

Summerview Properties (PTY) Ltd: Event Ticket Purchase Policy

1. INTRODUCTION

1.1. Summerview Properties (PTY) Ltd (“Summerview”, “we”, “us”, “our”) is a company registered in South Africa under company number 2020/449094/07, with registered offices at 135 General Hertzog Road, Three Rivers, Vereeniging, Gauteng, 1939.

1.2. We operate an online Events and Venue hire platform where you can purchase primary tickets and other items and services related to events, as described in clause (1.7) below. The term “Ticket(s)” as used herein means primary event tickets, i.e. tickets allocated to us directly by Event Partners (as defined in clause 1.7 below) for sale by us.

1.3. This Ticket Purchase Policy sets out the terms and conditions applicable to purchases from us of Tickets and other items and services we sell in connection with events.

1.4. If you are purchasing or wish to buy Tickets for wheelchair or disabled access (referred to herein as “Accessible Tickets”) through us, please get in touch with us at www.tipsyhammock.co.za (and please note that further terms may apply to Accessible Tickets in addition to this Purchase Policy).

1.5. If you purchase online, this Ticket Purchase Policy also incorporates our website Terms of Use regarding such purchases.

1.6. This Ticket Purchase Policy does not apply to purchases or sales of secondary tickets, which means primary tickets that have been purchased from us but are being on-sold by the original buyer (i.e., they are not being sold by us) via third-party distribution points, in breach of this Purchase Policy.

1.7. We sell Tickets and associated products and services in conjunction with event organisers, promoters, venues, producers, artists/performers, agents, teams, record labels, and other persons involved in the organisation of events, collectively referred to herein as “Event Partners.” Please note that we are not always responsible for organising or delivering the events and associated products and services. The Event Partners may have terms and conditions you must accept as part of the purchase process.

1.8. We sell Tickets as and when they are allocated to us by Event Partners and their instructions. The number and type of Tickets earmarked for sale by us vary on an event-by-event basis.

1.9. We sell Tickets from several distribution points, including online (desktop, mobile website). All of our distribution points access the same ticketing system and inventory. Therefore, Tickets for popular events may sell out quickly. Additional Tickets for sold-out events may become available before the relevant event.

1.10. In this Purchase Policy, we refer to any products and services offered for sale by us as “Items”. Unless expressly stated otherwise, any reference to “Ticket(s)” includes all ticket types.

1.11. Please note that you are entitled to cancel your purchase of and return your (i) Tickets at any time before the scheduled date of an event (in respect of which the Tickets apply) on the terms and conditions provided in clause eight below by contacting us www.tipsyhammock.co.za and arranging such cancellation and return, subject to the further terms and conditions as set out in clauses 7 of this Purchase Policy.

1.13. Important Notice: This Ticket Purchase Policy applies to any purchasers, including consumers, for purposes of the Consumer Protection Act, 2008 (the “CPA”). This Ticket Purchase Policy contains provisions, the most important of which are highlighted similarly to this clause 1.13, and which -

1.13.1. may limit the risk or liability of Summerview or a third party and

1.13.2. may create risk or liability for the purchaser and

1.13.3. may compel the purchaser to indemnify Summerview or a third party and

1.13.4. serve as an acknowledgement by the purchaser of a fact.

1.14. You are drawn to these provisions because they are essential and should be carefully noted.

Suppose there is any provision in this Ticket Purchase Policy that you do not understand. In that case, you are responsible for asking Summerview to explain it to you before you accept it by purchasing Items. Nothing in this Ticket Purchase Policy is intended or must be understood as restricting, limiting, or avoiding any right or obligation, as the case may be, created for either you or Summerview in terms of the CPA.

2. LEGALLY BINDING CONTRACT

2.1. To purchase from us, you must be at least 18 years old and have the legal capacity to enter into legally binding contracts. If you are buying online, you must have a valid credit or debit card issued in your name. Suppose your parent or legal guardian supervises you and gives their consent. In that

case, he/she agrees to be bound to this Ticket Purchase Policy and liable and responsible for you and all your obligations under this Purchase Policy.

2.2. Any purchase from us forms a legally binding contract that is subject to (i) this Purchase Policy; (ii) any special terms and conditions stated to apply to an Item and event; (iii) other terms and conditions of the Event Partner(s) and event; and (iv) any venue terms and conditions (including conditions of entry). By purchasing from us, you warrant that you have read and understood the terms of this Purchase Policy. To the extent that you do not understand any of the terms of this Purchase Policy, you must request clarity from a representative of Summerview or obtain your legal advice.

2.3. By purchasing one or more Items from us, you acknowledge that you have read, understood, and agreed to be bound by the terms and conditions of this Purchase Policy. If you do not agree with this Ticket Purchase Policy or any other applicable terms and conditions, as stated in clause 2.2 above, or if you cannot comply with any of them, you must not purchase any Items.

2.4. We reserve the right occasionally to make changes to this Purchase Policy. Where we make any such changes, we shall post the updated version of this Ticket Purchase Policy on our website at www.tipsyhammock.co.za. Therefore, we recommend regularly checking this Ticket Purchase Policy to stay informed of its current terms and conditions. All purchases are subject to the applicable version of this Ticket Purchase Policy published at the time of sale. If you do not agree with any revised version of this Purchase Policy, or if you cannot comply with it, then you must not make a purchase.

3. PRICES, PAYMENT AND PLACING ORDERS

3.1. All prices for Items offered for sale from us are inclusive of:

3.1.1. the sale price of the Item ("Sale Price"), plus

3.1.2. any per-item service or facility charges ("Service Charge"), which together shall be displayed as a single inclusive price per Item and where applicable

3.1.3. any per-order handling and delivery fees ("Order Processing Fees") shall be displayed separately from the single inclusive price per Item.

3.2. We shall make all reasonable efforts to accurately reflect or inform you of the description, availability, Sale Price, Service Charge and Order Processing Fees of Items. However, should there be any errors of whatsoever nature regarding Summerview Services (which are not due to our gross negligence or wilful misconduct), we shall not be liable for any loss, claim or expense relating to an order or sale based on any such error, the rejection of an order or the cancellation of a sale, save to the extent of refunding you for any amount already paid.

3.3. If we discover an error in the Sale Price, Service Charge and Order Processing Fees of any Item which you have ordered, we will inform you of such error as soon as possible, and we will give you the option of:

3.3.1. confirming your order at the correct price (in which case we will credit or debit you, as applicable), or

3.3.2. cancelling your order (in which case you will receive a full refund). Suppose we cannot contact you to confirm your order at the correct price. In that case, you agree that we may treat the order as cancelled and issue you with a full refund, and we shall then not be liable for any loss, claim or expense suffered by you relating to it or in connection in addition to that.

3.4. In many circumstances, the Sale Prices are set when Tickets first go on sale and stay the same until the event. However, some Tickets are "market-priced"; therefore, Sale Prices may increase or decrease at any time based on demand. This is similar to how airline tickets and hotel rooms are sold and is commonly called "Dynamic Pricing". You will not be entitled to a refund or credit if (i) the Sale Price you paid for a Ticket was at any time before you purchased your Ticket less than the Sale Price you paid or (ii) the Sale Price of any other Tickets to the relevant event (whether in the same price category or otherwise) is/are subsequently reduced after you purchase your Ticket.

3.5. Accepted payment methods include Visa and MasterCard debit or credit cards and, if applicable, valid payment methods for our event ticket sales.

3.6. Your contract for purchase starts once we have confirmed your order and ends immediately after completion of the event for which you have purchased Item(s). Tickets and other items on hold in your shopping basket may expire quickly. Countdown timers in the purchase process will clearly show you how long you have to complete your purchase before the basket expires and your Tickets and Items are released back for sale by other people. Holding Tickets and related Items in your shopping basket without completing the purchase does not constitute an order for Items. As such, items may be removed from the shopping basket, including, without limitation, at the expiration of any time limit for completing the purchase.

3.7. If you do not receive an order confirmation after submitting payment information or experience an

error message or service interruption after submitting payment information, it is your responsibility to confirm via www.tipsyhammock.co.za whether or not your order has been placed. Only you may be aware of any problems during the purchase process. We will not be responsible for any loss, claim or expense resulting from a failure for an order to be validly placed, save in the event of gross negligence or wilful misconduct by Summerview.

3.8. All purchases are subject to credit or debit card verification (if applicable), other security checks, and payment collection by our Payment provider – Peach Payments. Your order may be cancelled if it has not passed our verification process or payment is not received in full. In rare circumstances, if the associated bank or payment provider recalls your payment, we reserve the right to cancel and refund any order for which an order confirmation has been sent. We accept no responsibility or liability for such cancellations, as such cancellations are outside of our control.

3.9. It is prohibited to obtain or attempt to obtain any Items through the unauthorised use of any robot, spider, or other automated device or software, through unauthorised framing or linking to any website, or through any other illegal or unauthorised activity. We reserve the right to cancel any orders that we reasonably suspect to have been made in breach of this Purchase Policy without any notice to you, and any Items obtained as part of such orders will be taken as cancelled.

3.10. To prevent fraud and protect Summerview, we reserve the right to carry out checks and requests for additional information to verify purchases. We reserve the right to cancel any orders that we reasonably suspect to have been made fraudulently without any notice to you, and any Items obtained as part of such orders will be void.

3.11. By placing an order, you warrant that you have read the full Item description details and confirmed that your selection is correct before purchase. We may be unable to rectify incorrect orders.

3.12. Please note that seating maps and charts displayed during the purchase process are for guidance only and reflect the general layout of the venue for particular events. For some events, the design and specific seat locations may vary without notice where applicable.

4. TICKET RIGHTS AND OBLIGATIONS

4.1. Any Ticket you purchase from us remains the property of Summerview or the relevant Event Partner and is a personal, revocable licence, the rights under which may be withdrawn and admission refused at any time by Summerview or the relevant Event Partner. Suppose this occurs without any fault or act or omission on your part. In that case, you will be refunded (or partially refunded) for the ticket that has been withdrawn or for which access was refused (including the relevant sale price and service charge but excluding any order processing fees).

4.2. When you receive or collect your Tickets, please keep them in a safe place. We will not be responsible for any Tickets lost, stolen, damaged or destroyed following your receipt or collection. Furthermore, we strongly recommend that you do not post pictures or details of your Tickets online as this may allow third parties to counterfeit your Tickets or otherwise compromise the integrity of the Tickets, and we will not be liable if you are refused entry to the event as a result.

4.3. You acknowledge that lost, stolen, damaged or destroyed Tickets may not be able to be replaced where policies set by an Event Partner prohibit us from issuing replacement Tickets (e.g., for general admission events where there is a possibility that both original and any replacement tickets may be used to gain entry, which may compromise the licensed capacity of the venue). If we can issue replacement Tickets, we may charge you a reasonable administration fee.

4.4. Where your Tickets are for allocated seats, you have a right only to seats of a value corresponding to that stated on the Ticket. We or the relevant Event Partner or venue reserve the right (before or during the event) to provide alternative seats to those initially allocated to you or specified on the Tickets.

5. TICKET RESTRICTIONS

5.1. When purchasing Tickets from us, you are limited to a specified number of Tickets for each event (and, in some cases, per tour comprising several events). This number is included on the first purchase page and is verified with every order. This policy is in effect to discourage and prevent unfair ticket-buying practices. Tickets may be restricted to a maximum number per person (or business, as applicable), per credit or debit card, and, for some events or tours, a restriction may apply per household. We reserve the right to cancel any order(s) for Tickets purchased more than the relevant limits without notice.

5.2. Tickets may be sold subject to certain restrictions on entry or use, such as restricted, obstructed or side view or a minimum age for entry. Unless indicated otherwise, a responsible adult must

accompany children 14 (fourteen) years of age and under. No children under the age of 3 (three) are allowed to attend an event unless permitted explicitly by Summerview or the Event Partner. Any variations to this or other such restrictions will be displayed or notified to you before or during booking. You must read all notifications and other important information displayed or notified during purchase. We will not be responsible if you or any guests under your booking are refused admission because of a failure to meet or prove that you/they meet any restrictions (e.g. a minimum age requirement).

5.3. You are not entitled to purchase any Tickets as a trader acting in the course of business to resell your Tickets, whether for profit or for any other reason (for example, as part of a travel or hospitality package you provide) unless we and the relevant Event Partner give formal written permission in advance. Suppose we discover or have reason to suspect that you have purchased and intend to resell or have sold Tickets in breach of this clause. In that case, we reserve the right to cancel your Tickets without any liability to offer a refund and without notice to You.

5.4. You may not resell your Tickets. Any resale or attempted resale of a ticket in breach of the applicable law or any restrictions or prohibitions imposed by an Event Partner is grounds for and may lead to the seizure or cancellation of that Ticket without any liability to offer a refund and without notice to you.

5.5. Tickets purchased from us may not:

5.5.1. be used for advertising, promotions, contests or sweepstakes (or for other such similar commercial purposes); and

5.5.2. be combined with any hospitality, travel or accommodation service and any other merchandise, product or service to create a package for sale or other distribution unless formal written permission is given by us and the relevant Event Partner in advance and provided that even if such permission is granted, use of our or any Event Partner's trademarks, and other intellectual property is subject to the express prior written consent of the owner.

6. EVENT TIMINGS AND ADMISSIONS

6.1. Please note that advertised start times of events are subject to change. Also, door opening and closing times stated about an event are not indicative of the event's start or end time (or when an artist is scheduled to play or the length of the artist's performance), all of which remain at the relevant Summerview or Event Partner's and artist's discretion and may be subject to change.

6.2. Tickets are sold subject to Summerview or the Event Partner's right to alter or vary the programme of an event due to events or circumstances beyond its reasonable control without being obliged to refund monies or exchange tickets unless such change is a material alteration as described in the clause below, in which case the provisions of that clause shall apply.

6.3. Generally, every effort to admit latecomers will be made at a suitable break in the event, but admission cannot always be guaranteed.

6.4. The event venue may conduct security searches of you and other patrons for safety and security purposes. It may refuse admission to patrons (including you) breaching or suspected of breaching any event terms and conditions or Event Partner.

6.5. Admission to all events is subject to the terms of admission of the relevant venue. The following items are prohibited: glass bottles or containers or other heavy and/or sharp objects, which could potentially be used as projectiles (excluding sunglasses, binoculars and prescription or reading glasses), any illegal drugs, skateboards, scooters, roller blades or bicycles, knives, weapons of any nature or fireworks, any object that could be used to distract, hinder or interfere with any performer, including laser pointers and flashlights, flags with poles, large flags or banners that may obstruct the view of other patrons, any whistle, horn, musical instrument, loud hailer, public address system or vuvuzela, any item that you intend to distribute, hawk, sell, offer, expose for sale or display for marketing or promotional purposes, no animals apart from authorised guide/assistance dogs, any dangerous goods and any other items by management to be unsafe or capable of causing a public nuisance, professional cameras or video recorders, umbrellas (unless there is an obvious threat of rain), in which case tiny umbrellas will be permitted but no golf or beach umbrellas, braais or barbeques, camping chairs, more excellent boxes and food and refreshments (including soft drinks and alcohol) and any other items that a venue or Event Partner may deem illegal, inappropriate or necessary to prohibit in its sole discretion. Please check with the venue directly for any specific additional restrictions or variations. The unauthorised use of photographic and recording equipment at events is also prohibited. Any unauthorised photos, videos and recordings may be destroyed or deleted. Using drones or similar equipment at or near the event venue is strictly prohibited.

6.6. Your breach of venue terms and conditions or unacceptable behaviour likely to cause damage, nuisance, or injury shall entitle Summerview or the Event Partner to eject you from the venue.

6.7. Summerview or the Event Partners reserve the right to refuse admission to the venue or to

remove any person from the venue for reasons of public safety (including for crowd surfing or moshing or failure to comply with any security measures), any unacceptable behaviour likely to cause damage, nuisance or injury, or for any breach of Summerview or the Event Partners' terms and conditions. Should you be refused entry or be removed from the venue for any of these reasons, you will not be entitled to a refund.

6.8. No pass-outs or re-admissions will be allowed unless Summerview or the relevant Event Partner authorised.

6.9. By attending an event, you and other patrons understand and agree to be photographed, filmed, and recorded about the event for safety and security, including filming by the police. You and other patrons understand and agree that resulting photographs, videos, audio recordings and audio-visual recordings may be used in any media for any purpose at any time throughout the world (however, you may object to such use by specific request to enquiry@tipsyhammock.co.za).

6.10. Prolonged exposure to loud music or noise may damage your hearing, and we advise you and all patrons to wear adequate ear protection at events.

6.11. Special effects, including sound, audiovisual, pyrotechnic, or lighting effects, may be featured at an event, which may not be suitable for those with photosensitive epilepsy or similar conditions.

7. CANCELLATION, EVENT CANCELLATIONS AND ALTERATIONS

7.1. When buying Tickets, you acknowledge and accept that events can and do get cancelled, rescheduled or altered from time to time for any reason. You receive the relevant provisions below, which will apply in such circumstances. Suppose an event is cancelled, rescheduled, or materially cancelled for any reason whatsoever. In that case, we will use reasonable endeavours to notify you once we have received the relevant information and authorisation from Summerview or our Event Partner (if you book online, we will use your account details). However, we cannot guarantee that you will be informed of such cancellation, rescheduling or alteration before the event date. You are responsible for ascertaining whether an event has been cancelled, rescheduled or altered and the date and time of any rescheduled event.

7.2. Cancellation: If an event for which you have purchased Tickets is cancelled in full (and not rescheduled), your order will be cancelled, and you will be refunded the Sale Price of your Tickets, plus the relevant Service Charges. Suppose you have purchased Tickets for an event over several days, and one or more days (but not all) are cancelled. In that case, you may only be offered a proportionate partial refund at Summerview or the Event Partner's discretion.

7.3. Rescheduling: If an event for which you have purchased Tickets is rescheduled, Tickets will usually be valid for the new date once it is confirmed (or you will be offered Tickets of a value corresponding with your original Tickets for the rescheduled event, subject to availability). Suppose you notify us within the specified deadline that you cannot attend the rescheduled event. In that case, you can cancel your order and obtain a refund of the Sale Price of your Tickets plus the relevant Service Charges. Failure to notify us within any specified deadline that you cannot attend the rescheduled event will be deemed a reconfirmation of your order for Tickets for the event, and you will not be able to claim a refund.

7.4. Material Alteration: If an event for which you have purchased Tickets is "materially altered" (as defined in clause 7.5 below), Tickets will usually be valid for the altered event (or you will be offered Tickets of a value corresponding with your original Tickets for the altered event, subject to availability). If you notify us within the specified deadline that you do not wish to attend the altered event, you can cancel your order and obtain a refund of the Sale Price of your Tickets plus the relevant Service Charges. Your Order Processing Fees will not be refunded if your Tickets have already been dispatched or delivered to you. Failure to notify us within any specified deadline that you do not wish to attend the altered event will be deemed a reconfirmation of your order for Tickets for the altered event, and you will not be able to claim a refund.

7.5. For this Purchase Policy, a "material alteration" is a change (other than a rescheduling, which can and does happen for several reasons, is a foreseeable possibility, and thus is not a material alteration) which, in our and the relevant Event Partner's reasonable opinion, makes the event materially different to the event that purchasers of Tickets, taken generally, could reasonably expect. In particular, please note that the following are not deemed to be "material alterations":

7.5.1. the use of understudies in theatre performances;

7.5.2. adverse weather conditions;

7.5.3. changes of any supporting act;

7.5.4. changes to individual members of a band;

7.5.5. changes to the line-up of any multi-performer event (such as a festival, which includes changes to headline acts even if already announced, which can and does happen from time to time and is thus

not a material alteration); and

7.5.6. curtailment of the event where the majority of an event is performed in full, and delays to the starting of the performance of an event.

7.6. To claim a refund under clauses 7.2, 7.3, or 7.4, please follow our instructions or contact us at www.tipsyhammock.co.za. Where we instruct you to do so, you must enclose or return your unused Tickets and comply with any other instructions from us. For accounting purposes about cancelled events, your request must reach us within 28 (twenty-eight) days from the cancelled event date.

7.7. Refunds will be made using the same means of payment as you used for the initial purchase.

7.8. Cancellation by you: You are entitled to cancel your purchase of and return your Ticket(s) by this policy by contacting us at www.tipsyhammock.co.za

8. INTERPRETATION

8.1. The terms “including”, “include”, “in particular”, “e.g.” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

8.2. The headings used within this Ticket Ticket Purchase Policy are for reference purposes only and do not affect its interpretation. Clauses references in these terms and conditions are references to the clauses of these terms and conditions of this Ticket Purchase Policy.

8.3. Capitalised terms in this Ticket Ticket Purchase Policy shall have the special meaning ascribed to them as set out within it.

9. WARRANTIES AND INDEMNITIES

9.1. You represent and warrant that the information you submit to us and use the Summerview Services is true, accurate, and complete, and you will not use any false information, including contact information. You further warrant and represent that you are 18 (eighteen) years or over and can enter legally binding contracts.

9.2. You represent and warrant that you will comply with all applicable laws and regulations, this Ticket Ticket Purchase Policy terms, and any other applicable terms and conditions when using our website.

9.3. You at this moment indemnify and hold harmless us and our affiliates along with their respective officers, directors, employees and agents (the “Indemnified Parties”) against any losses, damages, expenses (including reasonable legal fees), liabilities, claims and demands suffered by any Indemnified Parties arising out of or in connection with your breach of this Ticket Ticket Purchase Policy or any other applicable terms and conditions, breach of any applicable laws or regulations, or breach of any third party rights.

10. LIMITATION OF LIABILITY

10.1. To the maximum extent permitted by law, we (including our affiliates, subsidiaries, and their respective officers, directors, employees, agents, legal representatives and sub-contractors) and our relevant Event Partners shall not be liable for any loss, injury or damage to any person (including you) or property howsoever caused (including by us and by the Event Partner):

10.1.1. in any circumstances where there is no breach of contract or a legal duty of care owed by us or the relevant Event Partner;

10.1.2. in circumstances where such loss or damage is not directly as a result of any such breach (save for death or personal injury resulting from our or an Event Partner’s negligence); or

10.1.3. to the extent that any increase in loss or damage results from your negligence or breach of any of the terms of this Ticket Ticket Purchase Policy, any other applicable terms and conditions, and applicable laws or regulations.

10.2. To the maximum extent permitted by law, we (including our affiliates, parent undertakings, subsidiaries, and their respective officers, directors, employees, agents, legal representatives and sub-contractors) and our relevant Event Partners shall not be liable for any indirect or consequential losses or loss of data, profits, revenue, earnings, goodwill, reputation, enjoyment or opportunity, or for distress, or any exemplary, special or punitive damages, arising directly or indirectly from your use of the Summerview Services and any purchases made under this Ticket Purchase Policy. In particular, please note that:

10.2.1. neither we nor any relevant Event Partner shall be responsible or liable to you for any loss of enjoyment or amenity, including where an event has been cancelled, rescheduled or altered. Clause 7 sets out your sole recourse in these circumstances and

10.2.2. neither we nor any relevant Event Partner shall be responsible or liable to you (and you will

not be entitled to any refund) if admission to a venue or event is refused or revoked at any time as a result of your breach of Summerview or any Event Partner's terms and conditions.

10.3. Unless otherwise stated in this clause 10, our and any relevant Event Partner's liability to you in connection with an event (including, but not limited to, for any cancellation, rescheduling or alteration of an event) and any Items you have purchased shall be limited to the price paid by you for the Items, including any Service Charges.

10.4. We are not responsible for any internet connection errors experienced while using Summerview Services.

10.5. We are not responsible for the actions or failures of any Venue, performer, promoter or other Event Partner. Under no circumstances shall we be liable for death or personal injury suffered by you or your guests arising out of attendance at an event unless caused by our negligence. Neither shall we be liable for any loss or damage sustained to your property or belongings or those of any guests under your booking attending an event.

10.6. We will not be liable to you for failure to perform any of our obligations under this Ticket Purchase Policy to the extent that the failure is caused by a force majeure event (meaning any cause beyond our reasonable control (whether foreseeable or not) including without limitation, local, national, regional, continental or global pandemic, epidemic or other similar outbreak of illness, disease, virus or infection, acts of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, theft of essential equipment, malicious damage, strike, lockout, weather, third party injunction, national defence requirements, acts or regulations of national or local governments, councils or authorities). This clause does not affect the terms of any clauses explicitly providing for a right of refund, including clause 7. Clause 7 will apply if an event's cancellation, rescheduling, or material alteration occurs due to a force majeure reason.

10.7. Nothing in this Ticket Purchase Policy seeks to exclude or limit our or any Event Partner's liability for death or personal injury caused by our or any Event Partner's negligence, fraud or another type of liability which cannot by law be excluded or limited.

11. QUERIES, COMPLAINTS AND DISPUTE RESOLUTION

11.1. If we need to contact you, we will use your contact details (or the contact details you provided at the time of purchase if you did not purchase online). You are responsible for informing us immediately of any changes to your contact details, whether before or after receipt of Items. In particular, please ensure that you provide us with a valid email address, as this is our preferred method of contacting you. You should also be aware that your email mailbox settings may treat our emails as junk, so remember to check your junk and spam folders.

11.2. If you have any queries or complaints regarding your purchase, please get in touch with us using www.tipsyhammock.co.za or any order reference numbers.

11.3. Your query or complaint shall be acknowledged by us as soon as possible and, in any event, within five business days of receipt.

11.4. We may need to contact one or more Event Partners for more information before responding to your query or complaint.

11.5. If any dispute arises, we shall use our reasonable endeavours to consult or negotiate in good faith and attempt to reach a just and equitable settlement satisfactory to you, us, and any relevant Event Partner. Please note that some complaints can take up to 28 days to resolve.

11.6. Nothing in this Ticket Purchase Policy affects or restricts your rights, including your right to make a complaint to an appropriate regulatory authority, pursue court proceedings, or other forms of dispute resolution.

11.7. Please note that we do not tolerate aggressive or abusive behaviour towards our staff or representatives or unreasonable demands or persistence being used (including any threat, abuse or harassment towards our staff or representatives in any form or media). We reserve the right to take the necessary action to address such behaviour towards our staff or representatives.

12. GENERAL

12.1. If we delay or fail to enforce any of the provisions of this Ticket Purchase Policy, it shall not mean that we have waived our right to do so.

12.2. We shall be entitled to assign our rights and obligations under this ticket Ticket Purchase Policy, provided your rights are not adversely affected.

12.3. If any provision of this Ticket Purchase Policy is found by a competent court to be invalid or unenforceable, that provision shall be deemed to be omitted from this Ticket Purchase Policy, but this shall not prevent the other provisions from continuing to remain in full force and operate separately.

12.4. If any provision of this Ticket Purchase Policy is or becomes illegal, invalid or unenforceable

under the law of any applicable jurisdiction, this shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of this Purchase Policy.

12.5. Any of our Event Partners' affiliates, successors, or assigns may enforce these terms. Except as provided in the previous sentence, this Ticket Purchase Policy does not create any right enforceable by any person who is not a party to it but does not affect any right or remedy that a third party has which exists or is available.

12.6. Nothing in this Ticket Purchase Policy and no action taken by you or us under it shall create, or be deemed to create, a partnership, joint venture, or relationship of principal and agent.

12.7. Any notice provided under this Ticket Purchase Policy shall be delivered upon receipt and deemed to have been received at the time of delivery (if delivered by hand, registered post or courier) or at the time of transmission (if delivered by email).

12.8. This Ticket Purchase Policy shall be governed by and construed by South African law in all respects. Both you and I agree to submit to the non-exclusive jurisdiction of the South African courts about any dispute arising out of or in connection with this Ticket Purchase Policy.