

DSTV SUBSCRIPTION

NAME OF OCCUPANT(S): _____

IDENTITY NUMBER(S): _____

UNIT: _____, **EVERGREEN** _____

WHEREAS Evergreen Lifestyle Villages (Pty) Ltd ("Evergreen") currently subscribes to DSTV, being the digital satellite television service operated by MultiChoice Africa (Pty) Ltd, Registration Number 1994/009083/07;

AND WHEREAS Evergreen provides its Occupants with an option to subscribe to DSTV through Evergreen's current subscription, at a discounted rate;

AND WHEREAS the undersigned Occupant(s) is/are desirous of subscribing to DSTV through Evergreen's current subscription;

AND WHEREAS this Agreement constitutes the sole record of the Occupant(s) DSTV subscription through Evergreen and replaces and supercedes all prior oral and/or written subscriptions of a similar nature by the Occupant(s) through Evergreen.

NOW THEREFORE IT IS RECORDED AS FOLLOWS:

1. PACKAGE OPTIONS

1.1. Please tick one of the following available package options (which are more fully detailed in Annexure A):

STAY BASIC Package at the rate of **R255.00 (two hundred and fifty five rand)** per month;

OR

STAY ESSENTIAL Package at the rate of **R375.00 (three hundred and seventy five rand)** per month;

OR

STAY ULTRA Package at the rate of **R519.00 (five hundred and nineteen rand)** per month;

AND (OPTIONAL):

PVR FUNCTIONALITY at the rate of **R95.00 (ninety five rand)** per decoder per month. It is for the Occupant(s) to ensure that, when choosing this option, he/she/they have the correct DSTV decoder and/or other relevant equipment (where applicable) to receive this functionality

1.2. **The abovementioned packages and/or channels detailed in Annexure A may change from time to time or be terminated as determined by MultiChoice in their sole discretion.**

1.3. **The abovementioned pricing is valid as at 01 April 2019 and will escalate on 01 April each year, or on such other date which may be determined by MultiChoice from time to time, at the rate determined by MultiChoice in their sole discretion.**

2. CONDITIONS OF SUBSCRIPTION

- 2.1. By your signature hereto, you accept and agree to be bound by the standard terms and conditions of DSTV (which is available at www.dstv.com) as well as the provisions of this Subscription Agreement.
- 2.2. The package options envisaged in clause 1 above are only available to Occupants who:
 - 2.2.1. own an approved DSTV decoder;
 - 2.2.2. are in possession of a valid DSTV Smartcard; and
 - 2.2.3. pay their accounts with Evergreen by means of debit order.

3. DURATION OF SUBSCRIPTION

- 3.1. **The subscription shall continue for a fixed period of 12 (twelve) calendar months. Upon expiry of the initial 12 (twelve) month period the subscription shall continue on a month-to-month basis until such time as either Evergreen or the Occupant(s) terminates it by giving the other of them at least 1 (one) calendar month's written notice to that effect**
- 3.2. This Agreement will automatically terminate:
 - 3.2.1. in the event Multichoice ceases to render DSTV service; or
 - 3.2.2. at the end of the month in which the Occupant's Life Right Agreement terminates.

4. INVOICING AND PAYMENT

- 4.1. Your subscription fee will be invoiced monthly in advance and will be added to your levy statement, which will be sent to you by the 15th (fifteenth) day of each month.
- 4.2. Payment of your monthly subscription fee:
 - 4.2.1. is due by no later than the first day of each month; and
 - 4.2.2. will be made by way of debit order, without deduction or set off and free of exchange and bank charges.
- 4.3. **By signing this Subscription Agreement you authorise Evergreen to debit your bank account each month with the total subscription fee for your chosen DSTV package.**
- 4.4. It is specifically recorded that due to the nature of Evergreen's subscription to DSTV, **Evergreen requires a double payment in the first month of your subscription.** Accordingly, for the first month of your subscription, your bank account will be debited in an amount which equals twice the monthly subscription fee recorded in clause 1 above. For the sake of clarity it is recorded that the purpose of the double payment in the first month of your subscription is to ensure that an additional month's subscription fee is available as a buffer.

4.5. Should Evergreen for any reason not receive timeous payment of your subscription fees, Evergreen, without prejudice to any of its rights set out in this Subscription Agreement or in law, will be entitled to suspend your access to your chosen DSTV package until such time as full payment has been received.

5. SERVICE AVAILABILITY AND QUALITY

5.1. Evergreen will use reasonable endeavours to keep your DSTV package available and accessible at all times, but provides no guarantee as to the availability or any warranty as to the viewing quality thereof.

5.2. You understand that High Definition (HD) channels are only available on HD decoders and HD compatible television sets.

6. LIMITATION OF LIABILITY

6.1. Save for the gross negligence or wilful misconduct on the part of Evergreen, Evergreen will not accept liability for any form of loss or damage suffered by you as a result of the subscription, the quality thereof and/or the non-availability/non-accessibility of your chosen package.

7. BREACH

7.1. Should your monthly subscription fees due in terms hereof not be paid on the due date thereof, or should you commit a breach of any other provision of this Subscription Agreement and fail to rectify such breach after 7 (seven) days' written notice has been given to you requiring you to remedy such breach, then Evergreen shall be entitled either:

7.1.1. to claim specific performance of the terms of this Subscription Agreement; or

7.1.2. to cancel this Subscription Agreement, terminate your access to your chosen DSTV package and retain all monies paid by you under this Subscription Agreement as liquidated damages.

8. SUBSCRIPTION DETAILS

8.1. Decoder's serial number: _____

8.2. Smart card number: _____

8.3. Subscription Start Date: _____

By your signature hereto, you acknowledge that you have read the contents of this Subscription Agreement and that you fully understand all the terms and conditions thereof.

THUS SIGNED by the Occupant(s) at _____ on _____

OCCUPANT 1

OCCUPANT 2

ANNEXURE A

CHANNEL LISTS

• **STAY BASIC**

<p>General Entertainment 101 - M-Net (HD) 115 - M-Net City (HD) 131 - Lifetime 144 - kykNET (HD) 161 - Mzansi Magic (HD) 166 - Zee World 901 - M-Net Plus 1 (HD)</p> <p>Movies 105 - M-Net Movies Smile (HD) 106 - M-Net Movies Action+ (HD) 111 - M-Net Movies Stars (HD) 138 - eMovies+ (HD) 140 - eMovies Extra (HD) 152 - AfricaMagic Epic Movies</p> <p>Documentary 171 - Discovery ID (HD) 180 - Weather 24</p> <p>Lifestyle 179 - Travel Channel</p> <p>Sport 200 - SuperSport Blitz (HD) 203 - SuperSport 3 (HD) 204 - SuperSport 4 (HD) 206 - SuperSport 6 (HD) 207 - SuperSport 7 (HD) 209 - SuperSport 9 (HD) 210 - SuperSport 10 (HD) 235 - SuperSport Maximo (HD) 240 - Ginx (HD)</p> <p>Free-To-Air Channels 191 - SABC 1 (HD) 192 - SABC 2 (HD) 193 - SABC 3 (HD) 194 - eTV (HD)</p>	<p>Community Channels 251 - Soweto TV 260 - Bay TV 261 - 1 KZN 262 - Tswane TV 263 - Cape Town TV 265 - Gau TV 292 - Lesotho TV</p> <p>Children 301 - Cartoon Network 302 - Boomerang 306 - Cbeebies 311 - eToonz</p> <p>Music 323 - VH1 Classic</p> <p>Religion 331 - One Gospel 340 - Dumisa 341 - Faith (prev TBN) 342 - DayStar 343 - TBN Africa (prev Rhema) 347 - iTV 390 - Emmanuel TV</p> <p>News & Commerce 402 - Sky News 403 - eNews Channel Africa 404 - SABC News 406 - Al Jazeera 407 - Russia Today</p> <p>Radio Channels All Dstv radio channels are included</p>
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INITIAL HERE:

• **STAY ESSENTIAL**

<p>General Entertainment 101 - M-Net (HD) 103 - 1Magic (HD) 108 - Sundance TV (HD) 115 - M-Net City (HD) 121 - Discovery Channel (HD) 123 - iTV Choice (HD) 125 - FOX (HD) 131 - Lifetime 136 - Discovery Family (HD) 144 - kykNET (HD) 161 - Mzansi Magic (HD) 166 - Zee World 901 - M-Net Plus 1 (HD)</p> <p>Movies 104 - M-Net Movies Premiere (HD) 105 - M-Net Movies Smile (HD) 106 - M-Net Movies Action+ (HD) 111 - M-Net Movies Stars (HD) 114 - Zee BollyMovies 138 - eMovies+ (HD) 140 - eMovies Extra (HD) 152 - AfricaMagic Epic Movies</p> <p>Documentary 171 - Discovery ID (HD) 180 - Weather 24 181 - National Geographic 186 - History (HD)</p> <p>Lifestyle 174 - BBC Lifestyle 175 - Food Network (HD) 179 - Travel Channel</p> <p>Sport 200 - SuperSport Blitz (HD) 201 - SuperSport 1 (HD)</p>	<p>202 - SuperSport 2 (HD) 203 - SuperSport 3 (HD) 204 - SuperSport 4 (HD) 205 - SuperSport 5 (HD) 206 - SuperSport 6 (HD) 207 - SuperSport 7 (HD) 208 - SuperSport 8 (HD) 209 - SuperSport 9 (HD) 210 - SuperSport 10 (HD) 211 - SuperSport 11 (HD) 212 - SuperSport 12 (HD) 235 - SuperSport Maximo (HD) 240 - Ginx (HD)</p> <p>Free-To-Air Channels 191 - SABC 1 (HD) 192 - SABC 2 (HD) 193 - SABC 3 (HD) 194 - eTV (HD)</p> <p>Community Channels 251 - Soweto TV 260 - Bay TV 261 - 1 KZN 262 - Tswane TV 263 - Cape Town TV 265 - Gau TV 292 - Lesotho TV</p> <p>Children 301 - Cartoon Network 302 - Boomerang 305 - Nickelodeon 306 - Cbeebies 309 - Disney Junior 311 - eToonz</p>	<p>Music 323 - VH1 Classic 325 - TRACE Urban (HD)</p> <p>Religion 331 - One Gospel 340 - Dumisa 341 - Faith (prev TBN) 342 - DayStar 343 - TBN Africa (prev Rhema) 347 - iTV 390 - Emmanuel TV</p> <p>News & Commerce 401 - CNN International (HD) 402 - Sky News 403 - eNews Channel Africa 404 - SABC News 406 - Al Jazeera 407 - Russia Today 409 - CGTN News 410 - CNBC Africa 411 - Bloomberg</p> <p>Specialist Channels 431 - BVN (Dutch) 435 - RTPi (Portuguese) 437 - TV5 Monde Afrique (French) 447 - CCTV 4 (Chinese) 515 - TV Record (Portuguese)</p> <p>Radio Channels All Dstv radio channels are included</p>
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• **STAY ULTRA**

<p>General Entertainment 101 - M-Net (HD) 103 - 1Magic (HD) 108 - Sundance TV (HD) 115 - M-Net City (HD) 119 - BBC First (HD) 120 - BBC Brit (HD) 121 - Discovery Channel (HD) 122 - Comedy Central 123 - iTV Choice (HD) 124 - E! Entertainment (HD) 125 - FOX (HD) 131 - Lifetime 132 - CBS Reality 135 - TLC Entertainment (HD) 136 - Discovery Family (HD) 144 - kykNET (HD) 161 - Mzansi Magic (HD) 166 - Zee World 901 - M-Net Plus 1 (HD)</p> <p>Movies 104 - M-Net Movies Premiere (HD) 105 - M-Net Movies Smile (HD) 106 - M-Net Movies Action+ (HD) 109 - M-Net Movies Pop Up (HD) 111 - M-Net Movies Stars (HD) 114 - Zee BollyMovies 138 - eMovies+ (HD) 140 - eMovies Extra (HD) 152 - AfricaMagic Epic Movies</p> <p>Documentary 170 - Crime + Investigation (HD) 171 - Discovery ID (HD) 180 - Weather 24 181 - National Geographic 182 - Nat Geo Wild 184 - BBC Earth (HD) 186 - History (HD)</p> <p>Lifestyle 174 - BBC Lifestyle 175 - Food Network (HD) 179 - Travel Channel</p>	<p>Sport 200 - SuperSport Blitz (HD) 201 - SuperSport 1 (HD) 202 - SuperSport 2 (HD) 203 - SuperSport 3 (HD) 204 - SuperSport 4 (HD) 205 - SuperSport 5 (HD) 206 - SuperSport 6 (HD) 207 - SuperSport 7 (HD) 208 - SuperSport 8 (HD) 209 - SuperSport 9 (HD) 210 - SuperSport 10 (HD) 211 - SuperSport 11 (HD) 212 - SuperSport 12 (HD) 235 - SuperSport Maximo (HD) 240 - Ginx (HD)</p> <p>Free-To-Air Channels 191 - SABC 1 (HD) 192 - SABC 2 (HD) 193 - SABC 3 (HD) 194 - eTV (HD)</p> <p>Community Channels 251 - Soweto TV 260 - Bay TV 261 - 1 KZN 262 - Tswane TV 263 - Cape Town TV 265 - Gau TV 292 - Lesotho TV</p> <p>Children 301 - Cartoon Network 302 - Boomerang 303 - Disney Channel 305 - Nickelodeon 306 - Cbeebies 308 - NickTOONS 309 - Disney Junior 311 - eToonz</p> <p>Music 323 - VH1 Classic 325 - TRACE Urban (HD)</p>	<p>Religion 331 - One Gospel 340 - Dumisa 341 - Faith (prev TBN) 342 - DayStar 343 - TBN Africa (prev Rhema) 347 - iTV 390 - Emmanuel TV</p> <p>News & Commerce 400 - BBC World News 401 - CNN International (HD) 402 - Sky News 403 - eNews Channel Africa 404 - SABC News 406 - Al Jazeera 407 - Russia Today 409 - CGTN News 410 - CNBC Africa 411 - Bloomberg</p> <p>Specialist Channels 431 - BVN (Dutch) 435 - RTPi (Portuguese) 437 - TV5 Monde Afrique (French) 447 - CCTV 4 (Chinese) 515 - TV Record (Portuguese)</p> <p>Radio Channels All DStv radio channels are included</p>
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