

SEATME

Web Terms & Conditions

Seatme.co.za is a division of Atterbury Theatre (Pty) Ltd. and provides a comprehensive listing of events and information on its website (herein after referred to as its site) as platform. In addition to this, Seatme.co.za provides ticketing services, ticketing resources, and other content gathered by Seatme.co.za and Third Parties together with other services, whether it be the online streaming of concerts, the producing and selling of merchandise, any other type of promotional services, or any other type service it wishes to offer via this platform. These will all be referred to as "services".

If you disagree with any of the following Terms and Conditions, the Web Terms and Conditions or either the Privacy Policy, you must not make use of the Seatme.co.za site.

These Terms and Conditions apply to every natural and/or legal person who uses the Seatme.co.za site, information thereon, documents and/or information to be contained on this platform or services that we provide.

By using this site, you signify your acceptance of these Terms and Conditions. For the purpose of these Terms and Conditions, "us", "our", "this site", "this platform" and "we" refers to Seatme.co.za site and "you" or "your" refers to the client, visitor, website user, user of this platform, or natural or juristic person using our site for any reason whatsoever.

By making use of this site or services offered through it, we accept that you have read through, understand and agree to all the Terms and Conditions on this site.

If you reside in any other Country outside of the Jurisdiction of South Africa, you accept the Terms and Conditions by making use of this site. If you do not understand this, do not make use of this site or services on offer via this site.

DATA PROTECTION

We support International (GDPR) and Local (POPI ACT 4 of 2013) legislation as this raises the bar regarding data protection, security and compliance in terms of data protection. Our website hosting company is a DATA PROCESSOR and DATA CONTROLLER. The Processor of Personal Data is the entity which processes personal data on behalf of the controller, for example: Storage recording, organising and retrieval of data and the Controller is the entity which determines HOW and WHY the data is being processed. Our site hosting company processes your data by storing all data on their servers. Our site hosting company is GDPR compliant as well as POPIA compliant. Even though we fully comply through our hosting company (a third party supplier), we will not be held liable for any breach in security or a cyber-attack, should this happen, as it is beyond our control. Please note that your information is used, with your consent, and we do give you the option to opt out of any newsletters or advertising options. The Data you provide us with will be used solely for services that we provide or either our Third Party Suppliers provide and for no other purpose.

If you do not agree with this and do not understand, please do not make a booking.

These Terms and Conditions will also be known as the/this "Agreement" and by making use of this platform, you are indicating that you are in Agreement with all the Terms and Conditions of this site.

The main reason why we would keep any Personal Information is mainly to inform you of any new upcoming events, merchandise or any information we deem necessary, and this would only be with your permission in agreeing with the below terms and conditions. In letting us send you newsletters and e-mails in an effort from our side to keep you updated, you are allowing us to make use of your personal information, but you will always have the option to opt out in order not to receive any mails anymore.

Please click on the [link](#) to view and download our Terms & Conditions for use in PDF format.

SEATME TERMS AND CONDITIONS

WHAT IS SEATME?

We are a division of Atterbury Theatre (Pty) Ltd. based in Pretoria, South Africa and we provide a comprehensive listing of events and information on our site as platform. In addition to this, we provide ticketing services, ticketing resources together with content gathered by us and Third Parties. We also offer other services, whether it be the online streaming of concerts, the producing and/or selling of merchandise any other type of promotional services or any other type of service we wish to offer via this platform.

WHY USE SEATME?

We will make it easy for you as customer to not only view events and information regarding events, but to also upload some of your own video or film material of events, experiences at events and comments thereon. This is also a platform from which you can purchase your tickets to live events and online streaming concerts, gift cards for live events, online streaming concerts and events and/or direct purchasing of merchandise being offered by us or a supplier to us, whether it be related to a certain event, concert or artist, or not. This will all be done on this one platform for your ease of use.

If at any point you do not understand, agree with or feel uncomfortable with our Terms and Conditions, please do not make use of our site as these Terms and Conditions are binding if you do choose to make use of this site or platform.

GENERAL TERMS OF USE

1. CODE OF CONDUCT

- 1.1 You are only allowed to make use of this platform for the purposes for which it was created.
- 1.2 Intent when using this platform should be solely for the services it provides and allows you to use it in terms of interaction, social commentary, uploading of any photography or film material to the site and the buying of tickets, gift cards, viewing of events and online events on offer or either to purchase merchandise.
- 1.3 If at any point we feel that this platform is being abused or incorrectly used in any way whatsoever, we reserve the right to remove any photography, film, commentary or any other material posted or uploaded to this platform at any given time.
- 1.4 If at any point we feel that this platform is being used for advertising, unless previously approved by us, we will take steps to remove all content used together with further steps if necessary.
- 1.5 This site may not be used in any way whatsoever which would by any standards breach South African legislation and International legislation binding on South Africa, and this includes but is not limited to the following: -
 - 1.5.1 Criminal activity of any kind whatsoever;
 - 1.5.2 Defamatory language being pitted against us or anyone else;
 - 1.5.3 Misleading, false or fraudulent activity;
 - 1.5.4 Any activity that aims or does exploit minors or aims to threaten or harm minors;
 - 1.5.5 Racism of any kind whatsoever or language, uploaded material, whether intentional or unintentional which violates the rights of others;
 - 1.5.6 Any act which would give rise to civil liability on your or our part as we do encourage you to read and understand these terms and conditions before use;
 - 1.5.7 Any act which restricts anyone else to make use of this platform, apart from a legal obligation on your part;
 - 1.5.8 Any act which encourages criminal activity;
 - 1.5.9 Any act which infringes on the privacy of this platform or which infringes on the privacy of any other legal or natural person;
 - 1.5.10 Any other action which we might deem to be objectionable.

2. MINORS AND CAPACITY

- 2.1 You are not allowed to make use of this platform if you are under the age of 18 years.

2.2 If you have been declared not to have legal capacity, you are not allowed to make use of this platform and will need supervision.

3. PURCHASING A TICKET

- 3.1 When purchasing a ticket through this platform, you can either print your ticket and keep it in a safe place like you would any other ticket, or you could simply keep the ticket available on your electronic device (mobile device) where we'll be able to scan the bar-code or either QR-code before you will be allowed entry to the specific event you purchased the ticket for.
- 3.2 Should the ticket be purchased for an online event, you would simply be able to access your online event or streaming event via submitting the relevant details as per your ticket details and as per request on the online platform to allow you access to the specific online event.
- 3.3 You are NOT ALLOWED TO SELL YOUR TICKET as your personal details are captured via your online transaction.
- 3.4 All sales are subject to credit/debit card approval, name and billing address verification and once your ticket has been scanned once, we will be alerted that the QR-code or bar-code has been used.
- 3.5 Should we discover that you have duplicate tickets or that you have sold your ticket in any way whatsoever, regardless whether profit was involved or not, an extra R 300.00 (THREE HUNDRED RAND AND ZERO CENTS) will be charged as a processing fee.
- 3.6 Please note that any breach of the terms in this clause violates this Agreement, is illegal and will be the responsibility of the original purchaser of the ticket in ensuring that the ticket/s purchased remain for their sole use only.

4. PURCHASING A GIFT CARD

- 4.1 You can purchase a Gift Card by making use of this platform.
- 4.2 When purchasing a Gift Card through this platform, you can either print the Gift Card and keep it in a safe place like you would any other Gift Card, or you could simply send the Gift Card available on your electronic device to its intended recipient where we'll be able to scan the bar-code or either QR-code before the recipient will be allowed use of the Gift Card.
- 4.3 The Gift Card can be purchased for certain types of events and any amount can be loaded onto this Gift Card.

5. USE OF THE GIFT CARD

- 5.1 The recipient of the Gift Card would be able to access certain but not all live events, certain but not all online events or streaming events via submitting the details as on the Gift Card and as per the requested online platform to allow the recipient access of use to the platform and its services.
- 5.2 Our Gift Card is redeemable for purchases and services that only we offer and can't be redeemed elsewhere or for cash value.
- 5.3 The recipient may also use the Gift Card to make certain online purchases or purchases at live events, but not all merchandise will be available to be redeemed via Gift Cards.
- 5.4 Every time the Gift Card is being used, the QR-code or bar-code will be scanned, and the amount used for an online event, live event, streaming event or merchandise being purchased will be deducted from the balance of the Gift Card.
- 5.5 The Gift Card can't be topped up by the recipient and is used until the amount on the card is depleted and any unused amount remains on the Gift Card and will not be redeemable for cash.
- 5.6 Even though the Gift Cards are redeemable for most events, the cards are not redeemable in terms of all events and at all outlets and venues and the same applies regarding merchandise being sold online or either at live events.
- 5.7 If you do not understand this, please refrain from buying a Gift Card before understanding where and when it may or may not be used or redeemed and please make an enquiry with us and we'll guide you in terms of the Gift Cards terms of use.
- 5.8 Please make sure that you understand *where and how* a Gift Card may be redeemed before purchasing a Gift Card intended for a recipient.
- 5.9 Please check with the outlet or venue whether the Gift Card is valid for the specific event/outlet before arrival at a live event and also do the same in terms of certain online events or streaming events when your intent is to use your Gift Card or to buy a Gift Card for a specific event for another recipient as we would want to discourage disappointment.

6. LOST OR STOLEN GIFT CARDS

- 6.1 We will not be held liable for any lost or stolen Gifts Cards as the Gift Card remains the sole responsibility of either the purchaser or the recipient.
- 6.2 Please take note that you should take care of your Gift Card as you would any other voucher as this Gift Card is not replaceable if stolen or lost.
- 6.3 If you do not understand this, refrain from purchasing a gift card or please contact us for more information regarding this clause.

7. EXCEEDING THE GIFT CARD BALANCE

- 7.1 If, for any reason whatsoever, the Gift Card holder should want to exceed the balance on their gift card, the holder of such a valid Gift Card is allowed to pay the excess amount via debit card, credit card or EFT to us and upon receiving the excess amount, the Gift Card holder will be able to make a purchase as per on offer via the platform.
- 7.2 In some instances, cash payment will also be an acceptable form of payment.

8. SURCHARGE

- 8.1 Should the amount you pay for your ticket display incorrectly, we shall have the right to impose a surcharge on you as the client in certain circumstances.
- 8.2 A surcharge will be charged due to the following: -
 - 8.2.1 If a concert is cancelled due to unforeseen circumstances beyond our control and our suppliers, artists, crew, merchandise providers and all others in our supply chain increase their prices beyond our control, as we are held liable by the terms and conditions of our supply chain or third-party suppliers.
 - 8.2.2 If a concert is moved to a different date in totality, to a different venue with increased costs, or to a different financial year, which has a cost implication on all in our supply chain, inclusive of the artists, those providing merchandise and any other third party suppliers.
- 8.3 We will however do our utmost best to keep to the published prices at all given times and will tend to any grievances on an ad-hoc basis.
- 8.4 If you do not understand this, please contact us on the number provided on this site and we will explain it to you.
- 8.5 If you do however make a purchase through us, you indicate that you do agree with this clause.

9. RESTRICTIONS ON USE OF GIFT CARDS

- 9.1 A Gift Card may not be used in connection with any marketing, advertising or promotional activities without formal consent given by us in written format.
- 9.2 A Gift Card may only be sold through our platforms and may not be resold by the holder of such a Gift Card for a cash amount or for profit or for any reason whatsoever.
- 9.3 We reserve the right to cancel a Gift Card if we are of the belief and there is proof that the Gift Card was obtained through fraudulent or unauthorized means and not through us or as a gift.
- 9.4 Please note that a Gift Card is in no way seen as a Credit Card, line of credit or type of deposit and may only be used solely for the purpose this site intended it for in Clause 5.
- 9.5 We reserve the right to limit the quantities of Gift Cards being purchased by any one individual, entity or legal person at any given time and any special requests in terms of amount of Gift Cards being issued will be treated on an ad-hoc basis.

10. HEALTH

All COVID protocols should be adhered to in terms of Government regulations in South Africa and we take no responsibility for any person visiting any facility, venue or event, as with any and all other conditions it is always a risk, but we are adhering to strict protocols set by the Government in order to prevent the spread of COVID together with all our Third Party Suppliers.

11. BILLING ERRORS

Any and all billing errors will be treated on an ad-hoc basis and clients can make us aware of the problem in terms of the Complaints Clause.

12. FORCE MAJEURE

- 12.1 We are not responsible and can't be held liable for any changes or delays due to natural, unnatural or any other factors beyond our control, which include but are not limited to: -
- 12.1.1 civil commotion, labour disturbances, riots, blockades, embargo, strikes, lock-out or public disorder, endemics, pandemics, or any other activity which is calculated or directed to bring about any of the foregoing;
 - 12.1.2 war, invasion, an act of a foreign enemy, hostilities or warlike operations (whether it be declared or not by Government) or Civil War;
 - 12.1.3 non-performance, partial performance or a delay resulting wholly or partly from any occurrence or any circumstances beyond our reasonable control, including but without limiting the acts of omission of Third Parties, inclusive of Governmental Authorities and all Public Authorities or if deemed that your safety or the safety of your property might be in jeopardy, and this remains the sole discretion of the staff at any of our venues.
- 12.2 We will use all reasonable endeavours to continue to perform our duties as listed on the platform, but shall have no liability to you should this not be reasonably executable due to any factors beyond our control.
- 12.3 If you do not understand this Clause, please refer to the Complaints Clause and if you still do not understand or disagree with this clause, please reconsider or refrain from making a purchase via this platform.

13. REFUNDS AND VOUCHERS

- 13.1 All purchases made using this platform is final and no refunds will be offered for any reason, unless in terms of the Consumer Protection Act and strictly only on those terms.
- 13.2 In the event that any certain service, event, or streaming event does not happen and is due to Force Majeure, the Force Majeure Clause will be in effect.
- 13.3 In the event that any certain event, streaming event or any other service on offer can't be effected for any other reason, we will give a Voucher to the value of the current ticket of the ticket holder to make use of at a future date for either the same event or for a different event or service.
- 13.4 Should you be dissatisfied with a Voucher in the instance of 13.3, you are more than welcome to log an official written complaint in terms of our Complaints Clause and we will tend to your specific complaint on and ad-hoc basis.

14. PHOTOGRAPHY AND FILM

We reserve the right to make use, without any notice to you, of any photography or film taken by us or any of our staff or third party suppliers for general publicity purposes or for purposes of advertising without payment, permission or credit.

15. COPYRIGHT

- 15.1 Photos on this website or Social Media Pages are and remain our property, whether uploaded by us or by you as user.
- 15.2 By uploading any other material or comments to our platform, you forego any right to such material and give us sole rights to use any electronic material uploaded to our site without any credit or notice being given to you, except if we do have a specific Agreement with you.
- 15.3 Any and all information on this platform is and remains our property or that of our suppliers with whom we do have an Agreement with in terms of the Copyright Act.
- 15.4 You are not allowed to download any information from this platform for personal use, advertising or any other reason whatsoever without written consent due to licensing Agreements with our Suppliers, Artists and/or any other service providers.

16. COMPLAINTS

- 16.1 Any and all severe complaints should be made in writing via e-mail to info@seatme.co.za

- 16.2 Any complaints in writing should be made no later than 15 business days after any incident occurred, after which we will follow up regarding your complaint in order to reach a satisfactory resolution as soon as is possible.
- 16.3 If you have any query or question that can be solved more easily, you are more than welcome to also make use of our phone line at (+27)71 686 7733 and we'll try and be as helpful as we can possibly be or either advise to make an enquiry via e-mail if we can't answer you immediately.
- 16.4 Even though we'll do our best to reach a satisfactory solution regarding any and all complaints, this can't be guaranteed as we are sometimes bound by Third Party Suppliers or Force Majeure and we can't be held accountable in such instances, but will try our best to accommodate each complaint in terms of a solution on an ad-hoc basis.
- 16.5 Should an incident go unreported, please refrain from reverting to public sites as this can lead to defamation on your part, as we will endeavour to try and reach an amicable solution in terms of any and all complaints if we are made aware of them in a timeous manner.
- 16.6 If you do not understand this clause, please feel welcome to enquire online or via our phone number before making use of this online platform in any way whatsoever.

17. SERVICE AVAILABILITY

Our platform may be unavailable from time to time as all online services may suffer disruptions sometimes and we will not be held liable for any loss suffered due to any such disruption but do recommend that you save all Tickets, Gift Cards and or other data necessary as soon as you can retrieve this.

18. CHANGES TO TERMS AND CONDITIONS

We reserve the right to amend any of these Terms and Conditions/ this Agreement at any given time and making use of this site after these amendments means that you agree with the new Terms and Conditions and you are therefore encouraged to read through the terms before making a purchase on this site.

19. JURISDICTION

By making use of this site, you submit yourself to the Jurisdiction of the Republic of South Africa.

20. AGREEMENT

- 20.1 By making use of this platform you agree to all the Terms and Conditions together with the area of Jurisdiction and the Indemnity Clause.
- 20.2 If any clause or part of any clause in these Terms and Conditions should be found by a South African Court of law to be void, it will have no impact on the rest of this Agreement or any of its clauses.
- 20.3 We do reserve the right to amend any of the Terms and Conditions when we deem it necessary to do so and it remains your responsibility to read through this Agreement before making use of this platform.
- 20.4 If you do not agree with these Terms and Conditions, please refrain from making use of this platform.

21. INDEMNITY

- 21.1 Although we always take great care to assure your comfort, ease of use of this platform and ease at any event or streaming event, and although certain insurances have been arranged, we will not be held liable in any way whatsoever for any damage or loss of personal effects during attendance of a live or streaming event.
- 21.2 Your personal belongings remain your responsibility and you will have no claim against us should you suffer any loss or damage during or through either the use of this platform, or at a live or streaming event.
- 21.3 Attending any live event at any venue and making use of this platform is done at your own risk and you waive any claim which you might have against us for any injury and/or loss of any nature whatsoever (including, without limiting the generality of the foregoing, consequential loss) arising for any reason of any nature, directly or indirectly out of any aspect of making use of this platform or either attending any live event or uploading any material to this platform.

- 21.4 This waiver will be binding on your executors, heirs, trustees and dependents.
- 21.5 By making use of this platform you do record that all services provided are accepted voluntarily and with full knowledge that they might expose you to injury, illness, danger or loss of property.
- 21.6 You also agree that any statement, representation or information given to you by us in any form whatsoever shall not prejudice this clause in any way whatsoever.
- 21.7 The rights of neither party shall be prejudiced or restricted by any indulgence granted to it in writing and no waiver, if any breach, shall operate as a waiver of any other or any other breach.
- 21.8 By making use of this platform you indemnify us in respect of any and all claims that may be made by any party against us arising out of any claim in respect of which you give this Clause.
- 21.9 By making use of this platform, you agree that you have fully read through and understand all aspects of each and every clause in these Terms and Conditions.**

22. WHOLE AGREEMENT

These are the Terms and Conditions as accepted by you and this represents the understanding between you as user of this platform and us, therefore, no interference from any other source in any way whatsoever shall modify or replace these Terms and Conditions.