

TERMS AND CONDITIONS FOR BoxOffice Rentals on a PVR

1. These terms and conditions set out the contractual basis upon which we will authorise you, as a DStv subscriber with a PVR decoder with activated PVR Functionality, to access and use the BoxOffice Service via your PVR Decoder or all other parties to access and use the BoxOffice Service using your PVR Decoder ("BoxOffice Rentals on a PVR Terms and Conditions").
2. By accessing and/or using the BoxOffice Service and subject to clause 22, you agree that you have read, understood and agree to be bound by the BoxOffice Rentals on a PVR Terms and Conditions applicable at the time of such access and/or use, and as amended from time to time. If you do not wish to be bound by these Terms and Conditions, you may not access or use the BoxOffice Service.
3. The BoxOffice Rentals on a PVR Terms and Conditions are in addition to the MultiChoice Subscription Terms and Conditions governing subscription to the MultiChoice Service by individuals for their private use applicable to the territory in which they have subscribed ("the Subscription Terms and Conditions"). A full copy of the Subscription Terms and Conditions is freely available to you on the website (on www.dstv.com) or on request to us at any time. If there is a conflict between the BoxOffice Rentals on a PVR Terms and Conditions and the Subscription Terms and Conditions, then the provisions of the Subscription Terms and Conditions will prevail.
4. Please pay particular attention to the provisions indicated by *** which may contain your acknowledgement of certain facts, waivers and disclaimers.

Interpretation

5. In these Terms and Conditions:
 - 5.1 "BoxOffice Service" means the service provided by us whereby we make a selection of Movie Titles available to you on your PVR Decoder from which selection you may select and access Movie Titles for viewing at a time selected by you;
 - 5.2 "Package" means a package of audiovisual, audio and/or data materials provided by us on the MultiChoice Service in accordance with the Subscription Terms and Conditions;
 - 5.3 "DStv Subscriber" means a person who subscribes to a package and whose subscription is active;
 - 5.4 "Fee(s)" means the fee charged by us to rent a Movie Title;
 - 5.5 "Movie Title(s)" means audiovisual and other content owned or licensed by us and made available by us for your selection on the BoxOffice Service;
 - 5.6 "MultiChoice Service" means the MultiChoice subscription broadcasting service comprising the Package(s) selected by you and the associated services, features, facilities and applications, and any additional functionalities selected by you, provided by us in accordance with the Subscription Terms and Conditions;
 - 5.7 "PVR Decoder" means a decoder, which complies with our specifications from time to time, with PVR Functionality;
 - 5.8 "PVR Functionality" includes the function of time-shifting, buffer, copying, memory, replay and any other similar functionality of the PVR Decoder introduced from time to time;

5.9 "Subscription Terms and Conditions" means the terms and conditions governing subscription to the MultiChoice Service by you for your private use which is applicable to the territory in which you have subscribed; and

5.10 "we", "our", "us" and "MultiChoice" has the meaning attributed to those terms in the Subscription Terms and Conditions.

6. Terms that are not defined in these Terms and Conditions will bear the meanings assigned to them in the Subscription Terms and Conditions.

The BoxOffice Service

7. The BoxOffice Service is available to DStv Subscribers with PVR Decoders with activated PVR functionality. The service is intended for private, non-commercial viewing at a DStv Subscriber's residential address.

8. The BoxOffice Service enables you to select and view Movie Titles on a rental basis, as they are made available by us on the BoxOffice Service from time to time.

9. We may, in our sole discretion, select and determine the Movie Titles which will be available for rental on the BoxOffice Service from time to time, taking into account a variety of factors, including our contractual agreements with our content providers.

10. Movie Titles will be available on the BoxOffice Service for a period of time determined by us from time to time ("Availability Period").

11. The selection of Movie Titles and their Availability Period will be set out on your PVR Decoder.

12. You must access the BoxOffice screen via your PVR Decoder in order to select a Movie Title.

13. During the Availability Period, a Movie Title will be available for a maximum of 48 hours after an entitlement instruction has been sent by us to your PVR Decoder authorising the viewing of the Movie Title ("Viewing Period").

14. Once you have been authorised to view a Movie Title in accordance with these Terms and Conditions, you will be able to view that Movie Title any number of times as you may decide within the Viewing Period. You will not be able to cancel your entitlement to a Movie Title after we have authorised you to view it.

15. At the end of the Viewing Period, the Movie Title will no longer be accessible for purpose of viewing, whether or not you have viewed the Movie Title in whole or in part. You will be required to complete another rental transaction in order to view the Movie Title for any additional Viewing Period, subject to the Availability Period.

16. Upon the expiry of the Availability Period, the Movie Title(s) will be deleted from your PVR Decoder. Once deleted, the Movie Title(s) will no longer be made available to you to rent on the BoxOffice Service on your PVR.

17. Certain movies made available by us may contain content subject to age restrictions, strong language or other material which may offend sensitive users or which may be inappropriate for younger users. In this regard, we will attempt to provide appropriate audience guidelines relating to the Movie Title but we assume no responsibility whatsoever for the implementation of those audience guidelines.

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

The Sign-Up Process

19. The BoxOffice Service is automatically activated when a DStv Subscriber has active PVR Functionality.
20. Once the BoxOffice Service is activated, you may register 3 additional cellphone numbers under your BoxOffice profile by calling the MultiChoice Call Centre.
*** If any of the cellphone numbers that are registered belong to a person who is below the age of 18, you acknowledge that you are the parent/legal guardian of such person and agree that such person will be bound by these Terms and Conditions, read together with the Subscription Terms and Conditions.
21. If you are not a DStv Subscriber, you may access the BoxOffice Service if a subscriber registers your cellphone number under his/her BoxOffice profile for the BoxOffice Service to be accessed on his/her PVR Decoder.
22. Upon selection of the Movie Title, you will be required to accept these Terms and Conditions (as amended from time to time) before proceeding with the rental of each Movie Title.

Payment for the BoxOffice Service

23. The Fee(s) for the BoxOffice Service is payable in addition to the subscription fee(s) for the MultiChoice Service.
24. Flexible payment options have been made available to rent and use BoxOffice. These payment options may differ per territory.
25. If you pay your Movie Title rental by way of your DStv Account, we will add the amount of the rental to your DStv Account and once a month, the total fees for all Movie Titles watched by you and any people registered under your BoxOffice profile during the preceding month will be due, in addition to the fees payable by you (in advance) for the MultiChoice Service in accordance with the Subscription Terms and Conditions.
26. You may also pay for the BoxOffice Service by mobile payment. This includes payment by Visa or Mastercard credit cards, MasterPass or i-Pay. If you choose the Mobile payment option, you will receive an SMS with a link to proceed with the payment from your cellphone handset (available only on a web enabled mobile).