

## COMPUTICKET TRAVEL AND EVENT TERMS OF USE

Customer Care Centre: +27 (0) 11 340 8000 | 0861 915 8000 - Mo. – Sa. 08:00 - 20:00 (GMT+2)

email: [info@computicket.com](mailto:info@computicket.com)

(Version: 12/03/2024)

---

### Important notice:

- (a) Please read our terms of use carefully. Your use of our services will be subject to the then current version of these terms published on our website at the time of your use. If you do not accept our terms of use, you may not use our services.
  - (b) Our terms contain specific provisions to limit our liability, allocate risk or liability to you or constitute acknowledgement of fact by you. These terms have been set out in capital letters. You should pay particular attention to these terms since they limit your ability to recover losses that you may incur in connection with your use of our services. In terms of section 11 of the Electronic Communications and Transactions (ECT) Act 25 of 2002 and the common law of contract, these terms are valid, binding, and enforceable against persons that access this website, or use a service through this website. If you do not agree to be bound by these terms, you must leave this website immediately, as further use will automatically bind you to these terms.
  - (c) If you are not yet 18 (eighteen), you must obtain your parents' or legal guardians' advance authorisation, permission and consent to be bound by our terms of use prior to you using any of our services or participating in any of the activities offered. If you are under 18 (eighteen) and fail to obtain such consent you may not use the services or participate in the activities. The use of some of our services may require that you are over 18 (eighteen) and of full legal capacity. In such event you should ask your parent or legal guardian to perform the transaction for you.
  - (d) We may change our terms of use from time to time. Such changes will take effect as and when published. Therefore, you should keep up to date with their content and read these terms of use on a regular basis since the then current version of these terms will apply to your use. If you continue to use our computer systems, mobile applications and services after our amended terms of use have been published, it will constitute a deemed acceptance of such amended terms of use.
  - (e) Should you have any questions regarding these terms of use, please contact our Customer Care Centre (details at the top).
- 

## PART A: GENERAL INFORMATION AND TERMS

### 1. General Information

"We" are Computicket (Pty) Ltd and "us" and "our" have a corresponding meaning herein. We are a private company incorporated in accordance with the laws of South Africa with registration number 1971/003946/07.

Our General Manager is K. Drennan and details of our Board of Directors are available at <https://travel.computicket.com/legal>

Our postal address is PO Box 215, Brackenfell, 7561.

Our business address is Computicket House, Greenacres Office Park, Cnr. Barry Hertzog / Rustenburg and Victory Roads, Victory Park.

Our registered address of establishment is at Cnr. William Dabbs Street and Old Paarl Road, Brackenfell, Western Cape, South Africa and we will accept service of all legal documents there.

Our telephone number is: +27 (021) 980 4000.

Our website is located at [computicket.com](http://computicket.com).

Our e-mail address is [info@computicket.com](mailto:info@computicket.com).

Our VAT number is 4480113127.

We are members of the following professional bodies: Theatre Management of South Africa.

Our webmaster can be contacted at [webmaster@computicket.com](mailto:webmaster@computicket.com).

## **2. Definitions**

In these terms of use:

“Booking” means any reservation or booking pertaining to an event or the Service Components of your Package, including as evidenced through a ticket, till slip, voucher, reservation number or other form of booking confirmation;

“Content” means any information, data, text, software, music, sound, photographs, graphics, footage, messages and tags contained on this website;

“Event Organiser” means providers, promoters and organisers of events;

“Package” means the entire travel package booked through this site consisting of all the relevant Service Components;

“Service Components” mean each individual part of a travel package including, but is not limited to, arrangements for transport, accommodation and tickets to events of any kind;

“Supplier” means the service providers that supply the Service Components of a Package, including airlines and other travel operators, hotels and other providers of accommodation, tour operators and car rental companies;

“terms of use” means the terms and conditions set out herein;

“Ticket Terms” means: (i) in the context of a Package, the standard terms and conditions of a Supplier pertaining to the Service Component it provides, or (ii) in the context of an event, an Event Organiser’s terms and rules applicable to the particular event;

“Travel Documents” mean all documents issued by us or the supplier relating to the Service Components of your Package including but not limited to confirmations of Bookings, brochures and itineraries;

“we”, “us” and “our” means Computicket (Pty) Ltd (and, unless the context indicates otherwise, its owners, employees, contractors, suppliers, service providers, agents and affiliates);

“you” means the user of this website or our services;

Hyperlinks, which are not operational, will not in any way detract from the validity and interpretation of these terms.

## **3. General Conditions of Use**

3.1 You are solely responsible for any and all fees that may apply to your communications with our computer systems or mobile applications.

3.2 You may not access or use our computer systems or mobile applications for any purpose other than for utilizing the services offered via such systems or applications in the normal manner. You may not access our computer systems or mobile applications for the purposes of redistributing or otherwise using any of our content for your own business purposes unless you are expressly licensed thereto by us in writing. You may not use your access to our computer systems or mobile applications in a manner that would bring us, our business and/or any of our affiliates into disrepute.

3.3 You may not access our computer systems or mobile applications for unlawful purposes or use it in a manner which infringes our rights or the rights of any other person or restricts or inhibits the use of or enjoyment of our computer systems or mobile applications by any other person. In this regard, you must comply with the laws, regulations and codes of conduct applicable to your use of our computer systems and mobile applications.

3.4 You may not post or transfer any material to our computer systems or mobile applications that is unlawful or violates any third party’s rights or which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other parties’ computer system or mobile applications. We may delete any material you have submitted to our computer systems or mobile applications and/or suspend your access to any part of our computer systems or mobile applications at any time without notice.

3.5 We do not proactively monitor, edit, control or filter the content submitted to our computer systems or mobile applications by our users. Such Content, including as may be found in blogs, forums, chat groups, comment sections and bulletin boards, do not represent our views and we have not authorised or endorsed such Content. Such Content should also not be viewed as professional advice of any kind, be it medical, legal, financial or otherwise. Please notify our Customer Care Centre (details at the top) if you have a complaint about the activities of or Content submitted by a user of our computerised services or mobile applications.

3.6 We do not distribute or endorse any products, services or events posted, promoted and/or listed on our computer systems, mobile applications or made available via our services and our display of such products, services or events should not be construed as any form of endorsement thereof. All arrangements regarding such products, services and events are to be made directly with the Supplier thereof.

3.7 Notwithstanding that our computer systems or mobile applications may enable access to third party systems and that some third party systems may contain enable access to our computer systems or mobile applications, we do not control, endorse or approve the activities or content made available via any such third party systems. Please contact the relevant system proprietor if you have such a complaint about the activities or Content made available via a third-party system.

3.8 Proprietary rights (including without limitation, trademarks, copyright and patent rights) in our computer systems or mobile applications and the content thereof belong to us and our licensors, including in the compilations, collective works and derivative works created incorporating the content of our users. The individual Content you may submit to our computer systems or mobile applications will remain your property, but you grant us an irrevocable, perpetual, worldwide, transferable, sub-licensable and royalty-free license to use such content free from any restriction and on the basis as if we were the owners thereof, including by modifying, reproducing, compiling, publishing, publicly performing, distributing, broadcasting and promoting it.

3.9 THE DOWNLOADING AND USE OF DATA FROM OUR COMPUTER SYSTEMS OR MOBILE APPLICATIONS IS DONE AT YOUR SOLE DISCRETION. YOU SHOULD INDEPENDENTLY VERIFY THE COMPLETENESS AND RELIABILITY OF INFORMATION OBTAINED FROM OUR COMPUTER SYSTEMS OR MOBILE APPLICATIONS. ALSO BE AWARE THAT VIRUSES OR CODE WHICH MAY HAVE A HARMFUL EFFECT ON YOUR COMPUTER SYSTEM OR MOBILE PHONE COULD BE TRANSMITTED TO YOU. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUITABLE PROTECTION MECHANISMS TO PREVENT SUCH HARM FROM OCCURRING.

3.10 ACCESS TO OUR COMPUTER SYSTEMS, MOBILE APPLICATIONS AND SERVICES IS PROVIDED TO YOU FREE OF CHARGE. RELIANCE ON AND USE OF OUR COMPUTER SYSTEMS, MOBILE APPLICATIONS, CONTENT AND SERVICES ARE THEREFORE AT YOUR OWN RISK. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE ARISING IN CONNECTION WITH YOUR RELIANCE ON OR USE OF OUR COMPUTER SYSTEMS, MOBILE APPLICATIONS OR THE CONTENT OR SERVICES PROVIDED, SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY APPLICABLE LAW OR THE CONTRARY IS EXPRESSLY STATED.

3.11 We also reserve the right, without notice, and in our sole and absolute discretion, to make changes to any parts of this site inclusive of changes to these terms of use including those relating to our ordering service. It is your responsibility to review our terms of use on a regular basis. If you continue to use this site after our amended terms of use has been posted on the website, it will constitute a deemed acceptance of such amended terms of use. We specifically reserve the right at any time to change or discontinue without notice, any aspect and/or feature of this website, unless it will materially affect a large group of customers in which instance we will endeavour to send out a notice to these customers advising them of such discontinuation.

3.12 You will be required to choose a username and a password when registering with us or using some of our services. You are responsible for keeping your username and password secret. You will be required to enter your username and password every time you want to use one of our services. YOU ACCEPT THAT YOU WILL BE PERSONALLY LIABLE FOR ALL TRANSACTIONS CONCLUDED ON YOUR ACCOUT.

3.13 We have to protect our business and secure our computer systems. Consequently, you should note that we may monitor and keep records of any communication that you may send to or receive from our computer systems or mobile applications and we may use, publish and disclose such communications for any lawful purpose. This may include our filtering of incoming and outgoing electronic data messages to identify, limit and/or prevent the transmission of unlawful or otherwise undesirable material or content.

---

## **PART B: TICKET AND PACKAGE BOOKING AND PURCHASING**

### **4. General booking conditions**

4.1 All tickets for events that occur in South Africa and Bookings of Packages are stated in South African Rand (ZAR). If you are making use of our service from outside South Africa you are solely liable for any currency conversion costs, exchange rate fluctuations and international bank fees that may be charged by your bank or financial services provider in addition to the advertised price of the ticket.

4.2 WE ACT AS AN AGENT FOR SUPPLIERS AND EVENT ORGANISERS. WE SELL TICKETS TO YOU AND ACCEPT BOOKINGS ON BEHALF OF SUCH SUPPLIERS AND EVENT ORGANISERS AND COLLECT PAYMENT FROM YOU ON BEHALF OF THEM. EACH TICKET THAT YOU PURCHASE FROM US AND BOOKING THAT YOU MAKE IS SUBJECT TO THESE TERMS OF USE AND CONSTITUTE A DIRECT AGREEMENT BETWEEN YOU AND THE EVENT ORGANISER OR SUPPLIER, GOVERNED BY THEIR TICKET TERMS. Such Ticket Terms may be referred to or set out on the relevant ticket or Booking, or may otherwise be made available to you on our computer systems or mobile applications. Each ticket that you purchase from us is intended to be a revocable license to attend the particular event to which the ticket pertains only and will not enable you to attend any other event.

4.3 YOU ARE THUS ACQUIRING EACH TICKET OR SERVICE COMPONENT OF YOUR PACKAGE FROM THE RELEVANT EVENT ORGANISER OR SUPPLIER AND NOT FROM US, AND YOUR RIGHTS PERTAINING TO SUCH TICKET OR SERVICE COMPONENT ARE ENFORCEABLE AGAINST SUCH EVENT ORGANISER OR SUPPLIER ONLY AND ARE REGULATED BY THE TICKET TERMS, WHEREAS THESE TERMS OF USE APPLY TO THE PROCESSES DESCRIBED HEREIN ONLY AND DETERMINE THE RIGHTS AND OBLIGATIONS YOU HAVE AS AGAINST US IN RESPECT OF SUCH PROCESSES ONLY. It is your responsibility to familiarise yourself with the relevant Ticket Terms before submitting a booking request.

### **5. Booking Process**

5.1 To make a Booking with us, you will be required to complete the prescribed Booking form. You must be over the age of 18 (eighteen) years and able to conclude binding contracts to submit a Booking to us or, if you under the age of 18 (eighteen) years, you must have obtained the consent of your parents or legal guardian to make a Booking. If you book on behalf of another person, you must have obtained their consent to use their personal information for this purpose. If you do not comply with the aforesaid you may not submit any Booking via our computer systems. We may require you to provide us with documents proving your age and/or the consent of your parents or legal guardian or the person on whose behalf the Booking is made prior to accepting any Booking from you.

5.2 You may submit booking requests for tickets to us by completing our online Booking process and submitting your payment information to us in the prescribed manner. Our Booking process will provide you with an opportunity to review the entire transaction, to correct any mistakes and to withdraw from the transaction before finally submitting your Booking request. Please make sure that the Booking details are correct before submitting the Booking request, since it is unlikely that any mistake you make can be rectified later. We may limit your Booking to a specified number of persons to discourage unfair Booking practices.

5.3 Once submitted, your Booking request will constitute an offer in accordance with these terms of use and the Ticket Terms that is open for acceptance by us to conclude a binding agreement with you. It is your responsibility to review such Ticket Terms before making a Booking. Following receipt of your Booking request, we will send you a confirmation notice confirming acceptance or rejection of your Booking request containing the relevant Booking number and Travel Documents.

5.4 A legally binding contract will be formed between us upon the earlier of (i) our sending of such a confirmation notice confirming our acceptance of your Booking, or (ii) our delivery of the tickets ordered in accordance with these terms of use. We reserve the right not to accept or process your Booking request and we will notify you if this is the case. In particular, we may refuse to sell you tickets to events, or accept your Booking request for Service Components for lack of availability or if you do not meet the specified qualification criteria, including if you do not comply with the minimum age for the particular event stipulated by law or if the number of persons in your Booking exceeds any applicable limit specified for the relevant event or Service Component.

5.5 Please note that while we will try to send you a confirmation notice for every valid Booking request, we cannot guarantee that such confirmation notice will be received by you, nor that, if they are received by you, that they will be legible

and uncorrupted. Your failure to receive such confirmation notice will not affect the validity of the agreement concluded between us in respect of a Booking.

5.6 If you do not receive a confirmation notice after submitting your payment information, or if you experience an error message or service interruption after submitting your payment information, you should confirm with us whether or not your order has been received and processed. Only you may be aware of any problems that may have occurred during the booking process. WE WILL NOT BE LIABLE FOR ANY LOSSES YOU MAY INCUR IF YOU ASSUME THAT A BOOKING WAS NOT PROCESSED BECAUSE YOU FAILED TO RECEIVE OUR CONFIRMATION NOTICE.

5.7 The information you have submitted with your Booking request will be processed as you have provided it. If you realise that an error has been made or that you need to make a change to such information, you should contact our Customer Care Centre immediately (details at the top).

5.8 These terms of use shall override any contrary terms or conditions incorporated by you in your order and any such conflicting terms or conditions will not form part of any agreement concluded between us in respect of the Booking.

5.9 We will retain records of completed Bookings made by you for a period of 6 (six) months. Your Booking will be sent to the email address you provide to us during the Booking process – please retain this as proof of your Booking.

5.10 If any problems arise in respect of delivery or the handling of your Booking, please contact our Customer Care Centre (details at the top).

## **6. Description and Pricing**

6.1 The details of the Service Components or events (including the details of the relevant Supplier or Event Organiser, venues and seating arrangements) for which Bookings can be made via this site will be as described on our website. Such descriptions are provided to us by the relevant Suppliers and Event Organisers. WE DO NOT ENDORSE ANY OF THE SERVICE COMPONENTS AND EVENTS AND WE DO NOT DETERMINE OR CONTROL DELIVERY, PRICES OR AVAILABILITY IN RESPECT OF THE SERVICE COMPONENTS AND EVENTS AND ARE THEREFORE NOT RESPONSIBLE FOR ANY INACCURACY, UNAVAILABILITY OR CHANGES IN PRICING THAT MAY OCCUR. WE ARE ALSO NOT RESPONSIBLE FOR SECURING ANY SERVICE COMPONENT, VENUE, GRANTING YOU ADMISSION TO ANY VENUE OR FOR THE SECURITY OR SEATING ARRANGEMENTS FOR ANY VENUE, OR FOR THE SCHEDULING, TIMELY DELIVERY, SUITABILITY OR QUALITY OF PERFORMANCES, VENUES OR THE SEATING ARRANGEMENTS OR YOUR ENJOYMENT OF ANY SERVICE COMPONENT. PLEASE CONTACT THE RELEVANT SUPPLIER OR EVENT ORGANISER IF YOU ARE DISSATISFIED WITH ANY OF THE AFORESAID.

6.2 Star ratings for accommodation are used to symbolise the overall quality, level of service, food standard and range of facilities available at the particular establishment. The criteria applied within each country will vary depending on the specific requirements established by the relevant issuing body where such a body exists, since some countries do not use star ratings for official categorisation of accommodation. RELIANCE ON SUCH RATINGS IS AT YOUR OWN RISK.

6.3 The supply of tickets or Packages offered to you depends upon the availability thereof. We may without prior notice change the price, change or discontinue the availability or change the description of the Service Components, venues, seating arrangements or events for which tickets are made available. Special promotions may be subject to certain additional terms and conditions. It remains your responsibility to ensure that you have read and understood the Ticket Terms as may be applicable to your Booking.

6.4 The costs associated with travel arrangements are not always stable, and currency movements can fluctuate. It is impossible to predict these movements in advance. When you book a Service Component, we reserve the right to pass on any surcharges to you. Surcharges may be imposed to cover increases in transportation costs, including the costs of fuel and security charges, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports, or exchange rates applied to the particular package. The price of travel arrangements will remain fixed only once full payment thereof.

6.5 Airfares are subject to the prices and conditions quoted by the particular airlines and cannot be guaranteed by us. The onus is on you to ascertain whether there have been any changes in these prices before making final payment thereof.

6.6 Unless otherwise stated, all ticket prices displayed are in South African Rand. All prices indicated as applying to tickets or Service Components will be exclusive of delivery fees which will be separately charged to you in respect of all

deliveries for Travel Documents and other documents in accordance with the specified rates. In the event of a cancellation, exchange or replacement of tickets at your request a stipulated handling fee and/or a cancellation fee may also apply.

6.7 All prices indicated as applying to Service Components and tickets will be inclusive of VAT but exclusive of any other taxes and duties, which, unless otherwise indicated, will also be charged separately if applicable.

## **7. Payment**

7.1 You will be required to provide the necessary payment account details (such as credit card details) when submitting your Booking request. By submitting a Booking request to us, you authorise us and, where applicable, our third-party payment service providers to debit your designated account with the relevant amounts due for the Service Components or tickets ordered. Such authorisation will allow us to obtain payment at any time after our confirmation of your Booking.

7.2 We will not be obliged to issue any tickets or Travel Documents to you prior to receiving full payment of the full agreed amount payable in respect of such Booking. Should we be unable to duly effect such payment for any reason, your Booking may be cancelled and your Service Components or tickets may be resold to another customer without further notice. You warrant that you are duly authorised to make payments from the account designated by you. You also authorise us to pay all amounts to be refunded to you into such account.

## **8. Collection and delivery of Travel Documents**

8.1 We will provide you with an itinerary, Booking number and other electronic Travel Documents upon or following confirmation of your Booking of a Service Component or Package. Such Travel Documents will be provided to you electronically via our website or at the email address provided by you. It is your responsibility to make and securely retain such copies thereof as may be required to exercise your rights in respect of the relevant Booking. When arriving at the relevant Supplier, you may be required to present your credit card, reasonably acceptable photo identification (passport, identity document and/or driver's license) and any relevant Booking number and/or other relevant Travel Documents that we may have issued to you in respect of the particular Booking. The Supplier will not be obliged to honour the Booking unless you provide the Supplier with such proof of your Booking as it may reasonably require. Some airline and bus carriers do not accept a driver's license as proof of identification. Please contact us directly to confirm.

8.2 It may sometimes be appropriate to collect Travel Documents from our Money Market kiosks. When arriving at the relevant Money Market kiosk, you may be required to present your credit card, reasonably acceptable photo identification (passport, identity document and/or driver's license) and any relevant Booking number and/or other relevant Travel Documents that we may have issued to you electronically in respect of the particular Booking. We will not be obliged to provide you with any further Travel Documents unless you provide us with such proof of your Booking as we may reasonably require.

8.3 You should check all details of the Travel Documents (including the itinerary) upon receipt thereof. If there are any inaccuracies on any of the Travel Documents, or should you have any further queries, you should contact our Customer Care Centre immediately (details at the top). WE WILL NOT BE LIABLE FOR ANY DELAY AND/OR LOSS OCCASSIONED AS A RESULT OF ANY INACCURACIES ON ANY TRAVEL DOCUMENTS.

## **9. Collection and delivery of event tickets**

9.1 The following options are available based on your selection at the time of check-out; you can:

- collect from a store; or
- collect from the venue box office; or
- download an electronic ticket or reference number; or
- print your ticket at home; or
- have your ticket delivered to you.

9.2 You can collect your tickets at any Money Market kiosk prior to the event, or if a box office is available at the relevant venue, at such box office. We recommend that you collect your tickets at least 48 (forty-eight) hours before the event. You will be required to present your credit card, reasonably acceptable photo identification (ID book or passport) and any booking number that we may have issued to you. We will not be obliged to provide the tickets to anyone failing to provide us with such details.

9.3 You may be provided with electronic tickets containing unique identification numbers, barcodes and/or access codes. You are responsible for keeping such identification numbers, barcodes and/or access codes secure since such identification numbers, barcodes and/or access codes will enable the first user thereof to access to the relevant event and only a single use thereof will be permitted.

## **10. Flight reconfirmation**

It is your responsibility to reconfirm the departure date and times of all flights at least 72 (seventy-two) hours prior to anticipated departure. This is particularly important in respect of subsequent journeys, once leaving South Africa. WE WILL NOT BE LIABLE FOR ANY DELAY AND/OR LOSS AS A RESULT OF YOUR FAILURE TO RECONFIRM ANY FLIGHT AND/OR CONNECTING FLIGHT.

## **11. Ticket, Package and Service Component Resales**

Reselling of Packages, Service Components or tickets booked us is strictly prohibited, and any such resale will entitle us to cancel such Package, Service Component or ticket and to sell them to our other customers. No Package, Service Component, Booking or ticket purchased from us may be used for advertising, promotion or competition purposes unless our prior written consent has been obtained, provided that even if such consent is obtained, you may not use our trademarks or the trademarks of any Supplier or Event Organiser, save as expressly authorised by the relevant trade mark owner.

## **12. Lost, stolen and destroyed tickets and Travel Documents**

12.1 RISK FOR LOSS AND DAMAGE TO TRAVEL DOCUMENTS AND TICKETS SHALL PASS TO YOU UPON YOUR RECEIPT THEREOF. In the event of an electronic ticket or Travel Documents being issued, you must at all times retain the reference numbers appearing thereon. Only the first person using a ticket or, in the case of an electronic ticket, using the unique identification numbers, barcodes and/or access codes provided with such electronic ticket, will be permitted access to a Service Component or an event. Risk for loss and damage to the tickets shall pass to you upon your receipt thereof. Tickets that have been lost, stolen or destroyed will not be refunded or replaced for any reason.

12.2 The loss or theft of a Travel Document or ticket must be reported to us immediately. Certain Suppliers will not authorise us to issue a replacement Travel Document or ticket if it is lost or stolen before or after departure, in which case you will be required to purchase a new ticket at your cost, until such time as we receive authority from the Supplier to make any refund to you, which may take up to 12 (twelve) months to obtain, if at all. Should the Supplier authorise us to issue a replacement ticket, we will be entitled to charge a re-issue fee.

12.3 It is your responsibility to report the lost or stolen Travel Document or ticket to the relevant authorities concerned and to provide us with proof of such report, if we require it.

## **13. Cancellations, changes, refunds and exchanges**

13.1 Please contact us if you wish to make a change to a Package Booking. You will be responsible for the payment of all charges, whatever kind, imposed by the Suppliers providing the affected Service Components when amending a Booking. Fares will be re-quoted at the time of amendment. An administration fee may be charged by us for each change and all extra expenses incurred by you as a result of any such change will be for your account.

13.2 Should your Booking be for a group at a discounted rate and, subsequently, we permit you to amend the actual group number for which the Booking was made so that the final group number no longer qualifies for the particular discount, an additional charge may become payable. Should you not pay such additional charge promptly following the Booking being changed, we may cancel the Booking and refund all payments already made in respect thereof less any administration fee and provided that reasonable cancellation charges as determined by the relevant Suppliers may be charged and deducted from such refund.

13.3 You may cancel online Bookings submitted to us for events or Service Components, at any time prior to the date of the event to which such Booking pertains, by contacting our Customer Care Centre (details at the top). Administration fee

many be charged for each cancelled Booking. You may also cancel and return any issued tickets acquired from us at any time prior to the scheduled date of the event to which they apply by handing in your tickets at any of our Money Market kiosks. When you cancel your Booking or return your tickets, you must provide us with the relevant Booking number. Following receipt of your Booking cancellation or returned tickets, we will refund you the face value paid for the relevant tickets (or, if a discounted ticket, we will refund the discounted ticket price paid), provided that reasonable cancellation charges as determined by the Event Organiser or Supplier may be charged and deducted from such refund. Unless otherwise stipulated by the Event Organiser or Supplier and depending on the prevailing circumstances, the following cancellation charges may apply:

- If the cancellation occurs 30 (thirty) days or more prior to the event or scheduled date of use of a Service Component, a 15% (fifteen percent) cancellation fee will apply;
- If the cancellation occurs less than 30 (thirty) days but more than 7 (seven) days prior to the event or scheduled date of use of a Service Component, a 50% (fifty percent) cancellation fee will apply;
- If the cancellation occurs 7 (seven) days or less prior to the event or a scheduled date of use of a Service Component, a 100% (one hundred percent) cancellation fee will apply;
- Notwithstanding the aforesaid, if you can provide us with suitable documentary proof that a person in whose name a ticket or Service Component was originally 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 Booking.

13.4 Event Organisers may refuse admission to events, alter the program or seating arrangements for events, or even postpone or cancel events in certain circumstances. In such case, the Event Organiser may offer a refund or exchange of tickets for which you may be required to follow certain procedures specified by the Event Organiser. 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. You are entitled to a full refund if the Event Organiser cancels the event. Should an event be cancelled or postponed, we will provide a notice on our website, or contact you directly to inform you of the relevant refund or exchange procedures for that event. You may also contact our Customer Care Centre (details at the top) for instructions. In order to receive any refund or an exchange that is offered, you will have to comply with the Event Organiser's instruction and deadlines.

13.5 If a refund is issued, it will be issued using the same method of payment that was used to purchase the tickets. For example, if a credit card was used to make the refunded purchase, then only that actual credit card will receive the credit for the refund.

13.6 Travel schedules are provided by Suppliers and may be subject to air traffic control or other restrictions. All means of transportation are subject to weather conditions, the need for constant maintenance, and the ability of passengers to check-in on time. WE DO NOT GUARANTEE THAT FLIGHTS, FERRIES, SHIPS, TRAINS OR COACHES WILL DEPART AT THE TIMES STATED IN THE TRAVEL DOCUMENTS. ALL TIMINGS ARE ESTIMATES ONLY.

13.7 IN THE EVENT OF THERE BEING AN UNSCHEDULED CHANGE TO YOUR TRAVEL ARRANGEMENTS, CAUSED BY FLIGHT DELAYS, BAD WEATHER, STRIKES OR ANY OTHER CAUSE WHICH IS BEYOND OUR CONTROL, IT IS UNDERSTOOD THAT THE EXPENSES RELATING TO THESE UNSCHEDULED CHANGES (HOTEL ACCOMMODATION ETC.) WILL BE FOR YOUR ACCOUNT. WE ACCEPT NO LIABILITY FOR CHANGES, OMISSIONS OR DELAYS BEFORE OR DURING THE COURSE OF ANY JOURNEY OCCASSIONED BY TECHNICAL DIFFICULTIES, WEATHER CONDITIONS, STRIKES OR COMMUNICATION BREAKDOWNS OR THE LIKE.

13.8 Every reasonable effort is usually made by Suppliers to adhere to confirmed Bookings, however a Supplier may require cancellations of or changes to a Service Component from time to time. We will try to advise you of any such cancellation of or change to a Service Component of which we become aware as is reasonably practicable. In case of a cancellation or significant change in respect of a Service Component, you may be entitled to cancel and require a refund from the relevant Supplier for which you will have to follow the procedures specified by the relevant Supplier. A change in the departure date, change to a departure time of more than 12 (twelve) hours, change in accommodation reservation date or a change to a lower standard of accommodation than that which was booked generally constitutes significant changes. WE ARE NOT RESPONSIBLE FOR DELIVERING ON ANY SERVICE COMPONENT. Please contact the relevant Supplier if you are dissatisfied with the cancellation of or change to a Service Component.

## **14. Safety and security**



14.1 We will use industry accepted standards to ensure that sensitive payment information (such as your credit card details) provided to us are suitably protected. For such purposes we will implement reasonable security measures which may include cryptographic techniques to protect such information. HOWEVER, WE DO NOT GUARANTEE ABSOLUTE SECURITY OF ANY INFORMATION YOU TRANSMIT TO US OR THAT IS TRANSMITTED TO YOU OR ANY OTHER PERSON.

14.2 Attendance at an event or use of a Service Component may be hazardous to the health or safety of the attendees, their property or people in their care. YOU ATTEND EVENTS AT YOUR OWN RISK. WE ARE NOT RESPONSIBLE FOR THE ARRANGEMENTS OF ANY EVENT OR SERVICE COMPONENT, OR FOR YOUR SECURITY OR SAFETY, OR THAT OF YOUR PROPERTY OR PEOPLE IN YOUR CARE. PLEASE CONTACT THE RELEVANT EVENT ORGANISER OR SUPPLIER IF YOU HAVE SUFFERED ANY LOSS OR DAMAGE IN ATTENDING AN EVENT OR USING A SERVICE COMPONENT.

## **15. Use of your personal information**

15.1 We respect your privacy and adhere to the principles as set out in the Protection of Personal Information Act 4 of 2013 ("POPI"). For the purposes of providing ticketing services to you, we will require you to provide us with some of your personal information and will treat such information in line with POPI.

15.2 We collect personal information from customers to perform the following functions:

- a) Processing of ticket purchases;
- b) Customer service and experience;
- c) Fraud detection;
- d) Fulfilment of services provided to customers;
- e) Communicating to customers when conditions and/or circumstances of any event has changed; and
- f) If the appropriate consent has been obtained, outbound marketing to Computicket customers.

15.3 As a general rule, we will only collect personal information directly from a customer, unless the customer has obtained the consent of another person to book an event on their behalf or where the customer is under the age of 18 (eighteen) if their parent or legal guardian has consented to the supply of their personal information.

15.4 We may also make your personal information available to our affiliates (who may be located outside South Africa) if you have provided consent thereto, in order to enable them to offer goods and services to you that they think will interest you. By using our services and by submitting your personal details, you consent to this transfer and to receive direct marketing material from us and/or our affiliates. We will ensure at all times that the information so shared will be protected as required by POPI.

15.5 We may receive information about you from reliable third parties, if you have provided the necessary consent, and add it to our database. We shall ensure that such third parties operate a similar policy to us in relation to your privacy. When we receive such information, we shall use it to improve the personalisation of our service.

15.6 We collect information when you contact our Call Centres to respond to your query.

15.7 When you contact our customer support services, we collect information that helps us to categorise your query, respond to it and, if applicable, investigate what went wrong. We also use this information to track potential problems and trends to customise our support responses to provide a better service to you. Calls are recorded for quality control and record-keeping purposes.

15.8 Our call centres are committed to keeping your personal information safe and secure. Please take care not to provide more information than what we ask for. Please do not provide your bank account details or passwords to our call centre agents. Any unnecessary information you give us will not be retained.

15.9 We may use recorded calls for the training of our call centre agents to ensure that our agents deal with your queries effectively.

15.10 If you do not want to receive the information as set out above, then please send an e-mail to us at [unsubscribe@shoprite.co.za](mailto:unsubscribe@shoprite.co.za) or contact our Customer Care Centre (details at the top). Alternatively, you are entitled to opt-out of any marketing communications received by exercising the opt-out function on the respective channel.

15.11 To find out more about how we process your personal information, please see our Data Privacy Statement on our website.

## **16. Travel Insurance**

It is strongly advised that you and those travelling with you take out adequate insurance to cover unforeseen incidents such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment. Should your insurers dispute their liability for any reason, you will have recourse against the insurers only. You must liaise with the respective credit card companies in order to obtain specific details of insurance coverage.

## **17. Passports, visas and health**

IT IS ENTIRELY YOUR RESPONSIBILITY TO ENSURE THAT ALL YOUR PASSPORTS AND VISAS ARE CURRENT, VALID, OBTAINED ON TIME AND THAT ANY VACCINATIONS, INOCULATIONS, PROPHYLACTICS (FOR EXAMPLE FOR YELLOW FEVER OR MALARIA) AND THE LIKE, WHERE REQUIRED, HAVE BEEN OBTAINED. PASSPORTS MUST BE VALID FOR 6 (SIX) MONTHS AFTER RETURN TO SOUTH AFRICA. YOU SHOULD CHECK THE REQUIREMENTS WITH THE TRAVEL AGENT BEFORE TRAVELLING. WE MAY ASSIST YOU IF REQUESTED, BUT SUCH ASSISTANCE WILL BE AT OUR DISCRETION AND YOU ACKNOWLEDGE THAT IN DOING SO, WE ARE NOT ASSUMING ANY OBLIGATION OR LIABILITY. IT IS YOUR DUTY TO FAMILIARISE YOURSELF WITH THE INHERENT DANGER OF AND MENTAL AND/OR PHYSICAL CONDITION REQUIRED FOR THE PROPOSED TRAVEL ARRANGEMENTS AND DESTINATIONS. YOU MUST ENSURE THAT THE DETAILS SUPPLIED TO US MIRROR THOSE DETAILS SHOWN ON YOUR PASSPORT FOR INTERNATIONAL TRAVEL AND IDENTITY DOCUMENTS FOR LOCAL TRAVEL AND OF THAT OF ANY OTHER PERSON TRAVELLING WITH YOU.

## **18. Travelling with children**

New Immigration Amendment Act regulations, effective on 01 June 2015, require that all parents arriving, transiting and departing from South Africa produce an unabridged birth certificate for their children. Families not in possession of these documents will be refused to travel. In the case where only one parent is travelling with the children, consent in the form of an affidavit from the other parent register is required. Alternatively, either a court order granting full parental responsibilities and rights, or a death certificate of the other parent must be produced. Please visit <http://www.home-affairs.gov.za/> for all the latest information regarding traveling with minors outside South Africa.

## **19. Warranties and Liability**

19.1 ALTHOUGH WE TRY TO ENSURE THAT THE PARTICULARS OF THE PACKAGES AND EVENTS THAT APPEAR ON OUR COMPUTER SYSTEMS OR MOBILE APPLICATIONS ARE DISPLAYED AND DESCRIBED COMPLETELY AND ACCURATELY, WE DO NOT WARRANT SAME AND DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ANY LIABILITY ARISING FROM ANY OMISSIONS AND INACCURACIES PERTAINING TO SUCH DISPLAY AND DESCRIPTION SAVE TO THE EXTENT THAT SUCH LIABILITY IS CAUSED BY OUR GROSS NEGLIGENCE OR FRAUD.

19.2 WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OF ANY KIND WHATSOEVER, ARISING IN CONNECTION WITH ANY BOOKING (WHETHER IN CONTRACT, STATUTE OR DELICT, INCLUDING FOR NEGLIGENCE), SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY LAW.

19.3 IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH ANY BOOKING EXCEED THE TICKET PRICE ACTUALLY RECEIVED FROM YOU IN RESPECT OF SUCH BOOKING, IRRESPECTIVE OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, STATUTE OR DELICT, INCLUDING FOR NEGLIGENCE), SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY LAW.

19.4 By Booking an event, Package or Service Component with us, you agree to indemnify us in respect of:

- a) All demands, claims, actions, losses and damages of whatever nature which may be brought against us arising from the malfunction or failure or unavailability of any computer system or mobile application function, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, terrorism, any other event beyond our control, interruption or distortion of communication links or arising from reliance on any person or any incorrect, illegible, incomplete or inaccurate information;
- b) 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.
- c) Any unauthorized access to your 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 account.
- d) Any loss or damage occasioned by the failure by you to adhere to these terms of use and/or by supplying 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 us as a consequence of any breach of these terms of use.

## 20. General Information

20.1 Taxes: We will try to advise you of all mandatory taxes, which you must pay before departure. However, many countries charge departure taxes that can only be paid locally. It is therefore recommended that you retain sufficient local currency to meet such charges. Details of departure taxes can be obtained from the relevant Supplier when reconfirming travel arrangement details.

20.2 Medical Problems: You must ensure that all facilities offered are able to cater for any requirements from a medical or disability point of view and to make direct arrangements with the Event Organiser or Supplier concerned in order to cater for your needs or that of any person travelling or attending an event with you.

20.3 Renovations: Places providing accommodation undergo renovations from time to time and usually take all possible steps to limit disruption to their guests. We will not entertain complaints or requests for refunds if the establishment you stay at is carrying out renovations whilst you are there. If we are specifically advised of renovation work, we may provide you with the relevant dates. YOU ACKNOWLEDGE THAT WE ARE NOT ALWAYS NOTIFIED BY THE RELEVANT SUPPLIERS.

20.4 Charges to your credit card: Any charges made to your credit card whilst away remain your responsibility. We will not be responsible, nor accept responsibility for having these charges reversed or corrected.

20.5 Driver's License: Even if you have obtained an international driver's license, we suggest that you take your national driver's license with you when you travel.

---

## PART C: COMPETITIONS

21.1 Unless expressly stated otherwise, these terms of use will apply to all competitions offered by us. In the event of conflict between these terms and the rules applicable to any specific competition, the specific competition's rules will prevail. Specific competition rules will be made available on our website. The competition offer will set out at least the following:

- The prizes on offer;
- The steps required to participate;
- The basis for determining the winners;
- The closing date;
- How the winners will be made known;
- Where, when and from whom prizes are to be claimed; and
- The address of the web pages where the competition rules and these terms can be obtained.

21.2 All competitions offered will only be open to residents of South Africa that are over the age of 18 (eighteen) years, unless expressly stated otherwise. We may also stipulate additional entry criteria for entrants to a competition and any entrant failing to comply with such criteria may be refused entry, or will not be eligible to win a prize. You may be required to submit proof of age before participating in a competition, or prior to receiving a prize.

21.3 Anyone working for us or any entity in our group or for the supplier of the prizes for the relevant competition (including any director, employee, contractor, agent or consultant) and any person with more than 5% (five percent) shareholding in any of our group entities, as well as any immediate family members of any of the aforesaid are prohibited from entering any competitions offered by us.

21.4 The closing date for any competition will be as stated. The judges cannot accept responsibility for late entries.

21.5 We will be entitled to all right, title and interest in all entries submitted, including all intellectual property rights. Entrants must do all things necessary, including the execution of any requisite documentation to transfer such rights to us, as and when requested.

21.6 The judges' decision regarding the winners will be final and we will not enter into correspondence.

21.7 Where entry by SMS is applicable, standard SMS rates will apply. Free rates do not apply.

21.8 Any deviation from the rules and/or attempt to manipulate the outcome of the prize will result in disqualification.

21.9 We reserve the right not to award a prize in any situation where it would be unlawful to do so.

21.10 Multiple winners may be subject to tie-break to decide an outright winner.

21.11 We may re-allot prizes if we are unable to contact selected winners. Please ensure that you provide the correct contact details.

21.12 Winners may be requested to be photographed for publicity purposes or to participate in a radio or television broadcast or other marketing activity. No fees will be payable in this regard. Participation in any such marketing activity is voluntary and may be declined.

21.13 No cash alternative is available to any prize unless expressly stated otherwise.

21.14 Prizes are non-transferable in whole or in part, must be taken as stated and may not be sold to a third party. You must confirm acceptance of the prize as stated, failing which you will no longer be eligible for a prize, and that prize will be re-allotted.

21.15 If any prize offered becomes unavailable for reasons outside of our control, we reserve the right to select an alternative prize of equivalent type and value.

21.16 Where prizes involve travelling abroad, winners must be in possession of a valid passport, required visas and the relevant health certificates.

21.17 WE ACCEPT NO RESPONSIBILITY FOR ANY INCORRECT OR INCOMPLETE REGISTRATION DETAILS THAT YOU MAY SUPPLY AS PART OF YOUR REGISTRATION. NO RESPONSIBILITY WILL BE ACCEPTED FOR UNDELIVERED, LOST OR DELAYED ENTRIES. Proof of sending is not proof of receipt. Errors in entries may, in the judges' discretion, void entries.

21.18 YOU ENTER OUR COMPETITIONS AT YOUR OWN DISCRETION AND RISK. WE, OUR AFFILIATES, COMPETITION PARTNER/S AND THEIR RESPECTIVE SHAREHOLDERS, EMPLOYEES, OFFICERS AND REPRESENTATIVES SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER FOR ANY LOSS, DAMAGE, INJURY OR COSTS, HOWSOEVER ARISING, SUFFERED AS A RESULT OF YOUR PARTICIPATION IN A COMPETITION, SAVE TO THE EXTENT THAT SUCH LIABILITY MAY NOT BE EXCLUDED UNDER APPLICABLE LAW.

---

#### **PART D: COMPLAINTS AND GENERAL**

22. We aim to provide you with quality services. If, however, you feel that you have cause to complain, contact our Customer Care Centre (details at the top). We will do our best to resolve any problems that arise within a reasonable period,

depending on the complexity of the matter. We require that you provide us with the following information as part of your complaint:

- Your full names, physical address, telephone number and email address;
- The location and description of the service feature or transaction which is the cause of your complaint;
- The problem with the service or transaction or rights that you allege to be infringed by such feature or component;
- The actions you would like us to take to remedy the problem;
- A statement confirming that you are making the complaint in good faith;  
A statement confirming that the information you are providing to us is to the best of your knowledge true and correct; and please incorporate your signature into the complaint.

23. Use of our computer systems, mobile applications and services are subject to the laws of South Africa, and subject to the jurisdiction of any South African Magistrate's Court of competent jurisdiction in respect of your person to adjudicate on any dispute arising from or in connection with these terms of use notwithstanding that the amount in dispute may exceed such court's jurisdiction, and you consent thereto. You agree to accept service of legal process at the addresses you may provide to us.

24. These terms of use and the terms incorporated herein by reference and the relevant terms implied herein by applicable law constitute the entire agreement between you and us with respect to your use of our computer systems, mobile applications, the services offered and any products and services acquired through our computerised services or mobile applications. These terms of use shall override any contrary terms or conditions incorporated by you in your communications with us and any such conflicting terms or conditions will not form part of the agreement concluded between us.

25. Our failure to enforce any provision of this agreement strictly will not be construed as a waiver of any provision or right. In the event that a portion of this agreement is held unenforceable or invalid by any competent authority, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in force and effect to the fullest extent permitted by the law.

26. You may not subcontract, cede, delegate, transfer or assign any of your rights, obligations or duties hereunder to any other person without our prior written consent. We may cede, delegate, transfer and assign our rights, obligations and duties hereunder to any other person.

27. WE WILL NOT BE LIABLE IN THE EVENT THAT OUR FAILURE TO PERFORM OR DELAY IN PERFORMANCE OF OUR OBLIGATIONS HEREUNDER RESULTED FROM CIRCUMSTANCES OUTSIDE OUR REASONABLE CONTROL PREVENT OR DELAY SUCH PERFORMANCE.

28. WE ARE NOT RESPONSIBLE FOR DELIVERING ON ANY EVENT SERVICE COMPONENT. In the event that you have any reason to complain, or experience any problems regarding an event, Service Component or Package, you should immediately inform the relevant Event Organiser or Supplier thereof.

29. If you still remain dissatisfied, contact our Customer Care Centre (details at the top). We will require your Booking reference and full details of the complaint. We will try to do our best to (but do not guarantee that we will be able to) resolve your complaint.