

# CAPE TOWN SEVENS MEMBERSHIP PROGRAMME

1 September 2019

## MEMBERSHIP PROGRAMME SUMMARY

### 1. About

The Cape Town Sevens Membership Programme (the “**Membership Programme**”), is established to: (i) reward loyal Cape Town Sevens patrons attending the HSBC World Event Cape Town Sevens staged and hosted in Cape Town, South Africa during December of each year (“**Event**”) and (ii) facilitate the ticket purchase process for such patrons.

The eligibility to participate and receive the benefits of the Membership Programme, is offered at the sole discretion of South African Rugby Union (the “**Company**”). The Membership Programme rewards its Members with exclusive membership benefits relating to the Event.

Participation in the Membership Programme is subject to the terms and conditions, rules, regulations, policies, procedures and decisions that the Company (or its authorised Ticketing Agent), in its sole discretion, adopts from time to time (collectively, the “**Terms and Conditions**”). In the case of any conflict or ambiguity, the terms and conditions as set out in this Membership Programme shall prevail over the Terms and Conditions and/or any conditions prescribed by the Ticketing Agent.

All capitalised terms used in this Membership Programme shall have the meaning given to them in Annexure A below.

### 2. Membership eligibility

The Company will identify and invite patrons who have previously purchased tickets and attended the Event. Priority will be given to those patrons based on the number of Events such patron has previously attended i.e. Loyalty members from

2018, have increased chances and/or priority to be considered for membership in 2019. The Company reserves the right, in its sole discretion, to exclude patrons from the Membership Programme and those excluded patrons shall have no recourse against the Company.

### **3. Membership benefits**

Members will enjoy the following benefits:

***Guaranteed seats for the Events.*** Members will be given the right to buy up to a maximum of 10 (ten) tickets for each day of the Event, via the “members-only” ticket presale.

***First choice to tickets available.*** The “members only” ticket presale will provide Members with an opportunity to select seats at a stand of their choice, prior to any public ticket sales being offered for sale to the general public.

***Block booking.*** Depending on seat availability, Members will be entitled to block book a maximum of 10 (ten) consecutive seats as may be required by the Member.

***Private access to exclusive content.*** Members will have access to secured and exclusive content relating to the Event, these will be communicated by the Company from time to time via email or text message.

***Exclusive partner offers.*** The Company will offer Members exclusive access to commercial partner products and services during the Event and via electronic communication prior to and after the Event. These may include discounts on selected merchandise or beverages on match day. Where applicable these discounts will be communicated to the Members by the Company or its partners, subject to availability only.

#### **4. Registration and ticket purchase process**

**Step 1:** The patron will receive an email and or text message from the Company inviting to update or confirm their personal details.

**Step 2:** Once the patron has updated or confirmed their personal details. The patron will receive an electronic email or text messages inviting the patron to purchase tickets using the unique code sent with the electronic email or text message.

Members who by any chance fail to receive an electronic email or text message, members are able to go onto [www.CapeTown7s.com](http://www.CapeTown7s.com), where they will be able to fill in a form with their updated or correct their existing personal information. Patrons will also be able to verify their membership online. Once this process has been completed, the Member will be issued with a unique code which they can use to renew their membership and buy tickets.

By purchasing tickets the member will be deemed to have accepted the terms and conditions, however, the Member will be required to opt in to receiving future marketing and promotional communication relating to the Membership Programme.

#### **5. Membership Subscription**

For a Members' Membership to remain valid, the Member must purchase a ticket for any of the games, and pay a Subscriber Fee of R75 (seventy five rand) per ticket purchased in addition to the applicable ticket price. For avoidance of any doubt the Subscriber Fee is payable for each ticket purchased by the Member i.e. 2 tickets = R150 Subscription Fee is payable.

#### **6. Membership tenure**

Membership of the Membership Programme will be valid for a period of 12 (twelve) months commencing on 1 July of each year and terminating on 31 June of the

following year. Membership benefits are only valid for membership period of 12 (twelve) months and Members will not be entitled to automatic renewal of membership in the subsequent year. Future Membership benefits and membership participation will remain at the sole discretion of the Company from time to time.

## **7. Membership renewal**

Prior to termination of any Members' membership, Members will be contacted by the Company, on an annual basis, to re-apply and renew their membership / participation in the Membership Programme. A Members' membership will only be renewed if the Company receives payment of the Membership Fee on or before the stipulated deadline, failing which that Member's membership shall automatically be cancelled. For avoidance of any doubt current or previous membership of the programme does not guarantee the member's Membership Programme does not guarantee that such a member's membership will be renewed.

## **8. Transfer of ownership**

The Membership Programme and associated benefits shall at all times remain the property of the Company. The Membership Programme and associated benefits are strictly non-transferable and may not be sold or offered, exposed or made available for sale, or transferred or otherwise disposed of. Only registered Members will be able to make changes to its Members' account or claim any of the associated benefits.

## **9. Refunds and Cancellation**

Members will have a period of 7 (seven) days ("Cooling-off Period") after paying the Membership Fee, to cancel their Membership to the Membership Programme.

After the Cooling-off Period, members must give the Company a 30 (thirty) calendar days, if such a member wishes to cancel their membership. Such

Member shall forfeit the entire Membership Fee, and the benefits associated with the Membership Programme.

Upon the cancellation of membership, Members will forfeit all benefits associated with the Membership Programme, save for any match tickets purchased for the Event.

## **TERMS AND CONDITIONS**

**PLEASE READ CAREFULLY.** By participating in the Membership Programme, you accept and agree to follow the terms and conditions governing the Membership Programme, including any changes the Company makes to these terms and conditions or the Membership Programme. Any Member who registers, purchases, possesses, uses or attempts to use any tickets shall be deemed to have accepted and agreed to comply with the terms and conditions of the Membership Programme.

**1. Binding Acceptance. This is a binding agreement.** Upon registration to Membership Programme and/or by otherwise participating in the purchasing of tickets via the Membership Programme, you are agreeing to the terms and conditions of the Membership Programme. The Company reserves the right to change, modify, amend, limit or cancel (from time to time and without notice): (i) the terms and conditions to the Membership Programme; (ii) the Membership Programme; and (iii) the use and enjoyment of the associated benefits afforded in terms of the Membership Programme.

**2. Eligible Members.** Members must be over the age of 18 (eighteen) years. The Company reserves the right to terminate or suspend the membership of any Member at any time.

**3. Website Access and Credentials.** A Member may access the Membership Programme and engage in associated Membership Programme transactions by logging into the website using the Member's unique password. When logging in for the first time and/or from time to time thereafter, a Member may be asked to verify personal information or accept the terms and conditions of the Membership Programme. The Company is in no event liable for verification, protection or security of the passwords or for any third party's unauthorised use of and/or misappropriation of a Member's benefits. Each Member is responsible for the security of his or her password and ensuring the accuracy of his or her Membership Programme account.

**4. Limitations of liability.** The Company shall not be liable for any amount greater than the Membership Fees paid by any Member, as a result of, or in conjunction with his or her membership.**5. The Company is not responsible for any loss or injury.** Under no circumstances, including as a result of its negligent acts or omissions or those of its staff, servicers, agents, contractors, partners or other persons for whom in law it may be liable, will the Company be liable for any loss, injury or damage of any nature which the member, its beneficiaries or any third parties may sustain as a result of engagement in the Membership Programme. By agreeing to these rules, the member, its beneficiaries and any third parties indemnify the Company and the Membership Programme accordingly.

The Company and the Membership Programme cannot guarantee the availability, accessibility, accuracy, or proper functioning of the Company or Membership Programme application platform nor that it will function error-free. It is possible that submissions may not be successfully processed or executed because of errors or failures, whether caused by you, the Membership Programme, the Company or other factors related to our partners or third-party providers. The Company or the Membership Programme is not responsible for any unauthorised human or technical intervention nor is liable or otherwise responsible for any transaction that is not properly processed, executed, saved or transmitted, regardless of the cause of the problem. No warranty is made that the Membership Programme's or the Company's software's functionality or services will be uninterrupted or error-free. In the event of any conflict between the applicable software and the rules relating to any benefit to which the software pertains, the rules governing such benefit shall prevail.

**6. Ticket benefits.** When using a benefit that constitutes a ticket to an Event, the tickets shall be subject to the same terms and conditions as those generally applicable to other ticket holders including, without limitation, all retained rights of revocation, cancellation, non-renewal and ejection. Without limiting the meaning

of the preceding sentence, the Company reserves, on behalf of itself and applicable third party event promoters, the right to exclude or eject, without liability, any and all unruly, rowdy or disruptive persons attending the Event using the Member's tickets and the Member shall be fully responsible for any damages or expenses, direct or indirect, incurred by the Company and its affiliates as a result of such disruptive behaviour and/or ejection. In no event may any Member sell or use any of the furnished tickets in connection with any media promotion (including, but not limited to, newspaper, magazine, Internet, television or radio) without the Company's prior written consent.

**7. Ticket Purchase and Delivery.** Tickets may only be purchased from the Company or via its Ticketing Agent or through any other sale or transfer mechanism authorised in writing by the Company.

The Company reserves the right to issue tickets in hard copy or via email as e-tickets. If any tickets have not been received 7 (seven) days before the Event, it is the responsibility of the Member to contact the relevant customer service centre.

It is the responsibility of the Member to check the ticket and booking confirmation and immediately inform the Company or the Ticketing Agent of any inaccuracies.

The Company reserves the right to not replace or accept any ticket that has been lost, stolen, forgotten, damaged, altered, defaced or forged (in whole or in part) or any ticket which is unreadable or incomplete.

**8. Non-transferability.** The Membership Programme and associated benefits shall at all times remain the property of the Company. The Membership Programme and associated benefits are strictly non-transferable and may not be sold or offered, exposed or made available for sale, or transferred or otherwise disposed of. The Company reserves the right to cancel without refund any Members' membership whom it believes plans to resell or who has resold its Membership Programme and associated benefits. Only registered Members will be able to make changes to its Members' account or claim any of the associated



benefits. Acceptance to the Membership Programme does not confer any rights (by implication or otherwise) on a Member to use, alter, copy or otherwise deal with any of the symbols, trademarks, logos and/or intellectual property appearing on the tickets and/or available in the Membership Programme.

**9. Revocation, cancellation and other actions.** The Company reserves the right to discontinue the participation privileges and revoke benefits of any Member who the Company determines, in its sole discretion, has engaged in fraudulent or abusive activity or otherwise used the Membership Programme in a manner inconsistent with the terms and conditions or with any national laws, statutes or ordinances. In addition, the Company shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion. The Company reserves the right to rescind membership benefits credited to an account which were obtained by mistake, fraudulent or unsportsmanlike activity or through technical failures of any kind, including but not limited to, malfunctions, interruptions or disconnections in internet, phone lines, or network hardware or software related to the Membership Programme.

**10. Company rights to membership changes.** The Company reserves the right to change membership policies and prices at any time and for any reason, such as:

provide components of membership purchases, such as policies, prices, or membership benefits, differently to different persons or entities, including without limitation persons who are engaged in reselling tickets (whether licensed to do so or not);

charge an administrative fee in connection with any reissuance of tickets that are lost or stolen or any approved correction or change to membership information; or

refuse to sell future memberships to any individual or entity, including, but not limited to, individuals or entities who:

- fail to comply with any applicable payment deadline or other condition or restriction;
- resell membership and benefits to third parties; or
- engage in, or permit the use of their membership and benefits by any person who engages in, conduct prohibited by Company or stadium policies, including without limitation the Guest Conduct standards.

**11. Consent for use of personal information.** By participating in the Membership Programme, each Member consents to the Company's collection, use and disclosure of the personal information of the Member provided pursuant to the Membership Programme for purposes of administering the Membership Programme, and for purposes of marketing of the service, products of the Company, its affiliates, partners and sponsors to the extent permitted under national governing laws. When you engage with us, you trust us with personal information about yourself, your family, and in some case, your employees. We are committed to protecting your right to privacy. The purpose of this Privacy Statement is to set out how we collect, use, share and otherwise process your Personal Information, in line with the Protection of Personal Information Act ("POPIA").

For avoidance of any doubt:

We, us and our refers to the South African Rugby Union; and

You and your refers to the owner of the Cape Town Sevens membership.

Your personal information refers to personal information about you, your spouse, your dependents, your beneficiaries and your employees (as relevant). It includes information about health, financial status, gender, age, contact numbers and addresses. For purposes of this privacy statement, "personal information" has the meaning ascribed thereto in the Protection of Personal Information Act 4 of 2013.

Process information means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information.

Competent person means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child, for example a parent or legal guardian.

You have the right to object to the processing of your personal information. It is voluntary to accept these terms and conditions. However, we require your acceptance to activate and service your membership. This means that if you do not accept, we cannot activate and service your membership.

We will keep your personal information confidential. You may have given us this information yourself or we may have collected it from other third parties such as service providers, partners or public sources. We will only use the information collected if the law allows us to, or for a purpose set out in this privacy statement. We may require our service providers and partners to process your personal information for specified purposes and in accordance with our instructions, in the event that you share your personal information with any other third parties, we will not be responsible for any loss suffered by you, your dependants, your beneficiaries, your spouse or your employees (if applicable).

You understand that when you include your spouse and/or dependents on your application, we will process their personal information for the activation of the membership/benefit and to pursue their legitimate interest. We will furthermore process their information for the purposes set out in this Privacy Statement.

If you are an employer, you agree to indemnify us against any loss or damage, direct or indirect, that an employee suffers because of the unauthorised use of your employees' personal information, when the processing activities falls under the control of you as an employer. As an employer you also agree to indemnify us in

the event that you misrepresented that you have the legal authority to consent on behalf of a minor.

If you are giving consent for a person under 18 (a minor) you confirm that you are a competent person and that you have authority to give their consent for them.

You agree that we or our 3<sup>rd</sup> party services providers may process your personal information for the following purposes:

The administration of the membership programme;

The provision of any services that you or any dependant on your membership may require;

The provision of relevant information to a contracted third party who require such information to render a service to you or any dependant on your membership and only if such contracted third party agrees to keep the information confidential.

marketing, statistical and promotional; and

to customise our benefits and services to meet your needs.

If a third party asks us for any of your personal information, we will share it with them only if:

you have already given your consent for the disclosure of this information to that third party; or

we have a legal or contractual duty to give the information to that third party;  
or

for risk and fraud prevention purposes.

We have the right to communicate with you electronically about any changes on your membership, including your membership fees or changes and improvements to the benefits you are entitled to as a member.

You have the right to ask us to update, correct or delete your personal information. Where we cannot delete your personal information, we will take all steps to make it anonymous. You agree that we may keep your personal information until you ask us to delete or destroy it. This is unless the law requires us to keep it. We may change this Privacy Statement at any time.

**12. Decision-making authority of the Company.** The Company has the sole right and authority, in its sole discretion, to adjudicate and make all decisions regarding questions or disputes or issues regarding eligibility for the Membership Programme, membership benefits, Member's compliance with the terms and conditions of the Membership Programme and other issues arising in administration of the Membership Programme and such decisions are final and binding on all Members.

**13. Void where prohibited by law.** The awarding of Membership Programme benefits is void where prohibited by the national governing laws.

**14. Non-waiver.** The Company's waiver of any breach of the terms and conditions of the Membership Programme shall not constitute a waiver of any other prior or subsequent breach of the terms and conditions of the Membership Programme. The Company's failure to insist upon strict compliance with the terms and conditions of the Membership Programme shall not be deemed a waiver of any rights or remedies that it may have against any Member or in law.

**15. No legal relationship.** Members' have no legal relationship with the Company or the Membership Programme other than being bound by these terms and conditions and when entitled to do so, receiving any benefits a member may be entitled to.

**16. Severability.** All provisions of these terms and conditions and any annexures shall be independent of each other and deletion from or the invalidity of any such provision or annexure shall not affect the remainder of these terms and conditions.

**17. Entire Agreement.** These terms and conditions constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to these terms and conditions which is not already set out in these terms and conditions.

**18. Governing Law and Dispute Resolution.** These terms and conditions will be governed by and construed in accordance with the laws of South Africa. Should any dispute, disagreement or claim arise between the parties (“Aggrieved Party”) concerning these terms and conditions (“the Dispute”), the parties shall endeavour to resolve the Dispute by negotiations. This entails the Aggrieved Party inviting the other party in writing to meet and to attempt to resolve the Dispute within 10 (ten) days from the date of written invitation. If the Dispute has not been resolved by negotiation within 10 (ten) days of the commencement thereof, the parties shall submit the Dispute for final resolution to arbitration in accordance with the rules of the Arbitration Foundation of Southern Africa NPC. Notwithstanding anything to the contrary in this clause 16, any party shall be entitled to apply for, and if successful, be granted an interdict or other interim and/or urgent relief from a competent court having jurisdiction.

## **ANNEXURE A**

### **DEFINITIONS**

1. “**Event**” means the HSBC World Rugby Cape Town Sevens;
2. “**Company**” means South African Rugby Union (Proprietary) Limited;
3. “**Members**” means those patrons selected by the Company to participate in the Membership Programme;

4. **“Membership Fee”** means the fee payable by the Member to the Company to validly participate in the Membership Programme;
5. **“Membership Programme”** means the Cape Town Sevens Membership Programme;
6. **“Terms and Conditions”** means the terms and conditions, rules, regulations, policies, procedures and decisions that the Company (or its official ticketing agent) adopts and issues from time to time;
7. **“Ticketing Agent”** means the Company’s official ticket sales agent, Computicket South Africa Pty Ltd;