



TICKETPRO GROUP

Terms of Service

[Revision Date: December 2021]

1. INTRODUCTION

- 1.1. Please take a moment to read these terms and conditions of service (“Terms”) to understand how they apply to Products offered by the Ticketpro Group on the Sites and through any other Distribution Channel. These Terms, together with the [Website User Terms](#) and [Privacy Notice](#) and any provisions contained in the online registration, order and payment process will make up the agreement (“Agreement”) between you and us for purchase of Products and use of our Services offered on this Site.
- 1.2. **You understand and agree that you have had an opportunity to read and understand these Terms and that in order to purchase Products and use the Services offered on the Site. You will need to click the “I Accept” box attached to these Terms, which will then be binding on you. If there is any provision in the Terms that you do not understand, please email info@ticketpro.co.za to contact us.**
- 1.3. If you do not agree with any of these Terms you will not be able to purchase Products or use the Services.
- 1.4. **Please note that in terms of the Consumer Protection Act 68 of 2008 (“CPA”) there are clauses in these Terms that require your careful attention and consideration, and you should ensure that you fully understand what they mean. These clauses may limit your rights, make you liable, require you to indemnify a third party or confirm facts. To assist you and to specifically draw your attention to these clauses, these terms appear in bold font. Nothing in these Terms is intended or must be understood to unlawfully restrict, limit, or avoid any right or obligation created for either you or us in terms of the CPA.**

2. DEFINITIONS AND INTERPRETATION

- 2.1. In these Terms:
 - 2.1.1. “[Accommodation Supplier](#)” means a supplier who has appointed Ticketpro to facilitate the marketing and sale of Accommodation Vouchers utilising the Ticketpro platform and the Site;
 - 2.1.2. “[Accommodation Voucher\(s\)](#)” means a voucher in respect of accommodation as provided by an Accommodation Supplier;

- 2.1.3. "Affiliate" means any person or entity that directly or indirectly controls, is controlled by, or is under common control with Ticketpro;
- 2.1.4. "App" means a mobile application owned and operated by Ticketpro for the sale of Products;
- 2.1.5. "Content" means any information, text, graphics, photos and other materials uploaded, downloaded or appearing on the Site and is encountered as part of your experience using the Site;
- 2.1.6. "Distribution Channel" means any place, means or mechanism for the sale and / or distribution of tickets and / or any other means of ticketing through the Ticketing System that is used by Ticketpro and includes the Site, Internet, mobile platform and Strategic Partners;
- 2.1.7. "Distribution Outlet" means the physical premises of a Strategic Partner of Ticketpro;
- 2.1.8. "Event" means any event of any nature at a Venue(s) and in relation to which the Promoter requires ticketing and/or access control services and/or in relation to which the Promoter has the right and/or ability to determine who shall provide access control and/or ticketing services;
- 2.1.9. "Event Ticket(s)" means a ticket which allows the bearer access to an Event;
- 2.1.10. "Products" means the range of Accommodation Vouchers, Event Tickets, Rental Vouchers, Transportation Tickets, VAS and any other products offered for sale on the Sites from time to time;
- 2.1.11. "Promoter" means the holder of an event and/ or the organiser of an event for which tickets are sold using the Ticketpro platform;
- 2.1.12. "Rental Voucher(s)" means a voucher in respect of the rental of a vehicle as provided by a Vehicle Hire Supplier;
- 2.1.13. "Suppliers" means Accommodation Suppliers, Promoters, Vehicle Hire Suppliers, Transportation Suppliers and VAS Providers and any other supplier which facilitates marketing, promotion and sale of its goods and/ or services via Ticketpro;
- 2.1.14. "Services" means the Services we provide you via the Site in relation to the marketing, promotion and purchase of the Products;
- 2.1.15. "Site(s)" means the websites and/ or Apps owned and operated by the Ticketpro Group from time to time and/or applicable Distribution Channel;
- 2.1.16. "Strategic Partner(s)" means a third party with whom Ticketpro has an agreement to act as an outlet for the sale of Tickets, Vouchers and/or any other Products;
- 2.1.17. "Ticket(s)" means Event Tickets and Transportation Tickets;

- 2.1.18. "Ticketpro / we /our/ us" means the relevant member of the TicketPro Group with whom You are engaging to purchase Products;
- 2.1.19. "Ticketpro Group" means Ticketpro (Pty) Ltd, [Registration no 2010/003078/07], a company duly registered in the Republic of South Africa, with its business address at 75 Grayston Drive, MorningsideExt 5, Sandton 2196 and any of its Affiliates from time to time;
- 2.1.20. "Transportation Supplier" means a supplier who has appointed Ticketpro to facilitate the marketing and sale of Transportation Tickets utilising the Ticketpro platform and the site;
- 2.1.21. "Transportation Tickets" means tickets for commuter and/ or transportation services provided by Suppliers which are available for purchase on the Site or via our Strategic Partners and / or DistributionChannels;
- 2.1.22. "User/you/your" means you as the user of the Site and/or purchaser of the Products;
- 2.1.23. "VAS" means the value-added services, such as airtime, data and pre-paid electricity available forpurchase on the Site;
- 2.1.24. "VAS Providers" means service providers who have appointed Ticketpro as their agent to facilitatethe marketing and sale of VAS utilising the Ticketpro platform and the Site;
- 2.1.25. "Vehicle Hire Supplier" means a supplier who has appointed Ticketpro to facilitate the marketingand sale of Rental Vouchers utilising the Ticketpro platform and the Site;
- 2.1.26. "Venue" means the physical venue where the Promoter conducts and/or manages and/or has the right to conduct or manage, any Event;
- 2.2. Words importing any one gender shall include the other gender; the singular shall include the plural and the other way around; a reference to natural persons shall include created entities and the other way around.
- 2.3. When any number of calendar days is prescribed in these Terms, that number of days shall be reckoned exclusively of the first and inclusively of the last day.
- 2.4. The expiration or termination of these Terms will not affect any provisions which provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination.

3. THE SERVICES

- 3.1. Ticketpro owns and operates various platforms through which it offers Services related to the facilitation of the marketing, promotion and sale of the Products by Suppliers to Users.

- 3.2. Ticketpro acts only as agent of Suppliers to the extent of use of our Site as a platform for the promotion, marketing, sale and delivery of Products and facilitating your payment for the Products. You understand and agree that Ticketpro is not the supplier of the Products and is not responsible as supplier of the Products.
- 3.3. The Services are made available solely for your personal, non-commercial use.
- 3.4. The Services are not available for persons under the age of 18.

4. **AGREEMENT**

- 4.1. These Terms govern your registration, application and the sale and purchase of Products on the Sites.
- 4.2. Our Terms of Use and Privacy Policy are to be read with these Terms and incorporated as part thereof.
- 4.3. **You understand and acknowledge that the purchase of Products offered on the Sites and all actions related thereto and recorded and agreed to in the process of registration, application, Product selection, placing an order and payment will be binding on you and shall be incorporated by reference into these Terms. You acknowledge and agree that you have read and understand the provisions and information appearing on the Sites and any links therefrom accordingly.**
- 4.4. **You further acknowledge and understand that the conclusion of any required documentation and / or agreement or consent to any provisions or action to be taken takes place in an electronic format via the Sites and that tick boxes which are ticked by you constitute agreement to the document and/or provisions to which such tick box relates. No further physical signature or documentation will be required in order for agreement to be reached.**

5. **USING THE SITE**

- 5.1. You may be required to register and you must give us details required to purchase Products. Our Site will guide you through the steps you need to take to do so.
- 5.2. You must be at least 18 years of age to purchase Products.
- 5.3. When you complete the information required on the Site to purchase Products this constitutes your acceptance and agreement to be bound by our Terms and use your personal information for all purposes related to the use of our Site and purchase of the Products.
- 5.4. To purchase Products:
 - 5.4.1. you will be required to provide certain personal information. You may also be required to provide a unique username and password. You may need to use your unique username and password every time you wish to access a Site to purchase Products.

- 5.4.2. you may be required to provide payment information (Payment Information) which is used to facilitate payment with third party payment processors.
- 5.5. **We are not responsible to verify any information provided by you to us in purchasing Products and you understand and agree that we are entitled to rely on the correctness of the information given by you to us and hereby indemnify us accordingly. Even though we are not obliged to, you hereby agree and consent, as and if we deem it necessary, to us taking such steps to verify whether, in making a purchase, you have provided us with complete and accurate information about yourself and your Payment Information.**
- 5.6. We may store the information that you give us and prepopulate your future interactions and applications to purchase Products from us based on the details provided but we do not warrant the correctness thereof and you must check your personal details each time you purchase Products and, where necessary, correct them.
- 5.7. **You will be liable for payment for Products, unless the order is cancelled by you in accordance with these Terms.**
- 5.8. **Where applicable, you will use your username and password for your personal use only and will not disclose it to any third party.**
- 5.9. **You agree that you have provided accurate, up to date, and complete information about yourself. We are not responsible for any error made as a result of such information being inaccurate.**
- 5.10. You agree to notify us of any changes in your information, immediately if it occurs. If you do not do so, we may terminate this agreement.
- 5.11. To amend any of your details, please email info@ticketpros.co.za
- 5.12. You agree to notify us immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your personal information and/ or Payment Information, info@ticketpro.co.za .

6. PRODUCTS

- 6.1. A description of each of the Products can be found on the Sites. **We rely on Product information supplied by the Suppliers and we accordingly bear no liability for any inaccuracies in the information supplied to us related to any Product.**
- 6.2. All Products displayed on the Sites are subject to availability and will be delivered based on the delivery method chosen by you when you purchase the Products.
- 6.3. Products offered on the Sites are for sale only for private use. You agree not to purchase or use the Products for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

- 6.4. We reserve the right to discontinue or change the Products on offer from time to time without notice. We will inform you as soon as possible if any Products ordered by you are not available.
- 6.5. The images of the Products, events and or venues on our Sites are for illustrative purposes only.
- 6.6. **Although we have made every effort to explain and display the Products accurately, we are not responsible for any differences in the Products and you will not have any claim against us for any differences.**
- 6.7. **We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Products on the Sites. However, should there be any errors of whatsoever nature (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any such error, save, in the case of any incorrect purchase price, to the extent of refunding you for any amount already paid.**
- 6.8. **We shall not be bound by any incorrect information regarding the Products displayed on any third-party websites.**

7. PURCHASE OF PRODUCTS

- 7.1. The advertising and promotion of Products on a Site is an only invitation by us to you to make an offer to purchase.
- 7.2. Our Sites will guide you through the steps you need to take to purchase Products. All provisions and annotations contained in that prompted process shall form part of these Terms and shall be incorporated as part thereof so please read and check each page of the order process carefully.
- 7.3. You must place your order by indicating which Products you wish to add to your basket before proceeding to check out.
- 7.4. We will send you an order confirmation once you have paid the Purchase Price.
- 7.5. The order confirmation will be deemed to be acceptance of your offer to purchase the Products referred to therein.
- 7.6. Placing Products in your basket without completing the purchase cycle is not an order and such Products may be removed from the basket if stock is no longer available or the price thereof might change without notice to you. **You cannot hold us liable if such Products are no longer available or are not available at the particular purchase price when you complete or attempt to complete the purchase cycle at a later stage.**
- 7.7. If a we are unable to supply you with a Product, we will inform you as soon as possible. and we will not process your order. We may give you the option of changing the order for an alternative available substitute Product. You may select the alternative Product or elect to

cancel the order. If you have already paid for the Product and choose alternatives which differ in Purchase Price, we will make the necessary adjustments to the Purchase Price payable by crediting the same account from which payment was made, alternatively if you choose to cancel the order, we will refund you the full amount paid by you in respect of that cancelled order. We regret that no order will be accepted if we identify a material error in the description of any Products or their prices on a Site.

- 7.8. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same delivery address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- 7.9. By placing an order for Products, you agree that we may deliver confirmation and further information to you, telephonically, by e-mail or SMS using the contact information you provided in the purchase process.
- 7.10. You hereby agree that we may send you electronic and non-electronic communications relating to our Services, your orders and/or the Products from time to time.

8. PURCHASE PRICE

- 8.1. The purchase price ("Price") of the Products is indicated on our Site and includes value added tax ("VAT") at the applicable current rate chargeable in South Africa for the time being.
- 8.2. All Prices shown on our Sites are quoted in South African Rands and are valid and effective only in South Africa.
- 8.3. The Prices of Products reflected on the Sites are subject to availability. Prices may change on a daily basis.
- 8.4. In addition to the Price, depending on the delivery method you choose, you may be charged a delivery fee.
- 8.5. The Price plus, where applicable, the delivery fee (Purchase Price) will be payable by you to us for the Products.
- 8.6. The Purchase Price is indicated during the check-out process, before you confirm your order. The Purchase Price will be payable upon checkout.

9. PAYMENT

- 9.1. Payment for your Products must be made in advance by paying the Purchase Price.
- 9.2. You may make payment of the Purchase Price by selecting one of the payment methods available as part of the check-out process.

- 9.3. Once you have selected your payment method, you will be directed in terms of the selected mechanism on the steps required to make payment as required by the relevant payment processor. Please follow the instructions carefully.
- 9.4. Where you choose to make payment via Visa or MasterCard:
- 9.4.1. Our bank account details will be provided on the order confirmation at checkout.
 - 9.4.2. We may require additional information in order to authorise and/or verify the validity of payment. In such cases we are entitled to withhold delivery until such time as the additional information and authorisation is received by us. If we do not receive authorisation for payment of the Purchase Price your order for the Products will be cancelled.
 - 9.4.3. You warrant that you are fully authorised to use the credit card supplied for purposes of paying the Products. You also warrant that your credit card has sufficient available funds to cover the Purchase Price.
 - 9.4.4. We are committed to providing secure online payment facilities and take all reasonable steps to secure and protect your Payment Information.
 - 9.4.5. Card transactions are acquired for us via Ivery, which is an approved payment gateway for all South African Acquiring Banks. Ivery uses the strictest form of encryption, namely 3D Secure and no card details are stored on the Site. You may go to www.nedbank.co.za to view their security certificate and security policy.
 - 9.4.6. When you place your order and proceed to check out, you will be required to share your Payment Information.
 - 9.4.7. Your Payment Information will need to be uploaded each time you purchase a new Product.
 - 9.4.8. We do not store your Payment Information.
 - 9.4.9. By sharing your Payment Information, you are consenting to the processor and the acquiring bank having access thereto and use thereof in order to process payment to us.
 - 9.4.10. **By submitting your order, identity number and payment card details you warrant that you are fully authorised to use your chosen payment method and that we will not be liable for any incorrect details given by you to us. You also warrant that you have sufficient available funds to cover all costs incurred as a result of your purchases on the Site and any costs associated with collecting payments.**
 - 9.4.11. If a payment fails, we have the right to withhold delivery until payment has been made via an alternative payment option.

10. DELIVERY

- 10.1. We offer a number of various delivery methods. You will select the delivery method required or applicable when you checkout.
- 10.2. In certain circumstances, a delivery fee may apply and this will be added to the purchase price when you checkout.
- 10.3. The person accepting the delivery must be capable of proving that he or she is 18 years of age or older and can provide a valid form of government issued identification at the time of delivery, if required.
- 10.4. The obligation to deliver Products to you is fulfilled when the delivery of the Products is made pursuant to the delivery method chosen by you. Where you choose a physical address for delivery, we are entitled to rely on the delivery details you give to us and we are not responsible for any loss or unauthorised use of the Products, after they have been delivered to such address.
- 10.5. You understand and agree that we will share your relevant personal information delivery details with the relevant third parties that you have selected to effect delivery.

11. RISK AND OWNERSHIP

Risk and ownership in the Products shall pass to you on delivery.

12. SUPPLIER TERMS AND CONDITIONS & USE OF THE PRODUCTS

- 12.1. The use of the Products will be subject to directions given by the relevant Supplier and governed by the Suppliers terms and conditions. Please pay careful attention to them.
- 12.2. The terms and conditions differ depending on the nature of the Product purchased. Please see more details explained below.
- 12.3. **Please note that the returns, refunds and cancellation policy applicable in respect of Products purchased via the Site will be those of the relevant Supplier and are in addition to the returns, refunds and cancellation policy posted at the Site and You will have no claim against us in respect of returns, refunds and/or cancellation in relation to Products purchased via our Site or that of our Suppliers.**
- 12.4. **You are required to familiarise yourself with our refunds and cancellation policies as well as those of the relevant Supplier.**
- 12.5. In order to use the Product, you may be required to upload personal information, including special personal information, via the relevant website and/ or mobile application. These platforms are owned and operated by the Supplier and you should read their terms and conditions and privacy policy carefully to understand how they collect, use and store your personal information and your rights in respect of your personal information in the use of the Product.

13. EVENT TICKETS & EVENT ENTRY & ACCESS

13.1. Where the Product that you purchase is Event Tickets and/ or Event entry and/ or access from a Promoter (“Event Ticket”). Please take note of the following terms and conditions which will apply. These are in addition to any terms and conditions of the Promoter related to the particular Ticket.

13.2. General

13.2.1. Ticketpro acts as a ticketing agent by offering the Service of facilitating Event Ticket sales on behalf of Promoters. **You understand and agree that Ticket pro shall not be responsible for any loss, damages and/ or liability of any nature whatsoever in relation to the Event Tickets sold and/ or the Event and/ or access that an Event Ticket relates to and you shall have no claim against Ticketpro in this regard.**

13.2.2. Event Tickets are not replaceable due to damage, loss, theft or any other reason.

13.2.3. An Event Ticket is void and all rights connected therewith nullified unless purchased from an authorised Ticketpro distribution outlet.

13.2.4. Ticketpro accepts no liability whatsoever arising from the alteration of any seating arrangements or programmes or postponement or cancellation of an Event and in that regard, any recourse you may have in law is only against the Promoter, although we provide no representation or undertaking that the Promoter will refund you.

13.2.5. Right of admission to the Event is reserved by Ticketpro and/or the Promoter, and the Promoter has the right to alter the programme or the seating pertaining thereto.

13.2.6. Please note that most Venues have restricted items including but not limited to alcohol, weapons, cameras and glass bottles. You must read the terms and conditions of the event Ticket carefully so that you understand what applies for the Event you are attending.

13.2.7. Tickets can be damaged by sunlight or heat.

13.2.8. You must separate Event Tickets from one another prior to arriving at the Venue.

13.3. Event Ticket cancellations, refunds, exchanges and returns

13.3.1. You may cancel any booking submitted to Ticketpro for an Event Ticket that has not yet been issued to you at any time prior to the date of the Event to which such booking pertains.

13.3.2. You may also cancel and return any issued Event Ticket acquired through Ticketpro at any time prior to the scheduled date of the Event to which it applies by handing in the Event Ticket at any of our Distribution Outlets.

13.3.3. You must provide us with the relevant booking number. Following receipt of your booking cancellation or returned Event Tickets, we will refund you the face value paid for the relevant Event Ticket (or, if a discounted Event Ticket, then instead the discounted ticket price paid), provided that reasonable cancellation charges as determined by Ticketpro may be charged and deducted from such refund. Unless otherwise stipulated by Ticketpro and depending on the prevailing circumstances the following cancellation charges may apply:

13.3.3.1. If the cancellation occurs more than 30 days prior to the Event, a 15% cancellation fee will apply.

13.3.3.2. If the cancellation occurs less than 30, but more than 7 days prior to the Event, a 50% cancellation fee will apply.

13.3.3.3. If the cancellation occurs less than 7 days prior to the Event a 100% cancellation fee will apply.

13.3.4. Notwithstanding the aforesaid, if you can provide us with suitable documentary proof that a person in whose name a ticket was booked will not be able to attend the event because of his/her death and/or hospitalisation, no cancellation fee will apply in respect of the cancellation of such person's ticket.

13.3.5. Ticketpro and/or a Promoter may refuse admission to Events where a Promoter postpones or cancels events. In such case, Ticketpro and/or the Promoter, may offer a refund or exchange of Event Tickets for which you will be required to follow certain procedures as determined by Ticketpro and/or the Promoter, as the case may be. No refund will apply if you are refused admission to the Event because you are younger than the minimum age for attendance specified by law or you otherwise fail to qualify for attendance. In order to receive any refund or an exchange that is offered, you will have to comply with Ticketpro's instructions and deadlines which will be available on the Sites.

13.3.6. Any refunds will be issued using the same method and card of payment that was used to purchase the ticket.

13.4. NFC (cashless) Events

13.4.1. General

13.4.1.1. Ticketpro or its Affiliates, may from time to time be appointed by Promoters to manage Events as cashless events.

13.4.1.2. It will be within the sole and absolute discretion of the Promoter to choose whether wristbands or cards are to be used for access and payment.

13.4.1.3. Where this is the case, you will only be able to pay for goods and services using a wristband or card embedded with an NFC chip. Each wristband or card is also embedded with a unique identity number ("UID").

- 13.4.1.4. The wristband or cards may also be required to access certain areas of the Event.
- 13.4.1.5. Wristbands and cards are operated through an NFC technology service and will be issued to you on entry into the event when you hand over or scan a valid Ticket.
- 13.4.1.6. The provisions of this clause 13.4 (“NFC Terms”) govern the relationship between you, the Promoter and Ticketpro (or its affiliate) in relation to your use of the NFC technology, your online account and the services associated with your use of the NFC technology (“NFC Services”). Please read these NFC Terms carefully. By using the NFC wristband, or card and/or the services associated therewith you agree to comply with these NFC Terms.
- 13.4.1.7. By accepting these NFC Terms, you understand and accept that the Promoter and Ticketpro may utilise third party services and hosting partners to provide the necessary hardware, software and related technology required to run the NFC Services. (“NFC Service Providers”).

13.4.2. Loading Funds / Topping-Up

- 13.4.2.1. In order to use your wristband or card to purchase goods or services at the Event you must credit it with funds. You can credit your wristband or card using any of the following methods:
 - 13.4.2.1.1. **online, using a credit or debit card either before or during the Event once you have created an online account. The online account will enable you to either make a once- off loading of funds to your wristband and card; [where is this inline account created and the consumer on boarded- how does it refer to these terms and conditions] or**
 - 13.4.2.1.2. **at the top up booths at the Event using exact cash, debit or credit card.**

13.4.3. Using your NFC wristband or card

- 13.4.3.1. It is your responsibility to keep your wristband and card safe and secure.
- 13.4.3.2. Your wristband and card are required to access certain areas of the Event and to enter and exit the Event. Access to such areas and the Event will be subject to the terms of your Ticket purchase and such other terms as are applicable to that area and/or the Event.
- 13.4.3.3. Provided that your wristband or card has been loaded with sufficient funds, you can purchase goods and/or services from vendors at the event by touching your NFC chip on a reader located at the relevant point of sale.

- 13.4.3.4. The available balance on your wristband or card will be debited by the full amount of each transaction.
- 13.4.3.5. Once you have authorised a payment using your wristband or card, and the goods purchased remain un-opened or have not been consumed you may be able to return the goods purchased on the basis of the supplier's refund policy. Returns and refunds must be organised directly with the supplier of the relevant goods in order to arrange a transaction reversal onto your wristband or card, where applicable. In the case where goods have been consumed or lost no refunds or reversal will be administered.
- 13.4.3.6. **We are not a supplier or party to any contract between you and a vendor at the Event and shall not be liable for, or in connection with, any goods or services provided or not provided by any such vendor. The only claim you may have in respect of such goods and/ or services shall be against the vendor concerned and you hereby indemnify us accordingly.**
- 13.4.3.7. Your wristband/card is not linked to your bank account and the balance on your wristband will not earn interest.

13.4.4. Unused Funds

- 13.4.4.1. Within 48 hours – 96 hours after the event, Ticketpro will send a link via e-mail to you which can be utilized to claim the balance of your unutilized funds. The link shall be valid for 30 days, whereafter you are required to contact refunds@ticketpro.co.za for your refund.
- 13.4.4.2. In the event that you do not have an online account it is your responsibility to visit the Site and click on the relevant link to claim your refund.
- 13.4.4.3. Ticketpro shall deduct an administration fee of R10 from the balance of the amount available on your wristband or card and where there are insufficient funds to cover the cost thereof, you will not be able to cash out any balance left over.
- 13.4.4.4. You will be required to enter your full name, UID and banking details to claim your refund when you visit the Site.
- 13.4.4.5. It is your responsibility to ensure that you have given all the correct details to facilitate this process and to ensure that all details remain up-to-date. You hereby undertake and agree that we shall be entitled to rely on the correctness of the details that you give us and that you shall have no claim against us of any nature whatsoever in relation to such payments made. You hereby indemnify us accordingly.
- 13.4.4.6. Any unused funds not claimed within a period of 3 (three) years from the date on which the Event was held shall be forfeited. **NOTE:** Unless otherwise

advised, wristbands and cards expire after each Event or series of Events, as the case may be, and you will only be able to claim your unutilised funds if you are still in possession of your wristband or card as we will require the UID to facilitate the refund.

13.4.5. Lost, Stolen and Damaged Wristbands & Cards

13.4.5.1. **The Promotor and/or Ticketpro is not responsible for the loss, theft or destruction of wristbands or cards, and have no obligation to replace or refund the value for lost, stolen or damaged wristbands or cards. You shall accordingly have no claim against the Promoter and/ or Ticketpro in this regard.**

13.4.5.2. You may not tamper with your wristband or card, or allow others to tamper therewith. If Ticketpro reasonably believes your wristband or card has been tampered with, we reserve the right to disable your account and/or deny you access to, or remove you from, the Event.

13.4.5.3. We have the right to disable a wristband or card, UID or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of these NFC Terms.

13.4.6. Personal Information and NFC Event

13.4.6.1. Where a Ticket to an NFC Event is purchased at the Event, you will not necessarily have an online account. In such a case the information we receive from, or regarding you, directly or indirectly through your use of the wristband or card, will may be collected and used by us pursuant to our Privacy Policy, and in particular:

13.4.6.1.1. to administer your wristband/card account, process transactions and provide you with the assistance and services you request;

13.4.6.1.2. to carry out our obligations arising from any contracts entered into between you and us; and

13.4.6.1.3. to monitor and analyse at an aggregated level the organisation of the Event and the movements of, and transactions with, attendees.

13.4.6.2. It is your responsibility to ensure that you have given all the correct details to facilitate this process as required when you purchase your entry to the Event.

13.4.7. Exclusion from Liability

13.4.7.1. The NFC system may be affected by factors outside of Ticketpro's or the Promoter's control, such as, but not limited to, system downtime or failure. You understand and agree that Ticketpro cannot and will not be liable for any direct, indirect or incidental, special, consequential or exemplary

damages, including but not limited to damage for loss or profits, goodwill, use, data or other intangible losses resulting from:

- 13.4.7.2. Failure, malfunction, interruption, errors or unavailability of the NFC system, your equipment, the network, and the NFC Service;
- 13.4.7.3. Viruses that may, despite the reasonable precautions taken, occur on the NFC system or the NFC chip;
- 13.4.7.4. Fraudulent falsification of data by third parties' due to unauthorized intrusion into the NFC system, Site or your online account by unauthorized third parties;
- 13.4.7.5. Your inability to use any Service provided by Ticketpro, directly or indirectly;
- 13.4.7.6. Unauthorized access to or alteration of your transmission of data;
- 13.4.7.7. Your failure to give proper or complete instructions relating to your bank account details and/ or your online account;
- 13.4.7.8. Any fraudulent or illegal use of the wristband or card, the Ticketpro system and/ or your online account; or
- 13.4.7.9. Your failure to comply with these NFC Terms and any document or information provided by the Promoter and/ or Ticketpro concerning the use of wristband or card;
- 13.4.7.10. Any loss that may arise as a result of any negligence on your part including sharing or exchanging your wristband or card and/ or revealing your account details to a third party. For avoidance of doubt, third party means any person other than the registered holder of a ticket and/ or wristband/ card;
- 13.4.7.11. Any loss or damage which is caused to you or any third party as a result of your wristband or card getting lost, stolen or damaged, nor for any loss or damage as a result of the use of your wristband or card or online account without your permission or an inaccessibility of your online account.
- 13.4.7.12. All other circumstances not within our control including, without limitation, force majeure, error, interruption, delay or non-availability of the cashless system, unavailability of internet, terrorist or any enemy action, equipment failure, loss of power, adverse weather or atmospheric conditions and failure of any public or private telecommunications system, lack of available resources, strikes or labour disputes.
- 13.4.7.13. Subject to subparagraph 13.4.5.3 above, where the NFC Services are interfered with or unavailable, Ticketpro's sole liability in terms hereof shall be to re-establish and provide the NFC Services as soon as reasonably practicable.

13.4.8. Indemnity

By agreeing to be bound by these NFC Terms, you agree to indemnify the Promoter and Ticketpro in respect of:

- 13.4.8.1. **All demands, claims, actions, losses and damages of whatever nature which maybe brought against the Promoter or Ticketpro arising from the malfunction or failure or unavailability of any hardware, software, or equipment, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, terrorism, any other event beyond the Promoter or Ticketpro's control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information or data received from you by the Promoter or Ticketpro.**
- 13.4.8.2. **Any loss or damage that may arise from your use, misuse, abuse or possession of any third-party software, including without limitation, any operating system, browser software or any other software packages or programs.**
- 13.4.8.3. **Any unauthorized access to your NFC Account or any breach of security or any destruction or accessing of your data or any destruction or theft of or damage to any of your device which can be used to access your NFC Account.**
- 13.4.8.4. **Any loss or damage occasioned by the failure by you to adhere to these Terms and/or by supplying of incorrect information or loss or damage occasioned by the failure or unavailability of third-party facilities or systems or the inability of a third party to process a transaction or any loss which may be incurred by the Promoter or Ticketpro as a consequence of any breach of these NFC Terms.**

14. TRANSPORTATION TICKETS

Where the Product that you purchase is a Transportation Ticket please take note of the following terms and conditions which will apply. These are in addition to any terms and conditions of the Transportation Supplier, which supplies the particular transportation services.

14.1. General

- 14.1.1. Where you purchase a Transportation Ticket on the Site you agree and accept that you are not contracting with Ticketpro but are contracting directly with the relevant Transportation Supplier supplying the transportation services.
- 14.1.2. By purchasing the Transportation Ticket, you agree to be bound by the relevant Transportation Supplier's terms and conditions,

14.2. Limitation of Liability

14.2.1. You understand and agree that Ticketpro has no control over the operations of any Transportation Supplier and/ or the provision of the Transportation Supplier's services. It is not the supplier of the services and accordingly shall not be liable for:

14.2.1.1. the availability of any transportation or transportation services;

14.2.1.2. The provision of the transportation services;

14.2.1.3. Any damage, injury, loss and/or death occasioned or sustained by You or any other party making use of the transportation and related services.

14.2.2. **You understand further that you will have no claim against Ticketpro for loss or damages of any nature whatsoever or howsoever arising, in relation to the supply and/ or use of the Transportation Tickets. Your only claim shall be against the relevant Transportation Supplier and you hereby indemnify us accordingly.**

14.3. Assistance

14.3.1. We are available to assist and facilitate in resolving any issues you may have with the relevant Transportation Supplier, and may be contacted at info@ticketpro.co.za for such purpose.

14.3.2. **Notwithstanding the foregoing, you understand and agree that a resolution depends on the terms and conditions of that Transportation Supplier, and not those of Ticketpro. You therefore agree to hold Ticketpro harmless against all expenses incurred and/or losses or damages suffered in any manner and of any nature whatsoever, in this regard.**

15. **VALUE ADDED SERVICES**

15.1. Where the Product that you purchase is a VAS, please take note of the following terms and conditions which will apply. These are in addition to any terms and conditions of the VAS Provider which supplies particular VAS purchased.

15.2. General

15.2.1. Where you purchase VAS on the Site you agree and accept that you are not contracting with Ticketpro but are contracting directly with the relevant VAS Provider supplying the VAS purchased.

15.2.2. By purchasing these VAS, you agree to be bound by the relevant VAS Provider's terms and conditions, which are available on their respective websites, at the following addresses:

15.2.2.1. MTN

15.2.2.2. Vodacom

15.2.2.3. Cell C

15.2.2.4. Telkom

15.3. Limitation of Liability

15.3.1. You understand and agree that Ticketpro has no control over the operations of any VAS Provider and/ or the provision of the VAS purchased. It is not the supplier of the VAS and accordingly shall not be liable for:

15.3.1.1. the availability of any VAS;

15.3.1.2. the timeous delivery of a voucher number or PIN in respect of the relevant VAS;

15.3.1.3. the validity of a voucher number or PIN relating to the relevant VAS; and/ or

15.3.1.4. The provision of the VAS.

15.3.2. **You understand further that you will have no claim against Ticketpro for loss or damages of any nature whatsoever or howsoever arising, in relation to the supply and/ or use of the VAS. You only claim shall be against the relevant VAS Provider and you hereby indemnify us accordingly.**

15.4. Assistance

15.4.1. We are available to assist and facilitate in resolving any issues you may have with the relevant VAS Provider, and may be contacted on 0861 008 277 for such purpose.

15.4.2. **Notwithstanding the foregoing, you understand and agree that a resolution depends on the terms and conditions of that VAS Provider, and not Ticketpro's. You therefore agree to hold Ticketpro harmless against all expenses incurred and/or losses or damages suffered in any manner and of any nature whatsoever, in this regard.**

15.5. Cellular Airtime and Data

15.5.1. You understand and accept that in respect of VAS pertaining to cellular airtime and data, the amounts in respect of such airtime and data bundle purchases will be made available to you by the relevant VAS Provider (being the relevant mobile network operator), directly to your cellphone account.

15.5.2. You must therefore ensure that you always select and input the correct information for your purchase (such as your cell number or meter number). As aforementioned, all disputes in respect of VAS purchases shall be resolved in accordance with the terms and conditions of the relevant VAS provider.

- 15.5.3. **You are solely responsible for making sure you do not duplicate a VAS purchase and should accordingly check your transaction history if in doubt. You acknowledge and agree that Ticketpro shall not be liable in any manner whatsoever for VAS purchases made by you using the incorrect information and/or duplicate purchases as aforesaid.**
- 15.5.4. Where applicable, the purchase price amount in respect of a VAS shall be inclusive of value-added tax.

16. **VOUCHERS**

16.1. Where the Product that you purchase is an Accommodation Voucher and/or a Rental Voucher ("Voucher"), please take note of the following terms and conditions which will apply. These are in addition to any terms and conditions of the Accommodation Supplier and/or Vehicle Rental Supplier, which supplies the particular accommodation and/or vehicle rental.

16.2. General

- 16.2.1. Where you purchase a Voucher on the Site you agree and accept that you are not contracting with Ticketpro but are contracting directly with the relevant Accommodation Supplier and/or Vehicle Rental Supplier supplying the accommodation and/or vehicle rental.
- 16.2.2. By purchasing the Vouchers, you agree to be bound by the relevant Accommodation Supplier's and/or Vehicle rental Supplier's terms and conditions, which are available on their respective websites, at the following addresses:

16.3. Limitation of Liability

- 16.3.1. You understand and agree that Ticketpro has no control over the operations of any Accommodation Supplier and/or Vehicle Rental Supplier and/ or the provision of the accommodation and/or vehicle rental. It is not the supplier of the Voucher and accordingly shall not be liable for:
 - 16.3.1.1. the availability of any accommodation and/or vehicle;
 - 16.3.1.2. the provision of the accommodation and/or vehicle;
 - 16.3.1.3. any damage, injury, loss and/or death occasioned or sustained by You or any other party making use of the accommodation and/or vehicle rental.
- 16.3.2. **You understand further that you will have no claim against Ticketpro for loss or damages of any nature whatsoever or howsoever arising, in relation to the supply and/ or use of the Vouchers. Your only claim shall be against the relevant Accommodation Supplier and/or Vehicle Rental Supplier and you hereby indemnify us accordingly.**

16.4. Assistance

- 16.4.1. We are available to assist and facilitate in resolving any issues you may have with the relevant Accommodation Supplier and/or Vehicle Rental Supplier, and may be contacted at *info@ticketpro.co.za* for such purpose.
- 16.4.2. **Notwithstanding the foregoing, you understand and agree that a resolution depends on the terms and conditions of that Accommodation Supplier and/or Vehicle Rental Supplier, and not those of Ticketpro. You therefore agree to hold Ticketpro harmless against all expenses incurred and/or losses or damages suffered in any manner and of any nature whatsoever, in this regard.**

17. **PROCESSING COMMUNICATIONS**

- 17.1. **You hereby agree that all orders and any other communications which purport to originate from you and which are sent to us electronically and which may (as a result of interception, equipment malfunction, the distortion of communication links or any other reason whatsoever) be different from the instructions actually sent or given, or may not have been given by you at all, shall be deemed to have been given in the form actually received by us. You will be bound by such communication with no liability of whatever nature attaching to us in regard thereto.**
- 17.2. **You waive any rights you may have or obtain against us arising directly or indirectly from any loss or damage of whatsoever nature which you may suffer as a result of the fact that we act on your orders or communications, or orders or communications that purport to come from you and you indemnify us against all and any claims, liabilities, losses, costs, fines, damages and expenses, arising as a result of the fact that we acted on your instructions/orders or instructions/orders which purport to come from you.**

18. **EVENTS OUTSIDE OUR CONTROL**

- 18.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under an order that is caused by an Event Outside our Control, as explained in this clause.
- 18.2. An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- 18.3. If an Event Outside Our Control takes place that affects the performance of our obligations under an order, we will contact you as soon as reasonably possible to notify you, and our obligations under any order will be suspended for as long as the Event Outside Our Control

lasts. Where the Event Outside Our Control affects our delivery of Products to you, we will arrange a new delivery date with you after the Event Outside Our Control is over.

- 18.4. You may cancel an order affected by an Event Outside Our Control.
- 18.5. This is an electronic agreement for purposes of the Electronic Communications and Transactions Act (“ECTA”). This means that you may cancel a purchase of a VAS within 7 (seven) days, provided you have not commenced using the VAS.
- 18.6. For further information you can contact our Customer Service Support at info@ticketpro.co.za. or calling our help desk at 0861 008 277.

19. DATA PROTECTION AND PRIVACY

- 19.1. In addition, by accepting these Terms, you confirm, acknowledge and agree, with express consent, that we may collect and process your Personal Information in terms of our [Privacy Policy](#) which you have read, understood and agree to.
- 19.2. In addition to any provisions contained in the Privacy Policy and without limitation thereof, you understand and agree that:
 - 19.2.1. we may share your personal information with the Suppliers, Strategic Partners and/ or the payment processor for any purpose related to or in connection with these Terms;
 - 19.2.2. by using this Site and/ or purchasing the Products, you consent to your personal information being utilised by Ticketpro, the relevant Supplier and/ or VAS Provider for purposes of communicating further offers, information and promotions to you via e-mail, via SMS, WAP Push, newsletters, telephonically, or through other promotional offers; and
 - 19.2.3. Ticketpro may, from time to time, send you advertising material and information, including but not limited to special offers by e-mail, via SMS, WAP Push, newsletters, telephonically, or through other promotional offers.
 - 19.2.4. You also understand and agree that once you have purchased a Product, the Privacy Policy of the relevant Supplier will apply to your interactions with the Supplier concerned and the use of the Product purchased and we shall not be liable to you in respect thereof.

20. CONTACT DETAILS

- 20.1. The contact details you have given to us in the purchase of Products will be regarded for all purposes as the legal address where, legal and other notices and statements can be delivered to you (“Notice Address”).
- 20.2. Your contact details include cellular phone number, physical address, and email address.
- 20.3. You may change your contact details by emailing us at info@ticketpro.co.za.

- 20.4. We choose the following address as Our address for all notices, including, legal notices: 75 Grayston Drive, Morningside Ext 5, Sandton 2196;
- 20.5. Any communications in connection with this Agreement must be sent via email to the email addresses referred to in this clause 21. For delivery of legal process you must use our physical address set out in this clause 21. We will serve legal process to you at the physical address you have given us when you purchase Products and other communications via email to the email address you have given to us when purchasing Products.
- 20.6. Any notice or communication required or permitted to be given in respect of the provisions of this Agreement will be valid and effective if sent to your Notice Address.
- 20.7. Any notice sent by prepaid registered post will be deemed to have been received on the 5th (fifth) Business Day after posting; or sent by ordinary mail will be deemed to have been received on the 7th (seventh) Business Day after posting; or delivered by hand will be deemed to have been received on the day of delivery; or sent by email will be deemed to have been received on the 1st (first) Business Day after the date it was sent.
- 20.8. A written notice or communication which is actually received by you will be an adequate written notice or communication to you.

21. **DISCLAIMER AND INDEMNITY**

- 21.1. You understand and agree that the Sites provide an online platform for purchase of the Products. We are not responsible for:
- 21.1.1. **your choice of a Product;**
- 21.1.2. **any aspect of the use of the Products;**
- 21.1.3. **In addition, we are not responsible for Supplier warranties.**
- 21.2. **You use our Sites at your own risk and you assume full responsibility for any risk or loss resulting from the use of a Site or reliance on any information on a Site.**
- 21.3. **Neither us, nor any of our officers, directors, employees, shareholders or agents shall be liable to you or any third-party for any claims relating to the purchase, sale, delivery and/or use of the Products or any consequences which may result thereof. Please read any warranty provisions that are applicable to the Products so that you understand the terms and conditions thereof.**
- 21.4. **We shall not be liable to you or any third party for any loss or damage of whatsoever nature in the event that you request that an order is stopped or cancelled.**
- 21.5. **To the extent allowed by the law, you agree to indemnify and hold us and our officers, directors, employees and agents harmless from any and all loss, liability, claim, costs, charges, damages and outgoings of every description (including legal costs and expenses), compensation payable under contracts, loss of normal operating profits, loss of revenue from related contracts and pure economic loss, tracing and collection**

charges, costs of investigation, interest and penalties, which may be suffered and/ or incurred by you or a third party arising out of or in connection with:

- 21.5.1. **your use of, or reliance upon a Site;**
- 21.5.2. **your inability to use a Site;**
- 21.5.3. **purchase of the Products;**
- 21.5.4. **unlawful activity on the Site and/or any linked third-party application or website;**
- 21.5.5. **any act, neglect or default of yours in connection with this agreement or your use of a Site or Product;**
- 21.5.6. **your breach of these Terms;**
- 21.5.7. **your failure to comply with any law.**

22. HOW TO RESOLVE DISPUTES WITH US

- 22.1. These Terms and/or any dispute arising from or in connection with these Terms shall be governed and interpreted in accordance with the laws of the Republic of South Africa.
- 22.2. We offer the following process to help you resolve a complaint or dispute you may have with us.
- 22.3. Any queries or complaints in relation to our Sites or Services can be submitted to us by contacting us using the information provided under "Contact Us" on our Sites or by contacting us at travel@ticketpro.co.za
- 22.4. Without prejudice to your rights in law, you are required to first approach us with any complaint or dispute and afford us an opportunity to resolve a complaint before you approach any relevant authority, court or other dispute resolution body, or refer the matter to arbitration.
- 22.5. Please direct all legal disputes to info@ticketpro.co.za. Your complaint should include the following
 - 22.5.1. your name and surname;
 - 22.5.2. the date on which the complaint arose;
 - 22.5.3. a brief description of what gave rise to the complaint;
 - 22.5.4. the amount in dispute (if applicable); and
 - 22.5.5. supporting information or documentation, if any.
 - 22.5.6. You must please ensure that you receive a reference number for complaint as well

as a formal acknowledgment notification.

- 22.5.7. In the event of any dispute which remains unresolved, you hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Johannesburg), having jurisdiction, notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
- 22.5.8. Nothing in this clause or the Terms limits your right to approach any court, tribunal or forum of competent jurisdiction in terms of the CPA.

23. GENERAL

- 23.1. The Agreement, which includes these Terms constitutes the sole record of the agreement between you and us in relation to the subject matter hereof.
- 23.2. If any term or provision of these Terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these Terms.
- 23.3. No indulgence, leniency, relaxation, waiver or extension of time which we may grant you, in the event of claims and/or disputes arising, will in any way whatsoever prejudice us or preclude us from exercising our rights in terms of these Terms and neither will it constitute a waiver or limitation of any of our rights.
- 23.4. In the event that you commit any breach of the Terms or in the event that we are required to take any legal action, you agree and undertake to pay our legal costs as between attorney and own client.
- 23.5. We shall be entitled to cede, assign and delegate all or any of our rights and obligations in terms of these Terms without further notice to you.
- 23.6. All provisions of these Terms are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other.
- 23.7. While we have in the drafting of these Terms used our best endeavours in order to comply with all applicable laws, to the extent that these Terms may require amendment in order to comply with any particular law, you hereby agree to such amendment which will be posted on the Sites.

[last updated: 2 December 2021]