

SAFARICOM INTERNATIONAL JAZZ FESTIVAL TERMS AND CONDITIONS

Entry to the Safaricom International Jazz Festival (“**Event**”) shall be subject to the following terms and conditions:

1. Entry to the Event is by ticket only and the ticket constitutes a revocable license and the Organizers reserves the right to refuse admission to any ticket holder without any refund for failure to comply with these terms and conditions.
2. Tickets **will only** be valid for the Event for which they have been purchased and **will not** be exchanged for any other Event nor money refunded.
3. Personal belongings, self and baggage are subject to search.
4. All minors (persons under 18 years) attending the Event shall be required to obtain their legal guardians permission prior to attending the Event and Safaricom shall be entitled to assume that for any minor attending the Event such permission was sought and granted. Consumption of alcohol by minors (persons under 18 years) is strictly prohibited and minors found in possession of alcohol will be ejected from the Event.
5. Ticket holders assume any and all liability and waive any and all claims for harm, loss or damage, including but not limited to death, bodily harm and property damage or loss, that may result from attending the Event.
6. No unauthorised recording or photography will be permitted.
7. Ticket holders consent to photography, filming and sound recording as members of the Event audience, and consent to use of any such film or recordings at the discretion of Safaricom or its designees.
8. No illegal substances may be brought into or consumed at the Event. Illegal substances include but are not limited to food stuffs and drinks purchased outside the venue of the event, weapons and substances classified as narcotics under applicable statues and regulations.
9. Unauthorised commercial activity is not permitted and may result in removal from the Event of any persons involved in such activity.
10. The Organizers may postpone, cancel, interrupt or stop the Event due to government cancellation, adverse weather, acts of God, riots, acts of terror, dangerous situations or any other causes beyond the reasonable control of the Organizers.
11. The Organizers reserves the right to substitute artists, change Event dates, venues or venue capacity arrangements or cancel an Event and such cancellation, variation or interruption shall not entitle the ticket holder to any claim whatsoever except for a replacement ticket if the Event is rescheduled or a refund of ticket price if the Event is cancelled and not subsequently rescheduled.
12. The ticket holder represents and warrants that the ticket is purchased for personal use only, and that it is not purchased as part of any form of business or commercial activity (save as expressly authorised by the Organizers), and in particular, that the ticket may not be resold or offered for resale by anyone whether at a premium or otherwise and may not be used for advertising, promotion (including contests and sweepstakes) or for any other trade purposes. Should this ticket be sold or transferred for profit or commercial gain it will become voidable and the ticket holder may be refused entry to, or removed from the Venue.