

# "HOSPITALI-TEE" LOUNGE

- **Book your place** in our air-conditioned facility, which is strategically located on the Stretch, in close proximity to the Public Village. The Lounge offers comfortable open seating (indoor and shaded terrace), live TV feed of the **Nedbank Golf Challenge** and catering throughout the day.
- Put your putt-putt skills to the test and participate in our "Africa's Mini Major", or pop into the Merchandising Marquee, both of which are nearby.
- The Lounge offers you a place to relax whether between following your favourite golfer, enjoying the NGC culinary favourites or sipping on an ice-cold refreshment whilst networking in style!

# **HOSPITALITY TICKET PRICES PER DAY:**

Thursday & Friday Saturday & Sunday **R 5 495.00** excl VAT p/p per day **R 5 995.00** excl VAT p/p per day

# **Ticket fee will include:**

**TICKET** Official entrance ticket to the 2024 Nedbank Golf Challenge.



Accreditation to enter "The Hospitali-TEE Lounge".



A premium buffet offering – this will include breakfast, lunch, and afternoon snacks within the facility.



Y A fully stocked open bar, containing tournament products.

An all-day coffee station.



- Sunscreen station.
- Daily prizes available up for grabs.



# **HOW TO PURCHASE:**

Contact email: ngchospitality@suninternational.com Website: www.nedbankgolfchallenge.com





# HOSPITALI-TEE LOUNGE BOOKING

Entered into by and between
SUN INTERNATIONAL MANAGEMENT LIMITED (Hereinafter referred to as "SIML")

and

#### (Hereinafter referred to as "The Client")

## 1. BOOKING AND CONFIRMATION

- The Client guarantees to SIML, that all information supplied in the booking form and this agreement, is true and correct.
- 1.1 Please note that the sale of any hospitality tickets is subject to availability and at the sole discretion of SIML. Due to a limited number of tickets
- being available each day, tickets are allocated and confirmed on a first come first paid basis. No provisional bookings will be accepted by SIML.
  1.2 Incomplete booking forms will not be processed by SIML. It is the obligation of the Client to ensure that SIML is in receipt of a completed booking form.
- **1.3** Upon signing the booking form, the Client acknowledges that they have read, understood and agree to all the terms and conditions contained in this booking form. Signing these terms and conditions herein, shall constitute an offer by the Client to purchase the Hospitality tickets from SIML, which offer shall remain valid until accepted by SIML, unless indicated otherwise in terms of clause 1.6 below.
- **1.4** Upon receipt of the signed and submitted booking form, SIML will consider the Client's application. SIML reserves the right to refuse to sell hospitality tickets to any person/entity, upon managements discretion.
- **1.5** Should SIML inform the Client in writing that its application for the hospitality tickets has been unsuccessful, for any reason whatsoever or due to insufficient availability, which is entirely at SIML's sole discretion, the offer shall immediately lapse, and the Client shall have no claim for damages (direct or consequential) against SIML, as a result of SIML's decision to not sell any hospitality ticket to the client. The client may be refunded if in accordance with these terms and conditions, subject to the sole discretion of SIML.

#### 2. INVOICING AND PAYMENT OF PURCHASE PRICE

SIML shall be deemed to have accepted the Client's application for Hospitality tickets as set out in clause 2.

- 2.1 Once the complete booking form is received, SIML shall issue the client with a valid tax invoice for payment of the full purchase price of the entire booking. Receipt of a valid tax invoice by the client from SIML shall constitute acceptance of the clients offer to purchase the hospitality tickets and thus these booking terms and conditions shall become binding and enforceable between the two parties.
- 2.2 Payment must be made by the client and be received by SIML within 7 days after the issue of the invoice to the client by SIML.
- 2.3 Payment is only deemed to have been accepted and received by SIML, upon the funds reflecting in SIML's bank account.
- 2.4 Non-payment of the amounts due within the specified time, in terms of the valid tax invoice received by the client, shall result in the enforcement of the cancellation terms as set out in clause 8 and 9.
- 2.5 Full Payment must reflect in SIML's bank account as cleared funds, before any hospitality tickets (letter of collection) will be released to the Client, and it is to be understood and accepted by the client, that a recorded proof of payment on its own will not suffice as receipt of payment by SIML.
- 2.6 Payment by cheque will not be accepted.
- 2.7 Should the client pay for the hospitality tickets by credit or debit card, then a surcharge of 5% including VAT on the purchase price shall be paid by the client to SIML. SIML shall invoice the client accordingly.

## 3. COLLECTION AND RELEASE OF HOSPITALI-TEE LOUNGE TICKETS

- **3.1** Once the payment for the hospitality tickets has been received from the Client, SIML will issue the Client with a letter of confirmation, which will advise of the date, time and location where the hospitality accreditation can be collected.
- **3.2** For security reasons, SIML will not post, deliver or courier any hospitality accreditation to clients, any such accreditation may only be redeemed against a letter of confirmation by the Client personally or, if collected on the Client's behalf, the company, the representative shall have proof of identity and proof that he/she may collect on the Client's behalf.
- 3.3 SIML will not be liable to replace any hospitality accreditation that may have been lost, destroyed or misplaced by the client for any reason whatsoever.

## 4. INFORMATION AND PRICING

- 4.1 Whilst every effort will be made to ensure the accuracy of the information contained on SIML's website, brochure and/or quote such information is subject to alteration or amendment at any time, without prior notice to the Client and without risk to SIML. SIML shall not be held liable for any inaccuracies on any website, brochure or quote supplied by it or an associated partner, and SIML will not be held liable for any damages or loss arising out of such incorrect or amended information.
- 4.2 SIML shall be entitled, at its sole discretion, to determine the pricing of any hospitality ticket or service and may adjust the price in accordance with the prevailing market conditions, without prior notice to anyone.
- **4.3** No price change will be implemented once payment is received in full from the Client against an issued invoice unless changes are requested by the Client.



#### 5. CATERING AND SPECIAL DIETARY REQUIREMENTS

- 5.1 SIML shall provide and offer catering as well as a variety of alcoholic and non-alcoholic beverages in the designated hospitality facility. All food and alcoholic beverages must be consumed within the hospitality facility.
- 5.2 It is the Client's obligation to ensure that SIML is notified on the booking form of <u>any</u> special dietary requirements including, but not limited to Vegetarian, Halaal or Kosher whether for him/herself or for any of its guests and invitees. There will be an additional charge to the clientfor special catering and/or dietary requirements/requests. Notice of any special dietary requirements must be received by SIML at least 3 weeks prior to the event and any additional payment required resulting thereof must be made within 7 days of such notice, and 14 days prior to the event. If such payment has not been received, no dietary services will be prepared. Failing to advise SIML of any dietaries, SIML shall assume that no special dietary requirement are necessary, and as such SIML will not be required to provide any dietary services on the day.

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#### 6. CHILDREN AND MINORS

- 6.1 The Client or any of its guests and invitees shall ensure that any children and minors that accompany the clients to the event, are well supervised at all times, and that such children and minors are not a disturbance to other clients of the event.
- 6.2 The Client shall at all times be responsible for the safety of the children and minors that are accompanying the Client or any of its guests and invitees.
- **6.3** SIML shall not be held liable for any injury or death of any minor or child, irrespective of whether such injury or death is caused by the negligence, omission or fault of SIML or any of its employees, agents, representatives, suppliers or sub-contractors.
- 6.4 The below child policy will apply for all Hospitali-TEE Lounge tickets:
  - Children aged 0 to maximum 2 years = Complimentary access to the facility. Limited to a maximum of 2 children per booking.
     Children aged 2 years and older = Charged at full rate.

#### 7. ACCESS TO HOSPITALI-TEE LOUNGE

- 7.1 In order to gain access to the hospitality facility the client shall ensure that the necessary accreditation is displayed in the required manner (i.e. wrapped/fastened around the bearer's wrist) at all times, and is at all times visible to the security guard at any access points or management of the event and must be shown to any of SIML's staff upon request. No access will be granted to the hospitality facility without the required accreditation.
- 7.2 Failing to do so, SIML may evict the client or any of its guests or invitees from the hospitality facility.
- 7.3 Right of admission to the hospitality facility is reserved by SIML.

#### 8. NON-PAYMENT AND/OR CANCELLATION OF AGREEMENT BY CLIENT

- 8.1 Should the client fail/omit to pay the full amount reflected in the invoice and by the time period stipulated in clause 2.2, this shall constitute a cancellation of the request by the client, and the client will need to apply for a new booking, subject to availability at time of such request.
- 8.2 Should the client wish to cancel the hospitality tickets, after SIML has confirmed the booking in terms of clause 2, SIML shall then be entitled to charge cancellations fees as follows:
  - 8.2.1 Client advises SIML more than 45 calendar days prior to the scheduled date of the event, the client agrees that he/she/it/they will be held liable by SIML for an amount equal to 50% of the total purchase price of the hospitality tickets and SIML is entitled to retain such amount, and refund the balance only, if any, to the client.
  - **8.2.2.** Client advises SIML more than 30 calendar days but less than 45 calendar days prior to the scheduled date of the event, the client agrees that he/she/it/they will be held liable by SIML for an amount equal to 75% of the total purchase price of the hospitality tickets and SIML is entitled to retain such amount, and refund the balance only, if any, to the client.
  - 8.2.3 Client advises SIML less than 30 calendar days prior to the scheduled date of the event, the client agrees that SIML may retain any and all monies received/the total purchase price of the hospitality tickets.
- **8.3** Cancellation by the client of this agreement will only be valid if receipt of such notice to cancel is acknowledged by an authorized representative of SIML and has been received from the client in writing.
- 8.4 Should the client wish to reverse the cancellation in terms of clause 8.2, then this shall be in the sole operational discretion of SIML.

#### 9. CANCELLATION OF EVENT

Should SIML be prevented by force majeure from complying with its obligations in terms of these terms and conditions, then the client shall have no claim of any nature whatsoever against SIML arising out of its consequent failure to provide hospitality tickets and services. For the purposes of this clause, a force majeure shall, without limitation of the generality of the aforegoing, be deemed to include any act of God, epidemic/pandemic, strikes, lock outs, any labour/industrial actions, fire, explosions, terrorist attacks, war (whether declared or not), civil war, coup d'etat, invasion, any hostile acts of foreign enemies, riot, civil insurrection, military uprising, insurrection, rebellion, revolution, military or usurped power, flood, earthquake, lightning, action, intervention, or decree of local or national government, interruption of services, such as water and electricity or any other cause beyond the reasonable control of the party affected.





- 9.1 Should the event, due to force majeure or for any reason beyond SIML's reasonable control
  - 9.1.1 be cancelled more than 45 days prior to the event, SIML shall refund the client the full purchase price of the hospitality tickets less any other cancellation charges applicable.
  - **9.1.2** be cancelled less than 45 but more than 30 days prior to the event, SIML shall refund the client up to 50% of the purchase price of the hospitality tickets, less any other cancellation charges applicable.
  - 9.1.3 be cancelled less than 30 days prior to the event, SIML shall refund the client up to 25% of the purchase price of the hospitality tickets, less any other cancellation charges applicable.
  - 9.1.4 If play is delayed or interrupted but has commenced as scheduled or is resumed on the same day then the Ticket Holders shall NOT be eligible for a refund.
- **9.2** Should the event be cancelled due to Covid-19 restrictions imposed by government at any time before the event is scheduled to take place, SIML shall refund the Client up to 90% of the purchase price of the hospitality tickets less any other cancellation charges applicable. The amounts retained by SIML is to cover inter alia administration fees incurred by SIML.

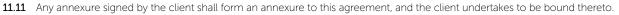
#### 10. TRANSFER OF HOSPITALITY TICKETS

- 10.1 The hospitality tickets may not be transferred by the Client to another party, without SIML's prior written consent.
- **10.1.1** The Client is prohibited from transferring the hospitality tickets on the day of the event to another party, who would otherwise not be permitted access to the hospitality area.
- **10.2** The Client is prohibited from advertising and on-selling/reselling the hospitality tickets, and/or awarding the hospitality tickets as a prize to another party without SIML's prior written consent, in writing and such decision is within SIML's sole and absolute discretion.
- 10.3 Any contravention of clauses 10.1 and 10.2 by the Client (whether intentionally or otherwise), SIML shall be entitled to withdraw the hospitality ticket/s and evict the Client, its guests, invitees as well as any person who have gained access to the hospitality facility illegally, this shall be without any liability to the client by SIML and SIML shall retain any and all payments made for such tickets.

#### 11. GENERAL

- 11.1 The Client is prohibited from selling any items, merchandise or goods within the hospitality facility, unless otherwise agreed by SIML in writing, which decision is within SIML's sole and absolute discretion. Offenders will have their item, merchandise and goods removed without compensation and the client, its guests, invitees will be evicted from the hospitality facility.
- **11.2** The Client is prohibited from setting up and distributing any branding or marketing material within the hospitality facility, unless otherwise agreed by SIML in writing, which decision is within SIML's sole and absolute discretion. Offenders will have their item, merchandise and goods removed without compensation and the client, its guests, invitees will be evicted from the hospitality facility.
- **11.3** The Client is prohibited from smoking in the hospitality facility. The Client hereby indemnifies SIML against any prosecution or penalties that may be instituted or imposed by any competent authority, as a result of contravening the Tobacco Control Act (as amended).
- 11.4 SIML abides and adheres to the Liquor Control Act (as amended), accordingly is prohibited by law to serve alcohol to any person under the age of 18 (eighteen). The Client and any of its guests and invitee's shall exercise control and ensure responsible drinking. SIML will refuse to serve any alcoholic beverages to any person, should the client or any of its guests and invitees fail to produce an identity document (or any other form of identification). The Client or any of its guests and invitees shall be prohibited from knowingly (or reasonably should of known) serving, giving or allowing any person under the age of 18 (eighteen) to consume alcoholic beverages.
- 11.5 The Client or any of its guests and invitees hereby indemnifies the event and SIML, its employees, agents, representatives or suppliers, (i) against any prosecution or penalties that may be instituted or imposed by any competent authority, as a result of the client or any of its guests and invitees contravening the provisions of the Liquor Control Act (as amended (ii) against any injury or death suffered by any third party as a result of assault or physical altercation by the client or any of its guests and invitees intoxicated by alcohol and (iii) against loss of income or damages suffered as a result of the Liquor Control Board revoking, cancelling / withdrawing the venue owner, the or SIML's existing liquor license or as a result of the Liquor Control Board's refusal to grant the venue owner or SIML any liquor license in the future due to the client or any of its guests and invitees contravening the Liquor Control Act (as amended).
- **11.6** The Client is prohibited from advertising the hospitality tickets through any medium for financial gain or to acquire any form of commercial exposure, which would otherwise misrepresent or give a false impression to the general public that the client is in any way associated with the event, SIML or the partners/sponsors of the event, unless otherwise agreed by SIML in writing, which decision is within SIML's sole discretion.
- **11.7** The Client shall have no right to use the official logo, official designations or name of the event, SIML or the partners/sponsors unless otherwise agreed by SIML, in writing, which decision is within SIML's sole discretion.
- **11.8** Should SIML institute action against the Client pursuant to a breach of the Client of these terms and conditions, then without prejudice to any other rights which SIML may have, SIML may recover from the Client all proven legal costs incurred by it, including party and party costs, tracing fees and such collection commissions as SIML is obliged to pay its attorneys.
- **11.9** These terms and conditions together with the hospitality booking form constitutes the entire agreement between the parties and no terms, conditions, representations, warranties, variations or amendments to any term or condition hereof shall be valid or binding on SIML, unless reduced to writing and signed by an authorized representative of SIML.
- **11.10** No relaxation or indulgence by SIML may constitute a waiver of its rights and shall not preclude it from exercising any rights which may have arisen in the past or which might arise in the future.





**11.12** The address inserted on SIML's official quotation shall be the domicilium address nominated by the client in terms of this agreement for the purpose of serving legal notices.

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- 11.13 The Client shall have no advertising or sponsorship or partnership rights or association with the event.
- **11.14** SIML may cede and assign its right and obligations under these Terms and Conditions or in terms of the hospitality booking form. The Client shall not be entitled to cede any of its rights or delegate any of its obligations under this terms and conditions or in terms of the hospitality booking form, to any third party, without the prior written consent of SIML.
- 11.15 The Client warrants that he/she is duly authorised to make this booking, where the booking is made on behalf of another, and bind such person/s.

#### 12. RISK AND INDEMNITY

- 12.1 The Client and its guests and invitees enter the event and the hospitality facility entirely at his / her / its own risk. SIML, its employees, officers, agents shall under no circumstances be held liable for any injury, death, damages, or loss of property suffered by the client or any of his / her / its guests or invitees, arising from any act, or omission by SIML, its employees, officers, agents and the client hereby irrevocably indemnifies SIML against such claims, loss or damages.
- **12.2** DAMAGES the Client undertakes to pay all costs of repairing, restoring or replacing any proven damage to any part of the hospitality area caused by any act, default, omission or neglect of the Client, their guests or invitees within 7 days of receipt of an invoice from SIML.
- 12.3 The Client and its guests and invitees acknowledges that they are individually responsible for their own property brought to and into the venue (including prohibited Items) and that there is no storage available at the for any such items. None of SIML, the venue or any authorised person accept any responsibility for any loss, theft or damage of a ticket holder's personal property and each ticket holder hereby releases SIML, the venue and each authorised person from any liability for any loss or damage to personal property that they may suffer in relation to his or her attendance at the venue.
- 12.4 The novel coronavirus, COVID-19, was declared a worldwide pandemic by the World Health Organisation. SIML and/or its authorised agent cannot prevent any attendees from becoming exposed to, contracting, or spreading the Covid-19 virus or any other communicable disease while attending the event. It is not possible to prevent against the presence of the disease. Therefore, it is quite possible that attendees may be at risk of contracting or spreading the Covid-19 virus or any other communicable diseases. By entering the event and hospitality facility, the attendee assumes the risks to and understands the above warning concerning the Covid-19 virus or any other communicable diseases. The attendee hereby acknowledges that he/she/it/they have been well informed and is/are aware that by attending the event and entering a hospitality facility, he/she/it/they may be at risk of being exposed to, contracting, and/or spreading the Covid-19 virus or any other communicable diseases. The Client agrees to adhere to all Covid-19 protocols that will be implemented while attending the event.
- 12.5 The ticket holder waives the right to bring any claim, whether for illness, sickness, personal injury and death, including the loss of/to property, against SIML.

#### 13. POPIA

SIML understands that your personal information is important to you and that you may be apprehensive about disclosing it. Your privacy is just as important to us and SIML is committed to safeguarding and processing your information in a lawful manner

**13.2** SIML would like to make sure that you understand how and for what purpose we process your information. If for any reason you think that your information is not processed in a correct manner, or that your information is being used for a purpose other than that for what it was originally intended, you can contact our Information Officer. You can request access to the information we hold about you at any time and if you think that we have outdated information, please request us to update or correct it.

#### Information Officer Details for SIML:

#### Siphiwe Buthelezi – ngchospitality@suninternational.com

SIML will only process your information for the following purposes:

- To process your booking form and payment;
- To provide you with your tickets/accreditation to the event/hospitality facility;
- To provide your details to third party suppliers solely for the purpose of carrying out the services in relation to your booking;
- To confirm, verify and update your details; and
- To comply with any legal and regulatory requirements.

Where we share your information, we will take all precautions to ensure that the third party will treat your information with the Same level of protection as required by us. Your information may be hosted on servers managed by a third-party service provider, which may be located outside of South Africa.





14.1 SIML has the exclusive right to determine what objects may be brought into the venue by a ticket holder. The following items are prohibited from being brought into the venue and SIML or any authorised person shall refuse entry to, or evict from the venue, anyone who is found to have brought such items into the venue:

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- 14.1.1 ladders (including step ladders); boxes; crates, including folding crates and other similar items intended to be used to achieve an elevated viewing position.
- 14.1.2 items which are or, in the opinion of SIML or any authorised person, could be used as weapons (including but not limited to firearms, knives, sticks etc.).
- 14.1.3 pyrotechnic devices; fireworks or explosives; smoke canisters; incendiary devices; flares; compressed gas horns or other similar items.
- 14.1.4 musical instruments; megaphones; PA systems; or other similar items used for amplification or broadcast.
- 14.1.5 model aircraft; drones; kites or other similar airborne craft/item.
- 14.1.6 bicycles, scooters and other ride-on equipment, except those required to be used as mobility aids by registered persons with mobility impairment, in which case such items needs to be pre-authorized by SIML.
- 14.1.7 wheeled objects, including skateboards, skates (including in-line skates) and other unauthorised sporting goods.
- **14.1.8** any objects or clothing bearing commercial identification, images or statements which, in the opinion of SIML or any authorised person, may be used for ambush marketing or other similar unauthorised promotional purposes.
- 14.1.9 alcoholic beverages and foodstuffs (except those permitted at the discretion of SIML); drugs (except prescription drugs).
- 14.1.10 items which, in the reasonable opinion of SIML or an authorised person, could potentially harm, cause alarm, upset or offence to other attendees at the event and
- 14.1.11 leaflets or other promotional materials.
- 14.1.12 No pets or animals, except for guide dogs, may be brought into the venue. Prohibited items may be removed, confiscated or destroyed at the discretion of SIML or of any authorised person and a ticket holder will have no right for the item to be returned.

#### 15. STANDARDS OF BEHAVIOUR

- **15.1** Threatening, abusive, violent, uncouth or discriminatory behaviour and foul language is strictly forbidden and will result in ejection from the venue and, where appropriate, enforcement action being taken by relevant authorities.
- **15.2** Interfering or tampering with any equipment, furniture, fitting or other similar infrastructure within the venue will not be tolerated and will result in ejection from the venue and, where appropriate, enforcement action being brought by relevant authorities in accordance with legislative provisions. Defacing or obscuring any notice, advertisement or other article of event branding is strictly forbidden.
- 15.3 Mobile telephones and similar communications devices will be permitted within the venue to the extent that they are used for personal and private use only and in accordance with stipulated rules and requirements within the venue by SIML. Such rules will include:
  - **15.3.1** all devices must be in SILENT mode at all times.
  - 15.3.2 flash functionality must be switched off.
  - **15.3.2** Mobile devices that are used in contravention of this policy will have to be surrendered to officials or the person using them will be required to leave the Venue.

#### By agreeing to these terms and conditions you hereby consent to SIML processing your information for the abovementioned purposes.

Should you sign this form you are committing to a booking. This document **<u>IS NOT</u>** for the purposes of a Quotation.

I, \_\_\_\_\_\_, in my capacity as \_\_\_\_\_\_\_of the Client, do hereby warrant that I am duly authorised and confirm that I have read and understood this contract and its terms and conditions and agree to abide by the same as set out above.

Authorised signature: \_\_\_\_\_\_ Witness: \_\_\_\_\_\_

Date:





# HOSPITALI-TEE LOUNGE BOOKING FORM

Forms to be completed, signed and scanned and returned to SIML together with signed T's and C's via email to: ngchospitality@suninternational.com

#### **CLIENT INFORMATION**

Company Name	Company VAT Number		
Company Registration Number			
Contact Person First Name and Surname			
		Fax Number	
Email Address			
Postal Address			
		Postal Code	
Accountant's Name	Accountant's Telephone Number		
Accountant's Email Address			

#### Please indicate the following

#### NEDBANK GOLF CHALLENGE "THE BUNKER" HOSPITALITY FACILITY TICKETS

FACILITY	DATE	PRICE PER TICKET Excl VAT	NO. OF TICKETS	TOTAL PRICE Excl. VAT
The Hospitali-Tee Lounge	Thursday, 05 December 2024	R 5495.00 each		
The Hospitali-Tee Lounge	Friday, 06 December 2024	R 5495.00 each		
The Hospitali-Tee Lounge	Saturday, 07 December 2024	R 5995.00 each		
The Hospitali-Tee Lounge	Sunday, 08 December 2024	R 5995.00 each		

Please note that all prices are excluding VAT, and VAT will be added on invoicing.

#### **Dietary Requirements**

Subject to a surcharge, which will be advised on invoicing. Please note any dietaries not booked/confirmed in advanced will not be available on the day (refer to T's and C's)

Kosher:	No. of pax
Halaal:	No. of pax
Vegetarian:	No. of pax
Other (Please Specify):	No. of pax

Please note: No booking will be accepted without a signed TERM & CONDITIONS

#### Terms and Conditions accepted and thus signed and duly agreed on:

I am duly authorised and confirm that I have read and understood the attached SIML Hospitality Ticket offer as well as all T's &C's, Booking form and agree to abide by same without condition or restriction.

Signature		Date
-		
Signed by	(Spelled Name and Surname)	