STANDARD TERMS AND CONDITIONS FOR MULTICHOICE AFRICA GROUP PROMOTIONS (THE “PROMOTIONS”)

1. These are the standard terms and conditions for Promotions conducted by or in association with the MultiChoice Africa Group (“MultiChoice”).

2. Your acceptance of any offer made as part of any Promotion (the “Offer”) constitutes your binding acceptance of these terms and conditions.

3. Unless specifically stated otherwise in writing, the Promotion is not open to -

3.1. directors, members, partners, agents, employees or consultants of the Naspers Group of companies or any supplier of goods or services in connection with the Promotion; and

3.2. the spouse, life partner, business partner or associate, or the natural or adopted parent, child, or sibling, of any of the persons specified in 3.1 above.

4. Participants under the age of 18 must obtain permission from their parents or guardians before participating.

5. If you use a mobile phone to participate in the Promotion, the telephone calls / text messages you make will be charged at the prevailing rates, which may vary from time to time. “Free” minutes under a cell-phone contract do not apply.

6. It is your responsibility to ensure that your acceptance of any Offer is received by us prior to the expiry of the Promotion. Any acceptance which is not received by us prior to the expiry of the Promotion will not be eligible to benefit, regardless of the reason for the late receipt. We and our affiliates are not responsible for any acceptances which are not received by us, 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.
7. We and our affiliates are not responsible for any injury or damage to your or any other person’s computer, mobile telephone or other device used by you to participate in, or obtain any materials related to, the Promotion.

8. It is your responsibility to ensure that any information which you provide to us is accurate, complete and up to date.

9. Any costs or expenses which you may incur other than in respect of those items specifically included in an Offer are for your own account. MultiChoice will not be responsible for any costs or expenses which you incur during and for purposes of your participation in the Promotion.

10. We do not make any representations or give any warranties, whether expressly or implicitly, as to any Promotion.

11. We and our affiliates will not be responsible for any harm, damage, loss or claim relating to the Promotion or any changes to a Promotion that may be made at any time.

12. Offers are not transferable and may not be deferred, changed or exchanged for cash or any other item.

13. If you do not accept the Offer within the stipulated period, the Offer will automatically lapse without further notice to you.

14. You must possess whatever documents and permissions that may be required in order to accept an Offer, which documents and permissions it is your responsibility to obtain at your own cost, and which documents and permissions must remain valid in such form and for such minimum period as may be required by the relevant authorities.

15. 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 an Offer. If you refuse to provide us with the requested information or documentation, the Offer will automatically lapse without further correspondence to you.
16. We and our third party suppliers, as the case may be, reserve the right to vary, postpone, suspend or cancel the Promotion and any Offer, 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 Promotion and acknowledge that you will have no recourse against us, our affiliates and third party suppliers.

17. You agree that your participation in the Promotion, and your acceptance of an Offer, or any aspect thereof, is at your own risk.

18. 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.

19. You acknowledge that the acceptance of the Offer is subject to the proviso that all of these terms and conditions will apply to you.

20. If you fail to comply with any of the terms and conditions, you will be automatically disqualified and the Offer will automatically lapse.

21. For purposes hereof, "affiliate" means our partners, co-promoters and sponsors of this Promotion, 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.

22. These terms and conditions will be construed, interpreted and enforced in accordance with the laws of contract and dispute resolution in the United Kingdom.

23. MultiChoice’s decision on any matter concerning the Promotion and/or arising out of these terms and conditions is final and binding on you, and no correspondence will be entered into.