverse engineer, decompile, modify, tamper with or otherwise compromise the security of any digital rights management system or any other security or content protection systems used for or in relation to the provision of the BoxOffice Online Service.
49. You may not use the BoxOffice Online Service in any manner that causes it or any aspect thereof to be interrupted or damaged.
- 50. If you breach these Terms and Conditions, you will be responsible for any loss, damage and expense which we may suffer, or claims against us that arise directly or indirectly from, or in relation to your breach of these Terms and Conditions.**

Amendment and variation of the BoxOffice Online Service

51. We reserve the right, at any time, to -
 1. limit or deny access to the BoxOffice Online Service, or any aspect thereof, for any reason which we consider reasonably necessary for any purpose related to our business including, without limitation, in order to support the provision, operation, maintenance and security of the BoxOffice Online Service, or any aspect thereof, and for purposes of performing any upgrade, repair or maintenance services;
 2. change the BoxOffice Online Service, or any aspect thereof; or
 3. discontinue the BoxOffice Online Service.

Warranties, limitations of liability and indemnities

52. **Subject to the provisions of s43(5) and s43(6) of the ECT Act, if applicable, and to any applicable provisions of the CPA (if applicable) and to the full extent permitted by Applicable Law:**
 - 1. We make no representations and give no warranties, whether expressly or implicitly, as to the BoxOffice Online Service and specifically, but without limitation, make no representations and give no warranty -**
 - 1. that the BoxOffice Online Service will be tailored to meet your personal requirements or expectations; or**
 - 2. that the BoxOffice Online Service will be uninterrupted or error-free.**
 - 2. We 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 which is suffered by any person who accesses, uses or relies on the BoxOffice Online Service. Without limiting the generality of this clause, we will not be responsible for any loss, liability or damage of any nature incurred by whomever and resulting directly or indirectly from:**
 - 1. the inability to access or difficulty in accessing, the BoxOffice Online Service to the extent that such delay or failure results from causes beyond our reasonable control;**
 - 2. access to, use of, or reliance on Movies available on the BoxOffice Online Service;**
 - 3. our delay or failure to fulfil our obligations under these Terms and Conditions to the extent that such delay or failure results from causes beyond our reasonable control; or**

4. any negligent act or omission of ours or our consultants, agents or employees.

Support

53. Should you experience any difficulties with any aspect of the BoxOffice Online Service, you may contact us on the Contact Us page on www.dstv.com/boxoffice or by sending an e mail to boxoffice@dstvo.com or in any other manner indicated by us on the Website from time to time.

Disclosure in terms of s43 of the ECT Act

54. The disclosures which are required in terms of section 43 of the ECT Act can be found on the Website at <http://www.dstv.com/TermsAndConditions/>

Amendment of Terms and Conditions

55. We reserve the right, in our sole discretion, to amend any of the provisions of these Terms and Conditions from time to time. Each time you access the BoxOffice Online Service, you agree to be bound by the Terms and Conditions posted on the Website at the time. If we amend the Terms and Conditions, we will post the amended terms and conditions on the Website. The amended Terms and Conditions will become effective immediately once they are posted on the Website, and any subsequent use of the BoxOffice Online Service will be governed by the Terms and Conditions effective at the time of such access and use. You are advised to regularly check these Terms and Conditions for any amendments.

Termination of these Terms and Conditions

56. Your failure to comply with these Terms and Conditions constitutes a material breach of these Terms and Conditions.
57. If you become ineligible to access the BoxOffice Online Service, or breach these Terms and Conditions, we may, without prejudice to any other remedy we may have, terminate your ability to access the BoxOffice Online Service and remove all Movies stored on your DStv Desktop Player and may retain any amount paid for the Movies as damages. If, and to the extent that we are required by any Applicable Law, or if we otherwise consider it appropriate, we will notify you prior to exercising our rights in terms of this clause. If not, we may exercise our rights immediately.
58. You may cancel your Website registration in the manner provided on the Website at any time.

General

59. These Terms and Conditions, as amended from time to time, constitute the entire agreement between you and us in relation to its subject matter and supersede any previous agreements between you and us.

60. Any relaxation or indulgence which we may show to you at any time in regard to these Terms and Conditions are without prejudice to, and does not constitute a waiver of, any rights we may have, either in terms of these Terms and Conditions or any Applicable Law.
61. If any provision in these Terms and Conditions is found to be wholly or partly unenforceable or invalid for any reason, then these Terms and Conditions will be severable in respect of the provisions in question to the extent of their invalidity or unenforceability, and the remaining Terms and Conditions will remain in full force and effect.
62. Where these Terms and Conditions prohibit you from any conduct, you are also prohibited from attempting that conduct, or permitting, promoting, facilitating or condoning any other person doing so.
63. We may cede any of our rights and/or assign any of our obligations under these Terms and Conditions to any person.
64. You may not cede any of your rights and/or assign any of your obligations under these Terms and Conditions to any person.
65. These Terms and Conditions are subject to and will be interpreted, implemented and enforced in terms of the laws of South Africa.
66. You consent to the jurisdiction of the Magistrate's Court in respect of all proceedings arising out of or in connection with these Terms and Conditions. We may, in our discretion, institute any proceedings arising out of or pursuant to these Terms and Conditions in any Division of the High Court of South Africa having jurisdiction.
67. We choose the following address for the service of all notices and processes arising out of these terms and conditions: 251 Oak Avenue, Randburg, 2125, Gauteng, South Africa.