

## MULTICHOICE PROMOTIONS - TERMS AND CONDITIONS

**Please read the below Terms and Conditions carefully. By participating in these Promotions, you agree to comply with the Terms and Conditions set out below. If you do not agree with these Terms and Conditions, please do not participate in this Promotion.** Please refer to these websites for the most up to date Terms and Conditions: [www.dstvrewards.co.za](http://www.dstvrewards.co.za)

The MultiChoice Promotions (“Promotions”) is presented by MultiChoice (Pty) Limited. Registration number 1994/009083/07 and/or its agencies (“Organizer”). All Consumers during the time of these Promotions agree to be bound by the following Terms and Conditions:

**1. PROMOTION PERIOD:**

- The Promotion period shall commence and end on the date communicated to Consumers by MultiChoice or whilst stocks last, in the Republic of South Africa.
- The duration of the Promotion may be extended or shortened at the discretion of MultiChoice or the Organizer.

**2. ELIGIBILITY:**

- To enter all Consumers must meet the following requirements:
  - 2.1.1 Be at least 18 years or older and be a legal resident of the Republic of South Africa.
  - 2.1.2 Be a natural person and not a juristic person, which juristic person includes but is not limited to a Business to Business (B2B) partner of the Organizer, cross border partner or retail partner of the Organizer.

**3. PROMOTION ENTRY AND REDEMPTION:**

- To qualify for a reward the Consumer must do the following:
  - 3.1.1 Perform the desired action communicated by MultiChoice or the Organizer during the Promotion period.
  - 3.1.2 The qualifying Consumer will be sent communication with a link to a redemption platform as well as a unique pin code to login. This communication will be sent via MultiChoice App, email or SMS to access either an online redemption platform or to dial into a USSD string to redeem their reward.
  - 3.1.3 The unique pin code sent to the Consumer via the MultiChoice App, email or SMS will be valid for 1 month only from date of issue by MultiChoice or the Organizer.
  - 3.1.4 Once the Consumer has logged onto the online redemption platform or dialled into the USSD string provided, the Consumer will be presented with their reward.
  - 3.1.5 Certain Promotions will have a choice of rewards for the Consumer to select from and other Promotions will have one stand-alone reward available to the Consumer.
  - 3.1.6 Once a Consumer has selected their reward to be redeemed they can either SMS or Email this to themselves from the online redemption platform or if on USSD the reward will be SMSed to Consumer.

- 3..7. Once the reward is redeemed the Consumer cannot change their selection of reward if there was a choice on offer.
- 3..8. Instructions will be presented on where the Consumer can use their reward and how to use their reward when claiming their reward.

#### **4. IMPORTANT CONSIDERATIONS FOR PARTICIPATIONS IN THE PROMOTION**

- It is the Consumer's responsibility to ensure that they receive an SMS response within 48 (forty-eight) hours after redeeming their reward via SMS. In the event that no response is received, the Consumer is required to contact the Organizer on 087 071 0096. . If the Organizer has not received feedback, the Organizer will assume that the Consumer has received an SMS response. Any Consumer who has unsubscribed from receiving marketing SMS from the Organizer may not receive the SMS and it is the Consumer's responsibility to notify the Organizer on 087 071 0096. The Organizer will not be held responsible for response SMS's not received by Consumers.

#### **5. REWARDS (PARTNER VOUCHERS):**

- The Reward is provided at the sole discretion of the Organizer.
- The Reward is not transferable and may not be substituted or exchanged for cash or anything else.
- The Reward is governed by the Partner's Terms and Conditions
- The Reward validity period is defined by the Partner. Please check Partner Terms and Conditions for validity periods.

#### **6. GENERAL**

- In accordance with the confidentiality policies and practices of the Organizer, none of the entry details of any Consumer in this Promotion will be disclosed or used by the Organizer for any purposes other than for entry into the Promotion.
- Consumer's acknowledge and accept that the Organizer shall utilize a third party (the "Organizer's authorized agent/s") to contact the Consumer for queries or to arrange delivery of the Reward. In order to affect the contacting and delivery process, the Organizer's shall provide the Consumer's information to such third party.
- Information regarding the Promotion that is published on authorized advertising material will also form part of the Terms and Conditions of the Promotion.
- The Organizer may in its sole discretion amend these Terms and Conditions at any time, without notice, and such amendments shall be deemed to have taken effect from the date of publication of the revised Terms and Conditions on the Organizer's websites [www.dstvrewards.co.za](http://www.dstvrewards.co.za). The onus rests on the Consumer to constantly check the website for updates to the Terms and Conditions.
- If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Organizer, including but not limited to technical difficulties, unauthorized intervention or fraud, the

Organizer reserve the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Consumer; or (b) to modify, suspend, terminate or cancel the Promotion as appropriate, subject to the approval of relevant regulatory authorities.

- Save as permitted by Law, the Organizer reserves the right to cancel, suspend or terminate this Promotion, without notice at any time, and such cancellation or termination shall be deemed to have taken effect from the date of publication on the Organizer's website.
- No liability shall lie against the Organizer in favour of any Consumer, winner(s) and/ or third party arising from such cancellation, suspension or termination. Therefore, the Consumer waives his/her right which they may have against the Organizer and hereby acknowledge that they will have no right of recourse or claim of any nature whatsoever against the Organizer.
- This Promotion is governed by these Terms and Conditions, as well as those of the relevant authorized participating gyms and Partners, associated with this Promotion. Where there is a conflict between the Terms and Conditions of the Organizer and those of the authorized participating gyms and Partners, the Terms and Conditions of the Organizer shall prevail.
- The Organizer and its agencies reserve the right to correct any errors and omissions. These Terms and Conditions will supersede any errors or omissions on any publicly communicated documentation or marketing material.
- Any dispute or claim arising out of or in connection with the Promotion shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- The Organizer accepts no liability or responsibility, whether occasioned by any circumstance not foreseeable and not within its reasonable control for late or delayed delivery of the Reward owing to, but not limited to, stock unavailability, strike, lock out, destruction of products or the Reward on route by any means, any civil commotion or disorder, riot, threat of war, any action taken by governmental authority or public authority of any kind, fire, explosion, storm, flood, earth quake or other acts of God.
- If part or all of any clause of these Terms and Conditions is illegal, invalid or unenforceable:
  - 6..1. It will be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable, but if that is not possible;
  - 6..2. It will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will continue to have full force and effect.
- Any fraudulent behaviour will result in an immediate cancellation of the Consumer's submission, and the Organizer reserves any rights in law to pursue appropriate compensation and / or institute criminal proceedings. The Organizer reserves the right to investigate any Consumer's actions regarding any aspect of the Reward and the redemption thereof.

## **7. LIMITATION OF LIABILITY**

- Except to the fullest extent permitted by relevant laws, MultiChoice shall not be liable for:

- 7..1. Loss of business, profits, revenue, anticipated savings, (even where the same arise directly from a breach of these conditions);
- 7..2. special, direct, indirect or consequential losses, even if foreseeable by or in the contemplation of MultiChoice; or
- 7..3. any claim made against Consumers by any other person; and
- 7..4. Except as expressly stated herein all conditions and warranties, implied statutory or otherwise, and are hereby excluded to the maximum extent permitted by law.

**8. CONSUMER PROTECTION ACT**

- To the extent that the Terms and Conditions or any goods or services provided under the Terms and Conditions are governed by the Consumer Protection Act, 2908 (the "Consumer Protection Act"), no provision of the Terms and Conditions are intended to contravene the applicable provisions of the Consumer Protection Act, and therefore all provisions of the Terms and Conditions must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.