

TERMS AND CONDITIONS OF SERVICE AGREEMENT

1. DEFINITIONS

- 1.1 **"Agreement"** means this Agreement.
- 1.3 **"Client"** means the party whose details appear on page 5 of the Service Agreement;
- 1.4 **"Company"** means Webtickets CC, Registration Number: 2005/034454/23.
- 1.5.1 **"Event"** in the context of the Service Agreement shall refer to all events or performances marketing and distributed on the Company software or platform;
- 1.6 **"Services"** means the provision of web based booking system, acceptance of bookings and the selling and distribution of tickets and the ancillary services to be provided by Webtickets as set out in the Agreement;
- 1.7 **"Company Charges"** means the charges for the use of services provided by the Company.
- 1.8 **"VAT"** means Value Added Tax, calculated at the ruling rate, currently 14% (fourteen percent);
- 1.9 **"Venue"** means the theatre, cinema, arena, bus or place at which an Event is to take place;
- 1.10 **Acquiring Bank** means Nedbank Ltd which accepts credit card transactions from the Company;
- 1.11 **Payment Gateway** means Iveri Services that transmits data and customers information.
- 1.12 **Client's Standard Terms and Conditions of Sale** means the standard terms of business published to customers of the Client in the ordinary course of transactions relating the Client's Events or performances. These Terms and Conditions of Sale are attached hereto as Annexure A of this agreement and may be altered from time to time, in writing, by mutual agreement by the Parties.

2. SERVICE AGREEMENT

- 2.1 Company operates a software company that provides services for the distribution of tickets through internet and other distribution channels.
- 2.2 Client agrees, for the duration of the Service Agreement, not to instruct or allow any other third party to accept bookings or sell or distribute tickets to any of the Events which may be subject to the Service Agreement, without informing the Company in writing.
- 2.3 Company will only act on Client's written instructions.
- 2.4 Client is fully responsible for ALL the content of the website infrastructure provided by the Company.
- 2.5 Client requires the services of the Company to accept bookings and to sell and distribute tickets to Events which may from time to time be promoted or managed by Client;
- 2.6 In providing the Services, Company acts as an agent for and on behalf of Client and as such Company accepts no responsibility or liability, of whatsoever nature, in respect of any loss, damages and/or injury which may be incurred or suffered by any person as a result of or arising, whether directly or indirectly, from any Event and Client hereby irrevocably and unconditionally indemnifies Company and agrees to hold Company harmless against any such loss, damage or injury and any claim which may be made against Company by any third party, arising directly or indirectly out of the provision of the Services by Company in terms of these Terms and Conditions

3. COMMENCEMENT AND DURATION

- 3.1 The parties agree that this Agreement shall commence on date of signature and terminate within one month of the client providing written notice of their intention of to terminate.

For Webtickets _____

For Client _____

Initials of all parties

4. CLIENT'S RESPONSIBILITIES

- 4.1 To advertise, market and manage the Event;
- 4.2 To control the information and the input into the Company provided web ticketing service;
- 4.3 The Client or a representative of the Client will be responsible for the access control and checking the validity of the tickets. In the case where the client requires the Company to be responsible for access control, it must be agreed between the Company and Client beforehand.
- 4.4 The Client will promote the availability of tickets through the Company's network in all its advertising, all promotional material and in all media releases. Where applicable and space permits, Company's corporate logo must be used. The Company's brand guideline will be supplied to the Client.
- 4.5 The Client authorises the Company to create and distribute 10 standard complimentary tickets per performance. The tickets will be solely used by the Company to market and advertise the event to its own network and database or used internally. Under no circumstances will these tickets be sold by the Company.
- 4.6 It is the Client responsibility to ensure the following;
 - 4.6.1 Where the client uses distribution channels other than that of the Company, it must ensure that it allocates the correct type, number and price of tickets per distribution channel;
 - 4.6.2 The pricing of the tickets is correctly advertised;
 - 4.6.3 To have the necessary infrastructure to control access and ensure validity of tickets.

5. CANCELLATION & POSTPONEMENT OF EVENT(S)

- 5.1 Client agrees to inform Company, in writing, immediately it becomes aware that an Event is to be cancelled or postponed.
- 5.2 In the event of a cancellation or postponement of an Event, where the Company accepted a credit card, EFT or Cash as a method of payment, the Company shall undertake ticket refunds and/or ticket exchanges on behalf of Client in respect of all tickets sold by Company to that Event on the following basis:
 - 5.2.1 if an Event has been cancelled, the Company shall offer to refund the purchase price to ticket holders of all tickets purchased by the ticket holder through the Company and its authorised outlets,
 - 5.2.2 if an Event has been postponed, Company shall, in its sole discretion, be entitled to EITHER refund the purchase price to the ticket holder of all tickets sold by Company to the ticket holder to such Event OR issue a ticket at the same purchase price (if still available) for the Event on the date to which it has been postponed.
- 5.3 In the event of a cancellation or postponement of an Event, where the Client has accepted an EFT, cash, deposit or any other method of payment;
 - 5.3.1 the Client has full and sole responsibility to fulfill its obligations in respect of its Standard Terms and Conditions of Sale. The Company has no obligation nor responsibly to refund the ticket or any portion of the ticket for the Event.
 - 5.3.2 for the avoidance of doubt, the Company will under no circumstances be responsible or liable for refunds to customers.
- 5.4 If Client does not provide Company with written confirmation of an alternative date for a postponement within 48 (forty-eight) hours of any announcement by Client that an Event has been postponed or within such further period as may be agreed by Company, Company shall be entitled to deem such Event cancelled and will follow the procedure set out in 5.2.1.
- 5.5 If an Event is cancelled, the amount due by Client to Company as a cancellation fee, as referred to in Clause 6.3.4, shall be:
 - 5.5.1 the full charges on all tickets sold and/or distributed at the time as stipulated in Clause 6 of the Service Agreement
 - 5.5.2 all other accumulated charges and fees if applicable subject to the provisions of the Consumer Protection Act No 68 of 2008.

6. COMPANY CHARGES

- 6.1 All Company Charges are exclusive of VAT, if registered for VAT.
- 6.2 In consideration for the provision of the Services in terms of the Service Agreement, Client shall pay to Company:
 - 6.2.1 Card sales:
 - 6.2.2 Cash, EFT:
 - 6.2.3 Complimentary: tickets:
 - 6.2.4 Consignment tickets:

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6.2.5 Staff costs:

6.3 The Company Charges provided for in clause 6.2 shall become due and payable as follows:

6.3.1 the commission referred to in clause 6.2.1 and 6.2.2 upon the sale of a ticket by Company;

6.3.2 the fee referred to in clause 6.2.3 upon the issuing of an complimentary ticket;;

6.3.3 the fee referred to in clause 6.2.4 upon the issuing of a consignment event ticket;

6.3.4 the cancellation fee referred to in clause 5.5 within 7 (seven) days from the time at which Company is informed of the cancellation or postponement, as the case may be.

6.3.5 staff costs referred to in clause 6.2.5 will be incurred on the actual time staff incur at the event.

6.4 Unless otherwise provided in the Service Agreement, all Company Charges shall be paid to Company by means of the deduction thereof from any amount due to Client by Company from time to time.

6.5 Client agrees that, in addition to the Company Charges set out above and the Service Agreement, Client shall reimburse to Company all expenses incurred by Company arising from:

6.5.1 all reasonable costs incurred by Company in advertising Event cancellations or postponements;

6.5.2 any other charges which the parties agree upon in writing from time to time, including Email, SMS correspondence with the customer.

7 ON-SITE BOX-OFFICE SERVICE/MACHINERY/ON-LINE REPORTING SYSTEM

7.1 If Client requires and Company agrees to provide an on-site box-office service in respect of an Event, Company might quote Client separately to the Service Agreement for each on-site box-office and the cost of such service will be for Client's account.

7.2 In such an event, Client will, at Client's expense, provide Company with a secure box-office facility, including availability of electricity and the required Internet connection and other infrastructure to operate Company's computerized system.

7.3 Company and Client may agree, either ad hoc (in respect of a particular Event) or generally, to provide to Client ticket-printing equipment, and computer hardware, for use by Client in the issuance of tickets for Events. In any such case Company will provide to Client, additionally to such machinery;

7.3.1 so many blank tickets as may be necessary for the purpose of each relevant Event; and

7.3.2 such advice as it considers appropriate in regard to the security of the systems used in relation to issuance of tickets, the security of the tickets themselves, the verification of the genuineness of tickets presented at access gates at Venues, and any other matter which it deems appropriate.

7.3.3 Company will, at the request of Client give training to Client's staff members who will be involved in the issuance of tickets to Events and/or controlling access to Events;

7.3.4 Company will not (and Client specifically acknowledges that Company is not obliged to) provide any protection or insurance cover against theft of tickets which cover shall if Client so requires be taken out by Client itself; and

8. FINANCIAL SETTLEMENT

8.1 The parties agree that the Company shall effect financial settlement of monies due to Client by Electronic Fund Transfer (EFT).

8.2 Client confirms that the banking details provided in the Service Agreement are correct and that it shall advise Company of any change in banking details at least thirty (30) days prior to the date on which a settlement to the new banking account is required to be made.

Banking details where funds will be transferred as follows:

Bank: _____

Account: _____

Branch: _____

Account Name: _____

8.3 Company agrees to provide to Client all relevant documentation and tax invoices to which Client is entitled, at the time of financial settlement.

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For Client _____

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- 8.4 Client agrees that Company shall be entitled to and Client hereby authorises Company to deduct all Company Charges and other charges due by Client to Company, of whatsoever nature, prior to effecting the financial settlement and payment of monies due by Company to Client.
- 8.5 Client agrees that the information provided by Company at the time the financial settlements are effected are to be regarded as the final record of reconciliation relating to ticket sales done by Company on behalf of Client. Should Client disagree with the final reconciliation, Client should inform Company in writing with full details within 7 (seven) days of receipt of the final reconciliation. Any dispute not settled within 30 (thirty) days after the Event has taken place will be considered null-and-void.
- 8.6 Company will not accept cession or payment requests to Third Parties and will act in accordance with the agreement entered into with Client. Company cannot accept any liability in settling Third Party or creditor payments on Client's behalf.
- 8.7 Payment of any monies due to Client by Company from accepting payments from credit card bookings shall take place on the 5th working day after the following each Event and shall;
- 8.7.1 be made only once the Event has actually taken place;
- 8.7.2 be accompanied by the relevant tax invoice in respect of the Company Charges and any other applicable charges and expenses.

9. LIMITATION OF LIABILITY

- 9.1 Client shall be solely responsible for any liability arising from or in connection with the Events to which the Services relate and neither Company nor any of its employees or agents shall have any liability in respect thereof, save as provided for in this Agreement. Client hereby irrevocably and unconditionally indemnifies Company, its employees and agents against all claims, of whatsoever nature, arising from or connected with any Event or the provision of any of the Services by Company pursuant to this Agreement.
- 9.2 Client undertakes to comply with all applicable laws and legal requirements in regard to the staging of Event(s) and in regard to or in connection with the sale of the tickets to such Events, warrants to Company that no third party's rights in connection with such Event(s) will be infringed, and Client hereby irrevocably and unconditionally indemnifies Company against any loss, claim or liability, of whatsoever nature, arising from a breach of this undertaking or warranty.
- 9.3 Company shall not be liable to Client or anyone else in respect of any claim, loss or damages, of whatsoever nature, arising from or in connection with the Services provided by Company in terms of or pursuant to this Agreement and Client hereby irrevocably and unconditionally indemnifies Company in respect thereof, except where it can be proved that Company intentionally caused any such loss or damage.
- 9.4 Company shall not be liable to Client for any interruption or breakdown in any or all of the Services from whatsoever cause arising, including but not limited to:
- 9.4.1 any breakdown in a service provided by Telkom, electricity service providers or any other service provider etc.;
- 9.4.2 any failure in or unavailability of the connectivity services provided by any Internet Service Provider to Company's computers;
- 9.4.3 a temporary suspension in the operation of Company's network, its web-site or Call Centre Services, or any part thereof, for purposes of repair, maintenance or improvement, provided that Company shall give notice thereof to Client as soon as it is reasonably practicable in the circumstances to do so and Company shall restore the operation of Company's network as soon as it is reasonable possible to do so;
- 9.4.4 any cause whatsoever beyond the control of Company;
- 9.4.5 strike action or any service disruption experienced by Company's retail store agents / partners.
- 9.5 Client shall be obliged, unless Company agrees to the contrary in writing, to bring to the attention of ticket purchasers its conditions relating to refunds, exchanges and reinstatements and Company will not in any circumstances be liable to any ticket holder for any loss, of whatsoever nature, that the ticket holder may suffer as a result of any postponement or cancellation of an Event, howsoever arising.
- 9.5 Without limiting the generality of the foregoing, Company shall not be liable under any circumstances, for any indirect, consequential or special loss or damages suffered by Client or any other person arising from this Agreement, and Client hereby irrevocably and unconditionally indemnifies and holds Company harmless against any claim in connection with, or arising therefrom.

10. PROOF OF CONTRACT

- 10.1 Client agrees that Company, in its entire discretion, may require Client to prove to its satisfaction that Client has a binding and enforceable contract entitling it to promote the Event for which it is securing the Services, provided that Company shall not request or be entitled to require any information relating to the financial arrangements to which such contract may be subject.
- 10.2 Company shall be entitled to require Client to furnish satisfactory proof of valid cancellation insurance in respect of every Event and to have Company's interest in regard to any amounts which Client may be or become obliged to pay to Company if an Event is cancelled, insured to Company's satisfaction under such insurance.

11. CONFIDENTIALITY

- 11.1 For the duration of this Agreement and thereafter, Client shall keep confidential and shall not disclose to any party the contents of this Agreement or any aspect thereof, the technologies employed by Company in the fulfillment of its obligations in terms of this Agreement, any Company Charges payable by Client to Company, sponsorship and advertising rates pertaining to Company and any other information to

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For Client _____

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which Client has access as a result of its relationship with Company and which relates to the business operations and affairs of Company, which Client acknowledges shall be confidential to Company. The provisions of this clause shall survive the termination of this Agreement.

11.2 Company shall keep confidential and shall not disclose to any third party (other than for the purposes of performing the Services) any of the confidential information of Client, disclosed to Company by Client for the purposes of this Agreement.

12. Duration of Contract

12.1 This is not a fixed term contract.

12.2 The Client is permitted to stop using the services of the Company within one month's written notice provided by the Client.

13. BREACH

In the event of either party breaching any of its obligations under this Agreement and failing to remedy such breach within a period of 10 (ten) working days of receipt of a written notice from the other party requiring it to do so, then the other party shall be entitled, without prejudice to any other right which it may have in law, to cancel this Agreement or to claim specific performance and to claim proven damages in respect of such breach.. The Company may withhold all monies from the Client until such breach is resolved.

14. DISPUTES

14.1 This Agreement shall be governed, interpreted and implemented in accordance with the laws of the Republic of South Africa.

15. PRIVACY

Client agrees that, to the extent that any information is gathered relating to a purchaser of tickets through the Company, including but not limited to the ticket purchaser's identity, telephone numbers, address or any other contact details or banking details, Client shall not under any circumstances use the information for any purpose other than to promote and advertise the Events through the Company sales channels and shall also not sell, disclose or transfer the said information to any third party for whatever reason.

16. NOTICES

16.1 For the purposes of this Agreement, including the giving of notices and the serving of legal process, the parties choose domicilium citandi et executandi ("domicilium") as follows:

Company: 210 Long Street, Cape Town, 8000.

Client: _____

For and on behalf of: Webtickets CC

For and on behalf of:_____

Name and Capacity

Name and Capacity

Duly authorized

Duly authorised

For Webtickets_____

For Client_____

Initials of all parties

ANNEXURE A

URL - <https://www.webtickets.co.za/item.aspx?itemid=1248>

Welcome to Webtickets. The following are the rules or "Terms" that govern use of the Webtickets website ("Site"). By using or visiting the Site, you expressly agree to be bound by these Terms. Webtickets reserve the right to change these Terms at any time, effective immediately upon posting on the Site. Please check this page of the Site periodically.

Permitted Use

You agree that you are only authorised to visit, view and to retain a copy of pages of this Site for your own personal use, and that you shall not duplicate, download, publish, modify or otherwise distribute the material on this Site for any purpose other than to review event and promotional information, for personal use, or to purchase tickets or merchandise for your personal use, unless otherwise specifically authorised by Webtickets to do so.

Disclaimers

Webtickets does not promise that the Site will be error-free, uninterrupted, nor that it will provide specific results from use of the Site or any Content, search or link on it. The Site and its Content are delivered on an "as-is" and "as-available" basis. Webtickets cannot ensure that files you download from the Site will be free of viruses or contamination or destructive features. Webtickets will not be liable for any damages of any kind arising from the use of this Site, including without limitation, direct, indirect, incidental, and punitive and consequential damages.

Webtickets disclaims any and all liability for the acts, omissions and conduct of any third party users, Webtickets users, advertisers and/or sponsors on the Site, in connection with the Webtickets service or otherwise related to your use of the Site and/or the Webtickets service. Webtickets is not responsible for the products, services, actions or failure to act of any venue, performer, promoter or other third party in connection with or referenced on the Site.

Indemnity

You agree to indemnify and hold Webtickets, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site.

Purchase Policy

Webtickets sells tickets on behalf of promoters, teams, bands and venues. Policies set forth by our clients, such as venues, teams and theatres, prohibit us from issuing exchanges or refunds after a purchase has been made or for lost, stolen, damaged or destroyed tickets. When you receive your tickets, please keep them in a safe place. Occasionally, events are cancelled or postponed by the promoter, team, performer or venue for a variety of reasons. If the event is cancelled, please contact us for information on whether you are entitled to receive a refund from the responsible party.

Ticket Terms and Conditions

1. As an authorised ticket agent, Webtickets sells tickets on behalf of the venue, promoter or producer that produces the event for which you buy a ticket. We refer to the venue, promoter, or producer from whom we obtain tickets to sell to you as our "Event Partner". Unlawful resale (or attempted unlawful resale) of a ticket is grounds for seizure or cancellation of that ticket without refund or other compensation.
2. It is your responsibility to check your tickets; mistakes cannot always be rectified. While we try and ensure that all prices on our website are accurate, errors may occur. If we discover an error in the price of tickets you have ordered, we will inform you as soon as possible and give you the option of reconfirming your order at the correct price (and credit or debit your account as applicable) or cancelling your order. If we are unable to contact you, you agree that we may treat the order as cancelled. If you choose to cancel after you have already paid the incorrect ticket price for the tickets, you will receive a full refund from us.
3. It is your responsibility to ascertain whether an event has been cancelled and the date and time of any rearranged event. If an event is cancelled or rescheduled, we will use reasonable endeavours to notify ticket holders of the cancellation once we have received the relevant authorisation from the Event Partner. We do not guarantee that ticket holders will be informed of such cancellation before the date of the event.
4. This ticket is issued subject to the Rules and Regulations of the venue and Event Partner. The venue reserves the right to refuse admission should patrons breach any Rules and Regulations of the venue or Event Partner. The venue may on occasions have to conduct security searches to ensure the safety of the patrons.
5. Every effort to admit latecomers will be made at a suitable break in the event, but admission cannot always be guaranteed.
6. Tickets are sold subject to the venue or Event Partner's right to alter or vary the programme due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange tickets.
7. The venue, Event Partner and Webtickets accept no responsibility for any personal property.

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For Client _____

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8. Neither the venue, the Event Partner nor Webtickets shall have any further liability beyond the face value of the ticket purchased plus the relevant per ticket booking fee.

Privacy and personal data

We are committed to protecting your private data. We will collate the information which you give to us to provide you with services and personalize your use and visits of this site. We may also use such information to inform you, the user, about changes in the services we offer and/or about features we think you would find of interest.

Use of personal data

We may use your personal data for the purposes of executing transactions concluded with you, for customer's services and client administration. We also may send you information, special offers and advertising by email, through SMS, within our regular newsletters or our once-off promotional offers. We may also make available your personal information to the event owners (who may be located outside South Africa) in order to enable them to offer their goods and services that they think will interest you. By using our services and by submitting your personal details, you consent to this transfer.

If you do not want to receive the information as set above then please send an e-mail to us at info@webtickets.co.za or amend your profile on the Webtickets site.

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