

Ticketing Terms and Conditions

The Terms and Conditions contained herein are applicable to the purchase of Ticket(s) from Delicious Festival South Africa (Pty) Ltd (“Delicious”, “we”, “us”, “our”) and are governed by the laws of the Republic of South Africa.

We offer the following tickets and packages available for purchase from us (with details available on our Order Forms) –

- (a) General Access;
 - (b) Delicious Lounge;
 - (c) Luxury Lounges (Injabulo Lounge, Injabulo Too Lounge and Zuri Lounge); and
 - (d) Third Party Sales, and includes all items incorporated in such ticket/s or package/s.
- (collectively referred to as “Ticket(s)”)

By purchasing Ticket(s) from us, you acknowledge that you have read, understood and agree to be bound by the Terms and Conditions contained herein.

We reserve the right to amend these Terms and Conditions from time to time, the most recent version of which shall be published on our website. The purchase of Ticket(s) is subject to the applicable version of these Terms and Conditions at the time of purchase.

Important Notice:

These Terms and Conditions apply to any and all purchasers of Ticket(s) from us, including Third Party Agents and purchasers who are deemed to be consumers as defined in the Consumer Protection Act, 68 of 2008 (“CPA”). The purchaser’s attention is drawn to the fact that these Terms and Conditions contain provisions which may –

- (a) limit the risk or liability of Delicious or any other person (including a third party);
- (b) create an assumption of risk or liability by the purchaser;
- (c) impose an obligation on the purchaser to indemnify Delicious or any other person (including a third party) for any cause; and/or
- (d) be an acknowledgement of any fact by the purchaser.

1. Purchase of Ticket(s)

- 1.1 By purchasing Ticket(s) from us, you represent and warrant that you are at least 18 years of age and have the legal capacity to enter into legally binding contracts.
- 1.2 If you are purchasing Ticket(s) on behalf of a company or other legal entity, you hereby irrevocably and unconditionally represent and warrant that you have the authority to bind that company or other legal entity – and all references to “you” and “your” shall refer and apply to that company and other legal entity on whose behalf you are making a purchase of Ticket(s).
- 1.3 Any purchase of Ticket(s) from us forms a legally binding contract that is subject to these Terms and Conditions and other terms and conditions of our event partners and of the Venue.
- 1.4 We reserve the right to cancel any orders or any purchase of Ticket(s) that we reasonably suspect have been made –
 - (a) in breach of these Terms and Conditions; or

- (b) fraudulently or illegally by you or on your behalf, without any liability to offer a refund and without notice to you.
- 1.5 Any Ticket(s) purchased from us remain our property and is a personal revocable licence to entry and attendance of the Event, with the understanding that this right may be withdrawn and admission refused, at any time by us.

2. Reservation of Ticket(s)

- 2.1 All Ticket(s) are subject to availability. Ticket(s) for Delicious Lounge, Injabulo, Injabulo Too and Zuri Lounges, and Third Party Sales are subject to availability upon request.
- 2.2 We reserve the right to limit the number of Ticket(s) sold to a maximum number per purchaser.
- 2.3 All prices for Ticket(s) offered by us are available on the applicable Order Form.
- 2.4 By completing, signing and returning an Order Form, you warrant that you have selected the correct Ticket(s), provided us with the correct information and confirm that your order is correct, prior to purchase.
- 2.5 Once an Order Form has been completed, signed and returned to us, your order will constitute an offer, and we will issue you with a quotation.
- 2.6 Our quotations are valid for 48 (forty-eight) hours. Our quotations for Third Party Sales are valid for 7 days.
- 2.7 Your order will be accepted and your Ticket(s) will be reserved upon return of a signed quotation to us and receipt of a PO Number.
- 2.8 Should we not receive a signed quotation within the time period stipulated in clause 2.6 above, the quotation is null and void.
- 2.9 Any changes required to your initial order or any additional Ticket(s) will require a new Order Form to be completed, signed and returned to us.
- 2.10 We reserve the right to process all information provided in the completed Order Form and/or to request additional information from you for verification purposes and in order to prevent fraud.

3. Payment Terms

- 3.1 Once we have received the signed quotation as referred to in clause 2 above, we will issue an invoice to you.
- 3.2 All invoices are payable within 48 (forty-eight) hours of the date recorded on the invoice.
- 3.3 Your purchase of Ticket(s) will be accepted upon payment of the invoice in full. Payment is only deemed to be made in full upon clearance of the funds.
- 3.4 Should we not receive payment in full within the time stipulated in clause 3.2 above, the invoice will become null and void and the reservation of your Ticket(s) will be cancelled.
- 3.5 You are entitled to exchange or upgrade the purchased Ticket(s) at any time before the Event, subject to a reasonable admin fee and only if such exchange or upgrade is for the same price or more and is for the Event for which the Ticket(s) were purchased.

4. Access to Ticket(s)

- 4.1 Ticket(s) can be accessed through the TicketMaster website or mobile application once you have set up your

TicketMaster account. It is your responsibility to read and ensure that you understand TicketMaster’s applicable terms and conditions when creating your TicketMaster account.

- 4.2 It is your responsibility to ensure that your Ticket(s) are received by you prior to the Event, that the information contained on your Ticket(s) is correctly reflected and that your Ticket(s) is kept in a safe place prior to the Event. We and TicketMaster will not be held responsible for any lost, stolen, damaged or destroyed Ticket(s) following receipt or collection by you.
- 4.3 Only one contact person (Ticket Transfer person) is required, and this person will be responsible for receiving and transferring the Ticket(s) and any other items included in such Ticket(s), including parking vouchers through your TicketMaster account.

5. Third Party Sales

- 5.1 A minimum of 20 (twenty) Ticket(s) are required to make use of the Third Party booking discount and are subject to Event team approval.
- 5.2 Verified and approved Third Party Agents will be charged a 10% discounted rate with agreement that the Third Party Agent will sell tickets to their clients at the agreed face value amount.
- 5.3 Any re-purposed Sales Material created by a verified and approved Third Party Agent must be signed off and approved by us before release to market. A file with all relevant logos and brand assets will be shared with contracted Third Party Agents to apply and utilise in any of the aforementioned re-purposed Sales Material.

6. Ticket(s) Restrictions

- 6.1 Unless you have been verified and approved by us as a Third Party Agent or have our written permission to do so, your Ticket(s) may not be resold or offered for resale. Should we reasonably suspect that you have purchased Ticket(s) with the intention to resell such Ticket(s) or have resold such Ticket(s), we reserve the right to cancel your Ticket(s) without any liability to offer a refund and without notice to you.
- 6.2 Unless we provide you with the express written permission to do so, you may not use your Ticket(s) or any of our Sales Material, logo’s, trademarks or any intellectual property, for commercial purposes, including but not limited to advertising, competitions, contests, sweepstakes, promotions or in conjunction with other products or sales. Should we reasonably suspect that you have contravened this clause 6.2, we reserve the right to cancel your Ticket(s) without any liability to offer a refund and without notice to you.

7. Rescheduling, Cancellation or Alteration of the Event

- 7.1 Ticket(s) are sold subject to our right to alter or vary the programme of the Event at our discretion or due to events or circumstances beyond our reasonable control, without being obliged to refund monies or exchange Ticket(s).
- 7.2 When purchasing Ticket(s) for the Delicious Festival International Food & Music (“the Event”) you acknowledge and accept that the Event may be rescheduled,

cancelled or materially altered from time to time for any reason and you accept that the provisions below will apply in such circumstances.

7.3 Rescheduling of the Event:

7.3.1 If the Event is rescheduled for whatever reason, purchased Ticket(s) will be valid for the rescheduled Event once a date has been confirmed, or you will be offered Ticket(s) of a value corresponding with your original Ticket(s), at the time of purchase, for the rescheduled Event (subject to availability).

7.3.2 Should you be unable to attend the rescheduled Event, and you provide us with written notification within the time stipulated in the announcement that the Event has been rescheduled, you will be able to cancel your purchase and you will be entitled to a refund of the purchase price of your Ticket(s) at the time of purchase. You will not be entitled to a refund of any order handling and/or delivery fee if your Ticket(s) has already been dispatched or delivered to you.

7.3.3 Failure to notify us within the time period referred to in clause 7.3.2 above that you are unable to attend the rescheduled Event will be deemed to be a reconfirmation of your order for and purchase of Ticket(s) for the rescheduled Event, and you will not be able to claim a refund.

7.4 Cancellation:

7.4.1 If the Event is cancelled in full and not rescheduled for whatever reason, your purchase will be cancelled, and you will be entitled to a refund of the purchase price of your Ticket(s) at the time of purchase. You will not be entitled to a refund of any order handling and/or delivery fee if your Ticket(s) has already been dispatched or delivered to you.

7.4.2 If you have purchased Ticket(s) for more than one day of the Event and only one day (but not all days) has been cancelled, you may only be offered a proportionate partial refund of the purchase price of your Ticket(s) at the time of purchase.

7.5 Material Alteration:

A "material alteration" is a change in the Event (other than rescheduling, which can and does happen, is a foreseeable possibility, and thus is not a material alteration) which, in our reasonable opinion, makes the Event materially different to that which purchasers of the Ticket(s), taken generally, could reasonably expect. The following are not deemed to be a material alteration:

- (a) changes to individual members of a band;
- (b) changes to supporting acts;
- (c) changes to the line-up of artists performing at the Event (including changes to the headline acts even if already announced, which can and does happen from time to time);
- (d) adverse weather conditions;
- (e) curtailment of the Event where the majority of the Event is performed in full; and
- (f) delays to starting of the Event or changes to the duration of performances at the Event.

7.5.1 If the Event is materially altered for whatever reason, purchased Ticket(s) will be valid for the altered Event, or you will be offered Ticket(s) of a value corresponding with your original Ticket(s), at the time of purchase, for the altered Event (subject to availability).

7.5.2 Should you not wish to attend the altered Event, and you provide us with written

notification within the time stipulated in the announcement that the Event has been altered, you will be able to cancel your purchase and you will be entitled to a refund of the purchase price of your Ticket(s) at the time of purchase. You will not be entitled to a refund of any order handling and/or delivery fee if your Ticket(s) has already been dispatched or delivered to you.

7.5.3 If you have purchased Ticket(s) for more than one day of the Event and only one day (but not all days) has been materially altered, you may only be offered a proportionate partial refund of the purchase price of your Ticket(s) at the time of purchase.

7.5.4 Failure to notify us within the time period referred to in clause 7.5.2 above that you are unable to attend the altered Event will be deemed to be a reconfirmation of your order for and purchase of Ticket(s) for the altered Event, and you will not be able to claim a refund.

7.6 Only the original purchaser of the Ticket(s) will be entitled to any refund or credit available.

7.7 Ticket(s) cannot be cancelled, exchanged or refunded after purchase, save in the circumstances provided for in this clause 7 or as promulgated in applicable laws. The provisions of section 44 of the Electronic Communications and Transactions Act, 25 of 2002 do not apply to Ticket(s).

7.8 Notwithstanding the above, to the extent that you are a consumer for purposes of the CPA, if you provide us with proof that the person for whom, or whose benefit the Ticket(s) was purchased will not be able to attend the Event due to his or her death or hospitalisation, no cancellation fee will apply in respect of a refund of the purchase price of the relevant Ticket(s) at the time of purchase.

8. Indemnity

8.1 You hereby indemnify and hold us (including our owners, directors, officers, affiliated entities, event partners, officers, directors, employees and sub-contractors) harmless against any losses, damages, expenses (including reasonable legal fees), liabilities, claims and/or demands suffered by us arising out of or in connection with your breach of these Terms and Conditions or any other applicable terms and conditions, breach of any applicable laws or regulations, or breach of any third party rights.

9. Limitation of Liability

9.1 To the maximum extent permitted by applicable laws, we (including our owners, directors, officers affiliated entities, event partners, officers, directors, employees, and sub-contractors) shall not be liable for any death, injury (unless such death or injury was solely and directly caused by our negligence), loss, or damage to any person however caused, nor shall we be liable for any illness, disability or death attributable to your physical condition or for the aggravation of such condition.

9.2 To the maximum extent permitted by applicable laws, we (including our owners, directors, officers affiliated entities, event partners, officers, directors, employees, and sub-contractors) shall not be liable for any loss or damage to your property or personal belongings, or those of your guests attending the Event under your

purchased Ticket(s).

9.3 Subject to applicable laws we (including our owners, directors, officers, affiliated entities, event partners, officers, directors, employees, and sub-contractors) shall not be liable in any circumstances for any indirect or consequential damages.

9.4 We will not be liable to you for failure to perform any of our obligations under these Terms and Conditions to the extent that the failure is caused by a *force majeure* event, which means any cause beyond our reasonable control, whether foreseeable or not, including without limitation, local, national, regional, or global pandemic, epidemic or other similar outbreak of illness, disease, virus or infection; fire, flood, or acts of God; war, riot, strike or lockout or other civil disturbances; acts of terrorism; theft or malicious damage of essential equipment; acts or regulations of national or local governments or authorities. The provisions of clause 7 will apply if the Event is rescheduled, cancelled or materially altered due to a *force majeure* event.

10. General

10.1 In the event that any provision of these Terms and Conditions is, for any reason, found to be directly or indirectly invalid, unenforceable or contrary to any applicable law, such provision shall be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (i.e. *pro non scripto*) and severed from the balance of these Terms and Conditions, without invalidating the remaining provisions of these Terms and Conditions.

10.2 We shall be entitled to assign our rights and obligations under these Terms and Conditions provided that your rights are not adversely affected.

10.3 No delay, suspension or postponement by us of any of the provisions of these Terms and Conditions shall constitute a waiver of any of our rights contained herein.

10.4 The clause headings and the heading of these Terms and Conditions are for convenience only and shall not be taken into account in the construction or interpretation of any of the provisions of these Terms and Conditions.

10.5 The use of the words "including", "includes" or similar words, shall not be interpreted as limiting the words preceding them to the examples, lists or specific words following them (i.e. the *eiusdem generis* rule shall not apply).

10.6 Nothing contained in these Terms and Conditions and no action taken by you or us pursuant to these Terms and Conditions shall create, or be deemed to create a partnership, joint venture, or establish a relationship of principal and agent.

10.7 Any dispute between us and you arising out of or in connection with these Terms and Conditions will be handled exclusively by the jurisdiction of the courts of the Republic of South Africa.