

2009 BRITISH AND IRISH LIONS TOUR TO SOUTH AFRICA GENERAL TICKETING TERMS AND CONDITIONS



1. GENERAL

SA Rugby (Pty) Ltd, its officials, accredited agents and service providers and British Lions Limited market, sell, allocate and distribute tickets for the matches forming part of the 2009 British and Irish Lions Rugby Team's tour of South Africa. Tickets are only sold to Purchasers who have agreed to adhere to these General Ticketing Terms and Conditions.

If any Ticket is bought or obtained in breach of these stipulations, SA Rugby and/or Stadia Managements may refuse access or eject such Ticket Holder from the Stadium, while the distributor may be liable for sanctions imposed by SA Rugby and may be prosecuted by the National Prosecuting Authority of South Africa.

- 1.1 The Match Ticket is and remains the property of SA Rugby (Pty) Ltd.
- 1.2 Every Ticket Holder is deemed to have read and agreed to the provisions of these Terms and Conditions. The Purchaser is responsible for ensuring that any subsequent Holder complies with these Terms and Conditions and the Purchaser is responsible for any subsequent Holder's failure to comply with these Terms and Conditions.
- 1.3 The Holder must read these Terms and Conditions and the Ticket Refund Policy carefully and may not make payment for, purchase, hold or use the ticket or enter (or attempt to enter) the venue if he/she does not understand and agree to these Terms and Conditions.
- 1.4 The Ticket Holder and/or Purchaser shall use the ticket/s exclusively for personal use.
- 1.5 The Purchaser shall be allowed to buy a maximum of ten (10) tickets for personal use for the Test matches. No limit is placed on the number of tickets for Non-Tests. The number and location are subject to availability.
- 1.6 The face value of tickets includes VAT.
- 1.7 The possession of a whole Match Ticket, which is not damaged in any way, grants the Ticket Holder the right to admission to the Stadium to view a Tour Match from the seat or area specified on the ticket, subject to the provisions of these Terms and Conditions.
- 1.8 The Match Ticket entitles one person entry, and no other entitlements, for the duration of the Tour Match and the Match Ticket must be produced on demand by an official or agent of SA Rugby (Pty) Ltd and the Stadium Management.
- 1.9 Right of admission is reserved by the Management of SA Rugby (Pty) Ltd and/or Stadium Management at which a Tour Match is played.
- 1.10 Should the Tour Match be postponed due to any cause whatsoever, the Match Ticket shall be valid for the rescheduled date of the match. The Ticket shall be valid until the Tour Match has been completed or is deemed completed by Management.
- 1.11 Should the event be cancelled for whatever reason, it shall be within the discretion of Management to refund any amount paid by the Ticket Holder in respect of any Ticket/s.
- 1.12 Management reserves the right to change dates, venues and kick-off times of Tour Matches and to reallocate seats or areas specified on the Ticket.
- 1.13 Ticket Holders shall not copy, alter or use any of the symbols, trademarks, logos and/or intellectual property appearing on the ticket.
- 1.14 Each of the provisions set out in these Terms and Conditions shall be severally enforceable. Notwithstanding that the whole or any part of these Terms and Conditions may prove to be unenforceable, the other provisions of these Terms and Conditions and the remainder of the provision in question shall continue in full force and effect.
- 1.15 These Terms and Conditions are governed by laws of the Republic of South Africa and the Purchaser and the Ticket Holder irrevocably submit to the jurisdiction of the South African courts.

2. ACCESS TO STADIA AND STADIUM RULES

- 2.1 Access to Stadia for Tour Matches shall be authorized on presentation of a Valid Ticket.
- 2.2 The general rules and conditions of each Stadium apply. Ticket Holders agree to abide by these rules which can be viewed on posters displayed in and around the Stadia as well as stadia websites.
- 2.3 Management reserves the right to refuse admission or eject from the stadium without refund any Ticket Holder who:
 - 2.3.1 Fails to produce a Valid Ticket on request;
 - 2.3.2 Is in breach of any of these conditions;
 - 2.3.3 Fails to comply with instructions of Management of SA Rugby, the staff, agents, officials of Stadium Managements;
 - 2.3.4 Is considered a source of danger, nuisance, unnecessary noise, foul and offensive language or annoyance to other persons;
 - 2.3.5 Tampers or interferes with stadium property;
 - 2.3.6 Is suspected of committing, or being likely to commit, or having committed a criminal offence in the stadium;
 - 2.3.7 Is in possession of alcohol and/or narcotics when entering the stadium or who appears to be under the influence of drugs and/or is intoxicated;
 - 2.3.8 Carries bottles, cans, firearms, dangerous, or prohibited items. These items include, but are not limited to: Knives or other weapons, explosives, fireworks, mace, glass, tin, flares, Frisbees, laser devices, bicycles, scooters, skateboards, skates, air horns or devices capable of causing a disturbance, spray paint, unauthorized banners, placards, leaflets, signs, animal, objects or clothing containing political, promotional or commercial identification or messages.
- 2.4 Ticket Holders must take note of the following:
 - 2.4.1 Any person or vehicle entering a Stadium is subject to a search by Management;
 - 2.4.2 Any person entering the playing enclosure without permission, shall be arrested immediately;
 - 2.4.3 No person may remain in entrances, exits, gates, staircases and/or gangways and/or enter restricted areas for which accreditation is required;
 - 2.4.4 Smoking is only allowed in designated areas;
 - 2.4.5 No person is permitted to throw any object or projectile; or climb walls fences, stands or other structures in the Stadia;
 - 2.4.6 The possession and/or operation of recording or transmission equipment for commercial use in the Stadia is prohibited;
 - 2.4.7 Only persons authorized in advance and in writing by Management may carry out promotions, advertising, marketing or commercial

activities. Ticket Holders shall not re-sell/exchange and/or attempt to re-sell/exchange and/or offer to re-sell/exchange the Tickets or transfer the obligations relating to the Tickets to third parties;

- 2.4.8 Ticket Holders shall not be allowed to offer goods or services for sale or distribute free of charge any promotional documents or items including those of political, religious and charitable nature;
- 2.4.9 Ticket Holders shall not use and/or attempt to use and/or offer to use all or some of the Tickets purchased for promotional or commercial purposes, particularly for competitions, lotteries, internal incentive operations and any other similar actions, or as part of a hospitality or travel package (for example, combining flights, hotel and tickets) and/or more generally in any forms of commercial activity whatsoever;
- 2.4.10 Ticket Holders consent without compensation to the recording, transmission and use of his/her likeness and/or voice by any means by Management and/or partners and/or any licensee;
- 2.4.11 Children under the age of 16 years must be accompanied by an adult;
- 2.4.12 Babies shall only be allowed in extraordinary circumstances with special permission from Management. No pushchairs or prams shall be allowed in the Stadia.

3. **AGENTS**

- 3.1 The validity of Match Tickets shall only be guaranteed for Tickets bought from accredited and official Agents and Service Providers. A list of these Agents and Service Providers for SA Rugby (Pty) Ltd (to sell tickets globally apart from the European Economic Community) and British Lions Limited (to sell tickets to the European Economic Community only) shall be published on official websites.
- 3.2 The Ticket Holder and/or Purchaser of tickets shall not:
 - 3.2.1 Resell the maximum of ten (10) Match Tickets to third parties for more than face value, and these tickets may only be used by the Ticket Holder and/or Purchaser and persons accompanying the Ticket Holder and/or Purchaser to the Tour Match – there shall be no resale or transfer above face value;
 - 3.2.2 Use, offer or apply the Match Ticket for promotional or commercial purposes – specifically for competitions and lotteries, or part of Hospitality or Travel Packages;
 - 3.2.3 Advertise Tickets for sale or transfer.

4. **REFUNDS AND LOST TICKETS**

- 4.1 A committee will be established to review applications for the re-issue of Tickets in the event of theft, loss, or damage.
- 4.2 A non-refundable application fee of R500-00 per Ticket for Test matches and R150-00 for Non-Tests will be charged. No further costs shall be charged should a duplicate ticket be issued. The original Ticket shall become invalid.
- 4.3 Forged tickets or Tickets bought from non-official sources shall be deemed invalid and shall not be replaced or reimbursed.

5. **LIABILITY**

- 5.1 Management shall not be liable for any loss or damage of whatsoever nature suffered by the Ticket Holder arising out of or in connection with Tour Matches, howsoever caused.

6. **APPLICATION**

- 6.1 These General Ticket Terms and Conditions shall apply to all Ticket Holders in relation to all Tickets, provided, that the Terms and Conditions prohibiting transfer and/or re-sale of Tickets shall not apply to the re-sale of Tickets by officially appointed Agents and Service Providers for SA Rugby (Pty) Ltd and British Lions Limited (including, without limitation the Official Licensed Operators of British Lions Limited); and provided further that the prohibition relating to the use of Tickets as part of Hospitality or Travel Packages shall not apply to such Official Licensed Operators of British Lions Limited as the same are authorized by British Lions Limited to incorporate Tickets in official Travel and/or Hospitality Packages.

