

TICKET TERMS & CONDITIONS

IMPORTANT INFORMATION

1. Tickets are issued by SA Rugby Event Services (RF) (Pty) Limited;
2. The ticketing website is via the Ticketmaster on <https://tickets.lionstour2021.com>;
3. Tickets are strictly non-transferable to third parties;
4. There are restrictions on your eligibility to purchase and use Tickets which include (without limitation) from whom you are permitted to purchase a Ticket based on your permanent residence;
5. Tickets may not be used in connection with ambush marketing, or as additions to hospitality, travel packages or travel services;
6. Each Ticket Holder issued through the website or Authorised Agents or any such other third parties will be deemed to have read and understood the terms and conditions as it applies to a Ticket Holder to a Match;
7. Each Ticket Holder shall accept all relevant major event legislation relevant to the host country which is inclusive of, but not limited to, Health and Safety legislation; Safety at Sports and Recreational Events Act, and the Disaster Management Act as amended from time to time; and
8. The Ticket Holder has assumed the risk to and understands the warning concerning COVID-19 or any such communicable diseases (see Clause IV paragraph (5)).

TICKET TERMS AND CONDITIONS

These Conditions govern all Tickets issued for the British & Irish Lions Tour 2021 to South Africa and the admission of all visitors to any Venue to attend any Match. In the case of any conflict or contradiction between these Conditions and the abbreviated form printed on the reverse side of each Ticket, these Conditions will prevail.

All Tickets for the Tour are issued by **SA RUGBY EVENT SERVICES (RF) (PTY) LTD (SARES)** or third parties designated by SARES, pursuant to authority granted by **SA RUGBY UNION (SARU)**.

Any Ticket Purchaser or any person who possesses a Ticket, or uses or attempts to use any Ticket shall be deemed to have agreed to comply with these Conditions.

I. Ticket Purchase and Delivery

1. Tickets may only be purchased from SARES (via the Official Ticketing Agent, including priority Ticket sales) or from the Authorised Agents or through the Official Ticket Resale Scheme or through any other sale or transfer mechanism authorised in writing by SARU. Only the individuals who are entitled by SARES to apply to the priority sales may apply or purchase a Ticket. **TICKETS PURCHASED OR OBTAINED IN BREACH OF THE ABOVE SHALL BE VOID AND MAY BE CONFISCATED OR CANCELLED WITHOUT REFUND OR COMPENSATION.**
2. A Ticket Purchaser's eligibility to purchase Tickets (and a Ticket Holder's eligibility to use Tickets) will depend on the Ticket Purchaser's billing address, being their permanent and primary residential address. Ticket Purchasers and Ticket Holders may be required to provide proof of their billing address on purchase, delivery of the Tickets and/or on access to the Venue.

For Ticket Purchasers with a billing address in the European Union, EEA and the United Kingdom & Northern Ireland ("**EU Territory**"); Ticket Purchasers and Ticket Holders will only be eligible to purchase Tickets from The British & Irish Lions Authorised Agents. The British & Irish Lions Authorised Agents are listed www.lionstour2021.co.za and will be updated from time to time.

For Ticket Purchasers with a billing address in South Africa or worldwide (except the EU Territory) ("**Worldwide Territory**"): Ticket Purchasers will only be eligible to purchase Tickets from SARU or SARU Authorised Agents. SARU Authorised Agents are listed www.lionstour2021.co.za and will be updated from time to time.

Tickets purchased or obtained in breach of the above shall be void and may be confiscated or cancelled without refund or compensation.

3. SARES reserves the right to limit, at the time of purchase, the maximum number of Tickets that any person may purchase for a Match. Tickets may be limited to a maximum number per person, per payment credit card and / or per household or any other criteria that SARES decides in its sole discretion. SARES reserves the right to cancel without prior notice and without refund any Tickets purchased in excess of this number. Software that runs automated tasks over the internet and / or that can replicate the online purchasing activity of multiple persons, including but not limited to 'Bots' or other forms of 'ticket harvesting' software, must not be used to purchase Tickets on the Internet. Where SARES reasonably believes that Tickets have been obtained in this manner such Tickets shall be voidable and SARES reserves the right to cancel such Tickets without prior notice and without refund.
4. If any person under the age of 18 years (legal minor) wishes to purchase Tickets, such legal minor must obtain the consent of their person in parental authority or guardian (statutory agent). The nominated payment card or the registered bank

account used to purchase Tickets must be registered in the name and residential address of the Ticket Purchaser. SARES reserves the right to refuse any application for Tickets from any person who fails to comply with these stipulations, or to cancel any Tickets purchased in breach of this condition.

5. As a condition of each purchase, each Ticket Purchaser warrants at the time of purchase and for the duration of the period the Ticket is valid that it is purchasing the Ticket(s) in a private consumer, non-commercial capacity only. Each Ticket Holder warrants that the Ticket(s) will be used in a private consumer, non-commercial capacity only.
6. It is strictly prohibited to purchase or obtain Tickets for the purpose of selling, offering, disposing, exposing or making it available for sale or purchase to any third party (including, without limitation, putting Tickets on auction or internet auction), regardless of the nature or method thereof. Where SARES reasonably believes that Tickets have been purchased or obtained for such prohibited purpose such Tickets shall be voidable and SARES reserves the right to cancel such Tickets without prior notice and without refund.
7. Once payment in full has been received by SARES or by the relevant Authorised Agent, confirmation of the sale and the Ticket Purchaser's booking reference number will be notified to the Ticket Purchaser by email or telephone.
8. The sale or other issuance of any Ticket is final and non-refundable except as outlined in Clause VI of these Conditions or as required by applicable laws. SARES shall not be responsible for any Ticket that has been lost, stolen, forgotten, damaged, defaced or forged, and reserves the right not to replace any Ticket which is unreadable or incomplete. SARES reserves the right not to accept any Ticket that has been damaged, defaced or forged or any Ticket which is unreadable or incomplete.
9. SARES reserves the right to issue Tickets in hard copy or electronically.
10. Hard copy Tickets will be delivered by such means designated by SARES to the billing address of the Ticket Purchaser (and not to any other address) or made available for collection at collection venues designated by SARES. Post office boxes (or similar) may not be registered as addresses for the delivery of hard copy Tickets. Electronic Tickets will be issued via email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application.
11. If any Tickets have not been received by the date notified upon its purchase, the Ticket Purchaser should contact the customer service centre (details of which will be given to the Ticket Purchaser at the time of the confirmation of sale) quoting the booking reference number given to the Ticket Purchaser at the time of the confirmation of sale.
12. It is the Ticket Purchaser's responsibility to check their Tickets on receipt and the Ticket Purchaser should contact the customer service centre as soon as possible if there is a mistake.
13. SARES reserves the right to restrict the sale of Tickets to a maximum number of 8 per person, per credit card and/or per household and to cancel any Tickets purchased in excess of this number.

II. Ticket Use & Prohibitions on Transfers

1. Save as set out in Clause II, paragraphs (2) and (3) below, Tickets are **STRICTLY NON-TRANSFERABLE** to any third party, and any person including Ticket Purchasers, Ticket Holders or any other person who uses or plans to use the Tickets are **STRICTLY PROHIBITED FROM SELLING, OFFERING (FOR VALUE OR FOR NO VALUE), DISPOSING, EXPOSING OR MAKING IT AVAILABLE FOR SALE OR PURCHASE TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, PUTTING TICKETS ON AUCTION OR INTERNET AUCTION), REGARDLESS OF NATURE OR METHOD THEREOF.** SARES reserves the right to cancel without refund any Tickets which SARES reasonably believes have been or are intended to be resold, offered, exposed or made available for sale, or transferred or otherwise disposed (for value or for no value) to any third party in breach of these Conditions.
2. If more than one Ticket is issued to a Ticket Purchaser, the Ticket Purchaser must retain one Ticket for their personal use. Any remaining Tickets may only be used by persons who are known to the Ticket Purchaser personally (and who did not become known to the Ticket Purchaser through the sale or transfer of the Ticket), except in circumstances where, in the sole opinion of SARES, it is unreasonable to expect the Ticket Purchaser to attend the Match (in which case, the transferee of the Ticket Purchaser's Ticket, shall produce such form of identity as SARES may require and shall be deemed to have accepted these Conditions herein), who accompany the Ticket Purchaser to the Match and are subject to the following conditions, save that such recipients of the Ticket Purchaser's Tickets pursuant to this paragraph (2) shall not have any right to sell or transfer their Ticket to any other person and only the original Ticket Purchaser shall have the right to a refund from SARES in respect of such Tickets under Section VI of these Conditions:-
 - a) any such Tickets must not be offered publicly (including on any website, social media site or other public forum) whether for sale, as a gift or donation or any other means of transfer and the sale or transfer of any such Tickets by the Ticket Purchaser to such recipients of the Ticket Purchaser's Tickets must not be for a value greater than the Original Sale Price of the Ticket;
 - b) the Ticket Purchaser must bring these Conditions and any applicable Venue Regulations to the attention of such recipients of the Ticket Purchaser's Tickets and the transfer of any such Tickets by the Ticket Purchaser must be made strictly subject to these Conditions and any applicable Venue Regulations;
 - c) these Conditions and any applicable Venue Regulations shall be binding upon such recipients of the Ticket Purchaser's Tickets in full;

- d) the Ticket Purchaser shall ensure that such recipients of their Tickets comply with these Conditions and any applicable Venue Regulations, and SARES reserves the right to cancel the Ticket Purchaser's own Ticket and refuse the Ticket Purchaser admission to and/or eject the Ticket Purchaser from the Venue without refund or compensation in the event of a breach of these Conditions and/or any applicable Venue Regulations by any such recipients of the Ticket Purchaser's Tickets.
3. Tickets purchased directly from SARES (but not bundle Tickets or Tickets purchased from or issued by an Authorised Agent) may be transferred by a Ticket Purchaser to a third party in the Worldwide Territory via the Official Ticket Resale Scheme which will be designated by SARES. Further details of the Official Ticket Resale Scheme will be provided to Ticket Holders in due course by email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application and made available via the website <https://tickets.lionstour2021.co.za/>
4. Notwithstanding paragraphs (2) and (3) above, it is a condition of the issuance of every Ticket and the right of admission to a Venue that, the Ticket must not be:
- transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business; and/or
 - for the purpose of being transferred, used or otherwise disposed of:
 - in relation to any promotional, charitable or commercial purpose (including any competition, advertising, promotion, auction or as a prize in any competition or sweepstake, whether for a business or a charity or otherwise).
 - to enhance the demand for any other goods or services; and/or
 - transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket; and/or
 - transferred, used, combined with or incorporated as part of any merchandise, hospitality, food, beverage, entertainment, accommodation, leisure or travel service or travel package or service;
 - combined with any other good(s) or service(s) (including as part of any merchandise, hospitality, food, beverage, entertainment, accommodation, leisure or travel service or travel package or service); and/or
 - combined with or used in connection with any unauthorised use of Intellectual Property Rights of SARES, SARU and / or The British & Irish Lions;
- in each case without the prior written approval of SARES.
5. In the event that SARES, the Official Ticketing Agent, SARU or any Authorised Person reasonably suspects that a Ticket Holder has obtained their Ticket(s) from an unauthorised group or individual or is in breach of these Conditions, the Ticket Holder shall, upon request by SARES, the Official Ticketing Agent, SARU or any Authorised Person, give a full explanation and supporting evidence as to how and from whom (including full contact details of the purchaser) their Ticket(s) have been obtained and at what price. If a Ticket Holder fails to provide a reasonably satisfactory explanation and supporting evidence, SARES has the right to cancel the Ticket(s) and refuse the Ticket Holder admission to and / or eject the Ticket Holder from the Venue without refund or compensation.
6. Any Ticket offered for sale, sold, transferred, used or disposed of in breach of Clause II paragraphs (2), (3) or (4) of these Conditions may be cancelled by SARES, and any Ticket Holder seeking to use the Ticket may be refused admission to or evicted from the Venue without refund or compensation and may also be liable to legal action.
7. The purchase of and / or use of a Ticket does not grant the Ticket Purchaser, Ticket Holder (or any other person) any rights to or licences in any Intellectual Property Rights owned by or licensed to SARU, SARES or The British & Irish Lions and any such use of such rights or association or affiliation with any of those rights without the right's owners' authorisation shall be an infringement of those Intellectual Property Rights.
- ### III. Venue Entry & Requirements
- These Conditions are subject to any additional requirements for crisis management, public order and security and safety conditions of admission to a particular Venue that may be issued by /SARES from time to time ("**Venue Regulations**"). SARES shall notify Ticket Purchasers of any such Venue Regulations via email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application and made available via <https://tickets.lionstour2021.co.za/>. If a Ticket Holder fails to comply with the applicable Venue Regulations, they may be refused admission to the Venue or evicted from the Venue without refund or compensation. In the case of any conflict between these Conditions and the Venue Regulations, these Conditions will prevail.
 - Admission to a Venue will only be authorised upon presentation of a valid Ticket and, if required by SARES, SARU and/or any Authorised Person, photographic proof of identity and proof of age and proof of address. One Ticket will be required for each person, regardless of age. A valid Ticket permits the Ticket Holder to view the relevant Match from the seat indicated on that Ticket or such other alternative seat as SARES and/or SARU may allocate acting reasonably. The Ticket Holder is not guaranteed an uninterrupted and/or uninhibited view of the Match from the seat provided, nor is any representation or warranty given as to the quality, content or duration of the Match.
- Any Ticket Holder leaving a Venue will not be re-admitted and no pass-outs will be permitted.
 - For the purposes of safety, security and/or adhering to compliance measures, each Ticket Holder shall, if requested by any Authorised Person, co-operate and comply fully with the instructions and guidelines of such Authorised Person (including by producing a valid Ticket and physical proof of identity that displays the age of the Ticket Holder). A Ticket Holder may be required to submit to a body and possessions search as well as a screening process for the purposes of identifying any Illegal or Prohibited Item or Restricted Item on their person and / or to comply with health and safety requirements, and any refusal by the Ticket Holder may result in refusal of admission to the Venue or eviction from the Venue without refund or compensation. Any identified Prohibited or Restricted Items which are surrendered by a Ticket Holder as a condition of entry to the Venue shall be deemed to be surrendered irrevocably and voluntarily and will be unable to be reclaimed by the Ticket Holder and shall be disposed of by SARES without liability.
 - SARES, SARU and/or any Authorised Person may refuse admission to the Venue or eject from the Venue without refund or compensation any Ticket Holder who:
 - does not comply with the SARU Fan Code;
 - does not comply with the Venue Regulations;
 - is noticeably under the influence of alcohol, narcotics or any behaviour-modifying substance, or is behaving, or considered by any Authorised Person likely to behave, violently, harmfully, disruptively or in a manner contrary to public order and/or safety;
 - brings or attempts to bring into a Venue, possesses or uses within a Venue or in the vicinity thereof any Illegal or Prohibited Item including, without limitation, any prohibited items stipulated separately under Venue Regulations and the following:
 - firearms & ammunition (including component parts) or replica or imitation firearms or ammunition; all types of knives and bladed items; offensive weapons or implements, such as extendable batons, or any items modified into weapons or replica or imitation weapons; controlled drugs; explosives, fireworks, flares, smoke canisters or replica explosive devices; personal protection sprays, laser pointers & strobe lights; glass bottles and glass receptacles (medication bottles for personal use for which an original doctor's script must be available on request); hazardous and/or toxic materials; aluminium or steel containers or aluminium or steel cans; plastic bottles; any umbrellas; or any item that an Authorised Person considers dangerous, hazardous and/or illegal or that may be used as a weapon or a missile or that may compromise or otherwise interfere with the safety of (or pose a hazard to) any person or security at the Venue;
 - all wireless devices which emit radio waves (including phone jammers, radio scanners and walkie-talkies, wi-fi (wireless LAN) routers), excluding mobile phones for personal use and wireless devices which only have receiving functions (such as radios). Personal/private wireless and 3G or 4G access points/hubs and unmanned aerial vehicles (UAV) and flying objects generally known as drones are strictly prohibited;
 - hard cool boxes;
 - compressed gas containers (otherwise than required for personal medical purposes for which an original doctor's script is required);
 - protest material of any kind, including banners, clothing, signs or materials displaying political, religious, offensive or race-related messages, slogans or images;
 - tents, spray paint or any other item which could be used to demonstrate within a Venue, sabotage or damage property;
 - any objects bearing trademarks or other kinds of promotional signs and messages (of whatever nature) which SARES, SARU or any Authorised Person believe are for promotional or ambush marketing purposes;
 - any tripods, monopods or video camera equipment whatsoever including 'selfie sticks' (whether or not for personal use); and any camera or other type of photographic or recording device (of any nature whatsoever and whether capturing still or moving pictures);
 - bicycles, roller-skates, skateboards, scooters, wheeled footwear, prams and children's buggies and similar items; and/or
 - pets or animals (other than guide/service dogs);
 - brings or attempts to bring into a Venue, possesses or uses within a Venue any Restricted Item which, in the reasonable opinion of an Authorised Person, might compromise or otherwise interfere with the enjoyment or comfort of any person at the Venue, such as, without limitation, large flags, banners and flag poles, oversized hats and umbrellas, etc. which limit other people's views, noisemakers which make excessive loud noises such as vuvuzelas and whistles, horns, air horns, drums, rattles (things emitting clatters and sounds), and musical instruments;
 - brings or attempts to bring into a Venue any alcohol, food and/or non-alcoholic drinks;

- g) whilst within any Venue or vicinity thereof, engages in disruptive, dangerous or violent behaviour including (without limitation) throwing, casting, thrusting or propelling any object (including, without limitation, onto the Playing Surface), instigates violence, racism, xenophobia or homophobia, or behaves in a way that any reasonable person may interpret as provocative, threatening, discriminatory and/or offensive, or creates or poses any threat to the life or safety of themselves or any other person(s), or harms any other person(s) in any way, or unreasonably obstructs the viewing of other spectators;
 - h) whilst within any Venue, enters or circulates in restricted access areas or other areas where that person is not permitted (including, without limitation, the Playing Surface, changing rooms or other players' or officials' areas); or stands on seats; or climbs lighting masts, fences, roofs and other apparatus or constructions;
 - i) is reasonably suspected by an Authorised Person of having committed, or being likely to commit, a criminal offence within the Venue or the vicinity thereof;
 - j) whilst within any Venue or the vicinity thereof, fails to comply with instructions from SARES, SARU and/or any Authorised Person;
 - k) whilst within any Venue, damages, interferes with or tampers with any property of any third party;
 - l) whilst within any Venue, smokes in any area where smoking is not permitted or uses an e-cigarette in any area where smoking is not permitted;
 - m) brings or attempts to bring into a Venue, sells, possesses or uses within a Venue or in the vicinity thereof any sponsorship, promotional or commercial items or materials (of whatever nature) or any other third party without the prior written authorisation of SARU and/or SARES (and the Ticket Holder may be asked to deliver a copy of any such authorisation upon entry to or whilst within any Venue);
 - n) whilst within any Venue or the vicinity thereof, engages in any form of activity related to marketing or advertising (including ambush marketing), or conducts any commercial activity whatsoever, or offers (either for free or for sale), sells or possesses items with intent to sell (including, without limitation, drinks, food, souvenirs, clothes, promotional and/or commercial items and literature), in each case without the prior written authorisation of SARES;
 - o) whilst within any Venue hangs or drapes any flag or banner over any signage within the Venue;
 - p) whilst within any Venue, engages in any form of gambling, or uses any computer and/or mobile device (including any portable, laptop or handheld computer tablet) to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Match, or records, compiles, transmits or disseminates (by any means) any scoring, statistical or other data for the direct or indirect purposes of gambling or gaming;
 - q) offers to any third party any bribe or other reward to fix or contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Match and/or otherwise contacts or attempts to contact any player, coach, team or Match official for a corrupt or improper purpose;
 - r) is under the age of 16 years unless accompanied by his/her parent or guardian or other adult of the age of 20 or over designated by such parent or guardian;
 - s) takes away or retains any Match balls or other items;
 - t) uses or operates any unmanned aerial vehicles and flying objects generally known as drones at the Venue or surrounding areas of the Venue;
 - u) destroys, damages, defaces any buildings, trees, works, other facilities, equipment or articles at the Venue or surrounding areas of the Venue;
 - v) demands visitation or does not move though being requested to move from any part of the Venue or surrounding areas of the Venue;
 - w) views /stands or loiters in the aisle or viewing from the aisle;
 - x) enters or parks vehicles or bikes in areas at the Venue or surrounding areas of the Venue which are not permitted;
 - y) conducts any protests or demonstrations, meetings, solicitation, public speeches, propagandas, missionary work at the Venue or surrounding areas of the Venue, etc.; and/or
 - z) conducts any other acts which will or may obstruct the undisturbed operation of the Tour.
6. No Ticket Holder shall be permitted to enter, attend or remain in attendance at any Venue if that person has been refused entry to or ejected from another British and Irish Lions Tour, 2021 Match by SARES, SARU and/or any Authorised Person or is subject to a ban from attending the relevant Venue or any other sports ground by the relevant Venue owner, sport's governing body or any other competent authority.
7. Ticket Holders must retain their Ticket at all times whilst within any Venue and Tickets must be presented for inspection upon request by SARES, SARU and/or any Authorised Person. Failure to do so may result in the Ticket Holder being ejected from the Venue without refund or compensation.

- 8. There is no storage available at Venues for any surrendered Illegal or Prohibited Items or any Restricted Items or Ticket Holders' other personal property.

IV. Limitation of Liability

- 1. Nothing in these Conditions seeks to exclude the liability under applicable South African legislation of SARES, SARU, the Official Ticketing Agent, the Authorised Agents, the owner of the Venue or any Authorised Person for death or personal injury caused by its negligence, fraud or other type of liability which cannot be excluded or limited by law.
- 2. **THE LIABILITY OF SARES, SARU, THE OFFICIAL TICKETING AGENT AND THE AUTHORISED AGENTS SHALL (IN AGGREGATE) OTHERWISE BE LIMITED TO THE REFUND SET OUT IN SECTION VI (INCLUSIVE) OF THESE CONDITIONS.**
- 3. **PERSONAL ARRANGEMENTS INCLUDING TRAVEL, ACCOMMODATION OR HOSPITALITY RELATING TO ATTENDANCE AT THE MATCH WHICH HAVE BEEN ARRANGED BY THE TICKET HOLDER ARE AT THE TICKET HOLDER'S OWN RISK AND NONE OF SARES, SARU, THE OFFICIAL TICKETING AGENT OR THE AUTHORISED AGENTS SHALL BE RESPONSIBLE TO THE TICKET HOLDER FOR ANY INDIRECT LOSSES OR DAMAGES.**
- 4. **THE TICKET HOLDER IS RESPONSIBLE FOR THEIR OWN PERSONAL PROPERTY BROUGHT TO AND INTO A VENUE. NONE OF SARES, SARU, THE OFFICIAL TICKETING AGENT, AUTHORISED AGENTS, THE OWNER OF THE VENUE OR ANY AUTHORISED PERSON ACCEPTS ANY RESPONSIBILITY FOR ANY LOSS, THEFT OR DAMAGE OF A TICKET HOLDER'S PERSONAL PROPERTY.**
- 5. Waiver of liability relating to coronavirus (COVID-19) and other communicable diseases. The novel coronavirus, COVID-19, was declared a worldwide pandemic by the World Health Organisation. SARU, SARES The British & Irish Lions, Authorised Agents and the respective Venues hosting the Tour cannot prevent any attendees at a Match 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, Ticket Holders who choose to utilise a Ticket to enter a Venue, may be exposed to and / or increasing the risk of contracting or spreading COVID-19 or any other communicable diseases. By entering a Venue, the Ticket Holder has assumed the risk to and understand the above warning concerning COVID-19 or any other communicable diseases. The Ticket Holder hereby acknowledges that they have been informed and are aware that in attending a Match and entering a Venue 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.**

V. Media & Recordings

- 1. Photographs or any other recordings of sound or images taken by a Ticket Holder within a Venue may be used for personal, private, non-commercial and non-promotional purposes only. The Ticket Holder shall not, except for personal, private, non-commercial and non-promotional purposes and in any event not for commercial gain, disseminate at any time, over the internet, radio, television and/or any other current and/or future form or type of media, any sound, image, description or result and/or statistics of a Match (in whole or in part) including (without limitation) any such content made, recorded or captured in still or moving form by mobile phones or by any other form of wireless and/or portable device, or to assist any other person(s) in the conduct of such activities.
- 2. Each Ticket Holder attending a Match:-
 - a) acknowledges that he/she is likely to be recorded in a number of media and publicly disseminated;
 - b) agrees that perpetual use may be made, free of charge, of their voice, image and likeness captured whilst present at or about the Venue (by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies) and waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies;
 - c) acknowledges and agrees that SARU is the sole legal and beneficial owner of the copyright and any other Intellectual Property Rights of any nature whatsoever in and to any recordings of sound or images taken within a Venue (including future rights to such recordings or to any works derived from such recordings) and waives, on an irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such recordings; and
 - d) hereby unconditionally and irrevocably grants to SARU a perpetual, exclusive, freely assignable and royalty-free and worldwide licence to use, adapt, distribute and/or exploit, by any means and in any current and/or future form or type of media or format, any recordings taken by the Ticket Holder within a Venue in breach of Section V, paragraph (1) of these Conditions.

VI. Refunds, etc.

1. SARES does not guarantee that the Match for which a Ticket is issued will take place at the date, time and Venue stated on the Ticket.
2. SARES reserves the right to make alterations to the time, date, duration and Venue of any Match or other details governed by any Ticket in the event of unforeseen or other circumstances, including (without limitation), Force Majeure, safety and security concerns or decisions from any Authorised Person or other competent authority. In the event of such alteration, neither SARES, SARU the Official Ticketing Agent or any Authorised Agents will be liable to the Ticket Holder or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in Section VI, paragraphs (5), (6), (7) and (8) of these Conditions.
3. As soon as possible after SARES determines postponement, rescheduling or cancellation of a Match, all available information will be posted on <https://tickets.lionstour2021.co.za/> but it is the responsibility of the Ticket Holder to ascertain whether a Match has been postponed, rescheduled or cancelled and any new dates, times and Venue.
4. A Ticket will not be exchanged or refunded if:-
 - a) the Match is stopped for any reason after kick-off; or
 - b) kick-off is delayed for any reason on the date of the Match; or
 - c) the kick-off time of a Match changes but not the date.
5. SARES shall only be required to refund a Ticket Purchaser (on application by the Ticket Purchaser) with the Face Value of the relevant Ticket less Ticket administration fees, in the following circumstances:-
 - a) if the Match is postponed before kick-off and the Match is not rescheduled;
 - b) if the Match is postponed before kick-off and the Match is rescheduled to another date (whether at the original Venue or at a different Venue); or
 - c) if the Match is not held due to cancellation of the Tour; or
 - d) if the Ticket Purchaser is otherwise entitled to a refund under South African law.
6. If a Match is postponed before kick-off and the Match is rescheduled to another date (whether at the original Venue or at a different Venue), the Ticket Holder may:
 - a) if the Match is rescheduled to another date at the original Venue either use the original Ticket for the rescheduled Match or apply for a refund pursuant to Section VI, paragraph (5)(b) of these Conditions; or
 - b) if the Match is rescheduled to a different Venue either exchange the Ticket with SARES for a Ticket of the same or lower price category for the rescheduled Match (subject to availability of Tickets) or apply for a refund pursuant to Section VI, paragraph (5)(b) of these Conditions.
7. The Ticket Purchaser shall not be entitled to a refund of any fees or charges paid in addition to the Face Value of the Ticket (for example, any Handling Fee or postage or courier charges) except where required by South African law. No interest or costs will be payable in respect of any monies refunded.
8. Where Section VI paragraph (5) of these Conditions applies, only the original Ticket Purchaser may apply for a refund. If SARES initiates a refund process under paragraphs (5)(a), (b), (c) or (d) of these Conditions, the Ticket Purchaser will be advised of the process and the prescribed deadline for refund applications through the media or via direct communication within ten working days of the cancellation or rescheduling of the Match or the cancellation of the Tour.
9. The Ticket Purchaser must follow the prescribed process and deadline and produce the original Ticket or follow other procedures designated by SARES in order to be eligible for a refund. SARES shall not be required to issue a refund in relation to any Ticket which it reasonably believes has been the subject of a sale, transfer or disposal in breach of Section II, paragraphs (2), (3) or (4) of these Conditions.

VII. General

1. These Conditions have been drafted in the English language. In the case of any conflict or ambiguity between the English language version of these Conditions and any translation of them into any other language, the English language version of these Conditions will prevail.
2. Information about a Ticket Purchaser is gathered and stored by SARES and / or the Official Ticketing Agent and / or Authorised Agents to identify the Ticket Purchaser and for administration, communication, marketing, enforcement and access control purposes. The Ticket Purchaser has a right of access to and correction of their personal information by written request to SARES.
3. The Ticket Holder irrevocably and unconditionally consents to the collection and processing by SARES and / or the Official Ticketing Agent and / or Authorised Agents of personal information provided by the Ticket Purchaser and any other Ticket Holder in accordance with SARES's privacy policy (<https://bi-lions-tour-2021.s3.eu-west-2.amazonaws.com/privacy-policy.pdf>) for the purposes of the implementation of these Conditions, including for administration, communication,

marketing, enforcement and access control purposes. If there are any requests from World Rugby or SARU in regards to personal information provided to SARES in relation to Ticket Purchasers and other Ticket Holders, it is acknowledged in advance that SARES may provide this information to World Rugby or SARU.

4. Save as required by South African law, none of SARES, SARU, the Official Ticketing Agent or any Authorised Agent accepts any responsibility for any loss, theft or accidental destruction of any personal information provided by the Ticket Purchaser (and any other Ticket Holder) or any financial or other loss or damage which may result therefrom.
5. In the event that any provision of these Conditions is declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, that provision shall be severed to the extent necessary in that jurisdiction, and the remainder of these Conditions will remain in effect as if such provision had not been included and the validity, enforceability and/or legal effect of such remaining Conditions shall not in any way be affected or impaired thereby.
6. SARES reserves the right to make amendments to these Conditions from time to time where it has a valid reason to do so (including, without limitation, a change in the Venue Regulations). A full copy of the latest version of the Conditions (as amended, where appropriate) will be available at the website: <https://tickets.lionstour2021.co.za/> and SARES shall notify Ticket Purchasers of such changes via email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application if they materially affect Ticket Purchasers' rights as a consumer.
7. Any information requests or other correspondence in relation to these Conditions should be addressed to: customercare@lionstour2021.co.za
8. Any breach of any these Conditions may result in the cancellation of the Ticket, the refusal of admission to the Ticket Holder to the Venue, or their eviction from the Venue, in each case without refund or compensation in addition to any other remedy that SARES and/or SARU may have. Without limiting the generality of the remedies available to SARES and/or SARU, a breach of these Conditions by a Ticket Holder may result in the cancellation of all such Ticket Holder's Tickets for any or all Matches. No failure or delay by SARES and/or SARU 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.
9. All Tickets (and the copyright inherent and implied in all Tickets issued) remain the property of SARES and/or SARU. Tickets are leased for the purpose of proving one's qualification to admission. In the event of any breach of any of these Conditions by a Ticket Holder, Tickets must, upon the request of any Authorised Person, be delivered to that Authorised Person. Such actions are without prejudice to other remedies which SARES and/or SARU may have.
10. 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.
11. All the provisions of these Conditions shall be enforceable by SARES, SARU, The British & Irish Lions, the Official Ticketing Agent and Authorised Agents.
12. Save as set out in paragraph 13 below, these Conditions will be governed by and interpreted in accordance with South African law. Any dispute arising from or in connection with these Conditions or a Ticket Holder's attendance at a Match will be submitted to the exclusive jurisdiction of the South African high court. Notwithstanding the foregoing, SARES, SARU, the Official Ticketing Agent and Authorised Agents reserve the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with South African law.
13. Notwithstanding paragraph 12 above, pursuant to Clause VII paragraph (11), where the Ticket Purchaser and/or Ticket Holder is situated in the UK or EU member state, SARES, SARU, The British & Irish Lions, the Official Ticketing Agent and Authorised Agents (at their sole option) reserve the right to enforce the following provisions interpreted in accordance with English law, in the jurisdiction of that Ticket Purchaser's or Ticket Holder's (as applicable) habitual domicile: Clause I, paragraphs (1), (2), (3), (5), (6) and (13); Clause II paragraphs (1), (2), (4), (5), (6) and (7); and Clause VII, paragraph (8) and (9). If you are resident in the UK or an EU member state and we direct the services to the country in which you are resident, you will benefit from any mandatory provisions of the law of that country and nothing in this sub-clause (2) will affect your rights as a consumer to rely on such mandatory provisions of local law.
14. These Conditions shall not affect a person's statutory rights as a consumer.

VIII. Definitions

1. When used in these Conditions, the following capitalised terms shall have the following meanings:-

“**Authorised Agents**” means SARU and all persons appointed by or on behalf of SARU in connection with the Tour (including, but not limited to, the official travel agents (details of which are listed at www.lionstour2021.co.za) official partners, official sponsors, official suppliers, official broadcasters and official licensees who are legally and contractually entitled to sell or distribute Tickets);

“**Authorised Person(s)**” means collectively all Tour management, Venue management, Police, public bodies and agencies responsible for health, safety and security in connection with the Tour or the Venue or a Match, and their respective staff, officials, representatives, officers and volunteers;

“**Conditions**” means these terms and conditions and the Venue Regulations 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;

“**Face Value**” means the specified price of the Ticket only (including South African value added tax thereon) as stated on the face of the relevant Ticket, and excludes any Handling Fee (or part thereof) or other fees or charges paid by the Ticket Purchaser in respect of that Ticket (including postage or courier charges);

“**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;

“**Handling Fee**” means the fee payable per Ticket transaction or order, charged in addition to the Face Value of the Ticket, for the processing and delivery of Tickets in that transaction or order (including South African value added tax thereon);

“**Illegal or Prohibited Item(s)**” means those items specified in Section III, of these Conditions and any other items from time to time prohibited from being brought into Venues (and Ticket Holders should check the ticketing information on <https://tickets.lionstour2021.co.za/> from time to time for details of any additional Illegal or Prohibited Items);

“**Intellectual Property Rights**” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“**Match**” means a game of rugby union forming part of the Tour, the particulars of which are clearly indicated on the Ticket;

“**Official Ticketing Agent**” means the official appointed Ticket agent of SARES, acting as agent for SARES;

“**Official Ticket Resale Scheme**” means the official online Ticket resale facility. Such scheme will be offered by SARES subject to additional terms and conditions and thereby will enable the authorised resale of Tickets in accordance with Section II, paragraph (3) of these Conditions. Ticket Purchasers should check the ticketing information on <https://tickets.lionstour2021.co.za/> in due course for further details;

“**Original Sale Price**” means the specified price of each Ticket plus any Handling Fee (or part thereof) and other charges necessary to effect the sale or trade of that Ticket (including postage or courier charges);

“**Playing Surface**” means the area within the Venue on which the Match is played, together with any adjacent areas required for the purposes of the Match;

“**Restricted Item(s)**” those any item which, in the reasonable opinion of an Authorised Person, might compromise or otherwise interfere with the enjoyment or comfort of any person at the Venue such as, without limitation, the items referred to in Section III, paragraph (4)(c) of these Conditions (and Ticket Holders should check the ticketing information on <https://tickets.lionstour2021.co.za/> from time to time for details of any further examples of items which may only be brought into a Venue at the discretion of an Authorised Person);

“**SARES**” means SA Rugby Event Services RF (Pty) Limited, Ground Floor, D Block, Black River Park, Fir Street, Observatory, Cape Town, 7925, South Africa;

“**SARU**” means South African Rugby Union of SARU House, Tygerberg Office Park, 163 Uys Krige Drive, Platteklouf, Cape Town, 8000, South Africa;

“**SARU Fan Code**” means the code issued by SARU to support rugby against racism which requires Ticket Holders to display good sportsmanship by always be respectful to players, coaches and officials, acting appropriately by not taunting or disturbing other fans’ efforts to enjoy the game, cheering in a positive manner and encourage fair play, avoiding profanity and objectionable cheers, gestures and comments that are racially offensive, support efforts to provide and promote a safe and pleasant environment, empathise with referees and coaches by trusting their judgement and integrity, recognising good effort, teamwork and sportsmanship and not interfering with the game, referee, and match officials on or off the playing field nor act in a hurtful manner towards players or officials;

“**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 in accordance with the details indicated thereon;

“**Ticket Holder**” means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser or any person to whom the Ticket was issued or transferred;

“**Ticket Purchaser**” means the individual who has purchased a Ticket or Tickets through the Tour’s official Ticket programme and/or through any Authorised Agent(s);

“**The British & Irish Lions**” means means British & Irish Lions Designated Activity Company, First Floor, Simmonscourt House, Simmonscourt Road, Ballsbridge Dublin 4;

“**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;

“**Venue Regulations**” means as defined in Section III, paragraph (1); and

“**World Rugby**” means the unincorporated association with its principal office in World Rugby House, 8-10 Pembroke Street Lower, Dublin 2, Ireland.

Revised – 28 July 2020

Revised – 17 August 2020