



Updated 8th May 2023;

Thank you for your interest in participating in the Bayimba Events and Festivals. Before you proceed to purchase tickets, we strongly recommend you to go through the following terms and conditions:

- In this section, words like ‘holder’, ‘bearer’, and ‘purchaser’ will refer to you - the person who will buy the tickets to any of the Bayimba Events and Festivals. On the other hand, ‘our’, ‘us’, ‘we’, ‘issuer’, ‘provider’ and similar terms will indicate the organisers of any of the Bayimba Events and Festivals – ‘BAYIMBA’.
- By opting to purchase, allocate or possess tickets to any of the Bayimba Events and Festivals you automatically agree to our terms of use. If you have problems with any of the clauses listed below or do not agree with the risk allocations mentioned here, please do not purchase tickets or try to enter the Bayimba Events and Festivals premises.
- Please note that BAYIMBA reserves the right to make changes, revisions, and amendments, or add/remove sections from this set of terms and conditions - without any prior notifications to you. Such changes will be duly reflected on the website of the organiser www.bayimba.org/tickets. These changes will relate back to the date of purchase of Bayimba Events and Festivals tickets.
- The price of one of any of the Bayimba Events and Festivals ticket varies per event and festival. Once communicated, this figure is non-negotiable.
- The ticket you purchase represents a revocable license for you to access Lunkulu Island on the communicated dates of the event or festival, when any of Bayimba Events and Festivals are scheduled to be hosted. The license includes the revocable right to attending any of the Bayimba Events and Festivals. This license can be revoked at any time by the issuer at its sole discretion, without any prior notifications or compensation options. If the license is revoked, you will not be granted entry at the venue.
- The bearer has to assume full responsibility of the Bayimba Events and Festivals tickets, once (s)he receives it. BAYIMBA has no liabilities - financial, legal, or otherwise - in case the delivered tickets are stolen, lost, damaged, destroyed or rendered unusable in any other way.
- Kindly note that www.bayimba.org/tickets is the sole authorised source for purchasing any of the Bayimba Events and Festivals tickets. If you obtain your ticket(s) from any other unauthorised source, you take on the risks of those tickets turning out to be counterfeit or reported to be stolen. The issuer has the right to dishonour such stolen/counterfeit tickets and declare them as void.
- The Bayimba Events and Festivals tickets delivered to you are not meant to be used for illegal reselling, copying, reproducing, or misrepresenting in any form. You cannot use the ticket(s) for any promotional/advertising purposes either (*including sweepstakes*



and competitions) without our prior approval. Any proven record of such activities will result in immediate seizure and cancellation of your ticket(s).

- Please note that any of the Bayimba Events and Festivals tickets cannot be redeemed against cash, credits, or any other benefits.
- BAYIMBA has the right to investigate if there has been any violation of the Bayimba Events and Festivals ticketing terms and conditions. In case of any conflicts, the decision of BAYIMBA will be deemed final (*i.e., the issuer will remain the final arbiter in cases of disputes*).
- The event service will be deemed to have been delivered in its entirety as soon as any of the Bayimba Events and Festivals starts on the dates communicated. From that point on, no refund requests will be entertained.
- If you are not able to access any particular section(s) of the venue – Lunkulu Island - due to delays, government regulations, organiser policies, weather-related problems, emergencies, venue shutdown/evacuation or any other reason, you will not be eligible for any refunds or future credits.
- If any of the Bayimba Events and Festivals is cancelled in its entirety due to any unforeseen circumstances, BAYIMBA has the sole and absolute right to:
 - i) reschedule the event, or
 - ii) issue a partial/full refund, or
 - iii) not issue any refunds.

Please note that the decision of the issuer in such cases will be deemed final and binding.

- If any of the Bayimba Events and Festivals is cancelled due to any factors or causes not in the control of the issuer, the latter will offer a partial or full refund, or postpone the event, or provide a comparable ‘*make good*’ option. These factors will be inclusive of, but not limited to, natural disasters, federal/state announcements, strikes, delays in production, and the like. Once again, the decision of BAYIMBA will be considered final.
- If any of the Bayimba Events and Festivals has to be rescheduled to other dates, you will not be eligible for any refunds. In case the event is fully cancelled, the refund, if issued, will include ONLY the face value/printed value of the ticket(s). The bearer cannot, under any circumstances, claim refunds on shipping fees, processing fees, handling fees, and such other charges.



- Losses, if any, occurring due to foreign exchange fluctuations at the time of refunds, have to be borne by the purchaser. BAYIMBA cannot be, in any way, held liable for that.
- All ticket sales are deemed as FINAL TRANSACTIONS. There will be no ticket returns/exchanges/cancellations.
- Any of the Bayimba Events and Festivals is a 'rain or shine' event. By purchasing the event tickets, you automatically confirm that you/the attendee(s) are of the '*minimum age*' or older, at the time of buying the ticket(s). The '*minimum age*' for attending any of the Bayimba Events and Festivals is 18 years.
- If it is proven beyond doubt at the venue that an attendee is below the '*minimum age*', (s)he will not be granted entry to any of the Bayimba Events and Festivals. No refunds, full or partial, will be issued either.
- At the time of entering the event venue, you are required to produce the ticket and a valid identification document (ID). By presenting an ID, you confirm that all details present on it are accurate and updated.
- By purchasing any of the Bayimba Events and Festivals tickets and presenting the same at the venue, you give your consent to BAYIMBA to collect certain information about yourself (*name, picture, date of birth, gender, address, etc.*) for verification and storage.
- You hereby agree to forego all types of surcharge claims - full or in part - and all claims & entitlements related to it.
- BAYIMBA does not take any responsibility to personal/financial damages caused to you at the venue, or for any items lost/stolen/misplaced at the venue. Financial reimbursement claims on these counts will not be entertained.
- The Bayimba Events and Festivals and BAYIMBA follow a common '*zero-tolerance policy*' towards unauthorised drug usage or carrying at the venue, AND towards any type of behaviour/actions that can be interpreted as lewd or obscene. If you are found in possession of prohibited items at any of the Bayimba Events and Festivals and/or if you indulge in any objectionable action, your participation in the event will be terminated immediately. Your event ticket(s) will become void from that point on.
- Please note that you purchase any of the Bayimba Events and Festivals tickets on your own free will. As such, you do not have the right to initiate a chargeback claim or dispute on the provider of the credit card/debit card or Mobile Money that had been used for the transaction. Further refund/return/cancellation requests will not be entertained either.



- In all cases of disputes between the ticket-bearer and the ticket-issuer, the decision of the latter will be deemed final. In case a dispute cannot be resolved, the help of an independent third-party arbiter will be sought.

We really hope you will have a great time at any of the Bayimba Events and Festivals. You can get your tickets here www.bayimba.org/tickets.

Management.