

MEGAPRO HOSPITALITY_TERMS & CONDITIONS

1. PURCHASE AND SALE

Megapro Marketing (Pty) Ltd ("Megapro") hereby agrees to sell to the Buyer, who agrees to purchase the hospitality packages as per the sales proposal / offer presented by Megapro to the Buyer, on the terms and conditions contained in this agreement.

2. PAYMENT OF PURCHASE PRICE

The Buyer shall:

1. Pay to Megapro the total purchase price after receipt of an appropriate Tax Invoice from Megapro.
2. Be liable for the total cost inclusive of vat upon signature of the booking form.
- 2.3. Only have the hospitality packages allocated to him/her once this signed agreement together with the total purchase price has been received by Megapro;
4. Only be entitled to physical possession of the Hospitality packages once the full purchase price has been paid to Megapro.
5. Collect the packages on the date advised by Megapro and should payment not be made by the Buyer, Megapro shall have the right, without prejudice to any of its rights in law, to cancel this Agreement without notice to the Buyer and to retain any and all payments received in terms of this Agreement as a genuine preestimate of the liquidated damages suffered by it, and to act with the Hospitality packages as Megapro may deem fit, and may elect to proceed against the Buyer for the entire Cost as per the booking form.
5. Be aware that the hospitality packages are subject to availability at the time of booking and subject to restrictions from a commercial rights perspective that may be imposed from time to time by the applicable federation, stadium or union.
6. Hereby acknowledge that the Seller hereby gives its best endeavours to find the Buyer a suitable alternative hospitality package should the said hospitality package not be available at the time of booking for whatsoever reason including restrictions in terms of 2.4 above.

3. CANCELLATION OF AGREEMENT BY BUYER

Should the Buyer cancel this agreement for any reason whatsoever:

1. The Buyer agrees that MEGAPRO may retain the full purchase price.
2. The Buyer agrees that MEGAPRO is entitled in its sole and absolute discretion to deal with the hospitality packages as it may deem fit and the Buyer will not be entitled to the use of any such hospitality package or hospitality facility, and nor will any Hospitality services be provided to the Buyer.

4. CANCELLATION OR POSTPONEMENT OF EVENT

1. If the Event is cancelled due to a force majeure event or any reason beyond Megapro's reasonable control:

If the Event is cancelled greater than 72 hours before the event and not rescheduled, the Buyer will receive a full refund provided that Megapro receives a full refund from the event organizer and the Buyer returns their Hospitality Package tickets to Megapro.

- If the Event is cancelled and postponed to a later date, Megapro will make efforts to notify the Buyer promptly regarding this and in such a case:

- a) If the Buyer chooses to attend the rescheduled Event, Megapro will issue new Hospitality Package tickets at no extra cost upon return of the cancelled tickets.
 - b) If the Buyer is unable to attend the rescheduled Event and notifies Megapro at least 30 days before the new date, they will receive a full refund for the Hospitality Packages upon returning the tickets to Megapro.
2. If the Event is cancelled within 72 hours before its scheduled time, Megapro will refund 50% of the Hospitality Package price.
 3. If the Event is postponed or cancelled again for any reason, Megapro will refund 25% of the Hospitality Package price to the Buyer.
 4. If the Event is cancelled on the day of the play offs or the final, the terms and conditions in ANNEXURE A will apply.

5. TRANSFER OF HOSPITALITY PACKAGES AND HOSPITALITY PASSES

1. The Buyer 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.
2. The Buyer acknowledges that it shall be specifically prohibited from reselling Hospitality package/s and/or granting Hospitality package/s as prizes. In the event that this takes place, Megapro shall be entitled to cancel these tickets.
3. The Buyer 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).
4. 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 may be denied access to the Hospitality area.

6. FORCE MAJEURE

1. Megapro shall not be considered in breach of this agreement to the extent that performance of its obligations is prevented by an Event of Force Majeure.
2. Extenuating weather conditions is not a valid reason for refund or cancellation of

packages and/or tickets. The Buyer accepts all risks associated with ticket seat locations which will be communicated by Megapro to the Buyer at the time of booking.

6.3 Despite the above, the onus rests on the Buyer to obtain information regarding ticket location and should there be adverse weather conditions on event day, the risk and responsibility pertaining to the ticket's location lies with the Buyer.

7. GENERAL

1. Megapro shall use its best endeavours to ensure that the package inclusions per the hospitality sales proposal are delivered on, however, in the event that they are unable to do so and this is out of their control, they shall take such reasonable steps to ensure that a reasonable equivalent or replacement is made.
2. Should the purchase price be paid by credit card, then an additional 3% service fee shall be payable in addition to the original invoiced amount.
3. Courier fees incurred by Megapro on behalf of the Buyer will be for the Buyer's account.
4. Megapro shall be entitled to charge interest, from time to time, on all overdue amounts at the rate of 2% above the prime rate (quoted by First National Bank Limited) per month, calculated from due date to date of payment.
5. Megapro shall be entitled, but not obliged, to institute proceedings against the Buyer out of the Magistrate's Court; notwithstanding the amount owing exceeds the jurisdiction of the Magistrate's Court. The Buyer agrees to be liable to Megapro for all legal costs on the attorney and own client scale.
6. A certificate signed by a director or manager of Megapro reflecting the amount of the Buyer's indebtedness to it, including the amount of interest accrued thereon shall be prima facie proof of the contents and correctness thereof.
7. This agreement constitutes the entire agreement between the parties and no variation or amendments to any term or condition hereof shall be valid or binding on Megapro unless reduced to writing and signed by an authorised representative of Megapro.
8. Any annexure signed by the Buyer shall form an annexure to this agreement, and the Buyer undertakes to be bound thereto.
9. The address inserted on Megapro's official quotation shall be the domicilium address nominated by the Buyer in terms of this agreement for the purpose of serving legal notices.
10. The Buyer shall have no advertising or sponsorship rights or association with the event.
11. Whilst every effort will be made to ensure the accuracy of the information contained on Megapro's website, brochure or quote, such information is subject to change at any time without prior notice and Megapro shall not be held liable for any inaccuracies on any website, brochure or quote supplied by it nor will Megapro be held liable for any damage or loss arising out of such incorrect or amended information.

8. INDEMNITY

1. Megapro, its employee/s, officer/s, agent/s and/or invitee/s shall under no circumstances be held liable for any damages or loss suffered by the Buyer or any third party bearer of the Hospitality package sold to the Buyer, arising from any act or omission by Megapro, its employee/s, officer/s, agent/s and/or invitee/s and the Buyer hereby irrevocably indemnifies Megapro against such claims.
2. The novel coronavirus, COVID-19, was declared a worldwide pandemic by the World Health Organisation. MEGAPRO cannot prevent any event attendees from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease while attending the event. 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 and understands 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.

EVENTS TERMS & CONDITIONS

1. PURCHASE AND SALE

Megapro Marketing (Pty) Ltd ("Megapro") hereby agrees to sell to the Buyer, who agrees to purchase the event ticket(s) as per the sales proposal / offer presented by Megapro to the Buyer, on the terms and conditions contained in this agreement.

2. PAYMENT OF PURCHASE PRICE

The Buyer shall:

1. Pay to Megapro the total purchase price after receipt of an appropriate Tax Invoice from Megapro.
2. Be liable for the total cost inclusive of vat upon signature of the booking form.
3. Only have the event ticket(s) allocated to him/her once this signed agreement together with the total purchase price has been received by Megapro;
4. Only be entitled to physical possession of the event ticket(s) once the full purchase price has been paid to Megapro.
5. Collect the event ticket(s) on the date advised by Megapro and should payment not be made by the Buyer, Megapro shall have the right, without prejudice to any of its rights in law, to cancel this Agreement without notice to the Buyer and to retain any and all payments received in terms of this Agreement as a genuine preestimate of the liquidated damages suffered by it, and to act with the Hospitality packages as Megapro may deem fit and may elect to proceed against the Buyer for the entire Cost as per the booking form.
6. Be aware that the event ticket(s) are subject to availability at the time of booking and subject to restrictions from a commercial rights perspective that may be imposed from time to time by the applicable federation, stadium or union.

3. CANCELLATION OF AGREEMENT BY BUYER

1. Should the Buyer cancel this agreement for any reason whatsoever:
2. The Buyer agrees that MEGAPRO may retain the full purchase price.
3. The Buyer agrees that MEGAPRO is entitled in its sole and absolute discretion to deal with the event ticket(s) as it may deem fit and the Buyer will not be entitled to the use of any such event ticket(s).

4. CANCELLATION OR POSTPONEMENT OF EVENT

1. If the Event is cancelled due to a force majeure event or any reason beyond Megapro's reasonable control:
2. If the Event is cancelled greater than 72 hours before the event and not rescheduled, the Buyer will receive a full refund provided that Megapro receives a full refund from the third parties.
3. If the Event is cancelled and postponed to a later date, Megapro will make efforts to notify the Buyer promptly regarding this and in such a case:
4. If the Buyer chooses to attend the rescheduled Event, Megapro will issue new event ticket(s) at no extra cost upon return of the cancelled tickets.
5. If the Buyer is unable to attend the rescheduled Event and notifies Megapro at least 30 days before the new date, they will receive a full refund for the Hospitality Packages upon returning the tickets to Megapro.
6. If the Event is cancelled within 72 hours before its scheduled time, Megapro will refund 50% of the event ticket(s) price.
7. If the Event is postponed or cancelled again for any reason, Megapro will refund 25% of the event ticket(s) price to the Buyer.

5. TRANSFER OF HOSPITALITY PACKAGES AND HOSPITALITY PASSES

1. The Buyer acknowledges that it shall be specifically prohibited from reselling event ticket(s) as prizes. In the event that this takes place, Megapro shall be entitled to cancel these tickets.

6. FORCE MAJEURE

1. Megapro shall not be considered in breach of this agreement to the extent that performance of its obligations is prevented by an Event of Force Majeure.
2. Extenuating weather conditions is not a valid reason for refund or cancellation of event ticket(s).

7. GENERAL

1. Megapro shall use its best endeavours to ensure that the package inclusions per the event sales proposal are delivered on, however, in the event that they are unable to do so and this is out of their control; they shall take such reasonable steps to ensure that a reasonable equivalent or replacement is made.
2. A certificate signed by a director or manager of Megapro reflecting the amount of the Buyer's indebtedness to it, including the amount of interest accrued thereon shall be prima facie proof of the contents and correctness thereof.
3. This agreement constitutes the entire agreement between the parties and no variation or amendments to any term or condition hereof shall be valid or binding on Megapro unless reduced to writing and signed by an authorised representative of Megapro.
4. Any annexure signed by the Buyer shall form an annexure to this agreement, and the Buyer undertakes to be bound thereto.
5. The address inserted on Megapro's official quotation shall be the domicilium address nominated by the Buyer in terms of this agreement for the purpose of serving legal notices.
6. The Buyer shall have no advertising or sponsorship rights or association with the event.
7. Whilst every effort will be made to ensure the accuracy of the information contained on Megapro's website, brochure or quote, such information is subject to change at any time without prior notice and Megapro shall not be held liable for any inaccuracies on any website, brochure or quote supplied by it nor will Megapro be held liable for any damage or loss arising out of such incorrect or amended information.

8. INDEMNITY

1. Megapro, its employee/s, officer/s, agent/s and/or invitee/s shall under no circumstances be held liable for any damages or loss suffered by the Buyer or any third party bearer of the event ticket(s) sold to the Buyer, arising from any act or omission by Megapro, its employee/s, officer/s, agent/s and/or invitee/s and the Buyer hereby irrevocably indemnifies Megapro against such claims.