

## **BRITISH & IRISH LIONS TOUR 2021 HOSPITALITY TERMS AND CONDITIONS**

### **1. Hospitality Package Terms & Conditions**

These Conditions govern all Hospitality Package(s) for the Tour.

Any person who uses or attempts to use any Hospitality Package shall be deemed to have agreed to comply with these Conditions and with the terms and conditions applicable to the use of a Ticket.

### **2. Hospitality Purchase**

Hospitality Package(s) may only be purchased from SARES.

It is strictly prohibited to purchase or obtain Hospitality Package(s) for the purpose of selling, offering, disposing, exposing or making it available for sale or purchase to any third party regardless of the nature or method thereof. Where SARES reasonably believes that Hospitality Package(s) have been purchased or obtained for such prohibited purpose, such Hospitality Package(s) shall be voidable and SARES reserves the right to cancel such without refund.

Offers for Hospitality Package bookings shall be confirmed by SARES by sending a tax invoice to the Client for payment. Payment of such invoice shall be due within 30 (thirty) days of date of invoice. In the event of payment not being received by SARES as cleared funds in its designated bank account on due date, the offer for the Hospitality Package shall lapse and the Client shall have no claim against SARES whatsoever.

In the event of timeous payment, in full, SARES will send the Client confirmation of the purchase of the Hospitality Package by email.

Confirmation of the purchase of the Hospitality Package is final and subject to clauses 13 and 14 is non-refundable.

### **3. Hospitality Area access**

Attendees shall only be entitled to access the Venue and Hospitality Area as set out in the booking confirmation and at such times and for such periods as may be notified by the Authorised Agent.

Attendees are subject to any additional requirements for crisis management, public order and security and safety conditions of admission to a particular Venue and Hospitality Area that may be issued by SARES from time to time. If an Attendee fails to comply with the applicable Venue and Hospitality Area regulations, they may be refused admission to the Venue and Hospitality Area or evicted from the Venue and Hospitality Area without refund or compensation.

### **4. Food and Beverage Services**

All food and beverage will be supplied by a caterer appointed by SARES. Food and beverage services will be provided at such times as may be notified by SARES and/or as provided in the Venue and/or Hospitality Area regulations.

No Attendee may bring or attempt to bring into a Venue or Hospitality Area any alcohol, food and/or non-alcoholic drinks. Glassware may not be removed from the Hospitality Area and taken out onto the seating area. No food or beverages may be removed from the designated Hospitality Area.

It is the obligation of the Client to ensure that SARES (or the Authorised Agent) is notified, at least 14 (fourteen) Days prior to the Match, on the designated Hospitality booking form, of any special dietary requirements (Vegetarian, Halaal or Kosher) for the Attendees, failing which it shall be deemed that no special dietary requirements are necessary. At the discretion of SARES, a surcharge may be charged for any special dietary requirements.

### **5. Access Control and Accreditation**

No access to a designated Hospitality Area will be granted without the necessary accreditation pass, general access Ticket and any other document required in terms of Venue regulations being presented on request.

Attendees shall ensure that any accreditation pass / access permit is worn in the prescribed way (e.g. wrapped around the wrist or worn around the neck) and must be visible (or shown on request), failing which the Attendee may be removed from the Hospitality Area and / or the Venue.

No reprinting of Tickets, accreditations, wrist bands or any related hospitality access passes will be allowed, in any circumstances, including but not limited to where Tickets are misplaced, lost or defaced.

Right of admission to the Hospitality Areas are reserved by SARES and its Authorised Agents.

### **6. Branding**

The Tour has stringent brand protection rules. No Attendee may bring or attempt to bring into a designated Hospitality Area any sponsorship, promotional or commercial items or materials (of whatever nature) or engage in any form of activity related to marketing or advertising.

Unauthorised corporate or company branding of any form is not allowed in any Hospitality Area or outside any suites or lounges at Match Venues.

### **7. Children / Minors**

No person under the age of 18 years (legal minor) may enter a designated Hospitality Area without the consent of their parent/guardian and without supervision, whose attendance shall be advised to SARES within 7 (seven) days of the relevant match. Certain Hospitality areas may be declared "no-under 18" and children/minors will not be permitted.

Attendees shall at all times be responsible for the safety of legal minors that accompanying them to Hospitality areas.

## 8. Dress Code

Certain Hospitality Areas may have designated dress codes. It is the responsibility of Attendees to familiarize themselves with dress rules.

SARES has the right to refuse entry to persons who do not comply with the specified dress code.

## 9. Breach and Restrictions

**Any breach of any these Conditions may result in the cancellation of the right to a Hospitality Package and/or a Ticket, the refusal of admission to the Hospitality Area and/or the Venue, or the eviction from the Hospitality Area and/or the Venue, in each case without refund or compensation. Without limiting the generality of the remedies available to SARES a breach of these Conditions may result in the cancellation of all Hospitality Packages for any or all Matches. No failure or delay by SARES to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right.**

## 10. Damages

The Client hereby undertakes to pay all costs of repairing, restoring or replacing any damage to any part of the Hospitality Area and/or Venue caused by any act, default, omission or neglect of itself or Attendees, within seven (7) days of receipt of an invoice from SARES.

## 11. Liability

**To the fullest extent permitted by law, each Attendee hereby indemnifies and agrees to hold SARES and the Authorised Agent, directors, shareholders, employees, agents, contractors and invitees harmless against any claim for any injury, loss or damage of whatsoever nature (including consequential losses), suffered or sustained in or about the Venue and/or the Hospitality Area.**

**Neither SARES nor the Authorised Agent accepts any responsibility for any loss, theft or damage of any property suffered or sustained in or about the Venue and/or the Hospitality area.**

The novel coronavirus, COVID-19, was declared a worldwide pandemic by the World Health Organisation. SARES and the Authorised Agent cannot prevent any Attendees from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease while attending a Match. It is not possible to prevent against the presence of the disease. Therefore, Attendees may be exposed to and/or increase the risk of contracting or spreading COVID-19 or any other communicable diseases. By entering a Venue or Hospitality Area, the Attendee has assumed the risk to and understand the above warning concerning COVID-19 or any other communicable diseases. The Attendee hereby acknowledges that they have been informed and are aware that in attending a Match and entering a Venue or Hospitality Area that they may be at risk of being exposed to, contracting, and/or spreading COVID-19. IN THIS REGARD THE TICKET HOLDER WAIVES THE RIGHT TO BRING ANY CLAIMS INCLUDING FOR PERSONAL INJURIES, DEATH, DISEASE OR PROPERTY LOSSES, OR ANY OTHER LOSS, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE AND SHALL NOT SEEK DAMAGES, WHETHER KNOWN OR UNKNOWN,

## FORESEEN OR UNFORESEEN RELATING TO COVID-19 OR ANY COMMUNICABLE DISEASES

### 12. Collection and Release of Hospitality Packages

SARES or the Authorised Agent will notify the Client of the details for collection of Tickets, access passes etc., that may be required to gain access to the Hospitality Area.

In the event that the Client is unable to collect any Tickets, access passes etc. the Client may request that same be delivered. In such event, the Client shall be liable for and shall pay all courier fees in respect of such delivery and all risk in such delivery vests in the Client. SARES will not be liable for any damages/loss occasioned by the delivery and will not be obliged to re-issue any Tickets, access passes etc. that are lost or damaged during delivery.

### 13. Cancellation or postponement

SARES does not guarantee that any Match (or Event) for which Hospitality Package(s) are sold will take place, at the date, time and Venue stated on the Hospitality Package purchased.

SARES reserves the right to make alterations to the time, date, duration and Venue of any Match (or other Event) in the event of unforeseen or other circumstances, including (without limitation), Force Majeure, safety and security concerns or decisions from any competent authority. In the event of such alteration, neither SARES nor the Authorised Agents will be liable for any costs, expenses or other losses resulting from such alteration.

As soon as possible after SARES determines postponement, rescheduling or cancellation of any Match, all available information will be posted on <https://tickets.lionstour2021.com/> but it is the responsibility of the Client to ascertain whether a Match has been postponed, rescheduled or cancelled and ascertain any new dates, times and venue.

Should the event, due to force majeure or for any reason beyond SARES' reasonable control;

- Be cancelled more than 10 (ten) days prior to the event, SARES undertakes to refund full purchase price of the Hospitality Package;
- Be cancelled less than 10 but more than 3 days prior to the event, SARES will refund 50% (fifty percent) of the purchase price;
- Be cancelled less than 3 days prior to the event, SARES will refund 25% (twenty-five percent) of the purchase price;

### 14. Non-Payment and cancellation by the Client

If the Client wishes to cancel the Hospitality Package, after SARES has confirmed the booking, SARES shall be entitled to charge a cancellation fee as follows:

- if the Client notifies SARES (or the Authorised Agent) of the cancellation, more than one hundred and eighty (180) days prior to the first Match of the Tour SARES shall levy a 20% cancellation fee and the Client shall receive a refund of the balance of the purchase price within thirty (30) business days from date of confirmation of cancellation by SARES or the Authorised Agent;
- if the Client notifies SARES (or the Authorised Agent) of the cancellation less than one hundred and eighty (180) days but more than

ninety (90) days prior to the Match of the Tour, SARES shall levy a 50% cancellation fee and the Client shall receive a refund of the balance of the purchase price within thirty (30) business days from date of confirmation of cancellation by SARES or the Authorised Agent; or

- if the Client notifies SARES of the cancellation less than ninety (90) days prior to the first Match of the Tour, SARES shall levy a 100% cancellation fee and the Client will receive no refund whatsoever.

#### 15. Parking

Attendees park their vehicle at their own risk. The Hospitality parking ratio is set at 1:5 and subject, at all times, to availability.

#### 16. General

These Conditions together with the Hospitality Package booking form constitute the entire agreement between the parties and no terms, conditions, representations, warranties or variations not contained herein are binding on the parties unless agreed by the parties in writing. Information about the Client (and other Attendees) is gathered and stored by SARES and/or the Official Ticketing Agent and /or the Authorised Agent to identify the Client and Ticket holder and for administration, communication, marketing, enforcement and access control purposes.

The Client irrevocably and unconditionally consents to the collection and processing by SARES and/or the Official Ticketing Agent and /or the Authorised Agent of personal information provided by the Client in accordance with SARES's privacy policy (<https://bi-lions-tour-2021.s3.eu-west-2.amazonaws.com/privacy-policy.pdf>).

SARES reserves the right to make amendments to these Conditions. An up to date version of these Conditions is available at <https://bi-lions-tour-2021.s3.eu-west-2.amazonaws.com/privacy-policy.pdf>.

These Conditions constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to these Conditions which is not already set out in these Conditions.

These Conditions will be governed by and interpreted in accordance with South African law.

All the provisions of these Conditions shall be enforceable by SARES or the Authorised Agent.

#### 17. Definitions

**"Authorised Agent"** means Prototype Group (Pty) Limited and/or such other company as may be authorised by SARES from time to time;

**"Attendees"** means, the Client and all persons that use or attempt to use any Hospitality Package;

**"Client"** means the individual or juristic person, represented by its duly authorised representative, who books the Hospitality Package and completes the prescribed Hospitality Package booking form. For avoidance of doubt the Client shall be liable for all Attendees who utilise the Hospitality Package(s);

**"Conditions"** means these terms and conditions and the Ticket Conditions which are incorporated into these Conditions by reference, together with any amendments or updates to the same issued by or on behalf of SARES from time to time;

**"Days"** means ordinary calendar days including weekends and public holidays;

**"Force Majeure"** means acts, events, non-happenings, omissions or accidents (including acts of God, war, hostilities, terrorism, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw materials, containers, transportation, strike, lock-out or injunction, epidemic or pandemic, changes to governmental laws, regulations or orders) which in any way affects any Match and / or the Tour;

**"Hospitality Area"** means an area such as a suite or lounge at a Match or Event to which the Client and Attendees are granted access by virtue of having purchased a Hospitality Package;

**"Hospitality Package"** means any hospitality package for a Match or Event, including but not limited to tickets, access to a Hospitality Area, vouchers, food, beverages, promotional goods and services obtained and/or provided and sold by SARES and/or the Authorised Agent;

**"Match"** means all rugby games, as part of the rugby union, forming part of the Tour, the particulars of which are clearly indicated on the Ticket;

**"SARES"** means SA Rugby Event Services (RF) Pty Ltd.;

**"Ticket"** means a ticket (whether a hard copy ticket or an electronic ticket) evidencing a personal revocable licence from SARES for an individual to attend a particular Match at a particular Venue subject to the terms and conditions of issue;

**"Tour"** means the British and Irish Lions Tour 2021 to be held in South Africa;

**"Venue"** means the entire premises of a stadium where a Match is scheduled to take place including all adjacent and surrounding areas used or controlled by SARES in connection with the staging of the Match at the Venue;