



**HEROTICKET (PTY) LTD**

**Website Terms of Use**

**[Revision Date: April 2021]**

## **1. INTRODUCTION**

- 1.1. This website, [www.heroticket.co.za](http://www.heroticket.co.za) (Website), is owned and operated by Heroticket Proprietary Limited, (Registration Number 2017172429/07) a private company registered in the Republic of South Africa ("Heroticket"), being a wholly owned subsidiary of Ticketpro (Pty) Ltd.
- 1.2. Heroticket [referred in these terms of use as "Heroticket" "us", "we", "our"] owns and operates various platforms and all related services ("Services") to facilitate the sale and purchase of tickets and access to a variety of events on behalf of promoters and other relevant third parties as well as the sale of various value-added services and other products [together referred to as "Products"] on behalf of VAS Providers via this Website and other Distribution Channels.
- 1.3. Heroticket provides the information, text, graphics and other materials uploaded, downloaded or appearing on the Website ("Content") to promote, market, inform and offer the sale of Products and Services to visitors to and users of the Website ("you"/ "your").

## **2. TERMS OF USE**

- 2.1. These terms of use ("User Terms") together with our [Privacy Policy](#) describe the rules which govern visitors to and users of this Website and are applicable to your usage of, and interaction with, the Website and are a binding and enforceable contract between you and Heroticket.
- 2.2. **CONSUMER PROTECTION ACT NOTE: Please read these User Terms carefully. Certain of them (indicated in bold) limit our liability or place liability on you. Nothing contained in these User Terms is designed or intended to remove or in any way diminish your rights in terms of the CPA which will always prevail.**
- 2.3. **If you have any queries, please contact us at [info@heroticket.co.za](mailto:info@heroticket.co.za).**

### 3. **BINDING AGREEMENT**

- 3.1. When you visit, browse, and/ or use the Website you are agreeing to comply with and be legally bound by these User Terms and you provide your express consent for your personal information to be dealt with on the terms of the Privacy Policy.
- 3.2. These User Terms apply when you visit the Website for the first time and throughout your use of the Website.
- 3.3. These User Terms apply regardless of whether you purchase Products and/ or Services via this Website or via any other Distribution Channel which is duly authorised to offer, promote and sell the Products and Services on behalf of Heroticket ("Distribution Channels").
- 3.4. The latest version of these User Terms applies each time you visit this Website.
- 3.5. We may amend these User Terms at any time. The version applicable to your contract is the version which is posted on the Website at the time you access, browse, view or use the Website. Each time you use the Website you should check the User Terms to ensure that you agree to them in their current form. Your continued access to or use of the Website and the products and services after amendments are made to the User Terms will be deemed to be your consent to be bound by the User Terms, as amended. If You do not agree to the amended or updated User Terms, you must stop using the Website.
- 3.6. We may immediately terminate these User Terms, or generally cease offering or deny access to the Website, at any time for any reason.
- 3.7. Please note that the User Terms stated in this document refer to the use by you of the Website and are separate from and in addition to any commercial agreement concluded between you and Heroticket or any other third party pursuant to the use of the Website for the purchase of Products and/ or Services.

### 4. **CONTENT**

- 4.1. While we make every effort to update the Content provided on the Website on a regular basis, we make no representations or warranties, whether express, implied in law, or residual, as to the accuracy, completeness or reliability of any Content on the Website.
- 4.2. The Website aims to provide general information regarding the various Products and Services that Heroticket promotes and is not intended to, nor does it constitute, specific advice. Information, ideas and opinions expressed on this Website should not be regarded as the official opinion of Heroticket.
- 4.3. **You shall have no claim against Heroticket for any interruptions or accuracy or reliability of the Content.**
- 4.4. No opinions, research information, data or Content contained on the Website (whether posted by Heroticket or a third party) should be construed as advice. Before making any decision or taking any action that might affect you or your business, you should seek specific, professional advice about the Products and/or Services.

- 4.5. We reserve the right at any time to change or discontinue without notice, any aspect or feature of the Website, any Content and/or any Product or Service offered.

## 5. RESTRICTIONS ON USE

- 5.1. You may only utilise the Content contained on the Website for your own, non-commercial use.
- 5.2. You agree that you will not, other than as provided in these User Terms:
- 5.2.1. remove any copyright, trademark or other proprietary notices from the Website or any portion thereof;
  - 5.2.2. reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Website;
  - 5.2.3. decompile, reverse engineer or disassemble any part of the Website except as may be permitted by applicable law;
  - 5.2.4. link to, mirror or frame any portion of the Website;
  - 5.2.5. cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Website or unduly burdening or hindering the operation and/or functionality of any aspect thereof;
  - 5.2.6. attempt to gain unauthorized access to or impair any aspect of the Website or in respect of related systems or networks; or
  - 5.2.7. use any technology to search and /or gain information from the Website.
- 5.3. You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful or in any manner which violates any right of Heroticket.
- 5.4. You agree that you will not in any way use any device, software or other instrument to interfere or attempt to interfere with the proper working of the Website. In addition, you agree that you will not in any way use any robot, spider, other automatic device, or manual process to monitor, copy, distribute or modify the Website or the Content.
- 5.5. You accordingly agree to indemnify Heroticket against any and all claims arising from the use by third parties of any Content from the Website that they have accessed as a result of your reproduction, redistribution, alteration or transmission of that Content in contravention of these User Terms.**
- 5.6. You must be satisfied that you may lawfully access the Website, read the pages and/or act upon the Content contained in the pages, and **Heroticket accepts no responsibility for your unauthorised access or actions in respect of these matters.**

## 6. REGISTRATION

- 6.1. Some areas of the Website may not be freely accessible. You may be asked to complete a form of registration in order to access other areas of the Website, for example when you want to purchase Products and / or Services (the “Restricted Areas”).
- 6.2. It may be that a charge is payable to obtain access to the Restricted Areas, and if not, Heroticket reserves the right to introduce a charge for such access at any time. If such a charge is introduced, Heroticket may deny access to the Restricted Areas if you do not pay the relevant charges and comply with any further registration requirements that Heroticket may, in its sole discretion, decide to introduce from time to time.
- 6.3. When you register for access to the Restricted Areas, you may be asked to provide certain personal details (“Personal Information”). Heroticket will only use the Personal Information in accordance with its [Privacy Policy](#).
- 6.4. The Website may use cookies to verify the identity of users who have registered to access the Restricted Areas. For further information on this use of cookies, please see the [Privacy Policy](#).
- 6.5. Heroticket reserves the right to terminate your registration to the Restricted Areas and to restrict your access to the Website without notice at any time, provided that, to the extent that the exercise of such right affects your ability to receive or access any information, features or contents for which you have paid or are required to pay any consideration, Heroticket will use its reasonable endeavours to exercise such right on notice to you.
- 6.6. You may cancel your registration with the Website at any time by sending an email to [info@heroticket.co.za](mailto:info@heroticket.co.za).

## 7. **COPYRIGHTS AND TRADEMARK**

- 7.1. All copyright and other intellectual property rights in all Content on our Website and in our communications with you, including but not limited to, copyright, trademarks (both names and logos) all designs, data, text and images, whether registered or unregistered, and registered domain names (altogether , hereinafter referred to as “Intellectual Property”) are either owned by Heroticket or other third parties and their affiliated companies, or are included with permission or license of the relevant owner and are protected by both South African and international intellectual property laws and we and our licensors retain all rights in and to the Intellectual Property.
- 7.2. Any unauthorised use, copying, reproduction, retransmission, distribution, framing, uploading to a third party, dissemination, sale, publication, adaptation, broadcast or other circulation or exploitation or other use or communication to the public of such Content or material or any component thereof will constitute an infringement of such Intellectual Property rights. Heroticket reserves the right to take legal action in respect of such infringement by you.
- 7.3. There are some important rules about copying the Content. You may e-mail, download, or print copies of the materials on this Website, but only for your personal, noncommercial, informational use for purposes of using the Website and purchasing our products and services. No license or right is granted in this regard. When you e-mail, download, or print a copy of the materials on this Website, you must also include all copyright and other notices that are in the materials.

- 7.4. You are not permitted to use any of the trademarks displayed on the Website without the prior written consent of Heroticket or the third party that owns the trademark.
- 7.5. There may be special rules for the use of Content provided on certain parts of this Website. These special rules will be posted near the relevant Content.
- 7.6. **If you use the Content or trademarks on this Website in a way that is not clearly allowed by these User Terms, you are violating your agreement with us and may be violating copyright, trademark, and other laws. In that case, we automatically revoke your permission to use this Website and enforce our intellectual property rights against you.**
- 7.7. Ownership and title to the Content remains with us or with the authors of the Content contained on this Website. All rights not expressly granted are reserved.

## 8. **THIRD PARTY CONTENT AND EXTERNAL LINKS**

- 8.1. This Website may include products, services or content, including advertisements from third parties, or external links to other websites having their own content, or any other third-party content ("Third Party Content") We provide these links for your convenience, but we do not review, control, or monitor the Third-Party Content on any other websites. We are not responsible for the performance of those websites or for your dealings with them. Your use of other websites is subject to the terms of use of those websites, including the privacy policies of those websites.
- 8.2. **You acknowledge that the Third-Party Content –**
  - 8.2.1. **is beyond our control and that any reliance on any representation, statement or information contained in Third Party Content is at your risk;**
  - 8.2.2. **is not verified by us and that we do not determine nor guarantee its lawfulness, accuracy or reasonableness; and**
  - 8.2.3. **may contain representations, statements or information which do not represent the views, opinions or beliefs of Heroticket, its associates, directors, employees or affiliates.**
- 8.3. We are not responsible for and we do not endorse, support or guarantee the quality, reliability or suitability of any such Third-Party Content. Any reliance on or use of such Third-Party Content which is linked from the Website, or any hyperlink contained in a linked website is at your own risk and we are not liable in respect thereof.
- 8.4. **Third Party Content may be subject to its own terms and conditions. It is your responsibility to read and adhere to such additional terms and conditions, including the terms and conditions, privacy policy and any other legal information contained on any third-party website to which you link.**
- 8.5. **Linked Websites may contain information about uses of Heroticket products or services which have not been approved in the country where you reside. We do not control or endorse this information.**

- 8.6. The fact that the Website contains a link to or from a third-party website does not imply or mean that there is any affiliation between Heroticket and the third-party website.
- 8.7. If you wish to create a link to the Heroticket Website, the link must include the Heroticket web address “www.heroticket.co.za”. The name to be used in the link is “Heroticket”.
- 8.8. You agree not to use or display Heroticket’s logo or trademark in any manner without our prior written consent.
- 8.9. Neither this Website nor any of its pages may be included in any other website. Instead, a link to the Website is required at all times. You agree not to present the link to this website in such a way that it is associated with advertising or appears to be an endorsement of any organisation, product, or service. You agree that the link will not appear on a website that a reasonable person may consider obscene, defamatory, harassing, grossly offensive, or malicious. Under no circumstances may you 'frame' this Website or any of its Content or copy portions of this Website to a server.
- 8.10. Heroticket reserves the right to withdraw any permission granted under this clause, to link to the Website, at any time if it is deemed by Heroticket, in its sole discretion, to be in the best interest of Heroticket.

## **9. COMMENTS AND FEEDBACK**

- 9.1. If you have any feedback, comments and ideas in respect of this Website (“Submissions”) and would like to contact Heroticket, please send your Submissions to [info@heroticket.co.za](mailto:info@heroticket.co.za). Heroticket values your Submissions, but Heroticket shall not be obliged to respond to, maintain or compensate you in any way whatsoever for your Submissions.
- 9.2. While we are pleased to receive Submissions from visitors to this Website, we want you to understand that any information that you submit through this Website will be considered non-personal, non-confidential, and non-proprietary (other than personal information, as that term is defined in our [Privacy Policy](#)).
- 9.3. If, by making Submissions, you transmit any ideas, information, concepts, know-how or techniques or materials to us through this Website, you hereby grant Heroticket an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute them in any medium, and agree that Heroticket is free to use them for any purpose.
- 9.4. When disclosing, submitting, offering or posting Submissions to the Website, you agree to do so in a responsible and ethical manner, having regard to the following guidelines (“Submission Guidelines”): –
  - 9.4.1. You are solely responsible for any Submission and other material that you submit to, publish or display on, the Website and the views expressed therein are your individual views and do not reflect the views of Heroticket;
  - 9.4.2. You may not provide any Submission that falsely expresses or implies that such Submission or material is sponsored or endorsed by Heroticket;

- 9.4.3. You may not post any Submission that infringes, misappropriates or violates the intellectual property, publicity, privacy or other rights of any party or that is subject to any restrictions, or impose any obligations, on the use or further distribution thereof;
- 9.4.4. You further agree that you will not post Submissions that are abusive, harassing, stalking, threatening or attacking others; defamatory, offensive, obscene, vulgar or depicting violence; hateful language targeting race/ethnicity, religion, gender, nationality or political beliefs; fraudulent, deceptive, misleading or unlawful; trolling (posting of inflammatory or off-topic messages with the primary intent of provoking an emotional response) or otherwise deliberately disrupting normal on-topic; spamming in nature; upload files that contain viruses or programs that could damage the operation of other people's computers; search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this Website, if such technology will result in slowing down this Website's server or is a copyright infringement of any data and information available from this Website; commercial solicitation or solicitation of donations; link baiting (embedding a link in your post to draw traffic to your own site).
- 9.5. Heroticket may at any time, without prior notice and in its sole discretion, remove any Submission, block any access to the Website or take any other appropriate action against any person who violates the User Terms in general, and the Submission Guidelines in particular.
- 9.6. Any person that delivers or attempts to deliver any malicious or damaging code to this Website or attempts to gain unauthorised access to any page on this Website shall be responsible for and may be prosecuted and damages may be claimed in the event that Heroticket suffers any damage or loss.**
- 9.7. You agree to indemnify Heroticket against any and all claims arising from your Submission and/ or non-compliance with the Submission Guidelines.**

## **10. PRIVACY**

- 10.1. Heroticket is committed to safeguarding the privacy of the users of this Website. Our [Privacy Policy](http://www.heroticket.co.za), which is accessible at [www.heroticket.co.za](http://www.heroticket.co.za), is incorporated by reference into these User Terms, forms part of these User Terms, and explains the personal information processing practices of Heroticket.
- 10.2. Please read our Privacy Policy to learn how we protect and use information that we gather through this Website.
- 10.3. Please note that, depending on the nature of your interaction with the Website, we may capture your personal information and details which may then go into a Customer Relationship Management ("CRM") system. You may be providing information such as your name, email address, company name, telephone number and query details, so you may get access to a products and services, additional information, to sign up to a newsletter or to submit a query, so that a Heroticket sales or customer service representative may contact you.

- 10.4. Your captured details could then be used to send out newsletters, company updates via email, or to one of Heroticket's subsidiaries or divisions or the BLT Group of which it forms part, in order to follow up a potential sales lead.
- 10.5. The CRM or forms will identify you as being someone who has opted in to get newsletters, emails and other communications from Heroticket.

## 11. COOKIES

- 11.1. When you visit our Website, we may make use of "cookies" to automatically collect information and data about users. Please see our [Privacy Policy](#) for details about our cookie practices.
- 11.2. If you do not want information collected by means of cookies, please disable the use of cookies in your web browser.
- 11.3. Cookies may, however, be necessary to provide you with certain features available on the Website. If you disable cookies you may not be able to use these features, and your access to the Website will be limited.

## 12. SECURITY

- 12.1. We will take all reasonable technical and organisational measures to protect any information transmitted over the Website.
- 12.2. Heroticket will be entitled, subject to applicable laws, to take whatever action we may deem necessary and reasonable to preserve the security and reliability of our Website or the Content.
- 12.3. **We do not guarantee the security of any information transmitted online to us and you accept the risk of providing information on the Website. while Heroticket has security measures in place to protect against the loss, misuse and interception by third parties of the personal information under our control, but to the extent permitted by law, Heroticket assumes no liability for any damages you may suffer as a result of interception, alteration or misuse of information transmitted over the Internet. Please see our [Privacy Policy](#) for further details.**

## 13. NETWORK ACCESS AND DEVICES

- 13.1. You are responsible for obtaining the data network access necessary to use the Website.
- 13.2. Your mobile network's data and messaging rates and fees may apply if you access or use the Website from a wireless-enabled device. You will be responsible for those rates and fees.
- 13.3. We do not guarantee that the Website will function on all hardware or devices.
- 13.4. The Website may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications which we cannot take responsibility for.

## 14. INTERRUPTION OF SERVICES



- 14.1. We give no warranty that our Website or products and services will be satisfactory to you.
- 14.2. Heroticket reserves the right to suspend or terminate the operation of the Website at any time for the purposes of support and maintenance or to update the Content contained on the Website or for any other reason, at the sole discretion of Heroticket.
- 14.3. Heroticket is not obliged to give any notice of such termination or suspension and you will not have any claim, of any nature whatsoever in the event of such termination or suspension occurring.
- 14.4. You acknowledge that our Website may be interrupted for reasons beyond our control.
- 14.5. **You agree that we are not liable to you for any loss whether foreseeable or not, arising as a result of interruption to our Website.**

## 15. OTHER RULES ABOUT THIS WEBSITE

- 15.1. In addition to the rules in these User Terms and the Privacy Policy, you may be subject to additional terms that may apply when you access particular services or Content on certain areas in this Website or when you purchase Products and/ or Services.
- 15.2. **If you violate these User Terms in a way that causes harm to others, you agree to hold Heroticket harmless against any liability for that harm.**
- 15.3. This Website is created, hosted, maintained and controlled in the Republic of South Africa and as such you agree that the laws of the Republic of South Africa and the jurisdiction of the South African courts govern these User Terms, any disclaimers, copyright and use statements contained in the Website, and any legal matter resulting from the use or inability to use this Website, without giving effect to any principle of conflict of laws. Notwithstanding the foregoing, Heroticket may seek recourse in any jurisdiction worldwide in order to restrain the unlawful use of any of the Content contained in the Website.
- 15.4. All disputes in terms of the use of this Website or any agreement flowing therefrom, or relating to the inability to use this Website, will be referred at the sole discretion of Heroticket either to adjudication in the High Court of South Africa, or to arbitration in terms of the Rules of the Arbitration Foundation of South Africa and such arbitration shall be held in Sandton, South Africa and conducted in the English language.

## 16. NO WARRANTIES

- 16.1. This website and all content on this website is provided to you on an 'as is,' 'as available' basis. Heroticket hereby disclaims all warranties of any kind, either express or implied, statutory or otherwise.
- 16.2. Heroticket makes no representations or warranties that use of this website will be uninterrupted or error-free. you are responsible for taking all precautions necessary to ensure that any content you may obtain from this website is free of viruses and any other potentially destructive computer code.

- 16.3. Heroticket thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the website.

## **17. LIMITATION OF LIABILITY AND INDEMNITY**

- 17.1. You agree that neither Heroticket nor any person or company associated with Heroticket shall be liable for any damage resulting from your use or inability to use this website or the content on this website and you therefore agree to indemnify and hold Heroticket harmless accordingly.
- 17.2. This protection covers claims based on warranty, contract, delict, strict liability, and any other legal theory. this protection covers Heroticket, its officers, directors, employees, agents, and suppliers mentioned on this website.
- 17.3. This protection covers all losses including, without limitation, direct or indirect, special, incidental, consequential, exemplary, and punitive damages, personal injury/wrongful death, lost profits, or damages resulting from lost data or business interruption.

## **18. CONSUMER PROTECTION ACT**

- 18.1. To the extent that these User Terms and/or any products and/or services provided under these User Terms are regulated by the Consumer Protection Act No 68 of 2008, as amended, replaced or re-enacted from time to time ("CPA"), they are not intended to contravene any provision thereof and therefore all provisions of these User Terms will be qualified, if necessary, to ensure that the provisions of the CPA apply.
- 18.2. These User Terms do not limit or exempt Heroticket from liability for any loss directly or indirectly attributable to the gross negligence of Heroticket or any person acting for or controlled by Heroticket where the law does not permit this.

## **19. APPLICATION OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 2002**

- 19.1. Content on this Website is merely an invitation to do business.
- 19.2. Agreements will not be concluded merely by sending a data message to this Website or its owners. Valid agreements will require an acceptance of an offer by Heroticket.
- 19.3. An e-mail message will not be deemed to have been received by Heroticket until a response has been issued from Heroticket. An automated response does not satisfy this requirement.
- 19.4. In terms of Section 43(1) of the Electronic Communications and Transactions Act Heroticket makes the following information available to the user:
- 19.4.1.** Full name: Heroticket (Proprietary) Limited (Registration No 2017/172429/07) is a company registered in the Republic of South Africa;
  - 19.4.2.** Our physical address is 75 Grayston Drive, Morningside Ext 5, Sandton 2196;
  - 19.4.3.** E-mail address: [info@heroticket.co.za](mailto:info@heroticket.co.za);

- 19.4.4.** We conduct an online ticketing platform and own the Website and business related thereto;
- 19.4.5.** A list of officer bearers can be requested from [info@heroticket.co.za](mailto:info@heroticket.co.za);
- 19.4.6.** PAIA: The manual published in terms of section 51 of the Promotion of Access to Information Act 2000 may be downloaded from [www.heroticket.co.za](http://www.heroticket.co.za).