

SOWETO MARATHON

BOOKING FORM

Forms to be completed and returned to SAIL via email scan to bookings@sail.co.za

Company Name _____

Person First Name and Surname _____

Day Time Telephone Number _____

Cell Number _____

Fax Number _____

Email address _____

Company VAT Number _____

Company Registration Number _____

Company Order Number _____

Postal Address _____

Postal Code _____

Accountant's Name _____

Accountant's Telephone Number _____

Accountant's Email Address _____

Please Indicate the Following

FNB STADIUM | 6 November 2022

<input type="checkbox"/> VIP Package	R1 595.00 p/p excl. VAT	No. of packages	<input type="text"/>
<input type="checkbox"/> 31 Seater	R13 950.00 p/p excl. VAT	No. of packages	<input type="text"/>
<input type="checkbox"/> 62 Seater	R27 900.00 p/p excl. VAT	No. of packages	<input type="text"/>

Do you require travel arrangements? YES NO

Please note that all packages are excluding VAT

Dietary Requirements

Subject to a surcharge

<input type="checkbox"/> Kosher	No. of packages	<input type="text"/>
<input type="checkbox"/> Halaal	No. of packages	<input type="text"/>
<input type="checkbox"/> Vegetarian	No. of packages	<input type="text"/>
<input type="checkbox"/> Other (Please Specify) _____	No. of packages	<input type="text"/>

Please note: No booking will be accepted without a signed TERM & CONDITIONS

Thus signed and duly agreed on

Signature _____

Date _____

Signed by (Name and Surname) _____

Initial _____

HOSPITALITY BOOKING- TERMS AND CONDITIONS

1 BOOKING AND CONFIRMATION

- 1.1 The Client warrants to SAIL that all information supplied in the booking form is true and correct.
- 1.2 Upon signing hereof, the Client acknowledges that they have read and agrees to all the terms and conditions contained in this booking form. The Client further agrees to be bound by all the terms contained herein.
Upon signing these terms and conditions herein, this shall constitute an offer by the Client to purchase the Hospitality Packages from SAIL, which offer shall remain valid until accepted by SAIL, unless indicated otherwise in terms of clause 1.6 below.
- 1.3 No provisional bookings will be considered by SAIL.
- 1.4 There are a limited number of packages available for each Event and bookings will be assigned and reserved on a first come first booked basis. All sales of Hospitality Packages are subject to availability at the sole discretion of SAIL.
- 1.5 Upon the signing and submission of the booking form, SAIL will consider the Client's application. SAIL reserves the right to refuse to sell Hospitality Packages to any person / entity.
- 1.6 If SAIL, in writing, informs the Client that its application for Hospitality Package(s) has been unsuccessful, due to insufficient capacity or for any reason whatsoever, which decision is entirely at SAIL's sole discretion, then the offer shall immediately lapse and the Client shall have no claim for damages (direct or consequential damage), against SAIL as a result of SAIL's inability or decision not to sell any Hospitality Packages to the Client. The Client will be refunded accordingly in these circumstances.

2 CONFIRMATION

- 2.1 SAIL is deemed to have accepted the Client's application for Hospitality Packages upon receiving payment from the Client and it sending a valid tax invoice to the Client in this regard.

3 PAYMENT

- 3.1 The Client shall be liable to pay for the hospitality packages upon submission of the booking form. Payment shall be made by the Client via electronic transfer to a bank account nominated by SAIL. The Payment is only deemed to have been accepted by SAIL upon clearance of the funds.

4 COLLECTION AND RELEASE OF HOSPITALITY PACKAGES

- 4.1 Once the full purchase price for the Hospitality Packages has been received from the Client, SAIL will inform the Client, of the date, time and location where the Hospitality Packages can be collected
- 4.2 Collection must be made by the Client personally or, if collected on your behalf, the company, the representative shall have proof of identity and proof that he/she may collect on the Client's behalf.
- 4.3 When collecting the Hospitality Package, the Client shall ensure that the necessary identification document is provided and presents such identifying document to SAIL for purposes of confirming that he / she is the person reflected in the booking form.
- 4.4 For security reasons, SAIL does not post / courier any Hospitality Packages to any Client, nor does SAIL deliver any Hospitality Packages to any Client, unless otherwise agreed by SAIL. If the Client has specifically requested SAIL, in writing, to post / courier the Hospitality packages to the address provided by the Client, then SAIL will not be liable for any damages/ loss and will be absolved of any responsibility or fault should such parcel / mail containing the Hospitality Package be misplaced by the postal office or the courier company. The Client shall be responsible for the costs of posting / couriating the Hospitality Costs and must be paid immediately upon request by SAIL, failing which SAIL will not post / courier the parcel to the Client. SAIL will not replace any general access tickets that have been lost, destroyed or misplaced by the Client, for any reason whatsoever.

5 INFORMATION AND PRICING

- 5.1 Whilst every effort will be made to ensure the accuracy of the information contained in the website or brochure, such information is subject to alteration at any time without prior notice and SAIL will not be bound to comply exactly therewith.
- 5.2 SAIL shall not be held liable for any inaccuracies in any websites or brochures supplied by it and SAIL shall not be held liable for any damages or loss arising out of such faulty information.

6 CATERING AND SPECIAL DIETARY REQUIREMENTS

- 6.1 SAIL will provide and offer catering as well as a variety of alcoholic and non-alcoholic beverages in the suite and hospitality areas dependent on the category of package purchased. All food and alcoholic beverages must be consumed within the hospitality area. It is the Client's obligation to ensure that SAIL is notified on the hospitality booking form, of any special dietary requirements (Vegetarian, Halal or Kosher) whether for himself / herself or for any its guests and invitees at an additional cost, failing which it shall be deemed that no special dietary requirements is necessary.

7 ACCESS TO SUITES AND HOSPITALITY AREA

- 7.1 To gain access to the suite or the hospitality area, the Client shall ensure that the necessary accreditation pass/ticket is worn or presents such accreditation pass/ticket, together with any other document provided to the Client, to the security guard at the Event. No access to the suite or hospitality area will be granted, without the necessary accreditation pass or general access ticket being presented at the security check point
- 7.2 The Client shall ensure that the accreditation pass is worn in an appropriate way (i.e. wrapped around the bearer's wrists or worn around the bearer's

neck) and must be shown to any of SAIL's staff upon request, failing which, SAIL may evict the Client or any of its guests or invitees from the suite or the hospitality area / from the stadium or venue.

- 7.3 Rights of admission to the hospitality areas are reserved by SAIL.

8 CANCELLATION OR POSTPONEMENT OF EVENT

- 8.1 Should the Event, due to force majeure event or for any reason beyond SAIL's reasonable control:
- 8.1.1 be cancelled and not rescheduled, the Client shall be entitled to 100% refund of the full purchase price of the ticket, provided that:
- 8.1.1.1 SAIL receives a full refund from the event organiser; and
- 8.1.1.2 the Client returns its Hospitality Package tickets to SAIL.
- 8.1.2 be cancelled and postponed to a later date, SAIL shall endeavor to notify the Client of such cancellation and postponed date timeously and:
- 8.1.2.1 where the Client opts to attend the rescheduled Event, issue new Hospitality Package tickets to the Client upon return of the cancelled tickets, at no cost; or
- 8.1.2.2 where the Client is unable to attend the rescheduled Event, and upon notice by Client thereof, refund the Client for the full purchase price of the Hospitality Packages provided that the Client notifies SAIL at Least 30 days before the rescheduled Event and returns, to SAIL, the Hospitality Package tickets
- 8.2 Where the Event is cancelled 36 (thirty six) hours or less, before the Event, SAIL shall refund 50% (fifty percent) of the full purchase price of the Hospitality Package.
- 8.3 Where the Event is again postponed or cancelled for any reason whatsoever, then it shall be deemed that the Event has been cancelled and SAIL will refund 25% (twenty five percent) of the full purchase price of the Hospitality Package to the Client.

9 NON PAYMENT AND CANCELLATION BY THE CLIENT

- 9.1 **If the Client fails or omits to pay the full amount reflected in the invoice and within the time period stipulated in clause 3, it shall constitute a cancellation by the Client and SAIL shall be entitled to claim cancellation fees on the same basis as set out in clause 9.2. In this case SAIL shall be entitled in its sole and absolute discretion to deal with the Hospitality Packages as it may deem fit and charge a cancellation fee in line with this clause 9.2.**
- 9.2 **If the Client wishes to cancel the Hospitality Package, after SAIL has confirmed the booking in terms of clause 2, then SAIL shall be entitled to charge cancellation fee as follows:**
- 9.2.1 **if the Client notifies SAIL of the cancellation, more than 30 (thirty) Days prior to the Event then SAIL shall levy no cancellation fee and the Client shall receive a full refund of the purchase price of the Hospitality Package. (Refunds shall be paid 30 days from cancellation); and**
- 9.2.2 **if the Client Notifies SAIL of the cancellation less than 7 (seven) days prior to the Event SAIL shall charge 100% cancellation fee and the Client will receive no refund whatsoever.**
- 9.3 All cancellation of the Hospitality Package by the Client in terms of clause 9.2 must be given in writing to SAIL.
- 9.4 Should the Client wish to reverse the cancellation in terms of clause 9.2, then this shall be in the sole operational discretion of SAIL

10 RESTRICTIONS

- 10.1 The Client shall not be entitled to transfer the Hospitality Packages acquired by it to any third party. The Client is prohibited from advertising and on selling Hospitality Packages and/or host a competition wherein the Hospitality Packages is included as a prize, unless otherwise agreed by SAIL, in writing, which decision is within SAIL's sole and absolute discretion. Any contravention of clause 10.1 by the Client (whether intentionally or otherwise), SAIL shall be entitled to withdraw the Hospitality Package and evict the Client, its guests, invitees as well as the person who have gained access to the hospitality area illegally.
- 10.2 The Client is prohibited from selling any item, merchandise or goods within the suite or hospitality area, unless otherwise agreed by SAIL, in writing which decision is within SAIL's sole and absolute discretion. Offenders will have their item, merchandise or goods removed without compensation and the Client, its guests, invitees will be evicted from the suite or hospitality area.
- 10.3 The Client is prohibited from smoking in the suite or in the hospitality areas. The Client hereby indemnifies SAIL against any prosecution or penalties that may be instituted or imposed by any competent authority as a result of contravening the Tobacco Control Act (as amended)
- 10.4 SAIL abides and adheres to the Liquor Control Act (as amended), accordingly is prohibited by law to serve alcohol to any person under the age of 18 (eighteen). The Client and any of its guests and invitee's shall exercise control and ensure responsible drinking.
- 10.5 SAIL will refuse to serve any alcoholic beverages to any person, should the Client or any of its guests and invitees fail to produce an identity documents (or any other form of identification). The Client or any of its guests and invitees shall be prohibited from knowingly (or reasonably should of known) serving, giving or allowing any person under the age of 18 (eighteen) to consume alcoholic beverages. **The Client or any of its guests and invitees hereby indemnifies the venue owner, the suite owner and SAIL, its employees, agents, representatives or suppliers, (i) against any prosecution or penalties that may be instituted or imposed by any competent authority as a result of the Client or any of its guests**

and invitees contravening the provisions of the Liquor Control Act (as amended (ii) against any injury or death suffered by any third party as a result of assault or physical altercation by the Client or any its guests and invitees intoxicated by alcohol and (iii) against loss of income or damages suffered as a result of the Liquor Control Board revoking, cancelling / withdrawing the venue owner, the suite owner or SAIL's existing liquor license or as a result of the Liquor Control Board's refusal to grant the venue owner, the suite owner or SAIL any liquor license in the future due to the Client or any of its guests and invitees contravening the Liquor Control Act (as amended).

- 10.6 The Client is prohibited from advertising the Hospitality Package through any medium for financial gain or to acquire any form of commercial exposure which would otherwise misrepresent or give a false impression to the general public that the Client is in any way associated with the Event, SAIL or the promoters of the Event, unless otherwise agreed by SAIL, in writing, which decision is within SAIL's sole and absolute discretion.
- 10.7 The Client shall have no right to use the official logo, official designations or name of the Event, SAIL or the Promoter, unless otherwise agreed by SAIL, in writing, which decision is within SAIL's sole and absolute discretion.
- 10.8 The Client is further prohibited distributing or exhibiting any promotional materials or commercial items of whatever nature during the Event, unless otherwise agreed by SAIL, in writing, which decision is within SAIL's sole and absolute discretion. Offenders will have their promotional materials or commercial items removed without compensation and the Client, its guests, invitees will be evicted from the suite or hospitality area.

11 PARKING

- 11.1 If the Hospitality Package includes a parking ticket, then the Client acknowledges that he / she / it parks their vehicles at their own risk.

12 CHILDREN AND MINORS

- 12.1 The Client or any of its guests and invitees shall ensure that any children and minors that accompany them to the Event are well supervised at all times.
- 12.2 The Client shall at all times be responsible for the safety of the children and minors that are accompanying the Client or any of its guests and invitees. **SAIL shall not be held liable for any injury or death of any minor or child, irrespective of whether such injury or death is caused by the negligence, omission or fault of SAIL or any of its employees, agents, representatives, suppliers or sub-contractors.**

13 RISK AND INDEMNITY

- 13.1 **The Client and its guests and invitees enter the suite or the hospitality area entirely at his / her / its own risk. SAIL, its employees, officers, agents shall under no circumstances be held liable for any injury, death, damages or loss of property suffered by the Client or any of his / her / its guests or invitees, arising from any act, or omission by SAIL, its employees, officers, agents and the Client hereby irrevocably indemnifies SAIL against such claims, loss or damages.**

14 DAMAGES

The Client undertakes to pay all costs of repairing, restoring or replacing any proven damage to any part of the suite or hospitality area caused by any act, default, omission or neglect of the Client, his / her / its guests and invitees, within 7 (seven) Days of receipt of an invoice from SAIL.

15 FORCE MAJEURE

- 15.1 If SAIL is prevented by force majeure from complying with its obligations in terms of these Terms and Conditions, then the Client shall have no claim of any nature whatsoever against SAIL arising out of its consequent failure to provide hospitality services. For the purposes of this clause, a force majeure shall, without limitation of the generality of the foregoing, be deemed to include any act of God, epidemic/pandemic, strikes, lock outs, any labour / industrial actions, fire, explosions, terrorist attacks, war (whether declared

or not), civil war, coup d'etat, invasion, any hostile acts of foreign enemies, riot, civil insurrection, military uprising, insurrection, rebellion, revolution, military or usurped power, flood, earthquake, lightning, action, intervention or decree of local or national government, interruption of services, such as water and electricity or any other cause beyond the reasonable control of the party affected.

16 GENERAL

- 16.1 This Terms and Conditions together with the Hospitality application form constitutes the entire agreement between the parties and no terms, conditions representations, warranties or variations not contained herein shall be binding upon the parties unless agreed by the parties in writing.
- 16.2 Should SAIL institute action against the Client pursuant to a breach of the Client of this Terms and Conditions, then without prejudice to any other rights which SAIL may have, SAIL may recover from the Client all proven legal costs incurred by it, including party and party costs, tracing fees and such collection commissions as SAIL is obliged to pay its attorneys
- 16.3 SAIL may cede and assign its right and obligations under these Terms and Conditions or in terms of the hospitality booking form. The Client shall not be entitled to cede any of its rights or delegate any of its obligations under this Terms and Conditions or in terms of the hospitality booking form, to any third party, without the prior written consent of SAIL.
- 16.4 The Client warrants that he is duly authorised to make this booking, where the booking is made on behalf of another, and bind such persons.

17 POPIA

- 17.1 **SAIL understands that your personal information is important to you and that you may be apprehensive about disclosing it. Your privacy is just as important to us and SAIL is committed to safeguarding and processing your information in a lawful manner.**

- 17.2 **SAIL would like to make sure that you understand how and for what purpose we process your information. If for any reason you think that your information is not processed in a correct manner, or that your information is being used for a purpose other than that for what it was originally intended, you can contact our Information Officer. You can request access to the information we hold about you at any time and if you think that we have outdated information, please request us to update or correct it.**

Information Officer Details:

Jaco Beukes | jaco@sail.co.za

Deputy Information Officer Details:

Chantelle Fellingner | chantellef@sail.co.za

SAIL will only process your information for the following purposes:

- To process your booking form and payment;
- To provide you with your tickets to the event;
- To provide your details to third party suppliers for the purpose of carrying out the services in relation to your booking;
- To notify you of new products or services that may be of interest to you;
- To confirm, verify and update your details; and
- To comply with any legal and regulatory requirements.

Where we share your information, we will take all precautions to ensure that the third party will treat your information with the same level of protection as required by us. Your information may be hosted on servers managed by a third-party service provider, which may be located outside of South Africa

By agreeing to these terms and conditions you hereby consent to SAIL processing your information for the abovementioned purposes.

I, _____, in my capacity as _____ of the Client, do hereby confirm that I have read and understood these terms and conditions and I hereby agree to abide by same. I further warrant that I am duly authorised to bind the Client to these terms and conditions.

Signature: _____

Duly authorised

Initial_____