

STANDARD TERMS AND CONDITIONS FOR GOtv WOW

1. Introduction

- 1.1. The 'Pay continuously on time for 3 months on GOtv Plus and GOtv Max' GOtv Campaign for Kenya as set out herein ("**the Campaign**") is subject to, and must be read in conjunction with, the Standard Terms and Conditions for Campaigns applicable to the MultiChoice Africa Group, as may be amended from time to time.
- 1.2. For purposes of the Campaign information set out herein, the words set out below shall bear the following corresponding meanings:
 - 1.2.1. "**Payment Due Date**" means the date on which payment by a Subscriber for their Subscription is due, as indicated on the Subscriber's invoice (and before the Subscriber's Subscription is disconnected);
 - 1.2.2. "**Subscriber(s)**" means an active Subscriber to a Subscription;
 - 1.2.3. "**Subscription**" means a GOtv Plus or GOtv Max subscription; and
 - 1.2.4. "**Voucher Award**" means 1 (one) mobile airtime voucher (or a number of vouchers collectively) to the value of:
 - 1.2.4.1. for a Subscriber on a GOtv Plus Subscription, a mobile airtime voucher(s) to the value of 50Kes only; and
 - 1.2.4.2. for a Subscriber on a GOtv Max Subscription, a mobile airtime voucher(s) to the value of 200Kes only.

2. Campaign awards

- 2.1. The Campaign will be open to Subscribers who comply with all of the following requirements ("**Eligible Subscribers**"):
 - 2.1.1. Subscribers must make payment in full for their Subscription on or before the Payment Due Date, and such payment must reflect on GOtv's billing system on or before the Payment Due Date;
 - 2.1.2. the Subscriber's Subscription must not have been disconnected before the payment referred to in paragraph 2.1.1 above reflects on GOtv's billing system; and
 - 2.1.3. the Subscribers must reside in Kenya.

- 2.2. Eligible Subscribers will automatically qualify to receive 1 (one) Voucher Award each per month, subject to the following conditions:
 - 2.2.1. a Subscriber must have been continuously connected to the Subscription for the preceding 3 (three) months prior to becoming an Eligible Subscriber (without disconnection); and
 - 2.2.2. an Eligible Subscriber will only receive 1 (one) Voucher Award per month.
- 2.3. A Subscriber who becomes an Eligible Subscriber (in accordance with paragraph 2.1 above) and qualifies to receive a Voucher Award (in accordance with paragraph 2.2 above) will hereinafter be referred to as a **“Qualifying Subscriber”**.
- 2.4. Within 72 (seventy two) hours of the Qualifying Subscriber’s payment reflecting on GOtv’s billing system, Qualifying Subscribers will be notified via text message (by GOtv or its appointed third party vendor) that they have received a Voucher Award.
- 2.5. The Campaign will be effective from 4 February 2019 until such date as GOtv, in its sole discretion, may determine.
- 2.6. By accepting or receiving a Voucher Award from GOtv under the Campaign, GOtv Subscribers agree that the aforementioned Standard Terms and Conditions for Campaigns and the terms and conditions stated herein will apply to such Voucher Award.

3. General

- 3.1. The Voucher Awards will be awarded to the Qualifying Subscribers at no cost. The Voucher Awards are standard awards provided by GOtv.
- 3.2. The Voucher Awards will be awarded to the Qualifying Subscribers only and may not be transferred, deferred, changed or exchanged by any means.
- 3.3. The Voucher Awards will be awarded based on the information provided by the Qualifying Subscribers to GOtv. Each Qualifying Subscriber must ensure that his or her personal information is updated on GOtv’s systems. GOtv and/or its third party vendors may request the Qualifying Subscribers to provide additional information and documentation to process, confirm and facilitate the Voucher Awards being awarded. The failure by a Qualifying Subscriber to provide the requested information or documentation will result in him/her no longer qualifying to receive a Voucher Award.
- 3.4. Subscribers cannot hold GOtv or its affiliates liable for any delay in receiving a Voucher Award or for not receiving a Voucher Award at all, and Qualifying Subscribers and Subscribers waive

any rights which they may have against GOtv, its affiliates or third party vendors for failing to receive a Voucher Award.

- 3.5. GOtv, its affiliates and its third party vendors, as the case may be, reserve the right to vary, postpone, suspend or cancel the Campaign or any rewards offered in terms of the Campaign (including the issue and/or value of the Voucher Awards), without notice, at any time and for any reason which GOtv deem necessary.
- 3.6. Any decision which GOtv makes with regard to the Voucher Awards and/or the selection of the Qualifying Subscribers to receive a Voucher Award will be final and binding.
- 3.7. GOtv and/or its affiliates will not be liable and disclaims all liability for any harm, damage, loss or claim arising from the Voucher Awards and/or the Campaign.
- 3.8. These terms and conditions will be construed, interpreted and enforced in accordance with the laws of contract and dispute resolution in Kenya.
- 3.1. The terms and conditions applicable to the airtime voucher component of the GOtv WOW Rewards Programme in Kenya:
 - 3.1.1. will cease on 31 January 2019; and
 - 3.1.2. will be replaced by the Campaign terms and conditions set out herein with effect from 4 February 2019 (more specifically, GOtv Value subscribers will no longer be eligible to receive any airtime voucher awards under this Campaign or under the GOtv WOW Rewards Programme after 31 January 2019).
- 3.2. GOtv Lite subscribers are not eligible to receive any awards under this Campaign or any other awards under the GOtv WOW Rewards Programme.
- 3.3. For purposes hereof, "affiliate" means GOtv's partners, co-promoters and sponsors of the Campaign, GOtv's related companies, GOtv's subsidiaries, their subsidiaries and respective holding companies, the subsidiaries of their holding companies, and GOtv and their directors, officers, employees, agents and representatives.