

Innikar Terms & Conditions

1. The following terms and conditions are relevant to any event hosted, organised or promoted by the organiser (being Jam Packed Productions and its successors in title) and may be elaborated on, added to and/or otherwise expanded by the organiser at any time and in any reasonable manner. It remains the responsibility of any individual to ascertain they are aware of and understand all current terms and conditions relevant to an event.

Event Tickets:

2. All Tickets remain the property of the organiser at all times and may reasonably be cancelled or otherwise revoked by the organiser at any time, subject to the cancellation policy below.
3. The organiser reserves the right to limit the number of available tickets for any event and/or venue, and to limit ticket sales to a maximum number of tickets per person, per credit card and/or per household, and may cancel and/or otherwise revoke any ticket/s purchased in excess of these limitations, subject to the cancellation policy below.
4. Tickets to events hosted by the organiser are sold by authorised ticketing agents and may be hosted at venues independent of the organiser. As such, any terms and conditions which may have been issued by such agents and/or venues shall apply to the sale of tickets and attendance to an event. In addition thereto, the purchaser possessor and/or bearer of an event ticket/s expressly agrees to any further terms and conditions which may be issued by the organiser in relation to an event.
5. Any ticket/s purchased from or through an unauthorised agent or other or third party shall be deemed to be invalid and the bearer of such a ticket/s shall be denied access to the event and/or venue and/or removed from the event and/or venue without a refund or other compensation. It is thus the responsibility of the purchaser to ensure ticket/s are purchased through the authorised ticketing agent stated by the promoter.
6. Tickets are not transferable and cannot be re-sold, offered for re-sale or used for advertising, competitions, promotions, or other commercial purposes without prior written authorisation being obtained from the organiser to do so. Any ticket/s found or suspected to be in contravention of these terms and conditions may be cancelled, without refund or other compensation, with immediate effect and without any communication thereof to the purchasers and/or bearer of such ticket/s.
7. Tickets may be provided in any form, being in physical and/or digital format, as expressly provided for and determined by the organiser in agreement with an authorised ticketing agent.
8. Each ticket provides the bearer thereof revocable right of entry and/or attendance to the event and/or venue specifically related to such ticket as shall be indicated on said ticket. The organiser however reserves the right to refuse entry to any holder of a ticket and/or to reasonably change and/or restrict the terms of such right of entry and/or attendance to the event and/or venue at any time and for any reasonably valid reason.

9. Unless expressly stated by the organiser, no ticket shall include any transport, parking, merchandise, food, beverages or other benefit other than the right of entry and/or attendance to a specific event in accordance with the details indicated on the said ticket.
10. The organiser, through its officials, crew, staff, contractors, agents and other entities authorised by the organiser, reserve the right to request a valid ticket to be provided for inspection at any time during the event, including but not limited to entry to the event and/or venue. Failure to provide a valid ticket to the satisfaction of the organiser upon request may result in access to the event and/or venue being denied or the related individual being removed from the event and/or venue without a refund or other compensation.
11. The purchaser and/or bearer of a ticket accepts responsibility to ensure that such ticket purchased and/or held is correct and valid.
12. The dates, times, venues, performers, line ups and other technical aspects and details of an event are subject to change by the organiser without consultation with or warning to any purchaser or bearer of related tickets to such an event. Although the organiser undertakes to take reasonable steps to ensure that any such changes are communicated to the purchaser and/or bearer of tickets related to such event/s, the purchaser and/or bearer remains responsible to ensure it is aware of any such changes and verifies the correct and current details of any event.
13. The organiser, venue, officials, crew, staff, sponsors, promoters, contractors and/or other affiliates shall not be held liable for any lost, stolen, uncollected, invalid, incorrect or damaged ticket under any circumstances.

Cancellation and Refund Policy:

14. In addition to any terms and conditions issued by the authorised ticketing agent, tickets validly purchased for a specific event may be cancelled and/or returned by the purchaser prior to any event, subject to the following conditions:
 - 14.1. that the ticket/s is valid;
 - 14.2. that the cancelled and/or returned ticket/s were purchased from an authorised ticket agent;
 - 14.3. that the cancelled and/or returned ticket/s related to a specific event;
 - 14.4. that the cancellation and/or return is completed before the date of the event for to which such ticket/s relate;
 - 14.5. that the cancellation and/or return is done by the original purchaser of the ticket/s;
 - 14.6. that all reasonably required information is provided upon cancellation and/or return; and
 - 14.7. that the original ticket/s, if physically issued, are returned.
15. Validly cancelled and/or returned tickets may be refunded, subject to a reasonable cancellation/return fee being charged by the organiser and/or its authorised ticketing agent as follows:

- 15.1. a fee of 5% of the original purchase price of the said ticket/s if cancelled for any reason, and by any party prior to the related event;
 - 15.2. no refund or other compensation shall be made after the date of the related event, unless expressly specified by the organizer.
16. The organiser, venue, officials, crew, staff, sponsors, promoters, contractors and/or other affiliates shall not be held liable for any refund, compensation or other claim where the event is cancelled due to circumstances beyond the organiser's reasonable control. The organiser may however, within its sole discretion and in accordance with its own determination, elect to partially refund any tickets or otherwise compensate ticket purchasers subject to the reasonable ability of the organiser to do so, but bears no obligation thereto.
17. The purchaser and/or bearer of an event ticket/s, through purchasing and/or bearing of such ticket/s, agrees that the aforementioned cancellation policy and subsequent fees are reasonable as contemplated in relevant legislation.

COVID-19 Prevention Policy:

18. The responsibility remains that of every individual to ensure he/she mitigates any risk of infection and/or exposure to the COVID-19 disease.
19. The event/s shall be hosted in accordance with and in compliance with all relevant legislative and regulatory requirements, guidelines and/or protocols related to the lockdown and/or state of emergency of the Republic of South Africa as issued by the relevant authorities at the time of an event.
20. All attendees, employees, staff, crew, performers and other persons at the event and/or venue, irrespective of their affiliation to the organiser, must at all times adhere to all official rules, guidelines, protocols and other measures issued in relation to the COVID-19 disease, including but not limited to social distancing, vehicle and venue capacity, the mandatory wearing of masks and/or face shields and hand sanitization.
21. The organiser reserves the right to test any person at any time during the event, including upon entry, for any symptom related to the COVID-19 disease. The organiser further reserves the right to refuse entry to the event and/or venue, or to remove from the event and/or venue, any person showing any symptoms related to, or thought to be related to the COVID-19 disease, or who had been or is suspected of having been exposed to the COVID-19 disease, or who had been or is suspected of having been in contact with a person being diagnosed with or suspected of having the COVID-19 disease, or refuses to be tested for symptoms at any time, without a refund or other compensation.
22. Although all reasonable measures will be taken by the organiser to limit the risk of infection of and exposure to the COVID-19 disease, the organiser, venue, officials, crew, staff, sponsors, promoters, contractors and/or other affiliates shall not be held liable or responsible for any infection, contact or other exposure to the COVID-19 disease by any person.

23. The organiser reserves the right to cancel or reschedule an event at any time, or to change the program, line up, venue and/or other aspect of an event, in order to mitigate any risk of exposure to the COVID-19 disease, or to comply with any legislative and/or regulatory restrictions and/or requirements and/or protocols and/or other measures currently in force or published by any relevant authority. Any such rescheduling and/or changes does not constitute the cancellation of an event, nor does it grant any obligation on the organiser to refund any ticket/s or to otherwise compensate any person.

Event Attendance:

24. No person/s under the age of 18 (eighteen) may attend the event without written consent of/accompaniment by a parent or legal guardian.

25. No children under the age of 3 (three) are allowed to attend an event.

26. Events may further be age-restricted and it is the responsibility of the ticket purchaser and/or ticket bearer to confirm any age restrictions to an event before purchasing a ticket or attending any event and/or venue. No refund shall be granted for tickets purchased and/or held in contravention of any age-restrictions.

27. All children under the age of 16 (sixteen), if permitted to attend an event, must be accompanied by an adult over the age of 18 (eighteen) at all times, unless expressly indicated otherwise by the organiser.

28. Appropriate, safe, healthy and respectful behaviour is expected of all attendees at all times. Any person thought to be behaving in a manner that is dangerous, unhealthy, disrespectful or otherwise unacceptable in the opinion of the organiser, venue, officials, crew, staff, sponsors, promoters, contractors and/or other affiliates, or who is suspected of being under the influence of alcohol and/or any other banned, illicit or illegal substance, shall be refused entry to the event and/or venue and/or shall be removed from the event and/or venue, without any refund or other compensation.

29. All attendees to an event must at all times adhere to all legislative and regulatory requirements, including but not limited to such in relation to health and safety, disaster management and/or any current lockdown protocols being in force at the time of the event.

30. The organiser reserves the right to, in its discretion and through its staff, crew, employees, agents, contractors or other affiliates:

30.1. conduct security searches of vehicles, persons, clothing, bags and all other items at any time, including but not limited to entry and exit of an event and/or venue;

30.2. confiscate items which may cause danger to or disrupt the event, or which may carry risk to the health and safety of other persons, or which may be in contravention of any other terms and conditions of the organiser and/or venue, or which may be in contravention of any legislation and/or regulation and/or official rule and/or official guideline; and/or

- 30.3. refuse admission to an event and/or venue and/or remove from the event and/or venue any person and/or vehicle within its sole discretion as organiser, including but not limited to such person and/or vehicle carrying a potential or definite risk to the health and safety of any person and/or impacting the enjoyment of the event by any person and/or disrupting the operation of the event and/or may be likely to cause damage, nuisance, injury or other risk in any manner;
- 30.4. the organiser, venue, officials, crew, staff, sponsors, promoters, contractors and/or other affiliates shall not be held liable for any damage, loss or other claim which may arise from its execution of any of the above right/s.

31. The following items are not permitted at an event:

- 31.1. weapons, tazers, and/or sharp objects, including but not limited to firearms, scissors, knives and other blades;
- 31.2. illegal or illicit drugs and/or other illegal or illicit substances as defined in any legislation and/or regulation;
- 31.3. prescription medication (unless accompanied with a valid prescription therefore);
- 31.4. alcohol;
- 31.5. tobacco and/or cannabis products, including but not limited to CBD, THC, vape and hubbly products;
- 31.6. glass containers, including bottles;
- 31.7. fireworks;
- 31.8. skateboards, scooters, roller blades, bicycles or other related equipment;
- 31.9. objects that may distract or interfere with any performer, staff member, crew member or other official, including laser pointers, strobes and flashlights;
- 31.10. flags, banners, umbrellas or other objects which may obstruct the view of other attendees at the event and/or venue;
- 31.11. whistles, horns, musical instruments, sirens, megaphones, PA-systems, vuvuzelas or other noise-making objects;
- 31.12. digital, electronic or other recording or broadcast device (not including mobile phones and/or tablets);
- 31.13. items and/or goods intended for distribution, hawking, selling, offering, exposing for sale or displaying for marketing or promotional purposes, unless express prior written authorisation therefore is obtained from the organiser;
- 31.14. animals of any kind (not including guide/assistance dogs);
- 31.15. dangerous and/or flammable goods or other items regarded by the organiser to be dangerous or capable of causing a public risk or nuisance;
- 31.16. professional photography or videography equipment (not including mobile phones and/or tablets);
- 31.17. braais, barbeques or any other heating or cooking apparatus;
- 31.18. chairs or other furniture;
- 31.19. food, beverages or other refreshments not purchased at an event and/or venue;

32. All ticket purchasers, ticket bearers and other persons attending an event agree (and give consent) to being monitored (through CCTV and other security measures), filmed, photographed and/or otherwise recorded, and that their images, names, voices and/or

other likeness may be broadcasted, displayed, distributed and/or otherwise used by the organiser, venue, officials, sponsors, promoters and/or publicity affiliates, either commercially or otherwise, without any compensation or further permission, and in perpetuity. Furthermore, all persons attending an event assign, transfer and/or otherwise waive to the organiser any rights it may have in any filmed, photographed and/or otherwise recorded material captured at an event.

Privacy and Personal Data:

- 33. The organiser is committed to protecting any personal information and data it may receive or collect in relation to an event, either directly or through its authorised ticketing agents, and undertakes to do so in compliance with the relevant privacy legislations.
- 34. The organiser may use such personal information and data for transactions, promotions, marketing and advertising, service provision, communication and/or administration purposes, through all available channels.
- 35. The ticket purchaser/s, through purchasing tickets and providing related persons information, expressly agree to the collection, use and storage of their personal information and data by the organiser, either directly or through its authorised ticketing agents.

Indemnity and Waiver:

- 36. Participation in and/or attendance to an event is done so at the risk of participants and/or attendees. The organiser, venue, officials, crew, staff, sponsors, promoters, contractors and/or other affiliates cannot be held liable for any damage, harm, loss, injury, illness, death or other claim which may arise from any negligence or other act or omission of any kind on the part of any entity, irrespective of its affiliation to the organiser, whilst attending an event or as a result of attending an event.
- 37. The ticket purchaser and/or ticket bearer agrees to indemnify and hold the organiser, venue, officials, crew, staff, sponsors, promoters, contractors and/or other affiliates harmless from any damage, loss, injury, illness, death, liability, claim or other demand, including legal costs, medical expenses, or other claims arising from an event or these terms and conditions.
- 38. The organiser waives any and all liability for any acts, omissions and conduct of any third party, including but not limited to employees, attendees, venues, officials, crew, staff, performers, sponsors, promoters, contractors and/or other affiliates related to an event. The organiser is further not responsible or liable for any products, services, actions or failure to act, delivery or failure to deliver by any venue, performer, promoter or other third party or entity outside of the scope of its reasonable responsibility and/or oversight as the organiser.
- 39. The organiser, venue, officials, crew, staff, sponsors, promoters, contractors and/or other affiliates have in no way made any guaranteed warranty or representation in relation to any aspect of an event and/or venue, including but not limited to the sound and/or performance quality, quality of food, beverages or other items sold or otherwise distributed

at the event and/or venue, the accuracy of the location of any seat, parking, standing space or other designated area relative to the stage as indicated on any plan and/or prepared layout for an event and/or venue.

40. The organiser, venue, officials, crew, staff, sponsors, promoters, contractors and/or other affiliates cannot be expected to have any control over the availability of parking at an event and/or venue, nor over the impact of traffic to or from an event and/or venue.
41. Any dispute arising herein shall be governed by the relevant South African legislation/s and/or regulations, and shall be subject to the exclusive jurisdiction of the relevant South African court/s.