

WESTERN PROVINCE PROFESSIONAL RUGBY (PTY) LIMITED
SEASON TICKET AND MATCH TICKET CONDITIONS OF ISSUE

By applying for, purchasing, holding or using a Match Ticket or Season Ticket (as defined in paragraph 15), you are entering into a contract in relation to Match Tickets and Season Tickets for WP Rugby's Men's and Women's Senior and Junior Teams, with Western Province Professional Rugby (Pty) Limited (a company with limited liability, duly registered and incorporated under the laws of the Republic of South Africa with registration number 2016/223694/07 and whose registered address is at Newlands Rugby Stadium, 11 Boundary Road, Newlands, Cape Town, 7700) on the basis of these Conditions of Issue.

Western Province Professional Rugby (Pty) Limited is referred to in these Conditions of Issue as "WP Rugby".

WP Rugby takes breaches of these Conditions of Issue extremely seriously. Examples of conduct which may constitute a breach and the potential consequences are set out at paragraph 9.

WP Rugby excludes/limits its liability under these Conditions of Issue, as set out at paragraph 11.

[WP Rugby operates an appeals process in relation to sanctions imposed in respect of breaches of these Conditions of Issue, as set out at paragraph 12.]

These Conditions of Issue should be read in conjunction with the following additional terms (which are hereby incorporated into these Conditions of Issue):

- (a) ground regulations issued by WP Rugby from time to time that set out the terms upon which spectators are granted entry to the Ground, available for inspection at WP Rugby's offices and here and displayed at all entrances to and elsewhere in the Ground (the "**Ground Regulations**");
- (b) those terms and condition printed on the specific Match Ticket (the "**Ticket Terms and Conditions**");
- (c) WP Rugby's privacy policy, available at <http://thestormers.com/privacy-policy/>, as amended from time to time (the "**Privacy Policy**"); and
- (d) the ticketing policies setting out how tickets can be purchased for matches involving Teams for the applicable Season, as may be updated by WP Rugby from time to time. This includes but is not limited to the policies published [here](#).
(the "**Ticketing Policies**").

Copies of all the above are available at <http://thestormers.com/>. **Less otherwise set out below, in the event of any conflict, inconsistency or ambiguity between these Conditions of Issue and any of the above documents, these Conditions of Issue shall prevail.**

Headings used in these Conditions of Issue shall not affect the interpretation of the below terms and conditions.

Please refer to paragraph 15 (Definitions) to understand the meaning of some of the terms used in these Conditions of Issue.

1. Application of Conditions of Issue

- 1.1. These Conditions of Issue apply to the application for, purchase, holding and use of:
 - 1.1.1. Home Match Tickets; and
 - 1.1.2. Season Tickets.

- 1.2. WP Rugby and/or its authorised distributors (if any) sells and issues tickets for events at the Grounds only upon the following Conditions of Issue and by applying for, purchasing, holding or using a Match Ticket or Season Ticket or entering the relevant Ground, you shall be deemed to have accepted these Conditions of Issue.
- 1.3. Any Guest(s) shall also be subject to the Conditions of Issue (but excluding any right to transfer under paragraph 5) and these will apply to such Guest(s) as if they were the original Ticket Holder (and the Ticket Holder must inform the Guest(s) of this). Any reference to the "Ticket Holder" in these Conditions of Issue shall, save where specified or where the context does not permit, be deemed to include their Guest(s).
- 1.4. The Rugby Regulations (as defined at paragraph 15) shall be incorporated into these Conditions of Issue. Where there is a conflict between these Conditions of Issue and the Rugby Regulations, the Rugby Regulations shall prevail.
- 1.5. WP Rugby reserves the right, at its sole discretion, at any time and whilst at the Ground or otherwise, to require any person, including without limitation any Season Ticket Holder or Ticket Holder to:
 - 1.5.1. collect Match Tickets in person and from such place as specified by WP Rugby in advance, including from the ticket office of WP Rugby or third-party location (as applicable); and/or
 - 1.5.2. provide such proof of identification and/or address as required by WP Rugby from time to time (which may include but not be limited to a valid passport or photo card driving licence), and any failure to provide such proof within the timeframe reasonably required by WP Rugby shall constitute a breach of these Conditions of Issue.
- 1.6. WP Rugby will hold and process personal information relating to you in accordance with the terms of its Privacy Policy. The Privacy Policy contains more details about the processing of your personal information by WP Rugby, but some of the key purposes for which WP Rugby will process your personal information are:
 - 1.6.1. where you provide consent to WP Rugby to do so, to send marketing in respect of WP Rugby's, and WP Rugby's commercial partners (a list of which is available at <http://thestormers.com/about-us/#sponsors>) offers, products or services;
 - 1.6.2. to comply with WP Rugby's legal obligations;
 - 1.6.3. to assist with health and safety compliance (including but not limited to track and trace requirements in relation to Covid-19);
 - 1.6.4. to comply with requests made of WP Rugby by any third party, including legal, statutory, or regulatory authorities and/or governing bodies or organisers of rugby events/tournaments (whether in South Africa or otherwise);
 - 1.6.5. for security purposes;
 - 1.6.6. for record keeping and other administrative purposes; and/or
 - 1.6.7. to fulfil orders for any Match Ticket(s) or Season Ticket(s).

2. Issue of Match Tickets and Season Tickets

- 2.1. Guidance on the release of, application for and purchase of Match Tickets is set out in the WP Rugby Ticketing Policies, as defined above.

- 2.2. Match Tickets and Season Tickets are issued at the absolute discretion of WP Rugby and WP Rugby reserves the right (acting reasonably) to refuse any application for a Match Ticket or Season Ticket. WP Rugby is under no obligation to issue a Match Ticket, or Season Ticket to any person who has previously been a Ticket Holder.
- 2.3. Season Tickets are for the use of Supporters only. By applying for, holding and/or using the same you warrant and represent that you are a Supporter and, in particular (but without limitation to the foregoing), that you are not a supporter of the opposing team at any applicable Match.
- 2.4. If for any reason a card transaction fails or is declined by the card issuer, the relevant Match Ticket or Season Ticket application(s) shall be deemed invalid. It is the applicant's responsibility to ensure that card details supplied to WP Rugby are correct and that there are sufficient funds available in such card account. WP Rugby shall not be required to contact an applicant who has supplied incorrect card details or where the transaction fails or is declined by the card issuer.
- 2.5. WP Rugby reserves the right (acting reasonably) to cancel, suspend or withdraw any Match Ticket and/or any Season Ticket at any time in its sole discretion (and subject to appeal). Subject to paragraph 6, and save as otherwise provided in these Conditions of Issue, if WP Rugby cancels, suspends or withdraws a Season Ticket, the Season Ticket Holder will be refunded on a pro-rated basis for the remainder of the Season. In respect of cancellation, suspension or withdrawal pursuant to paragraph 9 or otherwise following a breach of these Conditions of Issue, the Ticket Holder shall be entitled to a refund only as set out in paragraph 6.
- 2.6. A Season Ticket is valid for one Season only. Should any Season Ticket Holder wish to cancel their Season Ticket, they will not be entitled to a refund.
- 2.7. By applying for, for, purchasing, holding or using a Match Ticket or Season Ticket, you warrant that you will comply with any COVID-19 rules, regulations or policies which WP Rugby may implement from time to time.

3. Admission to the Ground

- 3.1. A Match Ticket permits the Ticket Holder to:
 - 3.1.1. be admitted to the designated part of the Ground on the day of the Match shown on the Match Ticket and at the time specified by WP Rugby; and
 - 3.1.2. occupy the seat indicated on the Match Ticket or such other alternative seat of similar price as WP Rugby may allocate at its reasonable discretion. WP Rugby will not be liable if the seat is exposed to the weather,in each case, subject to these Conditions of Issue.

Nothing in these Conditions of Issue shall constitute or imply any entitlement to occupy the seat indicated on the Match Ticket on any other occasion.
- 3.2. A Season Ticket permits the Season Ticket Holder to be admitted to the designated part of the Ground and to sit in the designated seat as shown on the Season Ticket. A Season Ticket may not entitle a Season Ticket Holder entry to the Ground for Relevant Finals Matches (please see the WP Rugby Ticketing Policies for further details) In accordance with the WP Rugby Ticketing Policies, Season Ticket Holders will, subject to availability, be given an exclusive period within which to acquire Match Tickets for their usual seat for such

Relevant Finals Matches that take place at the Ground. Thereafter, WP Rugby will offer any unsold Match Tickets for general sale.

- 3.3. Notwithstanding paragraphs 3.1.2 and 3.2, WP Rugby reserves the right to relocate the seats indicated on a Ticket Holder's Season Ticket or Match Ticket (as applicable) at its reasonable discretion, including for health and safety-related reasons.
- 3.4. By using a Match Ticket or Season Ticket to gain entry to the Ground and in attending the Match, each Ticket Holder warrants that they are not in breach of any applicable COVID-19 legislation or guidance issued by the South African Government.
- 3.5. Admission to the Ground is subject to such further identity and COVID-19 medical checks and confirmations as WP Rugby may require. In the event that a Ticket Holder fails or fails to complete any applicable identity or medical check(s) or fails to provide any confirmations required, they shall not be permitted to enter the Ground and shall be entitled to a refund in accordance with paragraph 6.7).
- 3.6. Save as set out in paragraph 3.8, the Ticket Holder shall not bring into (or use within) the Ground any equipment which is capable of recording or transmitting (by digital or other means) any audio, visual or audio-visual material or any information or data in relation to a Match.
- 3.7. Without prejudice to paragraph 3.6, the Ticket Holder acknowledges that any audio, visual or audio-visual material, or any other information or data, that they produce at the Ground in relation to a Match, any players or other persons present in the Ground (including, without limitation, any captured in breach of paragraph 3.6 and/or 3.8) is hereby assigned to WP Rugby, including all intellectual property rights and by way of present assignment of future copyright under Section 22(5) of the Copyright Act 1978. The Ticket Holder agrees that it waives all moral rights in the same and that it will execute any further documents required by WP Rugby to give full effect to this paragraph 4.7.
- 3.8. Use of mobile telephones within the Ground is permitted, provided that:
 - 3.8.1. they must not inconvenience any other person in the Ground;
 - 3.8.2. they must not be used to capture, supply or transmit data for the purposes of betting or gambling (or assisting for these purposes);
 - 3.8.3. they are used for private person to person use only (which, for the avoidance of doubt and by way of example only, shall not include the capturing, logging, recording, transmitting, playing, issuing, showing, or any other communication of any material, information or data for any commercial purposes); and
 - 3.8.4. no material, information or data that is captured by a mobile telephone or other mobile device may be published or otherwise made available to any third parties for commercial purposes including, without limitation, publication for commercial gain via social networking sites.
- 3.9. The Ticket Holder shall not bring into (or wear at) the Ground any objects or clothing bearing political statements or commercial identification intended for 'ambush marketing', including, without limitation, items or objects given away as part of a promotional or marketing campaign by third parties near to the Ground,
- 3.10. A Ticket Holder shall not offer or distribute (either free or for sale by any person) within the Ground any consumer article or commercial product of any nature.

- 3.11. Minors under the age of 18 years will not be permitted entry to the Ground unless they are in the possession of a Match Ticket and/or Season Ticket (as applicable) and are accompanied by a person over the age of 18 years (who, for the avoidance of doubt, must also be in possession of a Match Ticket and/or Season Ticket). Anyone accompanying a Minor under the age of 18 years is responsible for ensuring that Minor's compliance with these Conditions of Issue and shall be liable in the event of breach.
- 3.12. WP Rugby reserves the right to refuse admission to the Ground to any unaccompanied juvenile under the age of 18 years in possession of a Match Ticket and/or Season Ticket at its sole discretion. Save in the event of a breach of these Conditions of Issue, an unaccompanied juvenile under the age of 18 years refused admission to the Ground in accordance with this paragraph 3.12 will be entitled to a:
- 3.12.1. full refund in respect of a Match Ticket; or
- 3.12.2. pro-rated refund in respect of a Season Ticket,
(in each case less any reasonable administration fee) in relation to the Match to which they are refused admission.
- 3.13. All persons, regardless of age, entering the Ground on a Match day must be in possession of a Match Ticket and/or a Season Ticket. Any person entering (or attempting to enter) the Ground without a Match Ticket will be ejected from the Ground and, WP Rugby reserves the right to impose any of the measures/sanctions detailed in paragraphs 9.3 to 9.6 (inclusive) including, without limitation, to refuse further entry and have any valid Season Ticket or Match Ticket registered against their name revoked with immediate effect and without refund.
- 3.14. All Ticket Holders must adhere to any relevant dress code designated from time to time by WP Rugby.
- 3.15. All Ticket Holders who enter the Ground acknowledge that photographic images and/or audio, visual and/or audio-visual recordings and/or feeds (and/or stills taken therefrom) (collectively, "Images") may be taken of them and may be published by WP Rugby. All Ticket Holders accept and acknowledge that it is in WP Rugby's legitimate interests to use and publish the Images in this manner (including, without limitation, any personal information contained therein) as it requires the ability to: (i) publish, display, sell and distribute the Matches by means of film, television, radio, print media, internet, publicity material (or any other media now known or in the future); and (ii) use the Images for safety and security, promotional, training, editorial or marketing purposes by WP Rugby, the South African Rugby Union, Pro Rugby DAC, European Professional Club Rugby, and/or others as determined in WP Rugby's sole discretion (including commercial partners and accredited media organisations). More information on how WP Rugby processes personal information can be found in the Privacy Policy and at paragraph 1.6.
- 3.16. All Ticket Holders agree that the Matches for which tickets have been purchased are public, and that their appearance and actions inside and in the perimeter of the Ground where a Match occurs are public in nature, and that they shall have no expectation of privacy with regard to their actions or conduct at Matches.

4. Use of Match Ticket or Season Ticket

- 4.1. Match Tickets and Season Tickets are issued for the Ticket Holder's private use. The Ticket Holder shall not resell, advertise for sale or (save as set out in paragraph 4.3) assign or transfer the Match Ticket or Season Ticket or the benefit of the same to any other person for

any purpose without the prior written consent of WP Rugby. For the avoidance of doubt (and by way of example only) the Match Ticket or Season Ticket may not be offered as a prize in any promotion or competition or for any other promotional or advertising purposes, transferred, lent or sold to any third party as part of a hospitality or travel package, given to a third party who agrees to buy another service or good, or used for any other commercial purpose, save in each case as expressly authorised in writing by WP Rugby.

- 4.2. The unauthorised sale or disposal of a Match Ticket and/or Season Ticket may amount to an offence under section 5 of the Safety at Sports and Recreational Events Act, 2 of 2010. WP Rugby may inform the police when it becomes aware that Match Tickets and/or Season Tickets are being sold or illegally disposed of and will press for charges to be brought against those breaking the law. If you are convicted of a ticket touting offence, or WP Rugby reasonably suspects you have committed a ticketing offence, WP Rugby may notify the competition organisers who may in turn notify other rugby franchises (both domestic and international), event holders and/or the relevant law enforcement authorities. WP Rugby may also share your information with other rugby franchises directly. The information that WP Rugby shares in such circumstances may include your personal information (including your name, date of birth, image and contact details), information about the offence and about ticket purchases (including payment details). WP Rugby will use this information to: identify and prevent ticketing offences; and identify and prevent violent and antisocial behaviour at matches, including racial, homophobic or discriminatory abuse, chanting or harassment. Any queries can be addressed to rmaritz@wprugby.co.za. More information on how WP Rugby processes your personal information can be found in the Privacy Policy and at paragraph 1.6.
- 4.3. Save for Match Tickets issued by WP Rugby to its Supporters Club, all Match Tickets and Season Tickets and all rights and benefits conferred by such Match Tickets or Season Tickets may only be transferred to a natural person or persons:
 - 4.3.1. in relation to Season Tickets only, strictly in accordance with paragraph 5.8;
 - 4.3.2. to Guests, strictly in accordance with paragraph 4.5.
- 4.4. Subject to paragraph 4.3, Match Ticket(s) and Season Ticket(s) may be transferred to Guest(s) for their personal use only PROVIDED THAT such transfer takes place in consideration for no payment or benefit in kind in excess of the face value of the Match Ticket or the prorated value of the Season Ticket for the Match (as the case may be), and such transfer does not take place in the course of any business or for the purpose of facilitating any third party's business. WP Rugby retains the absolute discretion to refuse such transfer to any Guest subject to a refund to the Ticket Holder of the face value of the Match Ticket and pro-rated amount of the Season Ticket. The Ticket Holder shall at all times be responsible for his/her Guest(s). Any breach of these Conditions of Issue by such Guest(s) may be treated by WP Rugby as a breach by the Ticket Holder, who shall be liable for any and all measures/sanctions imposed by WP Rugby, as detailed in paragraphs 9.1 to 9.6 (inclusive).
- 4.5. Where a Season Ticket Holder has transferred a Match Ticket or Season Ticket to a Guest, the Guest must provide the name and address of the Season Ticket Holder immediately upon request from any official, steward or employee of WP Rugby or any police officer. For the avoidance of doubt, a Ticket Holder shall not resell, assign or transfer the Match Ticket or Season Ticket to any person who is:

- 4.5.1. subject to any restriction or banning order or is prevented from entering the Ground for any other reason, legal or otherwise or who has been charged with or found guilty of any related offence anywhere in the world; or
 - 4.5.2. not permitted by WP Rugby or otherwise to purchase a Match Ticket and/or Season Ticket (under the Ground Regulations, these Conditions of Issue or otherwise) and attend such Match(es).
- 4.6. A Match Ticket and any Season Ticket (as applicable) remains the property of WP Rugby at all times and must be produced for inspection upon demand, together with evidence of the Ticket Holder's identity, if required to do so by any official, steward or employee of WP Rugby or any police officer.

5. Season Tickets

- 5.1. WP Rugby currently accepts payments via Visa and MasterCard and other approved platforms. WP Rugby does not accept Diners International and American Express cards, cheques or cash.
- 5.2. All prices set out in the WP Rugby Ticketing Policies include VAT at the prevailing rate. WP Rugby's VAT Registration number is VAT 4670276692. WP Rugby requests that Season Ticket Holders retain their receipt after having successfully renewed their Season Ticket.
- 5.3. Where a Season Ticket Holder has changed their name for legal reasons (e.g. by application or following a marriage/civil partnership), the Season Ticket Holder may make a request to change the name on their Season Ticket by sending a letter to WP Rugby. If the Season Ticket Holder requests a name change at the same time as they apply to renew their Season Ticket, then the name change will be free of charge. However, should a Season Ticket Holder request a name change at any other time, there will be a charge of R50.00.

6. Changes to Dates and Refunds

- 6.1. All Matches are organised and staged in accordance with the Rugby Regulations, applicable laws, Government guidance in force from time to time and approvals from the relevant Local Authority. No guarantee can be given by WP Rugby that any Match will take place at a particular time or on a particular date, that spectators will be permitted to enter the Ground for any Match in any particular numbers, that capacities may not be reduced after Match Tickets have been sold, or that any Match will take place at all. All information about times and dates of Matches is kept as up-to-date as possible but should be taken as a guide only and WP Rugby reserves the right (acting reasonably) to reschedule any Match at any time, without notice and, subject to paragraph 6.3, without any liability whatsoever.
- 6.2. We take all reasonable care to ensure that the prices shown in advance are correct at the time when the relevant information was entered onto the system, but they are not always accurate and should be taken as a guide only.
- 6.3. In the event of postponement of a Match:
 - 6.3.1. a Ticket Holder with a valid Match Ticket will be entitled to:
 - 6.3.1.1. a full refund less any reasonable administration fee provided they comply with the process set out at paragraph 6.7; or
 - 6.3.1.2. to receive the equivalent ticket for the subsequent rescheduled Match via such application procedure as WP Rugby stipulates.

- 6.3.2. a Ticket Holder with a Season Ticket will be entitled only to attend the rescheduled Match and not to a refund.
- 6.4. In the event of cancellation of a Match, or a decision being made (whether by WP Rugby or any third party) that a Match must be played with reduced (or further reduced) capacity or without spectators, an impacted Ticket Holder will be entitled to a full refund less any reasonable administration fee and a Season Ticket Holder will be entitled to a prorated refund, provided they comply with the process set out at paragraph 6.7.
- 6.5. In the event of abandonment of a Match after the spectators have been admitted to the Ground but before the kick-off of the Match, Match Tickets used by the spectators for entry to the abandoned Match shall remain valid for admission to the rescheduled Match (if any). In the event of abandonment of a Match after the spectators have been admitted to the Ground and after the kick-off of the Match, the price of the Match Tickets for the rescheduled Match (if any) shall be reduced by 50%. For the avoidance of doubt, new Match Tickets may be issued via such application procedure as WP Rugby stipulates.
- 6.6. In the event of a Match postponement, abandonment or cancellation WP Rugby will have no liability to Ticket Holders other than as set out in this paragraph 6, including (but not limited to) for loss of enjoyment, loss of a chance, loss of time, or travel costs or accommodation costs.
- 6.7. Subject to paragraph 6.8, in order to obtain a refund, a request must be submitted by email to rmaritz@wprugby.co.za no later than 48 hours after the scheduled kick off time of the Match. For the avoidance of doubt, WP Rugby shall not be responsible for any Match Ticket which is forgotten, lost, stolen, defaced, damaged or destroyed.
- 6.8. No refunds will be given in accordance with this paragraph 6.8 where there has been a breach of the Conditions of Issue (in which case paragraph 9.5 will apply).

7. Lost or Stolen Match Tickets and Season Tickets

- 7.1. Subject to paragraph 7.3, WP Rugby shall not be obliged to issue a replacement for any lost, stolen, defaced or destroyed Match Ticket or Season Ticket.
- 7.2. In the event that a Season Ticket is not available for presentation at any individual Match, WP Rugby shall not be obliged to admit the holder or issue any other form of ticket for that Match. If, at WP Rugby's sole discretion, a duplicate Match Ticket is issued, WP Rugby may require payment of a reasonable administration charge.
- 7.3. If a Season Ticket is irreparably damaged, lost, stolen or destroyed, a duplicate Season Ticket shall be issued by WP Rugby as soon as reasonably practicable after the payment of a reasonable administration charge. Only one such duplicate Season Ticket will be issued per Season and the Season Ticket Holder will be required to sign a document confirming that the original Season Ticket is irreparably lost, stolen or destroyed and indemnifying WP Rugby against any direct or indirect consequences of any false representation or statement to WP Rugby.
- 7.4. If a Season Ticket is lost and a replacement Season Ticket is issued to the Season Ticket Holder by the WP Rugby ticket office, a non-refundable administration fee of R150.00 will be levied.
- 7.5. Should any Season Ticket or Match Ticket not arrive in the normal course after purchase (if the option for receipt by courier has been selected), the purchaser will be required to sign a

document confirming this and undertaking to immediately return the missing Match Ticket or Season Ticket to WP Rugby should it come into the purchaser's possession at any time.

8. Change of Email Address

All Season Ticket Holders must notify WP Rugby as soon as reasonably practicable following a change of email address by emailing rmaritz@wprugby.co.za.

9. Breach of Conditions of Issue

9.1. By way of example only (and without limitation), the following shall constitute breaches of the Conditions of Issue:

- 9.1.1. failing (at WP Rugby's sole discretion) and whether at the Ground, travelling to or from a Match or otherwise, to act at all times in an acceptable or civil manner, including (without limitation):
 - 9.1.1.1. using aggressive, threatening, foul, obscene, abusive, indecent or discriminatory language or behaviour;
 - 9.1.1.2. chanting anything of an offensive, immoral, obscene, abusive, indecent, political or discriminatory nature;
 - 9.1.1.3. fighting or engaging in and/or inciting violence; or
 - 9.1.1.4. acting in a manner which in WP Rugby's reasonable opinion is prejudicial to or offends WP Rugby or its player(s), officer(s), staff/employee(s), member(s), Supporter(s) or commercial partner(s) or any individual, group or corporate entity connected to WP Rugby;
- 9.1.2. failure to observe the directions, instructions and/or requests of any steward, employees, or agents acting for or on behalf of WP Rugby, or any police officer;
- 9.1.3. smoking in any area within the Ground, including (without limitation) the seated areas, concourses and toilets;
- 9.1.4. bringing into the Ground (or using within the Ground): illegal drugs, other illegal substances, fireworks, firecrackers, smoke canisters, air horns, Vuvuzelas, flares, laser devices, bottles, glass vessels, cans, poles, knives or any item that is or may be hazardous or dangerous or might be used as a weapon or compromise public safety;
- 9.1.5. persistent standing in seated areas whilst a Match is in progress (though WP Rugby makes no representation that supporters will not stand during periods of the Match or that views will not be obstructed by other supporters);
- 9.1.6. straying from the allocated seat or blocking an aisle or concourse to and from the Ground exits;
- 9.1.7. entering the playing area or any adjacent area to which spectators are not generally admitted without lawful authority or excuse;
- 9.1.8. failure to comply with any supporters' code of conduct or any COVID-19 rules or regulations which may apply;
- 9.1.9. sale (or advertising a sale) or transfer of a Match Ticket or Season Ticket other than as permitted by these Conditions of Issue;
- 9.1.10. providing any information to WP Rugby at any point that is false, materially incomplete or misleading (or which the WP Rugby has reasonable grounds to believe may be false, materially incomplete or misleading);

- 9.1.11. misrepresentation during the purchase of a Match Ticket or Season Ticket (including the provision of personal information which is false or inaccurate);
 - 9.1.12. constituting (or potentially constituting), in WP Rugby's reasonable opinion, a source of danger, nuisance or annoyance to any other person while at the Ground;
 - 9.1.13. the throwing of any object within the Ground that may cause injury, damage, distress or annoyance to people or property without lawful authority or excuse;
 - 9.1.14. attempting to enter the Ground or being inside the Ground whilst being (or appearing to be) intoxicated by alcohol or drugs or being in possession of any intoxicating drug, liquor, or bottle, can or other portable container and which could cause damage or personal injury, when entering the Ground or in a public area of the Ground from which the relevant event can be directly viewed;
 - 9.1.15. carrying, holding, unfurling or presenting any banner, in whole or in part, at any time (whether acting on an individual or collective basis and whether at a Match, the Ground or otherwise) which is, or may reasonably be considered to be, offensive, immoral, foul, obscene, abusive, indecent or political;
 - 9.1.16. obstructing gangways, access ways, entrances and exits, stairways and like places or climbing on any structures at the Ground;
 - 9.1.17. entering into any part of the Ground designated for the use of any group of Supporters to which you do not belong;
 - 9.1.18. the supply of any misleading or incorrect information to any WP Rugby officer, employee or agent;
 - 9.1.19. the failure to pay any sum owing to WP Rugby (or any third party) including, without limitation, in respect of any Season Ticket or Match Ticket;
 - 9.1.20. any breach of the WP Rugby Ticketing Policies;
 - 9.1.21. any breach of the Rugby Regulations;
 - 9.1.22. any breach of the Ground Regulations; and
 - 9.1.23. making or conspiring to make multiple applications and/or holding multiple Season Tickets.
- 9.2. WP Rugby reserves the right, without liability, to conduct (either itself or via a third party) security searches of the person and possessions of any person where it has reason to believe that a breach of these Conditions of Issue has occurred or may occur including (without limitation) those breaches set out in paragraph 9.1.
- 9.3. WP Rugby reserves the right, without liability, to suspend any individual, including without limitation any Ticket Holder or Season Ticket Holder where it believes that such individual may have committed a breach of these Conditions of Issue, or that a breach of these Conditions of Issue may have been committed by a Ticket Holder or Season Ticket Holder connected or associated with that individual, pending any investigation (whether by WP Rugby and/or any third party) in respect of the same. WP Rugby may take any of the steps set out at paragraph 9.4 in respect of any suspended individual until such time as all investigations have been concluded to WP Rugby's satisfaction. For the avoidance of doubt, once such investigation against the suspended individual has been concluded, WP Rugby may continue to enforce or take (as applicable) any of the steps set out at paragraphs 9.4 and/or 9.5 against such individual upon the terms set out therein.

- 9.4. Without prejudice to any other remedies it may have, in the event that WP Rugby believes or determines (as applicable) that a breach of the Conditions of Issue has occurred or in the event of the cancellation of a Match Ticket or Season Ticket, WP Rugby reserves the right in its absolute discretion acting reasonably or otherwise to, without liability:
- 9.4.1. determine that any Match Ticket or Season Ticket shall be automatically null and void;
 - 9.4.2. withdraw all or some of the rights and benefits conferred by the Match Ticket or Season Ticket for a particular period of time or permanently;
 - 9.4.3. require that a Match Ticket or Season Ticket be returned to WP Rugby;
 - 9.4.4. refuse entry to or eject the Ticket Holder from the Ground;
 - 9.4.5. exclude the Ticket Holder from any membership scheme maintained or organised by WP Rugby and/or disqualify the Ticket Holder from applying for or receiving any Match Ticket and/or Season Ticket;
 - 9.4.6. exclude the Ticket Holder from entering the Ground (whether alone or as the Guest of another Ticket Holder);
 - 9.4.7. prevent the Ticket Holder from using any of the benefits or rights associated with being a Ticket Holder; and/or
 - 9.4.8. revoke any loyalty points acquired by a Season Ticket Holder in accordance with paragraph 10.2,
- subject to such individual's right of appeal as detailed below, WP Rugby will use its reasonable endeavours to inform the individual of any such action (and the grounds upon which it is based) within a reasonable period of implementation.
- 9.5. Subject to such individual's right of appeal as detailed in paragraph 12, in the event that WP Rugby determines that a breach of these Conditions of Issue has taken place and/or takes any of the steps in paragraph 9.4 against a Ticket Holder:
- 9.5.1. any individual who is subjected to a withdrawal of the rights and benefits conferred by a Match Ticket or Season Ticket may not transfer such rights and benefits in accordance with these Conditions of Issue, but may be provided with a pro-rated refund on request (at the discretion of WP Rugby in circumstances where WP Rugby is unable to resell any unused Match Ticket or Match Tickets equating to the unused portion of a Season Ticket);
 - 9.5.2. WP Rugby may commence court proceedings against the Ticket Holder for any loss or damage caused by such breach including, without limitation, any injunctive or equitable relief; and
 - 9.5.3. at WP Rugby's discretion, it may notify any third parties (including, without limitation, other rugby franchises, event holders and law enforcement or rugby authorities) of any Ticket Holder's exclusion and/or disqualification (together with the reason(s) for such exclusion and/or disqualification).
- 9.6. Without prejudice to paragraph 9.4, any Match Ticket obtained or used in breach of the applicable Conditions of Issue shall automatically be void and will result in the Ticket Holder being refused entry to or ejected from the Ground and/or the cancellation and withdrawal of the Match Ticket, without compensation.

10. Exclusion of Liability

- 10.1. WP Rugby is responsible to you for foreseeable loss and damage caused by it. If WP Rugby fails to comply with these Conditions of Issue, it is responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or WP Rugby's failing to use reasonable care and skill, but WP Rugby is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both WP Rugby and you knew it might happen, for example, if you discussed it with WP Rugby during the sales process.
- 10.2. In no event shall WP Rugby be responsible for loss of enjoyment, loss of a chance, loss of time, travel costs, loss of business, business interruption, loss of business opportunity or accommodation costs and to the maximum extent permitted by law, WP Rugby hereby excludes any liability for loss, injury or damage to persons/property in or around the Ground. WP Rugby does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.
- 10.3. Before using any Match Ticket or Season Ticket and attending any Match, you shall be responsible for assessing the risk of contracting COVID-19 (and similar diseases) and whether it is appropriate for you to attend that Match, factoring in your age and any health conditions and vulnerability. You acknowledge and agree that, save as set out above, WP Rugby shall not be liable to you whether in contract, tort (including negligence), breach of statutory duty or otherwise, if you contract COVID-19 (or similar diseases) whilst attending a Match.
- 10.4. Neither WP Rugby nor SARU, nor any competition organiser, shall be responsible for any interruptions and/or restrictions to the view of the Match caused by virtue of the:
 - 10.4.1. position of the seat; or
 - 10.4.2. actions of other spectators.

11. Right of appeal

- 11.1. Any individual subject to any sanctions imposed in accordance with these Conditions of Issue and the WP Rugby Ticketing Policies shall, ordinarily, have the right of appeal as follows:
 - 11.1.1. Appeals must be lodged within 14 days of the date of the decision by email to rmaritz@wprugby.co.za.
 - 11.1.2. Appeals should include full written grounds and make clear whether the appeal is against the decision to impose a sanction or the length of the sanction (or both).
 - 11.1.3. Appeals will be dealt with on the papers and personal hearings will not be permitted. The appeals body will meet within 21 days of receipt of the appeal
 - 11.1.4. and a decision will be communicated in writing within a further 14 days. The decision of the appeals body is final and there is no further right of appeal.
 - 11.1.5. WP Rugby reserves its right (acting reasonably) to disapply or depart from this procedure at its absolute discretion.

12. Governing Law and jurisdiction

- 12.1. These Conditions of Issue shall be governed by and construed in accordance with the laws of South Africa.
- 12.2. Any dispute or matter (including, without limitation, non-contractual disputes) under or in connection with these Conditions of Issue shall be subject to the exclusive jurisdiction of the Western Cape Division of the High Court of South Africa.

13. General

- 13.1. WP Rugby reserves the right in its absolute discretion to change these Conditions of Issue from time to time, and shall duly make notification of such changes in the event that they materially affect the consumer rights of any Ticket Holder.
- 13.2. The invalidity or partial invalidity of any provisions of these Conditions of Issue shall not prejudice or affect the remainder of these Conditions of Issue, which shall continue in full force and effect.
- 13.3. WP Rugby may transfer this agreement to someone else. WP Rugby may transfer its rights and obligations under these Conditions of Issue to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Conditions of Issue.
- 13.4. You may only transfer your rights or your obligations under these Conditions of Issue to another person in accordance with the terms above.
- 13.5. Nobody else has any rights under these Conditions of Issue. Any contract entered into pursuant to these Conditions of Issue is between you and WP Rugby. No other person shall have any rights to enforce any of its terms.
- 13.6. Even if WP Rugby delays in enforcing these Conditions of Issue, WP Rugby can still enforce them later. If WP Rugby does not insist immediately that you do anything you are required to do under these Conditions of Issue, or if WP Rugby delays in taking steps against you in respect of your breaching these Conditions of Issue, that will not mean that you do not have to do those things and it will not prevent WP Rugby taking steps against you at a later date.
- 13.7. If you have been in touch and are unhappy with WP Rugby's resolution of any dispute with you, please let WP Rugby know. If you remain unhappy with any final resolution, issues may then be escalated to the South African Rugby Union. SARU's contact details can be found at www.springboks.rugby.

14. Definitions

- 14.1. In these Conditions of Issue, words and phrases shall mean as follows:
 - 14.1.1. **"Ground"** means DHL Cape Town Stadium and its environs and all other locations owned, occupied or used by WP Rugby at which its Teams may play Matches.
 - 14.1.2. **"Guests"** means family members or friends of the Ticket Holder.
 - 14.1.3. **"Home Match"** means any Match in which a Team participates that takes place at the Ground.
 - 14.1.4. **"Home Match Ticket"** means a printed paper ticket or an electronic ticket (and/or any rights arising out of or in connection with the foregoing) for admission to a Home Match.

- 14.1.5. **“Junior”** means age-group representative at u19, u20 or u21 as applicable.
- 14.1.6. **“Match(es)”** means any rugby match in which a Team participates and that takes place at a Ground including the period immediately prior to or following such match.
- 14.1.7. **“Match Ticket”** means any Home Match Ticket.
- 14.1.8. **“Minor”** means any individual who is under the age of 21.
- 14.1.9. **“Relevant Finals Match”** means any grand final match in a domestic, European or global competition played by any Team representing WP Rugby.
- 14.1.10. **“Rugby Regulations”** means the rules and regulations of SARU, World Rugby, SANZAAR, European Professional Club Rugby and Pro Rugby DRC (or any other applicable governing body) as may be applicable from time to time and from Match to Match.
- 14.1.11. **“Season”** means each South African rugby season which commences on 1 September and ends on the following 31 August (or such other dates as may be specified by the relevant rugby governing bodies from time to time) and the term **“Seasonal”** shall be construed accordingly.
- 14.1.12. **“Season Ticket”** means a WP Rugby season team card issued specifically to a Season Ticket Holder which acts as a ticket (without the need for a printed paper ticket) for admission to Matches played by the relevant Team at the relevant Ground in a particular Season.
- 14.1.13. **“Season Ticket Holder”** means a person holding a current and valid Season Ticket.
- 14.1.14. **“Season Ticket Renewal Date”** means such date as shall be specified on the applicable WP Rugby Season Ticket renewal notice (initially emailed to existing Season Ticket Holders and thereafter available on <https://iamastormer.com/>).
- 14.1.15. **“Supporter”** means a genuine supporter of WP Rugby.
- 14.1.16. **“Supporters Club”** means any official WP Rugby Supporters club established and registered in accordance with the Supporters Club Ticketing Policy.
- 14.1.17. **“Supporters Club Ticketing Policy”** means the WP Rugby Supporters Club Ticketing Policy as may be updated by WP Rugby from time to time.
- 14.1.18. **“Team”** means a team representing WP Rugby (whether Men’s, Women’s or Junior).
- 14.1.19. **“Ticket Terms and Conditions”** means those terms and condition printed on the specific Match Ticket.
- 14.1.20. **“Ticket Holder”** means any Season Ticket Holder or anybody holding, purchasing, applying for or requesting a Match Ticket (as the case may be) and any reference to "Ticket Holder" in these Conditions of Issue shall, save where specified or where the context does not permit, be deemed to include the Ticket Holder’s Guest(s).
- 14.1.21. **“WP Rugby Ticketing Policy”** means WP Rugby’s Ticketing Policy as may be updated by WP Rugby from time to time.