

C19.com.na Privacy Policy and Terms and Conditions

What information do we collect?

We collect personal information from you, including information about your:

- Full name
- Email address
- Phone number
- Home address
- ID / Passport Number
- Address of a business you are checking into
- Time and date you have checked in

Why do we collect this information?

We only collect your personal information that you submit in order to:

- Allow registered businesses and possibly the Government COVID19 task team to keep a record of who has visited business premises
 - Businesses can see visitor records, but with limited details. Your data is stored in a central database and only provided to Government in case contact tracing needs to be done.
 - Only owners of businesses registered with us can see contact information of individuals that check-in to said business, and only if you approved so in your sign-up form.
 - Businesses not registered with Us will not have individuals' data shared with them
 - Businesses must only use visitor information for health and safety record keeping. Data is not to be used for marketing purposes, unless you gave permission.
- Allow you as a user to add *favorite businesses* that you visit regularly and make your sign-in at those businesses quick and easy and safe.
- If required, we would share data with the Ministry of Health in order to help trace the spread of Covid-19.
- To improve customer service. Your information helps us to more effectively respond to your customer service requests and support needs

If you check in a guest, you must have their permission to enter their data. If you do not, we recommend that you add them as a dependent. This will show someone was with you but will not record any personal information about them.

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you submit, or access your personal information.

Application Security

- Application is hosted in a WorldClass datacentre.
- Database injection protection to stop malicious data being inserted into the database
- Cookie protection to stop possible tampering

- Cross-Site Request Forgery (CSRF) Protection
- Cross-Site Scripting Protection
- Password and sensitive data encryption
- All communication to the application is over an encrypted HTTPS connection

Datacentre Security

- Biometric & RFID security systems ensuring authorised access
- 24/7 camera monitoring of facility entrances and server rooms
- Multiple HVAC units produce a climate controlled environment and optimised airflow distribution for optimal hardware performance and lifetime
- Redundant parallel UPS and auto-start backup generator with standby diesel ensuring continuous supply of power
- Redundant A+B Power Distribution Units (PDU) ensuring continuous power supply inside cabinets
- Secure buildings with double layer concrete and steel mesh wall structure
- Standard 19"/1m deep individually locked cabinets
- Modern Fire detection & suppression system
- Exhaustive backup processes in off-site location
- Operate our own network and extensive peering
- Top of the line hardware with 24/7 engineer on call with access

Business owners' responsibilities

Business owners and their employees agree hereby to adhere to all regulations, practices and guidelines in the use of this software solution. They agree that they will exercise care and diligence to protect all personal and sensitive information of visitors to their premises.

Do we use cookies?

Yes. Cookies are small files that a site or its service provider transfers to your computers' hard drive through your Web browser (if you allow) that enables the sites or service providers systems to recognize your browser and capture and remember certain information.

We use cookies to understand and save your preferences for future visits.

C19 at events and related activities:

TICKET TERMS AND CONDITIONS

IMPORTANT INFORMATION

1. Tickets are issued by Intouch Interactive Marketing (Pty) Ltd and organised by Namibia Media Holdings (Pty) Ltd or as stated on the e-ticket;
2. The ticketing website is via Eticket.my.na All payments processed through the website is processed by DPO, and can be contacted via support@dpogroup.com;
3. There are restrictions on your eligibility to purchase and use Tickets which include (without limitation) from whom you are permitted to purchase a Ticket based on your permanent residence;

4. Each Ticket Holder issued through the website or Authorised Agents or any such other third parties will be deemed to have read and understood the terms and conditions as it applies to a Ticket Holder to an Event;
5. Each Ticket Holder shall accept all relevant major event legislation relevant to the host country which is inclusive of, but not limited to, Health and Safety legislation; Safety at Sports and Recreational Act, and the Disaster Management Acts as amended from time to time; and
6. The Ticker Holder has assumed the risk to and understands the warning concerning COVID-19 or any such communicable diseases (see Clause IV paragraph (5)).

TICKET TERMS AND CONDITIONS

These Conditions govern all Tickets issued Intouch Interactive Marketing (Pty) Ltd. In the case of any conflict or contradiction between these Conditions and the abbreviated form printed on the reverse side of each Ticket, these Conditions will prevail.

Any Ticket Purchaser or any person who possesses a Ticket, or uses or attempts to use any Ticket shall be deemed to have agreed to comply with these Conditions.

I. Ticket Purchase and Delivery

1. Tickets may only be purchased from THE ORGANISERS (via the Official Ticketing Agent, including priority Ticket sales) or from the Authorised Agents or through the Official Ticket Resale Scheme or through any other sale or transfer mechanism authorised in writing by the organisers. Only the individuals who are entitled by THE ORGANISERS to apply to the priority sales may apply or purchase a Ticket. TICKETS PURCHASED OR OBTAINED IN BREACH OF THE ABOVE SHALL BE VOID AND MAY BE CONFISCATED OR CANCELLED WITHOUT REFUND OR COMPENSATION.
2. A Ticket Purchaser's eligibility to purchase Tickets (and a Ticket Holder's eligibility to use Tickets) will depend on the Ticket Purchaser's billing address, being their permanent and primary residential address. Ticket Purchasers and Ticket Holders may be required to provide proof of their billing address on purchase, delivery of the Tickets and/or on access to the Venue.

Tickets purchased or obtained in breach of the above shall be void and may be confiscated or cancelled without refund or compensation.

3. THE ORGANISERS reserves the right to limit, at the time of purchase, the maximum number of Tickets that any person may purchase for an Event. Tickets may be limited to a maximum number per person, per payment credit card and / or per household or any other criteria that THE ORGANISERS decides in its sole discretion. THE ORGANISERS reserves the right to cancel without prior notice and without refund any Tickets purchased in excess of this number. Software that runs automated tasks over the internet and / or that can replicate the online purchasing activity of multiple persons, including but not limited to 'Bots' or other forms of 'ticket harvesting' software, must not be used to purchase Tickets on the Internet. Where THE

ORGANISERS reasonably believes that Tickets have been obtained in this manner such Tickets shall be voidable and THE ORGANISERS reserves the right to cancel such Tickets without prior notice and without refund.

4. If any person under the age of 18 years (legal minor) wishes to purchase Tickets, such legal minor must obtain the consent of their person in parental authority or guardian (statutory agent). The nominated payment card or the registered bank account used to purchase Tickets must be registered in the name and residential address of the Ticket Purchaser. THE ORGANISERS reserves the right to refuse any application for Tickets from any person who fails to comply with these stipulations, or to cancel any Tickets purchased in breach of this condition.
5. As a condition of each purchase, each Ticket Purchaser warrants at the time of purchase and for the duration of the period the Ticket is valid that it is purchasing the Ticket(s) in a private consumer, non-commercial capacity only. Each Ticket Holder warrants that the Ticket(s) will be used in a private consumer, non-commercial capacity only.
6. It is strictly prohibited to purchase or obtain Tickets for the purpose of selling, offering, disposing, exposing or making it available for sale or purchase to any third party (including, without limitation, putting Tickets on auction or internet auction), regardless of the nature or method thereof. Where THE ORGANISERS reasonably believes that Tickets have been purchased or obtained for such prohibited purpose such Tickets shall be voidable and THE ORGANISERS reserves the right to cancel such Tickets without prior notice and without refund.
7. Once payment in full has been received by THE ORGANISERS or by the relevant Authorised Agent, confirmation of the sale and the Ticket Purchaser's booking reference number will be notified to the Ticket Purchaser by email or telephone.
8. The sale or other issuance of any Ticket is final and non-refundable except as outlined in Clause VI of these Conditions or as required by applicable laws. THE ORGANISERS shall not be responsible for any Ticket that has been lost, stolen, forgotten, damaged, defaced or forged, and reserves the right not to replace any Ticket which is unreadable or incomplete. THE ORGANISERS reserves the right not to accept any Ticket that has been damaged, defaced or forged or any Ticket which is unreadable or incomplete.
9. THE ORGANISERS reserves the right to issue Tickets in hard copy or electronically.
10. Hard copy Tickets will be delivered by such means designated by THE ORGANISERS to the billing address of the Ticket Purchaser (and not to any other address) or made available for collection at collection venues designated by THE ORGANISERS. Post office boxes (or similar) may not be registered as addresses for the delivery of hard copy Tickets. Electronic Tickets will be issued via email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application.

11. If any Tickets have not been received by the date notified upon its purchase, the Ticket Purchaser should contact the customer service centre (details of which will be given to the Ticket Purchaser at the time of the confirmation of sale) quoting the booking reference number given to the Ticket Purchaser at the time of the confirmation of sale.
12. It is the Ticket Purchaser's responsibility to check their Tickets on receipt and the Ticket Purchaser should contact the customer service centre as soon as possible if there is a mistake.
13. THE ORGANISERS reserves the right to restrict the sale of Tickets to a maximum number of 8 per person, per credit card and/or per household and to cancel any Tickets purchased in excess of this number.

II. Ticket Use & Prohibitions on Transfers

1. Tickets purchased directly from THE ORGANISERS (but not bundle Tickets or Tickets purchased from or issued by an Authorised Agent) may be transferred by a Ticket Purchaser to a third party via the Official Ticket which will be designated by THE ORGANISERS.
 2. Notwithstanding paragraphs (1) and above, it is a condition of the issuance of every Ticket and the right of admission to a Venue that, the Ticket must not be:
 - a) transferred, used or otherwise disposed of in the course of any business or for the purpose of facilitating a third party's business; and/or
 - b) for the purpose of being transferred, used or otherwise disposed of:
 - (i) in relation to any promotional, charitable or commercial purpose (including any competition, advertising, promotion, auction or as a prize in any competition or sweepstake, whether for a business or a charity or otherwise).
 - (ii) (ii) to enhance the demand for any other goods or services; and/or
 - c) transferred or otherwise disposed of to any person who agrees to buy any good(s) or service(s) in return for the Ticket; and/or
 - d) transferred, used, combined with or incorporated as part of any merchandise, hospitality, food, beverage, entertainment, accommodation, leisure or travel service or travel package or service;
 - e) combined with any other good(s) or service(s) (including as part of any merchandise, hospitality, food, beverage, entertainment, accommodation, leisure or travel service or travel package or service); and/or
 - f) combined with or used in connection with any unauthorised use of Intellectual Property Rights of THE ORGANISERS;
- in each case without the prior written approval of THE ORGANISERS.

3. In the event that THE ORGANISERS, the Official Ticketing Agent or any Authorised Person reasonably suspects that a Ticket Holder has obtained their Ticket(s) from an unauthorised group or individual or is in breach of these Conditions, the Ticket Holder shall, upon request by THE ORGANISERS, the Official Ticketing Agent or any Authorised Person, give a full explanation and supporting evidence as to how and from whom (including full contact details of the purchaser) their Ticket(s) have been obtained and at what price.
4. Any Ticket offered for sale, sold, transferred, used or disposed of in breach of Clause II paragraphs (2), (3) or (4) of these Conditions may be cancelled by THE ORGANISERS, and any Ticket Holder seeking to use the Ticket may be refused admission to or evicted from the Venue without refund or compensation and may also be liable to legal action.
5. The purchase of and / or use of a Ticket does not grant the Ticket Purchaser, Ticket Holder (or any other person) any rights to or licences in any Intellectual Property Rights owned by or licensed to THE ORGANISERS and any such use of such rights or association or affiliation with any of those rights without the right's owners' authorisation shall be an infringement of those Intellectual Property Rights.

III. Venue Entry & Requirements

1. These Conditions are subject to any additional requirements for crisis management, public order and security and safety conditions of admission to a particular Venue that may be issued by /THE ORGANISERS from time to time ("Venue Regulations"). THE ORGANISERS shall notify Ticket Purchasers of any such Venue Regulations via email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application and made available via ticket.my.na. If a Ticket Holder fails to comply with the applicable Venue Regulations, they may be refused admission to the Venue or evicted from the Venue without refund or compensation. In the case of any conflict between these Conditions and the Venue Regulations, these Conditions will prevail.
2. Admission to a Venue will only be authorised upon presentation of a valid Ticket and, if required by THE ORGANISERS and/or any Authorised Person, photographic proof of identity and proof of age and proof of address. One Ticket will be required for each person, regardless of age. A valid Ticket permits the Ticket Holder to view the relevant Event from the seat indicated on that Ticket or such other alternative seat as THE ORGANISERS and/or may allocate acting reasonably. The Ticket Holder is not guaranteed an uninterrupted and/or uninhibited view of the Event from the seat provided, nor is any representation or warranty given as to the quality, content or duration of the Event.
2. Any Ticket Holder leaving a Venue will not be re-admitted and no pass-outs will be permitted.
4. For the purposes of safety, security and/or adhering to compliance measures, each Ticket Holder shall, if requested by any Authorised Person, co-operate and comply fully with the instructions and guidelines of such Authorised Person (including by producing a valid Ticket

and physical proof of identity that displays the age of the Ticket Holder). A Ticket Holder may be required to submit to a body and possessions search as well as a screening process for the purposes of identifying any Illegal or Prohibited Item or Restricted Item on their person and / or to comply with health and safety requirements, and any refusal by the Ticket Holder may result in refusal of admission to the Venue or eviction from the Venue without refund or compensation. Any identified Prohibited or Restricted Items which are surrendered by a Ticket Holder as a condition of entry to the Venue shall be deemed to be surrendered irrevocably and voluntarily and will be unable to be reclaimed by the Ticket Holder and shall be disposed of by THE ORGANISERS without liability.

5. THE ORGANISERS, and/or any Authorised Person may refuse admission to the Venue or eject from the Venue without refund or compensation any Ticket Holder who;

a) does not comply with the organisers' code;

b) does not comply with the Venue Regulations;

c) is noticeably under the influence of alcohol, narcotics or any behaviour modifying substance, or is behaving, or considered by any Authorised Person likely to behave, violently, harmfully, disruptively or in a manner contrary to public order and/or safety;

d) brings or attempts to bring into a Venue, possesses or uses within a Venue or in the vicinity thereof any Illegal or Prohibited Item including, without limitation, any prohibited items stipulated separately under Venue Regulations and the following:

i. firearms & ammunition (including component parts) or replica or imitation firearms or ammunition; all types of knives and bladed items; offensive weapons or implements, such as extendable batons, or any items modified into weapons or replica or imitation weapons; controlled drugs; explosives, fireworks, flares, smoke canisters or replica explosive devices; personal protection sprays, laser pointers & strobe lights; glass bottles and glass receptacles (medication bottles for personal use for which an original doctor's script must be available on request); hazardous and/or toxic materials; aluminium or steel containers or aluminium or steel cans; plastic bottles; any umbrellas; or any item that an Authorised Person considers dangerous, hazardous and/or illegal or that may be used as a weapon or a missile or that may compromise or otherwise interfere with the safety of (or pose a hazard to) any person or security at the Venue;

ii. all wireless devices which emit radio waves (including phone jammers, radio scanners and walkie-talkies, wi-fi (wireless LAN) routers), excluding mobile phones for personal use and wireless devices which only have receiving functions (such as radios). Personal/private wireless and 3G or 4G access points/hubs and unmanned aerial vehicles (UAV) and flying objects generally known as drones are strictly prohibited;

iii. hard cool boxes;

iv. compressed gas containers (otherwise than required for personal medical purposes for which an original doctor's script is required);

- v. protest material of any kind, including banners, clothing, signs or materials displaying political, religious, offensive or race-related messages, slogans or images;
- vi. tents, spray paint or any other item which could be used to demonstrate within a Venue, sabotage or damage property;
- vii. any objects bearing trademarks or other kinds of promotional signs and messages (of whatever nature) which THE ORGANISERS, or any Authorised Person believe are for promotional or ambush marketing purposes;
- viii. any tripods, monopods or video camera equipment whatsoever including 'selfie sticks' (whether or not for personal use); and any camera or other type of photographic or recording device (of any nature whatsoever and whether capturing still or moving pictures);
- ix. bicycles, roller-skates, skateboards, scooters, wheeled footwear, prams and children's buggies and similar items; and/or
- x. pets or animals (other than guide/service dogs);

e) brings or attempts to bring into a Venue, possesses or uses within a Venue any Restricted Item which, in the reasonable opinion of an Authorised Person, might compromise or otherwise interfere with the enjoyment or comfort of any person at the Venue, such as, without limitation, large flags, banners and flag poles, oversized hats and umbrellas, etc. which limit other people's views, noisemakers which make excessive loud noises such as vuvuzelas and whistles, horns, air horns, drums, rattles (things emitting clatters and sounds), and musical instruments;

f) brings or attempts to bring into a Venue any alcohol, food and/or non-alcoholic drinks;

g) whilst within any Venue or vicinity thereof, engages in disruptive, dangerous or violent behaviour including (without limitation) throwing, casting, thrusting or propelling any object (including, without limitation, onto the Playing Surface), instigates violence, racism, xenophobia or homophobia, or behaves in a way that any reasonable person may interpret as provocative, threatening, discriminatory and/or offensive, or creates or poses any threat to the life or safety of themselves or any other person(s), or harms any other person(s) in any way, or unreasonably obstructs the viewing of other spectators;

h) whilst within any Venue, enters or circulates in restricted access areas or other areas where that person is not permitted (including, without limitation, the Playing Surface, or other officials' areas); or stands on seats; or climbs lighting masts, fences, roofs and other apparatus or constructions;

i) is reasonably suspected by an Authorised Person of having committed, or being likely to commit, a criminal offence within the Venue or the vicinity thereof;

j) whilst within any Venue or the vicinity thereof, fails to comply with instructions from THE ORGANISERS and/or any Authorised Person;

k) whilst within any Venue, damages, interferes with or tampers with any property of any third party;

l) whilst within any Venue, smokes in any area where smoking is not permitted or uses an e-cigarette in any area where smoking is not permitted;

m) brings or attempts to bring into a Venue, sells, possesses or uses within a Venue or in the vicinity thereof any sponsorship, promotional or commercial items or materials (of whatever nature) or any other third party without the prior written authorisation of THE ORGANISERS (and the Ticket Holder may be asked to deliver a copy of any such authorisation upon entry to or whilst within any Venue);

n) whilst within any Venue or the vicinity thereof, engages in any form of activity related to marketing or advertising (including ambush marketing), or conducts any commercial activity whatsoever, or offers (either for free or for sale), sells or possesses items with intent to sell (including, without limitation, drinks, food, souvenirs, clothes, promotional and/or commercial items and literature), in each case without the prior written authorisation of THE ORGANISERS;

o) whilst within any Venue hangs or drapes any flag or banner over any signage within the Venue;

p) whilst within any Venue, engages in any form of gambling, or uses any computer and/or mobile device (including any portable, laptop or handheld computer tablet) to engage in any online betting activities in relation to the result, progress, conduct or any other aspect of the Event, or records, compiles, transmits or disseminates (by any means) any scoring, statistical or other data for the direct or indirect purposes of gambling or gaming;

q) offers to any third party any bribe or other reward to fix or contrive in any way or otherwise improperly influence the result, progress, conduct or any other aspect of the Event and/or otherwise contacts or attempts to contact any player, coach, team or Event official for a corrupt or improper purpose;

r) is under the age of 16 years unless accompanied by his/her parent or guardian or other adult of the age of 20 or over designated by such parent or guardian;

s) uses or operates any unmanned aerial vehicles and flying objects generally known as drones at the Venue or surrounding areas of the Venue;

t) destroys, damages, defaces any buildings, trees, works, other facilities, equipment or articles at the Venue or surrounding areas of the Venue;

u) demands visitation or does not move though being requested to move from any part of the Venue or surrounding areas of the Venue;

v) views /stands or loiters in the aisle or viewing from the aisle;

w) enters or parks vehicles or bikes in areas at the Venue or surrounding areas of the Venue which are not permitted;

x) conducts any protests or demonstrations, meetings, solicitation, public speeches, propagandas, missionary work at the Venue or surrounding areas of the Venue, etc.; and/or

y) conducts any other acts which will or may obstruct the undisturbed operation of the Tour.

6. Ticket Holders must retain their Ticket at all times whilst within any Venue and Tickets must be presented for inspection upon request by THE ORGANISERS, and/or any Authorised Person. Failure to do so may result in the Ticket Holder being ejected from the Venue without refund or compensation.

8. There is no storage available at Venues for any surrendered Illegal or Prohibited Items or any Restricted Items or Ticket Holders' other personal property.

IV. Limitation of Liability

1. Nothing in these Conditions seeks to exclude the liability under applicable Namibian legislation of THE ORGANISERS, the Official Ticketing Agent, the Authorised Agents, the owner of the Venue or any Authorised Person for death or personal injury caused by its negligence, fraud or other type of liability which cannot be excluded or limited by law.
2. THE LIABILITY OF THE ORGANISERS, THE OFFICIAL TICKETING AGENT AND THE AUTHORISED AGENTS SHALL (IN AGGREGATE) OTHERWISE BE LIMITED TO THE REFUND SET OUT IN SECTION VI (INCLUSIVE) OF THESE CONDITIONS.
3. PERSONAL ARRANGEMENTS INCLUDING TRAVEL, ACCOMMODATION OR HOSPITALITY RELATING TO ATTENDANCE AT THE EVENT WHICH HAVE BEEN ARRANGED BY THE TICKET HOLDER ARE AT THE TICKET HOLDER'S OWN RISK AND NONE OF THE ORGANISERS, THE OFFICIAL TICKETING AGENT OR THE AUTHORISED AGENTS SHALL BE RESPONSIBLE TO THE TICKET HOLDER FOR ANY INDIRECT LOSSES OR DAMAGES.
4. THE TICKET HOLDER IS RESPONSIBLE FOR THEIR OWN PERSONAL PROPERTY BROUGHT TO AND INTO A VENUE. NONE OF THE ORGANISERS, THE OFFICIAL TICKETING AGENT, AUTHORISED AGENTS, THE OWNER OF THE VENUE OR ANY AUTHORISED PERSON ACCEPTS

ANY RESPONSIBILITY FOR ANY LOSS, THEFT OR DAMAGE OF A TICKET HOLDER'S PERSONAL PROPERTY.

5. Waiver of liability relating to coronavirus (COVID-19) and other communicable diseases. The novel coronavirus, COVID-19, was declared a worldwide pandemic by the World Health Organisation. THE ORGANISERS, Authorised Agents and the respective Venues hosting the Event cannot prevent any attendees at an Event from becoming exposed to, contracting, or spreading COVID-19 or any other communicable disease while attending an Event. It is not possible to prevent against the presence of the disease. Therefore, Ticket Holders who choose to utilise a Ticket to enter a Venue, may be exposed to and / or increasing the risk of contracting or spreading COVID-19 or any other communicable diseases. By entering a Venue, the Ticket Holder has assumed the risk to and understand the above warning concerning COVID-19 or any other communicable diseases. The Ticket Holder hereby acknowledges that they have been informed and are aware that in attending an Event and entering a Venue that they may be at risk of being exposed to, contracting, and/or spreading COVID-19. IN THIS REGARD THE TICKET HOLDER WAIVES THE RIGHT TO BRING ANY CLAIMS INCLUDING FOR PERSONAL INJURIES, DEATH, DISEASE OR PROPERTY LOSSES, OR ANY OTHER LOSS, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE AND SHALL NOT SEEK DAMAGES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN RELATING TO COVID-19 OR ANY COMMUNICABLE DISEASES.

V. Media & Recordings

1. Photographs or any other recordings of sound or images taken by a Ticket Holder within a Venue may be used for personal, private, non-commercial and non-promotional purposes only. The Ticket Holder shall not, except for personal, private, non-commercial and non-promotional purposes and in any event not for commercial gain, disseminate at any time, over the internet, radio, television and/or any other current and/or future form or type of media, any sound, image, description or result and/or statistics of an Event (in whole or in part) including (without limitation) any such content made, recorded or captured in still or moving form by mobile phones or by any other form of wireless and/or portable device, or to assist any other person(s) in the conduct of such activities.
2. Each Ticket Holder attending an Event:-
 - a) acknowledges that he/she is likely to be recorded in a number of media and publicly disseminated;
 - b) agrees that perpetual use may be made, free of charge, of their voice, image and likeness captured whilst present at or about the Venue (by means of live or recorded video display, broadcast, transmission or other dissemination or recording, photographs or any other current and/or future media technologies) and waives, on an irrevocable, worldwide, perpetual basis, all rights to object to such recording and the broadcasting, transmission or other dissemination thereof in any current and/or future media technologies;

c) acknowledges and agrees that THE ORGANISERS are the sole legal and beneficial owner of the copyright and any other Intellectual Property Rights of any nature whatsoever in and to any recordings of sound or images taken within a Venue (including future rights to such recordings or to any works derived from such recordings) and waives, on an irrevocable, worldwide and perpetual basis, all rights (including moral rights) in and to any such recordings; and

d) hereby unconditionally and irrevocably grants to THE ORGANISERS a perpetual, exclusive, freely assignable and royalty-free and worldwide licence to use, adapt, distribute and/or exploit, by any means and in any current and/or future form or type of media or format, any recordings taken by the Ticket Holder within a Venue in breach of Section V, paragraph (1) of these Conditions.

VI. Refunds, etc.

1. THE ORGANISERS does not guarantee that the Event for which a Ticket is issued will take place at the date, time and Venue stated on the Ticket.
2. THE ORGANISERS reserves the right to make alterations to the time, date, duration and Venue of any Event or other details governed by any Ticket in the event of unforeseen or other circumstances, including (without limitation), Force Majeure, safety and security concerns or decisions from any Authorised Person or other competent authority. In the event of such alteration, neither THE ORGANISERS, the Official Ticketing Agent or any Authorised Agents will be liable to the Ticket Holder or any other person for any costs, expenses or other losses resulting from such alteration, except to the extent set out in Section VI, paragraphs (5), (6), (7) and (8) of these Conditions.
3. As soon as possible after THE ORGANISERS determines postponement, rescheduling or cancellation of an Event, all available information will be posted on Eticket.my.na but it is the responsibility of the Ticket Holder to ascertain whether an Event has been postponed, rescheduled or cancelled and any new dates, times and Venue.
4. A Ticket will not be exchanged or refunded if:-
 - a) the Event is stopped for any reason after starting; or
 - b) the Event is delayed for any reason on the date of the Event; or
 - c) the start time of an Event changes but not the date.
5. THE ORGANISERS shall only be required to refund a Ticket Purchaser (on application by the Ticket Purchaser) with the Face Value of the relevant Ticket less Ticket administration fees, in the following circumstances:-
 - a) if the Event is postponed before start time and the Event is not rescheduled;
 - b) if the Event is not held due to cancellation of the Event; or
 - c) if the Ticket Purchaser is otherwise entitled to a refund under Namibian law.

6. If an Event is postponed before starting time and the Event is rescheduled to another date (whether at the original Venue or at a different Venue), the Ticket Holder may:
 - a) if the Event is rescheduled to another date at the original Venue either use the original Ticket for the rescheduled Event;
7. The Ticket Purchaser shall not be entitled to a refund of any fees or charges paid in addition to the Face Value of the Ticket (for example, any Handling Fee or postage or courier charges) except where required by Namibian law. No interest or costs will be payable in respect of any monies refunded.
8. Where Section VI paragraph (5) of these Conditions applies, only the original Ticket Purchaser may apply for a refund. If THE ORGANISERS initiates a refund process under paragraphs (5) (a), (b), (c) or (d) of these Conditions, the Ticket Purchaser will be advised of the process and the prescribed deadline for refund applications through the media or via direct communication within ten working days of the cancellation or rescheduling of the Event or the cancellation of the Event.
9. The Ticket Purchaser must follow the prescribed process and deadline and produce the original Ticket or follow other procedures designated by THE ORGANISERS in order to be eligible for a refund. THE ORGANISERS shall not be required to issue a refund in relation to any Ticket which it reasonably believes has been the subject of a sale, transfer or disposal in breach of Section II, paragraphs (2), (3) or (4) of these Conditions.

VII. General

1. These Conditions have been drafted in the English language. In the case of any conflict or ambiguity between the English language version of these Conditions and any translation of them into any other language, the English language version of these Conditions will prevail.
2. Information about a Ticket Purchaser is gathered and stored by THE ORGANISERS and / or the Official Ticketing Agent and / or Authorised Agents to identify the Ticket Purchaser and for administration, communication, marketing, enforcement and access control purposes. The Ticket Purchaser has a right of access to and correction of their personal information by written request to THE ORGANISERS.
3. The Ticket Holder irrevocably and unconditionally consents to the collection and processing by THE ORGANISERS and / or the Official Ticketing Agent and / or Authorised Agents of personal information provided by the Ticket Purchaser and any other Ticket Holder in accordance with THE ORGANISERS's privacy policy for the purposes of the implementation of these Conditions, including for administration, communication, marketing, enforcement and access control purposes
4. Save as required by Namibian law, none of THE ORGANISERS, the Official Ticketing Agent or any Authorised Agent accepts any responsibility for any loss, theft or accidental destruction of

any personal information provided by the Ticket Purchaser (and any other Ticket Holder) or any financial or other loss or damage which may result therefrom.

5. In the event that any provision of these Conditions is declared void, ineffective or unenforceable in any respect by any competent court in any jurisdiction, that provision shall be severed to the extent necessary in that jurisdiction, and the remainder of these Conditions will remain in effect as if such provision had not been included and the validity, enforceability and/or legal effect of such remaining Conditions shall not in any way be affected or impaired thereby.
6. THE ORGANISERS reserves the right to make amendments to these Conditions from time to time where it has a valid reason to do so (including, without limitation, a change in the Venue Regulations). A full copy of the latest version of the Conditions (as amended, where appropriate) will be available at the website: eticket.my.na and THE ORGANISERS shall notify Ticket Purchasers of such changes via email to the Ticket Purchaser's email address as specified in the Ticket Purchaser's application if they materially affect Ticket Purchasers' rights as a consumer.
7. Any information requests or other correspondence in relation to these Conditions should be addressed to: info@nmh.com.na
8. Any breach of any these Conditions may result in the cancellation of the Ticket, the refusal of admission to the Ticket Holder to the Venue, or their eviction from the Venue, in each case without refund or compensation in addition to any other remedy that THE ORGANISERS may have. Without limiting the generality of the remedies available to THE ORGANISERS, a breach of these Conditions by a Ticket Holder may result in the cancellation of all such Ticket Holder's Tickets for any or all Events. No failure or delay by THE ORGANISERS to exercise any right (in whole or in part) under these Conditions shall constitute a waiver of that right, nor restrict any further exercise of that right.
9. All Tickets (and the copyright inherent and implied in all Tickets issued) remain the property of THE ORGANISERS. Tickets are leased for the purpose of proving one's qualification to admission. In the event of any breach of any of these Conditions by a Ticket Holder, Tickets must, upon the request of any Authorised Person, be delivered to that Authorised Person. Such actions are without prejudice to other remedies which THE ORGANISERS may have.
10. These Conditions constitute the entire agreement between the parties and no party shall have any claim or remedy in respect of any statement, representation, warranty or undertaking, made by or on behalf of any other party in relation to these Conditions which is not already set out in these Conditions.
11. All the provisions of these Conditions shall be enforceable by THE ORGANISERS, the Official Ticketing Agent and Authorised Agents.

12. Save as set out in paragraph 13 below, these Conditions will be governed by and interpreted in accordance with South African law. Any dispute arising from or in connection with these Conditions or a Ticket Holder's attendance at an Event will be submitted to the exclusive jurisdiction of the Namibian high court. Notwithstanding the foregoing, THE ORGANISERS, the Official Ticketing Agent and Authorised Agents reserve the right to pursue any legal proceedings in a competent court in the defendant's domicile, which proceedings shall be governed by and interpreted in accordance with Namibian law.
13. These Conditions shall not affect a person's statutory rights as a consumer.

VIII. Definitions

When used in these Conditions, the following capitalised terms shall have the following meanings:-

“Authorised Agents” means Intouch Interactive Marketing (Pty) Ltd and all persons appointed by or on behalf of Intouch Interactive Marketing (Pty) Ltd in connection with the Event, official partners, official sponsors, official suppliers, official broadcasters and official licensees who are legally and contractually entitled to sell or distribute Tickets);

“Authorised Person(s)” means collectively all Event management, Venue management, Police, public bodies and agencies responsible for health, safety and security in connection with the Event or the Venue or an Event, and their respective staff, officials, representatives, officers and volunteers;

“Conditions” means these terms and conditions and the Venue Regulations which are incorporated into these Conditions by reference, together with any amendments or updates to the same issued by or on behalf of THE ORGANISERS from time to time;

“Face Value” means the specified price of the Ticket only (including Namibian value added tax thereon) as stated on the face of the relevant Ticket, and excludes any Handling Fee (or part thereof) or other fees or charges paid by the Ticket Purchaser in respect of that Ticket (including postage or courier charges);

“Force Majeure” means acts, events, non-happenings, omissions or accidents (including acts of God, war, hostilities, terrorism, riot, fire, explosion, accident, flood, sabotage, lack of adequate fuel, power, raw materials, containers, transportation, strike, lock-out or injunction, epidemic or pandemic, changes to governmental laws, regulations or orders) which in any way affects any Event and / or the Tour;

“Handling Fee” means the fee payable per Ticket transaction or order, charged in addition to the Face Value of the Ticket, for the processing and delivery of Tickets in that transaction or order (including Namibian value added tax thereon);

“Illegal or Prohibited Item(s)” means those items specified in Section III, of these Conditions and any other items from time to time prohibited from being brought into Venues (and Ticket Holders should

check the ticketing information on eticket.my.na from time to time for details of any additional Illegal or Prohibited Items);

“Intellectual Property Rights” means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Event” means a game of rugby union forming part of the Tour, the particulars of which are clearly indicated on the Ticket;

“Official Ticketing Agent” means the official appointed Ticket agent of THE ORGANISERS, acting as agent for THE ORGANISERS;

“Original Sale Price” means the specified price of each Ticket plus any Handling Fee (or part thereof) and other charges necessary to effect the sale or trade of that Ticket (including postage or courier charges);

“Restricted Item(s)” those any item which, in the reasonable opinion of an Authorised Person, might compromise or otherwise interfere with the enjoyment or comfort of any person at the Venue such as, without limitation, the items referred to in Section III, paragraph (4)(c) of these Conditions (and Ticket Holders should check the ticketing information on eticket.my.na from time to time for details of any further examples of items which may only be brought into a Venue at the discretion of an Authorised Person);

“THE ORGANISERS” means Namibia Media Holdings (Pty) Ltd or organiser as stated on the ticket;

“Ticket” means a ticket (whether a hard copy ticket or an electronic ticket) evidencing a personal revocable licence from THE ORGANISERS for an individual to attend a particular Event at a particular Venue in accordance with the details indicated thereon;

“Ticket Holder” means any individual possessing, holding or using a Ticket, including (without limitation) the Ticket Purchaser or any person to whom the Ticket was issued or transferred;

“Ticket Purchaser” means the individual who has purchased a Ticket or Tickets through the Event's official Ticket programme and/or through any Authorised Agent(s);

“Venue” means the entire premises of a stadium where an Event is scheduled to take place including all adjacent and surrounding areas used or controlled by THE ORGANISERS in connection with the staging of the Event at the Venue;

“Venue Regulations” means as defined in Section III, paragraph (1);

Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. As per Government regulations, businesses have a responsibility to keep your information safe. And whilst every business you sign in to will have access to this information, they need to exercise care and diligence to protect all visitors’ data and sensitive information. We may also release your information to the Ministry of Health or when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for statistical analyses, or other uses.

Your Consent

By using our site, you consent to our privacy policy.

Changes to our Privacy Policy

If we decide to change our privacy policy, we will post those changes on this page, and/or update the Privacy Policy modification date below.

This policy was last modified on 18 June 2020

Contacting Us

You have the right to ask for a copy of any personal information we hold about you, and to ask for it to be corrected if you think it is wrong. If you’d like to ask for a copy of your information, or to have it corrected, please contact us at info@intouch.com.na

Warranties

Whilst we take every precaution and strive to provide only the best software, we can not accept responsibility for inaccurate use, poor network connections, the quality of the hardware used by users and businesses or any other factor that may contribute to issues whilst using our platform. We furthermore advise business owners to keep physical books and / or other means at the ready should any system issues deter the logging of visitors to their premises.