

Ticketing Terms and Conditions

Introduction

Big Concerts International (Pty) Ltd (“we”, “us” or “BCI”) is a promoter of certain live entertainment events (“Event”, “Events”). Tickets (“Tickets”) for a particular Event are sold by BCI to purchasers (“you”, “your”) through ticketing agents. Notwithstanding the terms and conditions of such ticketing agents, which apply to the sale of a ticket for a particular Event, please note that by proceeding to purchase Tickets to any particular Event, you agree to be bound by these terms and conditions (“Terms”).

We set out below the Terms that shall apply to your purchase of any tickets for a particular Event.

Please note that the purchase of Tickets is also subject to the terms and conditions of the relevant venue where the Event is due to take place (“Venue”) and we therefore encourage you to check with the Venue website and/or Venue box office for these terms and conditions.

The Terms

1. Each Ticket you purchase from any duly appointed sales agent of BCI is intended to give you a revocable license (or right) to entry and attendance of the particular event to which the ticket pertains only. Each Ticket holder has a right to a seat or standing place in relation to the stage, of a value corresponding to that stated on the Ticket holder’s Ticket and we and the Venue reserve the right to provide alternative seats or standing place to those specified on the Ticket.
2. A Ticket does not afford the Ticket holder the right to transport to the Venue, or parking or, merchandise, or any food or beverages at the Venue, unless otherwise stated. Other independent service providers might render services relating to transport, parking, merchandise, food or beverages at the Venue and in such circumstances, the terms and conditions of such service providers will apply between it and persons who make use of such products or services.
3. You must produce a valid Ticket to gain entry to the Venue and you must produce that Ticket for inspection upon request from an event official at any time. Failure to produce such Ticket when requested may result in you being denied access to the Venue or removed from the Venue.
4. Tickets are not transferable and cannot be resold or offered for resale (including on-line auction sites) or used for commercial purposes including advertising, competitions, contests, sweepstakes, promotions, or used, sold or given away in conjunction with other products or services (such as part of a travel or hospitality package) without the express written permission of BCI in advance. If this condition is breached the ticket may be cancelled without refund or compensation and the bearer of the ticket may be refused entry or removed from the Venue.
5. It is your responsibility to check your Tickets and to ascertain the date and the time of the Event and if applicable, any Rescheduled Event. Event dates and times are subject to change.

6. BCI is not responsible or liable for any Tickets that are lost or stolen.
7. You are entitled to cancel and return your Tickets at any time prior to the scheduled date of the Event to which the Tickets apply by handing in your Tickets at Computicket. Following receipt of the returned tickets, the face value paid for the Tickets will be refunded to you, provided that reasonable cancellation charges as determined by BCI may be charged and deducted from such refund and provided further that
 - i. if such a cancellation occurs more than thirty (30) days prior to the Event a fifteen (15) percent cancellation fee will apply;
 - ii. if such a cancellation occurs less than thirty (30) but more than ten (10) days prior to the Event, a fifty (50) percent cancellation fee will apply;
 - iii. if such a cancellation occurs less than ten (10) days prior to the Event, a hundred (100) percent cancellation fee will apply.
8. Your purchase of Tickets is subject to our right to cancel any Event at any time, or to alter or vary the programme of the Event, due to events or circumstances beyond our reasonable control. Where we alter or vary the programme of the Event as aforesaid, we shall not be obligated to refund any Ticket monies or exchange your Tickets. Once purchased, tickets cannot be exchanged, refunded or returned unless the event is cancelled (see details below) in which event the provisions of the next paragraph will apply.
9. If an Event is rescheduled or cancelled, we will use our reasonable endeavours to notify you as soon as reasonably possible (including notifying you of the details of any re-scheduled Event). It is therefore important that you provide the ticketing agent from whom you purchase a Ticket with your correct contact details at the time of the transaction. If the Event is to be re-scheduled, you will be offered a Ticket for the rescheduled performance of the Event (subject to availability and you having provided us with correct contact details). If you are not able to attend the rescheduled Event or the Event is not rescheduled, we shall give you a refund of the face value of the Ticket. If the relevant Event is only partially cancelled (eg if it is a multi-day Event and only one day is cancelled), we shall give you a partial refund corresponding to the proportion of the Event cancelled. If you wish to claim such a refund, please directly and in person approach the agent from whom you purchased your Ticket within 28 calendar days of the date of the cancelled Event tendering the return of your unused Ticket. Tickets cannot be exchanged or refunded after purchase other than in accordance with this clause.
- 10. Neither we nor any other person shall have any liability to you beyond the face value of the Ticket in circumstances where an Event is cancelled due to events or circumstances beyond our reasonable control.**

11. The following restrictions will apply to your attendance at the Event and your breach of any of these may lead to you being ejected from the Venue:

- i. Appropriate standards of behaviour are expected of all persons attending an Event and persons deemed to be behaving in a manner that is dangerous or unacceptable in the opinion of BCI or its agents or contractors, will be refused admission and/or removed from the Venue with no refund on the Ticket. Activities such as 'stage diving', 'moshing', 'climbing and 'crowd surfing' are strictly prohibited for your own safety.
- ii. There are to be no pass-outs or re-admissions after entry once you exit the gates (after entry) you will not be permitted to re-enter the Venue.
- iii. The following items are not permitted to be brought into a Venue.
 - i. Glass bottles or containers or other heavy and/or sharp objects , which could potentially be used as projectiles (excluding sunglasses, binoculars and prescription or reading glasses)
 - ii. Any illegal drugs
 - iii. Skateboards, scooters, roller blades or bicycles
 - iv. Knives, weapons of any nature or fireworks
 - v. Any object that could be used to distract, hinder or interfere with any performer, including laser pointers and flashlights
 - vi. Flags with poles, large flags or banners that may obstruct the view of other patrons
 - vii. Any whistle, horn, musical instrument, loud hailer, public address system
 - viii. Digital, electronic or other recording or broadcast device
 - ix. Any item that you intend to distribute, hawk, sell, offer, expose for sale or display for marketing or promotional purposes
 - x. No animals apart from authorised guide/assistance dogs
 - xi. Any dangerous goods and any other items by management to be dangerous or capable of causing a public nuisance
 - xii. Professional cameras or video recorders
 - xiii. Umbrellas (unless there is an obvious threat of rain), in which case small umbrellas will be permitted (please no golf or beach umbrellas).

- xiv. Braais or barbeques
 - xv. Camping Chairs
 - xvi. Cooler Boxes
 - xvii. Food and refreshments (including soft drinks and alcohol).
- iv. Please note that in seated areas, other members of the audience may stand up during the Event.
 - v. Smoking is not permitted in the Venue.
 - vi. The unauthorised use of photographic, video and/or sound recording equipment is prohibited.
 - vii. Efforts will be made to admit latecomers at an appropriate break in the performance of the Event. Entry will not be permitted if it will disrupt the performance.
12. In order to facilitate the security, safety and comfort of all patrons, we reserve the right in our reasonable discretion to conduct security searches of persons, clothing, bags and all other items on entry and exit, to confiscate items which may cause danger or disruption to the Event or other patrons or are in breach of the Terms and/or to refuse admission and/or to refund the Ticket face value if we have reasonable grounds to do so.
13. Ticket holders may be ejected from the Venue if, in the reasonable opinion of BCI or its agents or any contractors appointed by BCI, or the Venue, the Ticket holder is a risk to the safety of any patron and/or may affect the enjoyment of other patrons and/or the running of the Event or may cause damage, nuisance or injury. Examples include being (or appearing to be) drunk, incapable, intoxicated or under the influence of illegal drugs, under-age (where relevant), abusive, threatening, behaving anti-socially, carrying offensive weapons or illegal substances, declining to be searched or in breach of any of these Terms or the terms and conditions of the Venue.
14. Please note that CCTV and film cameras may be present at the Venue. By purchasing Tickets and attending the Event, ticket holders consent to filming and sound recording (which may include you as a member of the audience) and its use in distribution (commercial or otherwise) without any payment.
15. Any Tickets brought from unauthorised agents or third parties are not valid and admission to the Event on the strength of such Tickets will not be permitted. All Tickets remain the property of BCI at all times and constitute a personal revocable license from BCI to you which may be withdrawn by BCI and admission refused at any time upon refunding the printed purchase price of the Ticket.

- 16. Neither the Venue nor we can accept responsibility for damage to or loss of any personal property.**
17. All children attending an Event must be in possession of a valid Ticket. Events may be age-restricted and it is the responsibility of the Ticket holder to check age restrictions to an Event before purchasing a Ticket. In any case, unless indicated otherwise, a responsible adult must accompany children 14 years of age and under.
18. We reserve the right to restrict the sale of Tickets to a maximum number per person, per credit card and/or per household and to cancel any Tickets purchased in excess of this number.
19. If an error is made in the price of Tickets ordered by you, you will be notified by us as soon as possible and we will give you the option to either (a) reconfirm your Ticket order at the correct price; or (b) cancel your Ticket order and receive a full refund from us.
20. If you are a disabled person, you are requested to inform BCI, as BCI and its agents and contractors will use its reasonable endeavours to accommodate and assist disabled patrons at an Event, subject to its capacity to do so, the confines of the Venue facilities and layout.
- 21. You voluntarily assume all risks and dangers incidental to an Event, whether occurring before, during or after the Event, and you waive any claims for loss, damage, personal injury or death against BCI, the management of BCI, any agent of BCI, the performing artist(s), participants, and all of their respective parents, affiliated entities, agents, officers, directors, owners and employees on behalf of yourself and any minor accompanying you or for whom you purchased a Ticket.**
- 22. You bear the risk of inclement weather. To the fullest extent possible in law, we do not accept liability for and you will have no claim in respect of**
- i. any errors relating to the location of your seat or standing place relative to the stage as indicated on the seating plan prepared for the Venue; or**
 - ii. the quality of the view from your seat or standing place; or**
 - iii. the lack of or inadequacy of parking at the Venue; or**
 - iv. any problems relating to the adequacy of traffic accommodation to and from the Venue; or**
 - v. the lack of or inadequacy of food and beverages at the Venue; or**
 - vi. the quality of sound and lighting at the Event; or**
 - vii. the quality of any services provided by independent contractors at the Venue.**

- 23. You agree and acknowledge that neither BCI nor any of its agents have guaranteed or made any warranties or representations to you in relation to: the accuracy of the location of your seat or standing place relative to the stage as indicated on the seating plan prepared for the Venue, the availability of parking at the Venue, the adequacy of traffic accommodation to or from the Venue.**
24. If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction that shall not affect the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement; or the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Agreement.
25. These Terms cancel and supersede all prior negotiations and previous agreements, understandings and arrangements, whether written or oral, between you and BCI or any of its agents, excluding the Ticket Purchasing Terms of Computicket. In the event of a conflict between the terms of this agreement and those of the Ticket Purchasing Terms of Computicket, the terms set out in this agreement shall override the Ticket Purchasing Terms of Computicket.
26. This agreement is the whole agreement between the Parties in respect of the subject matter and no addition to or variation, or novation of this agreement shall be of any force or effect, unless reduced to writing and signed by the parties or their duly authorised representatives.
27. These Terms shall be governed by South African Law and be subject to the exclusive jurisdiction of the South African courts.

General

28. If you experience any problems at the Event, please contact a steward or duty manager as it may not be possible to resolve issues after the Event.
29. In case of emergency please follow instructions and directions from stewards, staff and/or other officials.
30. Please note that loud music at Events can damage hearing.
31. All events are subject to obtaining the relevant licences.
32. When purchasing alcohol at the Venue, if you appear to be under the age of 18 you may be asked for proof of age.
33. Official merchandise is only available from outlets within the Venue. Please beware of unofficial traders offering inferior and illegal goods.

