

Terms and conditions for 5FM events of all nature

1. The Terms and Conditions incorporate and should be read in accordance with any Venue terms, conditions and regulations, copies of which are available upon request from the Venue. The Terms and Conditions and any Venue terms, conditions and regulations are collectively referred to as, "Conditions". In the event of any inconsistency between the Terms and Conditions, and any other Conditions, the Terms and Conditions shall prevail. These Terms & Conditions operate in addition to the ticket or entry Terms and Conditions of the Venue including the Venue's Ground Regulations.
2. Attendees of 5FM events enter and use venue facilities at their own risk. 5FM, the SABC and sponsors or event partners (and/or their respective agencies) cannot be held responsible for any accident, injury, or loss of property experienced as a result of attending a 5FM event
3. By attending a 5FM event, all participants agree to the following , regardless of payment incurred or as a result of being invited the event.
4. Each attendant undersigns, affirm, acknowledge, and accept that:
5. Each Participant entering and/or using the premises and facilities and/or participate in the activities at their own risk;
6. All attendee of this event do hereby affirm and acknowledge that they fully understand the inherent hazards and risks associated with the activities, all activities associated with this 5FM event.
7. By participating in the activities at this event all attendees warrant that they do not suffer from any medical condition(s) that may endanger my life and/or the wellbeing of others;
8. All attendees hereby affirm, acknowledge, and accept that all rules and directions from staff, event organizers, court marshals etc. are for their own safety and wellbeing
9. By attending this 5FM event , each attendant confirms and accept that the risks and hazards associated with the event activities, with which hazards and risks each attendant has fully acquainted themselves, include amongst others: damage to and/or loss of property, injury, disability, and/or death;

10. Attending a 5FM event, each attendant releases, indemnify and wave any and all claims against ,their owners, directors, shareholders, event organizers, sponsors, volunteers, employees, representatives, agents and/or any other relevant party (herein after “Name of Event”) from any responsibility for any risk, loss, damage, injury, disability and/or death whatsoever (whether corporeal of incorporeal) and wave any claims or actions that each attendant , their estate, heirs, executors or assigns may have arising from amongst others the activities, defective material and/or equipment, theft, assault, any actions by third parties and/or patrons, whether caused by active or passive negligence of (Event Name) or otherwise;
11. All the provisions of this disclaimer are severable from each other. Any provision of this disclaimer, which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatsoever, shall, only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions of this disclaimer shall remain of full force and effect;
12. By attending this 5FM event , each attendant agrees to hold 5FM or the SABC harmless for any injury or loss of life, property damage, costs, interest and/or medical expenses which they may suffer during the activities or otherwise.
13. By attending a 5FM event , means each attendant has read these terms and conditions, fully understand them, and they agree to be bound by them.
14. By entering 5FM events, entrants agree to adhere to event rules and regulations, details of which attendee declare themselves conversant with.
15. Any violation or attempt to violate any of the above rules will result in the immediate removal from the event premises.
16. 5FM may remove a transgressor for entry into any other 5FM event, for a period deemed appropriate by 5FM Management.
17. Participants may be required to have their details disclosed and appear on radio, television, the Internet or in printed publications.
18. 5FM has the right to publish any image, audio visual material or audio taken at any 5FM event, this includes but is not limited to Pictures, Videos, Interviews or moments 5FM deem fit to publish of any persons that have attended the event. Such Collateral will be done so and released solely at the discretion of the broadcaster .

19. 5FM and SABC holds the right to retain all information, designs, images, ideas and any other material produced or filmed at said event, and remains the intellectual property of the broadcaster.
20. 5FM or the SABC will not compensate individuals that they form part of this material and that said individuals will not be entitled to any compensation for the interviews and videos or pictures or any material captured or produced at said event or the costs thereof.
21. No entrant shall have any recourse against 5FM as a result of them being captured in the making of said materials or publishing thereof.
22. Participants /attendees enter the event of their own volition. By entering the event premises, all participants confirm that they have the legal capacity to do so and are over 18, all underage attendees will only be allowed following the permission proof by their legal guardians, parents, or School management.
23. All participants agree not to engage in any activities that violate any law, offend against public morals, or embarrass 5FM or the SABC in any way.
24. All attendees are responsible for their own transport, equipment, instruments, food, accommodation, and any other expenses occurred unless otherwise explicitly stated.

Ticketing for 5FM events

25. All Tickets are sold subject to the Conditions. Please read the Conditions carefully before purchase and raise any queries with 5FM and SABC before purchase. Your purchase of a Ticket constitutes your acceptance of the Conditions.
26. It is your responsibility to check Your Tickets as, if you have made a mistake, it cannot always be rectified after purchase. Please check your Tickets on receipt carefully and contact 5FM and event organisers immediately if there is a mistake.
27. If You have any special access requirements or concerns about any special effects (for example lighting, sound, audiovisual or pyrotechnic effects) which may be featured at the Event, please discuss any such issues before purchasing the Tickets with 5FM and SABC by emailing (insert email address). 5FM and SABC and the Venue will use reasonable efforts to assist with any such special access requirements or concerns.

28. You must produce a valid Ticket to gain access to an Event and You must keep possession of such Ticket at all times during the Event. Your Ticket may be invalidated if any part of it is removed, altered or defaced. 5FM and SABC will not be responsible for any Ticket that is lost, stolen or destroyed. In some cases, if you have purchased a standing ticket(s) or exclusive enclosure/area ticket(s), a wrist band(s) will be sent to You with your ticket(s). You must bring your wrist band(s) with you along with your ticket(s) and wear at all times in order to gain access to these areas. Lost or forgotten wrist bands will not be re issued.
29. Duplicate tickets will be issued at 5FM's discretion in collaboration with the Venue. If 5FM issues a duplicate Ticket, it may charge a reasonable administration fee.
30. Our recommendation is that at all 5FM events at the Venue are not suitable for children under 16. Whilst we recommend that these events are not suitable for children under 16, if you do wish to bring them as part of your party, at your discretion, they can attend as long as they possess a valid ticket to gain entry and there is a responsible adult of 18 and above to every two children under 16. We take every precaution to try and ensure everyone has a safe and enjoyable time at all of our events. If you do decide to bring a child under 16, we would suggest against taking them into the most densely crowded areas, which includes the large area in front of the stage. It is your responsibility to check the suitability of an event for any children in your party regardless of official age restrictions, this includes considering the type of audience the event is likely to attract and whether such an audience is a suitable environment for children in your party. Refunds will not be issued if any aspect of an event, including the behaviour of other audience members, causes offence to you or any children on whose behalf you have purchased tickets. We do not recommend subjecting babies and young children to loud music. Children are recommended to wear hearing protection if you decide to bring them. A concert environment is not suitable for very young children.
31. For seated Events, You only have the right to a seat at the Event of a value corresponding to that stated on the Ticket, and 5FM acting reasonably, reserve the right to provide alternative seats at the Event to those specified on the Ticket. Where only seats of a lesser value are available, You will be offered the choice of accepting either (a) the lesser value seats available, or (b) a refund of the face value of Your Ticket.
32. Tickets are sold subject to the 5FM's right to alter the advertised Event as may reasonably be necessary. 5FM's and the Venue total liability in relation to a cancelled Event is set out below in Conditions 37 and 39.
33. Tickets cannot be exchanged or refunded unless the event is cancelled, rescheduled or where there is a material change to the programme of the event. A 'material' change is a change which, in 5FM's reasonable opinion, makes the Event materially different to the Event that purchasers of the Ticket, taken generally, could reasonably expect. Please note that the following are not deemed to be a 'material' change: adverse weather conditions; changes of any supporting act; changes to key performing individual members of a band; curtailment of the event where the majority of an event is performed in full; and delays to the starting of the performance of an event.
34. It is Your responsibility to ascertain whether an Event has been cancelled or re- scheduled and the date and time of any re-scheduled Event. Where an Event is cancelled or re-scheduled, 5FM and the Venue will use their reasonable endeavours to notify You using the details You provided at the time of ordering. 5FM and the Venue do not and cannot

guarantee that You will be informed of such cancellation before the date of the Event. It is also Your responsibility to inform 5FM or event organisers of any change to the contact address, telephone number or email address You provided at the time of purchase of tickets for the Event.

35. Where an Event is cancelled, rescheduled and you cannot or do not wish to attend the reschedule event or where there is a material change to the programme of the Event, You will be entitled to a refund in accordance with Condition 37 and Our Covid-19 Supplementary Terms. Liability for the cancellation or rescheduling of the Event, or for material changes to the Event, will be limited to a refund as set forth in Condition 37.
36. "Force Majeure" means any cause beyond 5FM's , event organisers or the Venues' control including, without limitation, act of God, war, insurrection, riot, civil disturbances, acts of terrorism, fire, explosion, flood, epidemic and/or pandemic, national mourning, theft of essential equipment, malicious damage, strike, lock out, weather, third party injunction, national defence requirements, acts or regulations of national or local governments. Subject to the provisions of Condition 35, 5FM , Event Organisers nor the Venue will not be liable to You for failure to perform any obligation under the Conditions to the extent that the failure is caused by Force Majeure.
37. The total refund for a Ticket shall be the face value of the Ticket purchased. Personal arrangements including travel, subsistence, hospitality or accommodation relating to the Event which have been arranged by You are at Your own risk. 5FM , Event Organiser nor the Venue shall not be liable for any loss of enjoyment or wasted expenditure in addition to refunding the face value of the Ticket.
38. In order to claim Your refund, please contact 5FM and event organiser at (insert email address) within 3 months of the original proposed date of the Event for a cancelled or rescheduled Event, or as soon as possible for the Event which has been materially changed. Following confirmation from 5FM and Event Organiser that you are eligible for a refund, the refund will be made in accordance with the payment method used at the time of purchase. Refunds will only be made to the person who purchased the Tickets and proof of purchase is required.
39. 5FM and Event organiser reserves the right to alter the price of any Ticket at its sole discretion. If You have already purchased a Ticket to an Event and a cheaper ticket becomes available, 5FM nor the Event Organiser will be under no obligation to refund any portion of the Ticket purchased at the initial price.
40. Neither 5FM , Event Organiser nor the Venue will not be liable for any loss, injury or damage to any person (including Yourself) or property however caused: (a) in any circumstances where there is no breach of a legal duty of care owed by 5FM ,Event Organiser or the Venue, (b) in circumstances where such loss or damage is not a reasonably foreseeable result of any such breach (save for death or personal injury as a result of a breach of a legal duty of care owed by 5FM ,Event Organiser or the Venue); or (c) to the extent that any loss or damage results from breach by You of any of the Conditions.
41. Nothing in these Conditions seeks to exclude or limit any liability of 5FM ,Event Organiser or the Venue for death or personal injury caused by its negligence, fraud or any other type of liability which cannot by law be excluded or limited.

42. 5FM ,Event Organiser and the Venue will not accept any ticket purchased from an unofficial secondary ticketing website. It is Your sole responsibility to ensure that the Ticket You have purchased is from an official ticket seller of 5FM ,Event Organiser as identified in Condition 61.
43. You may not re-sell or transfer a Ticket if prohibited by law. In addition, re-sales or transfers of Tickets may be prohibited for the Event, pursuant to the specific terms and conditions of the Event (for example, but not limited to (a) charity Events, (b) Events where age restrictions apply because of the content of the Event or licensing requirements, or (c) balloted Events). Where a Ticket is offered for re-sale in accordance with the Conditions, You must provide the buyer with full details of the Ticket. Full details include (if printed on the Ticket) the relevant block or tier, and row and seat number. The buyer of a Ticket must be made aware of the Conditions and any other terms and conditions that are specific to the Event. You should check whether any special terms or conditions apply before offering a Ticket for re-sale. Free tickets are often provided for specific reasons limiting their transferability.
44. You may not combine a ticket with any hospitality, travel or accommodation service and/or any other merchandise, product or service to create a ticket package ("Ticket Package") and sell or otherwise transfer (or facilitate the sale or transfer of) such Ticket Package for profit or commercial gain, offer such Ticket Package as an incentive or prize in a promotion or competition, or otherwise dispose of such Ticket Package in the course of a business.
45. Tickets are personal revocable licenses and shall at all times remain the property of 5FM or the event organiser . Any Ticket obtained in breach of the Conditions will be void. Any person seeking to use a void Ticket may be refused entry to, or ejected from, the Venue without refund, and may be subject to legal action. Void Tickets are non- refundable.
46. Tickets may be restricted to a maximum number per customer. 5FM and Event Organiser will notify You of any such restriction at the time of purchase. 5FM and Event Organiser reserves the right, without prior notice, to cancel Tickets purchased in excess of this number, unless the purchase of an excess was due to 5FM's or the Venue's error.
47. 5FM ,Event Organiser and the Venue reserves the right to refuse You entry to and/or eject You from the Event and/or Venue (and may take appropriate action to enforce this right) in reasonable circumstances including without limitation (a) for health and safety or licensing reasons, (b) if You behave in a manner which has or is likely to affect the enjoyment of other persons at the Event, (c) if You use or display threatening, abusive or insulting words or mannerisms or behave in a manner which may provoke a breach of the peace, (d) if, in 5FM's or the Venue's reasonable opinion, You appear to be acting under the influence of alcohol or drugs, (d) if You fail, when required, to produce proof of identity or age, (e) if You refuse to comply with 5FM's or the Venue's security searches, (f) if You breach these Terms, or (g) if Your Ticket is void. No refunds will be given to You if You are refused entry or ejected due to Your own behaviour.
48. 5FM ,Event Organiser or the Venue reserves the right to conduct security searches and confiscate any item which in the opinion of 5FM ,Event Organiser or the Venue may cause danger or disruption to other persons at the Event or is one of the items not permitted in the Venue as listed in the Conditions (including those items listed in these Conditions).

49. You shall not bring all or any of the following into the Venue: (a) smoking materials, (b) laser pens, (c) animals (except guide dogs), (d) Your own food and drink (unless permitted by the Venue), (e) bottles, cans or glass containers (unless permitted by the Venue), (f) any item which may be interpreted as a weapon (including sharp or pointed objects such as knives), or (g) illegal substances. Notwithstanding anything else in the Conditions, 5FM nor the Venue shall not be liable for any loss, theft or damage to confiscated items.
50. You must comply with any and all instructions given to You by 5FM and SABC and/or all Venue stewards and Venue staff. 5FM ,Event Organiser or the Venue reserves the right to restrict access to parts of the Venue.
51. If before or during the Event You have a complaint in relation to the Event (including without limitation, in relation to Your ability to view the Event), please promptly contact 5FM and SABC via (insert email address) if before the event, or a member of 5FM and SABC staff or a Venue steward or Venue member of staff if during the Event. 5FM and SABC or the Venue will use its reasonable endeavours to rectify the situation which is the cause of your complaint, however under no circumstances shall 5FM and SABC or the Venue be under any obligation to rectify the situation.
52. Warning – Prolonged exposure to loud noise may cause damage to Your hearing.
53. The use of equipment for recording or transmitting (by digital or other means) any audio, visual or audio-visual material within the Venue is strictly forbidden. You shall not bring any such equipment to the Venue or to the Event. Any recording or transmitting equipment (including professional cameras), unauthorised recordings, tapes, films or similar items may be confiscated and/or destroyed by 5FM and SABC or the Venue. Any recording made of an Event or part thereof in breach of the Conditions shall belong to the 5FM and SABC or the Venue and You agree to assign any and all rights in any such recordings to 5FM and SABC or the Venue. Notwithstanding anything else in the Conditions, 5FM and SABC nor the Venue shall not be liable for any loss, theft or damage to confiscated items.
54. You give Your express consent to Your actual or simulated likeness to be included for no fee within any film, photograph, audio and/or audiovisual recording to be exploited in any and all media for any purpose at any time throughout the world. This includes filming by the police or security staff which may be carried out for the security of customers or the prevention of crime.
55. Smoking (which includes e-cigarettes) within the Venue is strictly prohibited. 5FM and SABC and/or the Venue reserves the right, without refund, to eject any person found smoking in the Venue, unless the venue permits this .
56. You may only leave and then re-enter the Venue during an Event at the discretion of 5FM or the Venue. Otherwise there shall be no re-admissions or pass-outs of any kind. Depending on the type of Event, every effort to admit latecomers will be made at a suitable break in the Event, but admission for latecomers cannot always be guaranteed.
57. 5FM and SABC reserves the right to allow audience members to stand in seated areas of the Venue.
58. You shall not bring into the Venue or display or distribute at the Event any sponsorship, promotional or marketing materials , unless you are a paying sponsor in possession of an agreement with 5FM .

59. You must not leave any bags or other items of personal property unattended in the Venue. Any personal possessions or other items (including without limitation clothing, wallets and mobile telephones), which are found in the Venue, shall be retained by the Venue for a period of 30 days following their discovery. During this period, you may collect any item which belongs to You from the Venue upon reasonable proof of identification and ownership. If, upon the expiry of 30 days from the date of its discovery, any item has not been collected by You, the Venue reserves the right to dispose of any such items as it sees fit without any further liability to You (notwithstanding anything else in the Conditions). Where possible, any uncollected items will be donated to charity.
60. Except to the extent that 5FM or the Venue is required or permitted by law to do otherwise, personal information provided by You to 5FM or the Venue will only be used in accordance with the POPI Act 2021 and any consents given by You in relation to Your personal information.
61. 5FM and SABC or the Venue shall be entitled to assign all and any of its rights and obligations under the Terms and Conditions without notice to You, provided that You are not adversely affected by the same.
62. If it is found by a court that any of the Conditions for any reason cannot be enforced for any reason, this shall not prevent the other provisions of the Conditions from continuing to apply.
63. Any delay of 5FM or the Venue in enforcing any of the Conditions shall not constitute a waiver of 5FM's or the Venue rights to do so.
64. Any person, other than 5FM or Venue, who is not a party to the Terms and Conditions shall have no rights to enforce any Terms and Conditions of their own .
65. Nothing in the Conditions and no action taken by You or 5FM or the Venue under the Conditions shall create, or be deemed to create, a partnership, joint venture or establish a relationship of principal and agent or any other fiduciary relationship between You and 5FM or the Venue beyond the relationship created under the Conditions.
66. The Conditions constitute the entire agreement between each attendant , 5FM ,Event Organiser and the Venue in relation to the Tickets, the Event and the Venue, and supersede any previous terms and conditions, agreement or arrangement between You, 5FM or the Venue relating to the same. The Conditions cannot be varied or amended in any respect (unless agreed between the attendant and 5FM in writing).
67. Each attendant , 5FM or the Venue agree that it has not entered into the Conditions in reliance of, and shall have no remedy in respect of, any statement, representation, covenant, warranty, undertaking or indemnity by any person other than as expressly set out in the Conditions. Nothing in this clause shall operate to limit or exclude any liability for fraud.