#### **DStv Rewards ProgrammeTerms and Conditions**

("DStv Rewards Terms and Conditions")

#### DStv Rewards in a nutshell

- DStv Rewards is a free of charge rewards programme for residential DStv Customers in South Africa only.
- It offers DStv Rewards such as, but not limited to, vouchers, exclusive access to VIP events, early-bird access to tickets, package upgrades, discount offers, and the chance to earn DStv Coins (a virtual currency exclusive to DStv Rewards).
- Customers become a Rewards Member by subscribing to DStv, and can choose to opt-out of DStv Rewards by clicking here, and/or using the MyDStv App, and/or the DStv self-service accessible via the dstv.com Website and/or WhatsApp (060 060 3788).
- Different Rewards Levels determine the DStv Rewards available to each Rewards Member.

# Introduction

- These Terms and Conditions govern the DStv Rewards Programme ("DStv Rewards");, set out the contractual basis upon which MultiChoice offers DStv Rewards and provide for how DStv Customers ("Rewards Member/s") can earn a virtual currency exclusive to DStv Rewards ("DStv Coins"), and constitutes an agreement between MultiChoice and the Rewards Member.
- These DStv Rewards Terms and Conditions (including rules as published from time to time by us on our Website) shall be read with the Subscription Terms and Conditions; Websites and Applications Websites Terms of Use; DStv Extra Stream Terms and Conditions, (as applicable); and our <a href="Privacy Notice">Privacy Notice</a> which are available on our Website.
- 3 MultiChoice reserves the right to determine which third parties, it will contract or enter into partnerships with relating to DStv Rewards for the delivery of benefits to Rewards Members ("Rewards Partners"), and the form in which the DStv Rewards will be delivered to Rewards Members, which can be in the form of, but not limited to, discount vouchers, exclusive rewards or benefits.
- 4 MultiChoice complies with provisions of the Consumer Protection Act, 2008 ("CPA") and the Protection of Personal Information Act, 2013 ("POPIA"). Should you have any queries or complaints, you may contact us on <a href="https://hep-nelated.co.za">help@dstv.com</a> for CPA-related queries or log your query/request <a href="https://hep-nelated.co.za">here</a> or contact us at <a href="https://hep-nelated.co.za">DPO@multichoice.co.za</a> for POPIA related queries.
- We may, subject to applicable legislation and our <u>Privacy Notice</u>, and your request to be opted-out of direct marketing, send direct marketing messages to you. You may opt-out from receiving these messages by submitting a request to <u>DPO@MultiChoice.co.za</u>, or by amending your marketing preferences on MyDStv App, or selecting the unsubscribe link in the communication you receive.
- 6 MultiChoice and/or their Rewards Partners will not be liable for and disclaim all liability for any harm, damage, loss or claim arising from participation (including the claiming and using of available Rewards) in DStv Rewards.
- MultiChoice and their Reward Partners reserve the right to, without notice, withdraw, postpone, amend or suspend any DStv Rewards at any time and for any reason which MultiChoice and their Reward Partners may deem necessary.
- 8 MultiChoice reserves the right, without notice, to change or terminate the DStv Rewards Programme, any DStv Rewards or any aspect related to DStv Coins at any time.
- 9 MultiChoice's decisions on any matter concerning DStv Rewards are, subject to applicable legislation, final and binding.
- 10 If there is a conflict between any of these Terms and Conditions and any other applicable Terms and Conditions, these terms and conditions will prevail as they related to DStv Rewards.
- Unless these DStv Rewards Terms and Conditions otherwise provide, terms used in these Terms and Conditions will have the same meaning as the DStv Subscription Terms and Conditions accessible at <a href="https://www.dstv.com">www.dstv.com</a>.

# Eligibility

12 MultiChoice may at its sole discretion, determine the criteria for what constitutes a Rewards Member. You are eligible to become a Rewards' Member if:

- 12.1 You are a natural person, over the age of 18 years old, who has subscribed to, and has an **active or inactive subscription**, with a residential (for private use) Subscription Agreement in South Africa only; and/or
- 12.2 You are the account payer; and/or
- 12.3 You have registered for a MultiChoice ID or you have a MultiChoice created MultiChoice ID in terms of the Websites and Applications Terms of Use; and/or
- 12.4 We have your correct contact details and personal information. You can check and update these details using DStv self-service.
- MultiChoice may, its sole discretion provide DStv Rewards to its Customers in terms of these DStv Rewards Terms and Conditions.

  Rewards Members have the right to opt-out of DStv Rewards at any time, by clicking <a href="here">here</a>, or unsubscribing on MyDStv App.

  Opting out will result in forfeiture of all your active DStv Rewards and DStv Coins.
- 14 MultiChoice reserves the right to disqualify any Rewards' Member whose account has been flagged for unlawful, and/or fraudulent activity or fraud linked to DStv Rewards, and/or the Services contracted for under the Subscription Agreement.
- 15 You will no longer be eligible to earn DStv Rewards and/or DStv Coins when there are no active subscriptions to Services contracted under the Subscription Agreement, or related services. If you reconnect to DStv (and settle your account) you can continue as a Rewards' Member, however, may not have access to the same rewards as when you disconnected.

#### **Reward Levels**

- 16 A Reward Level is assigned to each Rewards' Member, with the Reward Level based on, but not limited to, the DStv Package subscription(s), how long they have been with DStv, usage of DStv Products and Services, and payment history.
- 17 Changes to any of the factors determining the Reward Level, may result in a move to a different Reward Level.
- 18 Disconnection of the Service may result in a change to the Reward Level, available DStv Rewards and/or balance of DStv Coins.
- 19 Reward Levels and factors which determine Reward Levels are subject to change without notice, at the discretion sole of MultiChoice.

# Using DStv Rewards

- 20 Reward Members can view their DStv Rewards and check their Rewards Level by logging onto our Websites and Applications, such as, but not limited to, MyDStv Application.
- 21 Each DStv Reward has its own individual rules, which specify expiry dates, rules for redemption as well as allocation of DStv Coins which can be earned (where available). These rules are available on our Websites and/or Applications.
- 22 Claiming a DStv Reward, constitutes your binding acceptance of these DStv Rewards Terms and Conditions, and individual rules associated with that DStv Reward, including Terms and Conditions of Reward Partners.
- 23 Acceptance of a DStv Reward may require a particular action or for you to provide us with additional documentation or information. Failure to complete the action or provide the additional documentation or information required will result in forfeiture of the DStv Reward.
- 24 Your current Package determines how you earn and accumulate DStv Rewards and/or DStv Coins, not the Packages or Services you may access through a DStv Reward. For example, if you have DStv Compact, and receive an upgrade to DStv Premium as a reward, you will continue to get DStv Rewards and/or DStv Coins based on DStv Compact.
- 25 Reward Members may not:
  - 25.1 defer or transfer a DStv Reward and/or DStv Coin to a later date;
  - 25.2 transfer a DStv Reward;
  - 25.3 exchange a DStv Reward and/or DStv Coin for cash;
  - 25.4 split or share DStv Rewards and/or DStv Coins across multiple DStv accounts; and
  - 25.5 sell or barter DStv Rewards and/or DStv Coins.

- 26 MultiChoice will provide a 12-month record of all rewards, listing both expired and claimed rewards at your request.
- 28 It is the responsibility of the Rewards Member to remain updated on available DStv Rewards and MultiChoice will take no responsibility or offer replacement DStv Rewards should a Rewards Member not become aware of or take up a DStv Reward before the expiry date of such applicable DStv Reward.

### **Using DStv Coins**

- 29 DStv Rewards includes the ability to earn DStv Coins (a virtual currency exclusive to the DStv Rewards Programme).
- 30 MultiChoice provide Rewards Members with a store in the MyDStv App where DStv Coins can be used on available items.
- 31 The allocation of DStv Coins required for each item, as well as the availability of these items will be determined, at its sole discretion, by MultiChoice and is subject to change from time to time without notice.

## Acceptance and Place of Agreement, Commencement and Duration

- 32 You are deemed to accept this agreement in line with and clauses 4 of the Subscription Terms and Conditions, as well as each time you utilise or redeem a DStv Reward(s).
- 33 This agreement is deemed to have been concluded from the commencement date of your Subscription Agreement, and shall terminate on the date you opt-out of DStv Rewards, or cancel your Subscription Agreement.

# Processing of Your Information and Personal Information

- 34 By continuing to participate in DStv Rewards, you approve of and consent to MultiChoice to processing your information and Personal Information, and sharing necessary information with Rewards Partners, and service providers to allow for the delivery of DStv Rewards, and relating to the offering of and management of DStv Rewards.
- 35 The processing of your personal information is processed in line with our Privacy Notice available on our Website.

# **Deceased Estates**

In the event of being notified of the death of an eligible Rewards Member who is on the DStv Rewards Programme, the Rewards membership and all earned DStv rewards and/or DStv Coins will immediately lapse.

# Amending these Terms and Conditions

- 37 You agree that we may at our sole discretion, from time to time, vary or discontinue the DStv Rewards Programme and amend these DStv Rewards Terms and Conditions, and we will notify you using and we will communicate these changes to you.
- 38 Such a change will not affect our or your rights and obligations in respect of a transaction or Subscription Agreement between us which is already complete at the time of such change.
- 39 If you do not agree with any these DStv Rewards Terms and Conditions, or any amendments made thereto, you have the right to opt-out of DStv Rewards in terms of clause 13 above.

### Contacting Us

40 If you need any assistance relating to the DStv Rewards, contact MultiChoice in any manner indicated by MultiChoice on their websites from time to time.

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