

GENERAL TERMS AND CONDITIONS

1. INTERPRETATION:-

In these General terms and conditions of purchase, unless inconsistent with or otherwise indicated by the context, the following word and expressions shall bear the meaning assigned to them as follows:

“Event” shall mean the Event for which Hospitality package/s have been purchased;

“Entrance ticket” shall mean the official entrance ticket for the Event or for a designated day of an Event should the event take place over more than one day;

“Hospitality area” shall mean the area designated for the provision of Hospitality services;

“Hospitality package” shall mean one(1) hospitality package comprising of the following:

- a) one (1) Entrance ticket to the event;
- b) one (1) hospitality pass entitling the bearer to access the Hospitality area;
- c) Reserved parking if applicable and as allocated by the seller.

“Hospitality pass” shall mean the provision of food and bar facilities for a specified limited period of time;

“Hospitality services” shall mean the provision of food and bar facilities for a specified limited period of time;

“the Parties” shall mean the Seller and the Purchaser;

2. PURCHASE AND SALE

The Seller hereby agrees to sell to the Purchaser, who hereby agrees to purchase the Hospitality packages for the Event at the price set by the Seller, subject to General terms and Conditions of purchase.

3. PAYMENT OF PURCHASE PRICE

The purchaser agrees:

3.1. to pay the seller 100% (one hundred per centum) of the purchase price on or before the date provided by the seller. The Hospitality package/s requested by the Purchaser shall only be reserved and confirmed for the Purchaser once the full payment has been received by the Seller.

3.2. The Purchaser acknowledges that it will only be entitled to physical possession of the Hospitality package/s once the full price has been paid to the Seller.

3.3. The Seller shall deliver the hospitality package/s at the delivery address provided by the purchaser within ten(10) days prior to the event and after full payment is received.

4. CANCELLATION OR POSTPONMENT OF EVENT

Should the Event:

- 4.1. be cancelled for any reason whatsoever more than twenty one (21) calendar days prior to the scheduled date of the Event, the Purchaser agrees that it shall be liable to pay the seller an amount equivalent to 50% (fifty per centum) of the Purchase price (inclusive of VAT). In the event of the Purchaser having paid the Seller the full purchase price, the Seller may retain such amount and refund the balance, if any, to the Purchaser.
- 4.2. be cancelled for any reason whatsoever within twenty one(21) calendar days prior to the scheduled date of the event, the Purchaser agrees that it shall be liable to pay the Seller an amount equivalent to 75% (seventy five per centum) of the Purchase Price (inclusive of VAT). In the event of the Purchaser having paid the Seller the full purchase price, the seller may retain such amount and refund the balance, if any, to the Purchaser.
- 4.3. be cancelled for any reason whatsoever within seven (7) calendar days prior to the scheduled date of the event, the Purchaser agrees that it shall be liable to pay the Seller the full purchase price 100% (one hundred per centum) of the Purchase Price (inclusive of VAT). In the event of the Purchaser having paid the Seller the full purchase price, the seller may retain such amount.
- 4.4. be cancelled on the day of the Event the purchaser agrees that the Seller may retain the full purchase price. The purchaser shall be entitled to utilize the Hospitality service for a period of five(5) hours during the time specified by the Seller. Should the authority responsible for issuing Entrance tickets agree to refund the cost of such tickets, the Purchaser can obtain the refund from the Stadium in question. The authority responsible for issuing the Entrance Tickets may agree to make such tickets valid for an allocated new date on which the event is to take place. No hospitality services shall be provided on the allocated new date.
- 4.5. It is specifically recorded that the Purchaser agrees that it shall not be entitled to receive any interest on any monies that may be refunded by the Seller to the Purchaser.

5. CANCELLATION OF AGREEMENT BY THE PURCHASER:-

Should the Purchaser:

- 5.1. cancel for any reason whatsoever more than forty two(42) calendar days prior to the scheduled date of the Event, the Purchaser agrees that it shall be liable to pay the Seller an amount equivalent to 50%(fifty per centum) of the Purchase price (inclusive of VAT). In the event of the Purchaser having paid the Seller the full purchase price, the Seller may retain such amount and refund the balance, if any, to the purchaser.
- 5.2. cancel for any reason whatsoever within twenty one (21) calendar days prior to the scheduled date of the Event, the purchaser agrees that it shall be liable to pay the Seller an amount equivalent to 75% (seventy five per centum) of the Purchase price (inclusive of VAT). In the event of the Purchaser having paid the Seller the full purchase price, the Seller may retain such amount and refund the balance, if any, to the Purchaser.

- 5.3. cancel for any reason whatsoever on the day of the Event the Purchaser agrees that the Seller may retain the full purchase price. The purchaser shall be entitled to utilize the Hospitality Services for a period of five(5) hours during the time

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specified by the Seller. Should the authority responsible for issuing Entrance Ticket agree to refund the cost of such tickets, the Purchaser shall be refunded such amount.

- 5.3.1. It is specifically recorded that the Purchaser agrees that it shall not be entitled to receive any interest on any monies that may be refunded by the Seller to the Purchaser.

6. ADVERTISING

The Purchaser agrees that it may not erect advertising of any nature whatsoever or distribute advertising or like material in the Hospitality area without the prior written approval of the Seller, which it may in its sole and absolute discretion determine.

7. TRANSFER OF HOSPITALITY PACKAGES AND HOSPITALITY PASSES

- 7.1. The purchaser acknowledges and agrees that it shall not be entitled to transfer the Hospitality packages acquired by it in terms of this agreement to any other party. The purchaser shall be specifically prohibited from selling Hospitality package/s and/ or granting Hospitality package/s as prizes to third parties, unless authorized there to by the seller.
- 7.2. The Purchaser acknowledges that it shall not permit the transfer of Hospitality passes on the day of the Event to unauthorized persons (i.e. persons who would otherwise not be permitted access to the Hospitality area).
- 7.3. Any transfer of Hospitality packages and/or Hospitality passes in contravention of the above shall put at risk the bearer of such Hospitality package/s and/or Hospitality pass/es who will be denied access to the Hospitality area.

8. CHARIOT SUITE (Only where applicable)

Season ticket holders to the Chariot Suite shall uphold the rules of the Chariot Suite. Hospitality bar shall be open one(1) hour before game, during half-time and one(1) hour after game. All guest to note that the Chariot Suite will close one and a half hour after each game. Should guest/s order drinks outside this specified times they will be required to purchase liquor vouchers from reception.

9. INDEMNITY

The Seller, its employee/s, officer/s, agent/s and/or invitee/s shall under no circumstance be held liable for any damages or loss suffered by the Purchaser or any third party bearer of the Hospitality package sold to the Purchaser, arising from any act or omission by the Seller, it's employee/s, officer/s, agent/s and/or invitee/s and the Purchaser hereby irrevocably indemnifies the Seller against such claims.

10. RELAXATION:-

No latitude, extension of time or other indulgences which may be given or allowed by either party to the other party in respect of the performance of any obligation hereunder

or the enforcement of any right arising from the Agreement shall under any circumstances be construed as a variation or waiver of the rights granted and/or obligations imposed on either party in terms of the Agreement.

11. ESKOM LOAD SHEDDING:-

The Seller, its employee/s, officer/s, agent/s and/or invitee/s shall under no circumstances be held liable for damages, losses or inconvenience caused due to load shedding should it occur during an event.