

**Terms And Conditions of treadFEST, a division of
360 Degrees Production House Proprietary Limited (hereinafter “treadFEST”)
(Version effective as of [] 2017)**

Notice

- (1) Please read treadFEST’s terms of use carefully, which shall apply to all online services of treadFEST and its agents (including via www.360live.co.za/treadfest or www.360live.co.za/treadfest.mobi). If you do not accept our terms of use, you may not use our services. You should keep up-to-date with their content and read these terms of use at all times, including all amendments hereto.
- (2) treadFEST’s terms contain specific provisions to limit treadFEST’s liability, allocate risk or liability to you or constitute acknowledgement of facts by yourself. These terms have been set out in capital letters. You should pay particular attention to these terms since they limit your ability to recover losses that you may incur in connection with your participation in the treadFEST event (“Event”).
- (3) treadFEST may change the terms of use from time to time. Such changes will take effect as and when published.
- (4) Should you have any questions regarding these terms of use, please send an e-mail to treadFEST at treadfest@360live.co.za.

1 Introduction

1.1 In these terms of use:

- 1.1.1 “We”, “us” and “our” means treadFEST, a division of 360 Degrees Production House (Pty) Ltd (and, unless the context indicates otherwise, its owners, employees, contractors, suppliers, service providers, agents and affiliates) and “treadFEST” shall have corresponding meaning;
- 1.1.2 “You” means the “participant” and “visitor” of the Event and participant or visitor shall have corresponding meaning;
- 1.1.3 Hyperlinks, which are not operational, will not in any way detract from the validity and interpretation of these terms.

Part A: Events

2 General

- 2.1 You are not allowed to attend the Event without having purchased an admission ticket as set out below.



- 2.2 By purchasing the admission ticket, you have declared that you have agreed to the terms of use as set out in this document.
- 2.3 Failure to abide by these terms of use may result in being denied admission to the Event.
- 2.4 TREADFEST RESERVES THE RIGHT TO DENY ADMISSION BASED ON NON-COMPLIANCE WITH THE TERMS OF USE.
- 2.5 treadFEST reserves the right to remove any person based on non-compliance with the terms of use.

3 Conditions of Admission

- 3.1 ANYONE WHO WISHES TO ENTER THE EVENT MUST POSSESS A VALID ADMISSION TICKET AND VALID FORM OF IDENTIFICATION.
- 3.2 EACH INDIVIDUAL MUST BE IN POSSESSION OF HIS OR HER OWN EVENT ADMISSION TICKET, WHICH GRANTS 1 (ONE) PERSON ADMISSION FOR THE DURATION OF THE EVENT.
- 3.3 ALL PERSONS POSSESSING AN ADMISSION TICKET ENTER THE EVENT GROUNDS AT THEIR OWN RISK.
- 3.4 THE MINIMUM AGE FOR THE EVENT IS 18 (EIGHTEEN) YEARS AND THE MAXIMUM AGE FOR THE EVENT IS 23 (TWENTY-THREE) YEARS.
- 3.5 Faking or forging the admission tickets is subject to criminal prosecution.
- 3.6 Once purchased, the Event admission ticket will not be replaced or refunded.
- 3.7 No ticket holder will be allowed onto the Event grounds or site without having been registered and accredited by treadFEST.
- 3.8 treadFEST reserves the right to verify the identity of the ticket holders upon entering the Event grounds or site. Persons who do not possess a valid proof of identity will be denied admission to Event grounds or site, without a refund of the entrance fee. VALID PROOF OF IDENTITY ARE: A VALID ID, PASSPORT OR DRIVER'S LICENSE. A temporary identification will only be accepted, if you have a valid affidavit to accompany it.
- 3.9 YOU CONSENT TO BE SEARCHED and/or patted down by same sex security personnel in order to intercept Banned Objects (set out hereunder) before being allowed admission to the Event and on the Event grounds or site.
- 3.10 All cars, bags, luggage, camping equipment and clothing will be inspected in order to intercept Banned Objects before being allowed onto the Event grounds or site;
- 3.11 If any Banned Objects are found, the security personnel will be entitled to confiscate the object and to refuse the person in whose possession such Banned Objects were found, admission to the Event.
- 3.12 Admission to the Event grounds or site is prohibited (without entitlement to a refund of the entrance fee) if you are found, in the opinion of treadFEST (the following list is non-exhaustive):
 - 3.12.1 to be under the influence of drugs;
 - 3.12.2 in the possession of or deals in drugs;



- 3.12.3 previously refused admission to other events by treadFEST or other authorities;
 - 3.12.4 to display behaviour which manifestly hints at an intention to disturb the peace or to provoke, by inciting to violence, hate, rage, etc.;
 - 3.12.5 acting in a manner which puts the lives, health or safety of other visitors at risk;
 - 3.12.6 in the possession of Banned Objects (set out hereunder);
 - 3.12.7 to refuse to be searched/patted down by security personnel; and
 - 3.12.8 to refuse or fails to abide by these terms of use.
- 3.13 Inspection at the Event registration area will be in accordance with the applicable laws and is aimed at finding weapons or hazardous objects which, if brought on the Event grounds or site, may put the proper course of the Event at risk or otherwise endanger the lives, health or safety of other persons at the Event.
- 3.14 THE FOLLOWING SHALL CONSTITUTE BANNED OBJECTS, WHICH LIST IS NOT EXCLUSIVE AND MAY FROM TIME TO TIME BE SUPPLEMENTED BY TREADFEST:
- 3.14.1 ALCOHOL, OTHER THAN ALCOHOL PURCHASED AT THE EVENT;
 - 3.14.2 ANY ILLEGAL SUBSTANCES;
 - 3.14.3 DRUGS OR OTHER MIND-ENHANCING SUBSTANCES;
 - 3.14.4 PROJECTILES OR EXPLOSIVES IN SOLID, LIQUID OR GAS FORM;
 - 3.14.5 FLAMMABLE PRODUCTS OR MATERIALS & AEROSOL CANS;
 - 3.14.6 ANIMALS (EXCEPT GUIDE DOGS);
 - 3.14.7 FIREWORKS;
 - 3.14.8 ALL WEAPONS AND OTHER POTENTIAL HAZARDOUS OR SHARP OBJECTS;
 - 3.14.9 FIRES / SKOTTLES / GAS;
 - 3.14.10 GLASS;
 - 3.14.11 professional photography equipment, unless prior consent is given by treadFEST (this includes zoom lenses);
 - 3.14.12 banners or other objects with discriminatory and/or provocative texts and/or expressions that may be used to disturb the peace, put the safety of the other visitors at risk, and/or damage goods and injure people;
 - 3.14.13 drones.
- 3.15 Participants of the Event are prohibited from performing the following conduct, whilst on the Event grounds or site:
- 3.15.1 climbing on tents, constructions, fences, light bridges, benches, or any other structures on the grounds or site;
 - 3.15.2 swimming after dark;
 - 3.15.3 blocking entrances, exits and emergency exits;
 - 3.15.4 disguising themselves in order to make themselves unrecognisable with the intention to disturb the peace or put the safety of the other visitors at risk;
 - 3.15.5 selling food, drinks or other products without the express permission of treadFEST;
 - 3.15.6 throwing or shooting objects in solid, liquid or gas form;



- 3.15.7 smoking where smoking is banned;
- 3.15.8 urinating or performing any other ablutions in public other than in designated areas;
- 3.15.9 parking a vehicle without an official parking sticker issued by treadFEST ;
- 3.15.10 MAKING FIRES;
- 3.15.11 wearing texts, symbols, objects, clothes and/or other (visible) external expressions explicitly representing a political, social movement or group, which are deemed inappropriate in the opinion of treadFEST;
- 3.15.12 performing any action or inaction that hints at discrimination, incitement, or racism;
- 3.15.13 engaging in ambush marketing and brand hijacking;
- 3.15.14 Any other conduct which in the opinion of treadFEST is prohibited;

4 Health and Safety

- 4.1 TO ENSURE THE PUBLIC ORDER AND SAFETY DURING THE EVENT, ALL THOSE PRESENT AT THE EVENT GROUNDS OR SITE ARE OBLIGED TO OBEY THE INSTRUCTIONS AND DIRECTIONS GIVEN BY TREADFEST OR THE PERSON DESIGNATED TO GIVE INSTRUCTIONS OR DIRECTIONS ON THE EVENT GROUNDS AND/OR CAMPING SITE AT ALL TIMES.
- 4.2 For safety reasons treadFEST reserves the right:
 - 4.2.1 to interrupt or discontinue the Event;
 - 4.2.2 to prevent visitors at the Event grounds from leaving the Event grounds until further notice;
 - 4.2.3 to ask visitors to leave the Event grounds;
 - 4.2.4 to refuse visitors admission to the Event grounds, even if they possess a valid admission ticket.
- 4.3 All directions and instructions given by the security personnel must be obeyed immediately. If the possession of Banned Objects or dangerous weapons is suspected, security personnel will be entitled to make a search. Refusal to submit to a search may result in being expelled from the Event.
- 4.4 The Event grounds are a conservation area. Therefore visitors of the Event are consequently obliged to help keep the Event grounds clean, among other things by using the rubbish bins on the Event grounds, camping sites and on the parking lots.
- 4.5 The distribution of flyers or putting up posters in or outside the Event grounds during or before the Event is prohibited.
- 4.6 If a visitor is prescribed certain drugs for health reasons, he/she must present a valid medical certificate before being allowed to bring the specific drugs on the Event grounds.

5 Change in Programme



5.1 treadFEST may find itself forced to change or alter the Event programme. In this event the admission ticket will remain valid but no entrance fee will be refunded or exchanged.

6 Film and Photography

6.1 By entering the Event grounds all visitors automatically consent to being photographed and/or filmed and to the resulting digital images being used or broadcast by treadFEST. treadFEST and its commercial and media partners may use these digital images or video footage for promotional and/or commercial purposes related to treadFEST.

6.2 If a visitor objects to his/her personal data being used for promotional and commercial purposes, he/she may submit, at no cost, a written request to treadFEST to cease such usage.

6.3 Visitors are not allowed to use pictures taken and/or films made by them at the Event grounds for commercial or publicity purposes without the prior written permission of treadFEST.

7 Intellectual Property of Event

7.1 All "Intellectual Property" in respect of treadFEST and the Event is owned by treadFEST, which includes all and any of the rights in and to (without limitation) the rights in and to domain names, websites, all social media pages, trade-marks, service marks, trade names, logos, recipes, patents, production methods, inventions (whether patentable or not), presentations, training manuals, flow-diagrams, schematics, plans, diagrams, wire-frames, screen shots, know-how (including confidential industrial and commercial information and techniques in any form), utility models, registered and unregistered design rights, copyright, semi-conductor topography rights, database rights, source code rights in respect of any new or existing compilation of any data or information not covered under any existing copyright, any structured analysis, reports, application and any resulting know-how, use or any other results originating or following from or as a consequence of data being made available in respect of any of the aforementioned or part thereof, and all similar proprietary rights which may subsist in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations.

7.2 Any person/s found using the 'Intellectual Property' of treadFEST, alternatively bringing the Event or treadFEST name or Intellectual Property into disrepute, disparaging the treadFEST or the Event, damaging the goodwill of treadFEST or the Event, being prejudicial to the image and/or reputation of treadFEST or the Event will be denied admission to the Event and be removed from the Event grounds. In addition, treadFEST will deny such person/s admission to the Event for the following 5 (five) years and/or with a permanent lifetime ban.

Part B: Ticket Purchasing Terms

8 General



- 8.1 All ticket prices for events that occur in the Republic of South Africa are stated in South African Rand (ZAR). If you are making use of our service from outside South Africa you are solely liable for any currency conversion costs, exchange rate fluctuations and international bank fees that may be charged by your bank or financial services provider in addition to the advertised price of the ticket.
- 8.2 treadFEST is the organiser of the Event and utilises the services of an agent for the sale and distribution of tickets for the Event, being Nutickets. Nutickets sells tickets to you and collects payment from you on behalf of treadFEST. Each ticket that you purchase from Nutickets is subject to these terms of use as well as any other applicable terms and conditions imposed by Nutickets, including any terms applicable to the Event. Such event terms may be set herein including set out on the relevant ticket or may otherwise be made available to you on treadFEST's computer systems. Each ticket that you purchase from Nutickets is intended to be a revocable license to attend the Event to which the ticket pertains only and will not enable you to attend any other event.
- 8.3 These terms of use apply only to the processes described herein. Your rights under the ticket issued to you are enforceable against treadFEST only and are regulated by the event terms. It is your responsibility to familiarize yourself with the relevant event terms before submitting a booking request.

9 Booking Process

- 9.1 To book tickets with treadFEST, you will be required to complete the prescribed booking form. You must be over the age of 18 (eighteen) but under the age of 23 (twenty-three) and able to conclude binding contracts to submit a booking to treadFEST us. If you do not comply with the aforesaid you may not submit any booking for tickets via treadFEST's computer systems. treadFEST may require you to provide it with suitable documents proving your age and/or the consent of your parents or legal guardian prior to accepting any booking from you (should you be under the age of 18 (eighteen) at the time you book, but will attain the age of 18 (eighteen) prior to the Event).
- 9.2 You may submit booking requests for tickets to Nutickets by completing the automated booking process and submitting your payment information to Nutickets in the prescribed manner. The booking process will provide you with an opportunity to review the entire transaction, to correct any mistakes and to withdraw from the transaction before finally submitting your booking request. Please make sure that the booking details are correct before submitting the booking request, since it is unlikely that any mistake you make can be rectified later. treadFEST may limit your booking to a specified number of persons to discourage unfair booking practices.
- 9.3 Once submitted, your booking request will constitute an offer on the terms and conditions contained in these terms of use and the event terms that is open for acceptance by treadFEST to conclude a binding agreement with you. It is your responsibility to review such event terms



before making a booking. Following receipt of your booking request, we will send you a confirmation notice confirming acceptance or rejection of your booking request containing the relevant booking number.

- 9.4 A legally binding contract will be formed between treadFEST and yourself upon the earlier of (i) treadFEST sending of such a confirmation notice confirming its acceptance of your booking, or (ii) treadFEST's delivery of the tickets ordered in accordance with these terms. treadFEST reserves the right not to accept or process your booking request and treadFEST will notify you if this is the case. In particular, treadFEST may refuse to sell you tickets to events for which you do not meet the specified qualification criteria, including if you do not comply with the minimum or maximum age for the particular event stipulated or if the number of persons in your booking exceeds any applicable limit specified for the relevant event.
- 9.5 Please note that while treadFEST will try to send to you a confirmation notice for every valid booking request we receive from you, treadFEST cannot guarantee that such confirmation notice will be received by you, nor that, if they are received by you, that they will be legible and uncorrupted. Your failure to receive such confirmation notice will not affect the validity of the agreement concluded between us in respect of a booking.
- 9.6 If you do not receive a confirmation notice after submitting your payment information, or if you experience an error message or service interruption after submitting your payment information, you should confirm with treadFEST whether or not your order has been received and processed. Only you may be aware of any problems that may have occurred during the booking process. TREADFEST WILL NOT BE LIABLE FOR ANY LOSSES YOU MAY INCUR IF YOU ASSUME THAT A BOOKING WAS NOT PROCESSED BECAUSE YOU FAILED TO RECEIVE OUR CONFIRMATION NOTICE.
- 9.7 The information you have submitted with your booking request will be processed as you have provided it. If you realise that an error has been made or that you need to make a change to such information, you should contact treadFEST immediately.
- 9.8 These terms of use shall override any contrary terms or conditions incorporated by you in your order and any such conflicting terms or conditions will not form part of any agreement concluded between us in respect of the booking of tickets.
- 9.9 treadFEST will retain records of ticket purchases made by you and you will be able to access outstanding booking requests with treadFEST at <https://www.360live/treadfest.co.za>. Such records may be archived at any time as from 6 (six) months after your purchase and will then become inaccessible to you. For information on archived records you can call our Customer Care Centre.
- 9.10 If any problems arise in respect of delivery or the handling of your ticket purchases please contact treadFEST's Customer Care Centre on +27 11 880 2199 or +27 11 782 1663.

10 Description and Pricing



- 10.1 The details of the Events (including the details of the relevant venue and accommodation arrangements) for which tickets are offered will be as described on treadFEST's website at www.360live.co.za/treadfest. Such descriptions are provided to Nutickets by treadFEST.
- 10.2 The supply of tickets offered to you depends upon the availability thereof. treadFEST may without prior notice change the price, change or discontinue the availability or change the description of venues, accommodation arrangements or events for which tickets are made available. Special promotions may be subject to certain additional terms and conditions.
- 10.3 Unless otherwise stated, all ticket prices displayed are in South African Rand. All prices indicated as applying to tickets will be exclusive of delivery fees which will be separately charged to you in respect of all deliveries in accordance with the specified rates. In the event of a cancellation, exchange or replacement of tickets at your request a stipulated handling fee and/or a cancellation fee may also apply.
- 10.4 All prices indicated as applying to tickets will be inclusive of VAT but exclusive of any other taxes and duties, which, unless otherwise indicated, will be charged separately if applicable.

11 Payment

- 11.1 You will be required to provide the necessary payment account details (such as credit card details) when submitting your booking request. By submitting a booking request to treadFEST, you authorise treadFEST or its agent to debit your designated account with the relevant amounts due for the tickets ordered. Such authorization will allow treadFEST to obtain payment at any time after our confirmation of your booking. treadFEST will not be obliged to issue any tickets to you prior to receiving full payment of the full agreed amount payable in respect of such tickets. Should treadFEST be unable to duly effect such payment for any reason your booking may be cancelled and your tickets may be resold to another customer without further notice. You warrant that you are duly authorised to make payments from the account designated by you. You also authorise treadFEST to pay all amounts to be refunded to you into such account.

12 Ticket Collection and Delivery

- 12.1 The following options are available based on your selection at the time of check out, you can:
 - 12.1.1 Download an electronic ticket or reference number;
 - 12.1.2 Print your ticket at home.
- 12.2 You will be provided with electronic tickets containing unique identification numbers, barcodes and/or access codes. You are responsible for keeping such identification numbers, barcodes and/or access codes secure since such identification numbers, barcodes and/or access codes will enable the first user thereof to access to the relevant event and only a single use thereof will be permitted.
- 12.3 You may sometimes elect to have your tickets delivered to you at a specified delivery address. Such delivery will generally be done by courier. Any such delivery will be subject to the courier's



delivery terms ("Courier Terms") available at <http://nightwingcourriers.com>. YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU APPOINT THE COURIER ON SUCH COURIER TERMS WHEN YOU ELECT TO HAVE THE TICKETS DELIVERED TO YOU. You will be required to pay the delivery fees charged by such courier for delivery of the tickets and such fees are not refundable under any circumstances.

- 12.4 The courier will only deliver tickets within certain designated areas. If your specified delivery address does not fall within these areas, the courier will not be able to deliver the applicable tickets to you. If your specified delivery address is within the designated delivery areas, treadFEST will endeavour to have your tickets delivered to you within a reasonable time of your booking, but treadFEST will require at least 4 (four) working days (Mondays to Fridays excluding public holidays) from the date of purchase. Unless otherwise agreed, delivery will be made during business hours on working days (Monday to Friday 08h00 to 17h00) only, and may be arranged with you in advance.
- 12.5 Upon delivery of tickets, you or any person accepting delivery on your behalf will be required to present the courier with your credit card for an imprint to be made and to sign a copy of the delivery note showing the items delivered, the delivery fees, VAT and the amount already paid and any amount still payable in respect of such tickets. treadFEST is entitled to assume that anyone other than yourself who receives delivery of the tickets at the specified delivery address is authorised to accept delivery on your behalf.
- 12.6 Additional delivery fees may be charged for failed deliveries to the specified delivery address if nobody is present to accept delivery at a prearranged time.

13 Ticket Resales

- 13.1 Reselling of tickets purchased from treadFEST is strictly prohibited. Any resale of tickets purchased from treadFEST (or attempt) will entitle treadFEST to cancel such tickets and to resell them to our other customers. No ticket purchased from treadFEST may be used for advertising, promotion or competition purposes unless formal written authorization has been obtained from treadFEST, provided that even if such consent is obtained, you may not use treadFEST's trademarks unless expressly authorised by treadFEST.

14 Lost, Stolen and Destroyed Tickets

- 14.1 Only the first person using a ticket or, in the case of an electronic ticket, using the unique identification numbers, barcodes and/or access codes provided with such electronic ticket, will be permitted access to the event. Risk for loss and damage to the tickets shall pass to you upon your receipt thereof. Tickets that have been lost, stolen or destroyed will not be refunded or replaced for any reason.

15 Cancellations, Refunds and Exchanges



- 15.1 You may not cancel any booking once purchased. Extraordinary circumstances such as the death of the Participant or in the Participant's family will warrant consideration of cancellation and refund, for which proof will be required.
- 15.1.1 Notwithstanding the aforesaid, if you can provide treadFEST with suitable documentary proof that a person in whose name a ticket was booked will not be able to attend the event because of his/her death and/or hospitalisation, no cancellation fee will apply in respect of the cancellation of such person's ticket.
- 15.2 treadFEST may refuse admission to the Event, alter the program or accommodation arrangements for the Events, or even postpone or cancel the Event in certain circumstances. In such case, treadFEST may offer a refund or exchange of tickets for which you may be required to follow certain procedures specified by treadFEST. No refund will apply if you are refused admission to the Event because you are younger than the minimum age or older than the maximum age for attendance as specified or you otherwise fail to qualify for attendance. Should the Event be cancelled or postponed, we will provide a notice on our website at www.360live.co.za/treadfest or contact you to inform you of the relevant refund or exchange procedures for the Event. You may also contact our Customer Care Centre on +27 11 880 2199 for instructions. In order to receive any refund or an exchange that is offered, you will have to comply with treadFEST's instructions and deadlines.
- 15.3 If a refund is issued hereunder, it will be issued using the same method of payment that was used to purchase the tickets. If a credit card was used to make the refunded purchase, then only that actual credit card will receive the credit for the refund.

16 Security

- 16.1 treadFEST will try to ensure that sensitive payment information (such as your credit card details) provided to treadFEST or Nutickets are suitably protected. For such purposes we will implement reasonable security measures which may include cryptographic techniques to protect such information. HOWEVER, TREADFEST DOES NOT GUARANTEE THE ABSOLUTE SECURITY OF ANY INFORMATION YOU TRANSMIT TO TREADFEST OR THAT IS TRANSMITTED TO YOU OR ANY OTHER PERSON.
- 16.2 Attendance at the Event may be hazardous to the health or safety of the attendees or their property. YOU ATTEND THE EVENT AT YOUR OWN RISK.
- 16.3 You furthermore undertake that you will sign and complete an indemnity form (as prescribed by treadFEST) which shall be duly and completed (for each participant to the Event) prior to the Event or prior to being granted access into the Event. A copy of such indemnity as prescribed by treadFEST can be viewed at www.360live.co.za/treadfest.

17 Use of Your Personal Information



- 17.1 treadFEST and our commercial partners may use your personal data for the purposes of executing transactions concluded with you, for billing purposes or in order to serve relevant advertising to you. treadFEST and its affiliates, may send you information, special offers and advertising by email, through SMS, within our regular newsletters, through once-off promotional offers or by telephone.
- 17.2 treadFEST may also make available your personal information to its affiliates (who may be located outside South Africa) in order to enable them to offer goods and services to you that they think will interest you. By using treadFEST's services and by submitting your personal details, you consent to this transfer and to receive direct marketing material from treadFEST and/or its affiliates.
- 17.3 treadFEST may receive information about you from reliable third parties and add it to its database. treadFEST shall ensure that such third parties operate a similar policy to treadFEST in relation to your privacy. When we receive such information, we shall use it to improve the personalisation of treadFEST's service.
- 17.4 If you do not want to receive the information as set out in clause 17.2 above then please send an e-mail to treadFEST at treadfest@360live.co.za or contact our Customer Care Centre on +27 11 782 1663.

18 Warranties and Liability

- 18.1 ALTHOUGH WE TRY TO ENSURE THAT THE PARTICULARS OF THE EVENTS THAT APPEAR ON OUR COMPUTER SYSTEMS ARE DISPLAYED AND DESCRIBED COMPLETELY AND ACCURATELY, WE DO NOT WARRANT SAME AND DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ANY LIABILITY ARISING FROM ANY OMISSIONS AND INACCURACIES PERTAINING TO SUCH DISPLAY AND DESCRIPTION SAVE TO THE EXTENT THAT SUCH LIABILITY IS CAUSED BY OUR GROSS NEGLIGENCE OR FRAUD.
- 18.2 WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OF ANY KIND WHATSOEVER ARISING IN CONNECTION WITH ANY BOOKING (WHETHER IN CONTRACT, STATUTE OR DELICT, INCLUDING FOR NEGLIGENCE), SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY LAW.
- 18.3 IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH ANY BOOKING EXCEED THE TICKET PRICE ACTUALLY RECEIVED FROM YOU IN RESPECT OF SUCH BOOKING, IRRESPECTIVE OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, STATUTE OR DELICT, INCLUDING FOR NEGLIGENCE), SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY LAW.

Part C: General Conditions of Ticketing website Use



- 19.1 You are solely responsible for any and all fees that may apply to your communications with treadFEST's computer systems.
- 19.2 You may not access or use treadFEST's computer systems for any purpose other than for utilizing the services offered via such systems in the normal manner. You may not access treadFEST's computer systems for the purposes of redistributing or otherwise using any of our content for your own business purposes unless you are expressly licensed thereto by treadFEST in writing. You may not use your access to treadFEST's computer systems in a manner that would bring treadFEST, its business and/or any of treadFEST's affiliates into disrepute. Furthermore, you may not access treadFEST's computer systems for unlawful purposes or use it in a manner which infringes treadFEST's rights or the rights of any other person or restricts or inhibits the use of or enjoyment of our computer systems by any other person. In this regard, you must comply with the laws, regulations and codes of conduct applicable to your use of treadFEST's computer systems. You may not post or transfer any material to treadFEST's computer systems that is unlawful or violates any third party's rights or which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of treadFEST or any other parties' computer system. treadFEST may delete any material you have submitted to treadFEST's computer systems and/or suspend your access to any part of treadFEST's computer systems at any time without notice.
- 19.3 treadFEST does not usually monitor, edit, control or filter the content submitted to treadFEST's computer systems by our users. Such content, including as may be found in blogs, forums, chat groups, comment sections and bulletin boards, do not represent treadFEST's views and treadFEST has not authorized or endorsed such content. Such content should also not be viewed as professional advice of any kind, be it medical, legal, financial or otherwise. Please notify treadFEST's Customer Care Centre if you have a complaint about the activities of or content submitted by a user of treadFEST's computerised services.
- 19.4 treadFEST does not distribute or endorse any products, services or events posted, promoted and/or listed on treadFEST's computer systems or made available via our services and treadFEST's display of such products, services or events should not be construed as any form of endorsement thereof. All arrangements regarding such products, services and events are to be made directly with the supplier thereof.
- 19.5 Notwithstanding that treadFEST's computer systems may enable access to third party systems and that some third party systems may contain enable access to treadFEST's computer systems treadFEST does not control, endorse or approve the activities or content made available via any such third party systems. Please contact the relevant system proprietor if you have a complaint about the activities or content made available via a third party system.
- 19.6 Proprietary rights (including without limitation, the trade marks, copyright and patent rights) in treadFEST's computer systems and the content thereof belong to treadFEST and treadFEST's licensors, including in the compilations, collective works and derivative works created incorporating the content of our users. The individual content you may submit to treadFEST's



computer systems will remain your property, but you grant us an irrevocable, perpetual, worldwide, transferable, sub-licensable and royalty-free license to use such content free from any restriction and on the basis as if treadFEST is the owner thereof, including by modifying, reproducing, compiling, publishing, publicly performing, distributing, broadcasting and promoting it.

- 19.7 THE DOWNLOADING AND USE OF DATA FROM TREADFEST OR ITS AGENT'S COMPUTER SYSTEMS IS DONE AT YOUR SOLE RISK AND DISCRETION. YOU SHOULD INDEPENDENTLY VERIFY THE COMPLETENESS AND RELIABILITY OF INFORMATION OBTAINED FROM TREADFEST'S COMPUTER SYSTEMS. ALSO BE AWARE THAT VIRUSES OR CODE WHICH MAY HAVE A HARMFUL EFFECT ON YOUR COMPUTER SYSTEM COULD BE TRANSMITTED TO YOU. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUITABLE PROTECTION MECHANISMS TO PREVENT SUCH HARM FROM OCCURRING.
- 19.8 ACCESS TO TREADFEST'S COMPUTER SYSTEMS AND SERVICES IS PROVIDED TO YOU FREE OF CHARGE. RELIANCE ON AND USE OF TREADFEST'S COMPUTER SYSTEMS, CONTENT AND SERVICES ARE THEREFORE AT YOUR OWN RISK. IN NO EVENT WILL TREADFEST BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE ARISING IN CONNECTION WITH YOUR RELIANCE ON OR USE OF TREADFEST'S COMPUTER SYSTEMS OR THE CONTENT OR SERVICES PROVIDED, SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY APPLICABLE LAW OR THE CONTRARY IS EXPRESSLY STATED.
- 19.9 treadFEST reserves the right, without notice and in treadFEST's sole and absolute discretion, to make changes to any parts of treadFEST's computer systems. We specifically reserve the right at any time to change or discontinue without notice, any aspect and/or feature of treadFEST's services.
- 19.10 treadFEST also reserves the right, without notice and in treadFEST's sole and absolute discretion, to make changes to these terms of use. It is your responsibility to review treadFEST's terms of use on each occasion prior to making use of treadFEST's services. If you continue to use treadFEST's computer systems and services after treadFEST's amended terms of use has been published, it will constitute a deemed acceptance of such amended terms of use.
- 19.11 You will be required to choose a user name and a password when registering with treadFEST or using some of treadFEST's services. You are responsible for keeping your user name and password secret. You will be required to enter your username and password every time you want to use one of treadFEST's services. YOU ACCEPT THAT YOU WILL BE PERSONALLY LIABLE FOR ALL TRANSACTIONS CONCLUDED ON YOUR ACCOUNT.
- 19.12 treadFEST is committed to protecting your privacy. treadFEST will collate the information which you give to treadFEST to provide you with services and personalize your use treadFEST's services. treadFEST may also use such information to inform you about changes in the services treadFEST offers and/or about features treadFEST thinks you would find of interest. treadFEST may also permit the affiliated entities in its company group to inform you about products or



services they offer that might interest you. By giving treadFEST information, you consent to treadFEST's use of it for these purposes and for the purposes outlined in treadFEST's [] Policy, including for the purpose of processing your orders and instructions. For further information regarding treadFEST's treatment of your personal information, you are referred to treadFEST's [] Policy at [].

19.13 treadFEST has to protect its business and secure its computer systems. Consequently, you should note that treadFEST may monitor and keep records of any communication that you may send to or receive from treadFEST's computer systems and treadFEST may use, publish and disclose such communications for any lawful purpose. This may include treadFEST's filtering of incoming and outgoing electronic data messages to identify, limit and/or prevent the transmission of unlawful or otherwise undesirable material or content.

Part D: General and Complaints

20. General Information

For your convenience, we have listed below some general information about treadFEST:

- 20.1 treadFEST is a private company incorporated in accordance with the laws of the Republic of South Africa with registration number 2005/005187/07.
- 20.2 treadFEST's CEO is Megan Willson and details of our Board of Directors are available at www.360degrees.co.za
- 20.3 treadFEST's postal address is 249 Barry Hertzog Drive, Emmerentia 2195.
- 20.4 treadFEST's address of establishment is at 249 Barry Hertzog Drive, Emmerentia 2195, South Africa and we will accept service of all legal documents there.
- 20.5 treadFEST's telephone and facsimile numbers are Tel: +27 11 782 1663, Fax: +27 011 782 2024.
- 20.6 treadFEST's website is located at www.360live.co.za/treadfest.co.za
- 20.7 treadFEST's e-mail address is treadfest@360live.co.za.
- 20.8 treadFEST's VAT number is 4500218658.
- 20.9 treadFEST are members of the following professional bodies: [].
- 20.10 Our agent utilised for the sale and distribution of tickets and other information pertaining to the Event can be found at the following address: nutickets.co.za.
- 20.11 treadFEST's webmaster can be contacted at Robin@robotto.com.

21 Complaints

treadFEST aims to provide you with quality services. If, however, you feel that you have cause to complain, you can email the same to treadfest@360live.co.za or call our Customer Care Centre on +27 11 880 2199 on Monday to Friday 08h00 to 17h00. treadFEST will try to do its best to resolve any problems that arise. treadFEST requires that you provide it with the following information as part of your complaint:



- 21.1 Your full names, physical address, telephone number and email address;
 - 21.2 The location and description of the service feature or transaction which is the cause of your complaint;
 - 21.3 The problem with the service or transaction or rights that you allege to be infringed by such feature or component;
 - 21.4 The actions you would like treadFEST to take to remedy the problem;
 - 21.5 A statement confirming that you are making the complaint in good faith;
 - 21.6 A statement confirming that the information you are providing to treadFEST is to the best of your knowledge true and correct;
 - 21.7 Please incorporate your signature into the complaint.
- 22 Use of treadFEST or its agent's computer systems and services are subject to the laws of the Republic of South Africa, and subject to the jurisdiction of any South African Magistrate's Court of competent jurisdiction in respect of your person to adjudicate on any dispute arising from or in connection with these terms of use notwithstanding that the amount in dispute may exceed such court's jurisdiction, and you consent thereto. You agree to accept service of legal process at the addresses you may provide to us.
- 23 These terms of use and the terms incorporated herein by reference and the relevant terms implied herein by applicable law constitute the entire agreement between you and treadFEST with respect to your use of our computer systems, the services offered and any products and services acquired through treadFEST's computerised services. These terms of use shall override any contrary terms or conditions incorporated by you in your communications with treadFEST and any such conflicting terms or conditions will not form part of the agreement concluded between us.
- 24 treadFEST's failure to enforce any provision of this agreement strictly will not be construed as a waiver of any provision or right. In the event that a portion of this agreement is held unenforceable or invalid by any competent authority, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in force and effect to the fullest extent permitted by the law.
- 25 You may not subcontract, cede, delegate, transfer or assign any of your rights, obligations or duties hereunder to any other person without treadFEST's prior written consent. treadFEST may cede, delegate, transfer and assign our rights, obligations and duties hereunder to any other person without notice to yourself.
- 26 TREADFEST WILL BE EXCUSED FROM A FAILURE TO PERFORM OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS HEREUNDER IF AND TO THE EXTENT THAT CIRCUMSTANCES OUTSIDE OUR REASONABLE CONTROL PREVENT OR DELAY SUCH PERFORMANCE.

