

THE SOUTH AFRICAN



**STATE
THEATRE**

**an agency of the
Department of Sport, Arts and Culture**

**SAST ONLINE
TERMS AND CONDITIONS:
- GENERAL -**

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1. SOUTH AFRICAN STATE THEATRE INFORMATION

- 1.1 **THE RENAISSANCE THEATRE, trading as THE SOUTH AFRICAN STATE THEATRE**, a cultural institution under the Department of Sport, Arts and Culture in terms of the provisions of section 3(1) of the Cultural Institutions Act, 1998, also a Schedule 3A Public entity under the Public Finance Management Act, 1999.
- 1.2 Official website www.statetheatre.co.za
- 1.3 Registered address 320 Pretorius Street, Pretoria CBD, 0002, Gauteng Province, Republic of South Africa
- 1.4 Email address admin@statetheatre.co.za

2. TERMS AND CONDITIONS OF USE

- 2.1 Please read carefully the following terms and conditions (Terms) which apply to the South African State Theatre (SAST) www.statetheatre.co.za (SAST Online) service (Service) and which apply in addition to the SAST privacy policy as set out on the SAST website. By using the Service you agree that you are legally bound by these Terms. If you do not agree to these Terms, do not use the Service as you will be in breach of these Terms. Instead, contact us via email to admin@statetheatre.co.za.
- 2.2 You may print these Terms, or store them in your computer, for future reference. These Terms may be updated by us from time to time without notice to you. You should review the SAST website periodically for changes to these Terms, your continued use of the Service after any such changes constitutes your acceptance of the new Terms. The latest version of these Terms will be applicable at the time that any issue or dispute is raised under these Terms.

3. INTERPRETATION

- 3.1 'Contract' means the contract for the provision of the Service to you on the basis of these Terms entered into by SAST and the User, collectively known as the Parties and individually as a Party to the contract;
- 3.2 'SAST' means the South African State Theatre;
- 3.3 'Service' means the SAST Online service which is selected by the User;
- 3.4 'Site' means the SAST website www.statetheatre.co.za or any other site used by SAST for the provision of the Service;
- 3.5 'Standard Charge' means SAST's standard charges for supply of the Service, as set out on the Site or as varied from time to time;
- 3.6 'Territory' means the world and the universe;
- 3.7 'Users', 'you' or 'your' means the person or business that has registered on the Site and for whom SAST has agreed to provide the Service in accordance with these

Terms, and includes any individual who uses the Service on behalf of that person for personal usage, and includes institutions and commercial entities.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 You acknowledge that SAST is the owner or the licensee of all intellectual property rights in the Site and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 4.2 You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on any intellectual property rights on the Site, in any manner, and you shall not exploit the said intellectual property rights in any unauthorised way whatsoever. You acknowledge that no intellectual property rights are intended to, nor shall they be deemed to, transfer to any person who accesses the Site, in any way, including (but not limited to) by assignment, implied assignment, licence or implied licence, either by application of these Terms or use of the Site in any other way, whether authorised or not by these Terms.
- 4.3 SAST may at its own discretion and without giving notice alter, remove or suspend any part of the Site and any Content of the Site. In no event will SAST be liable for any loss or damage arising as a result of modifications made to the Site.

5. DIGITAL CONTENT

- 5.1 The Site provides video content of theatrical productions. Among other features on the Site you may preview clips and trailers or gallery photos directly from the Site on a promotional basis at no cost to you.
- 5.2 The streaming Service is for your own personal and non-commercial use only and you may not (nor support others to) either (i) use the Service for educational purposes or commercial use or (ii) make any copies of any streams.

6. SERVICE AND USE OF THE SITE

- 6.1 Except as expressly provided in these Terms no part of the Site or Services may be copied or reproduced in any manner and you may not use any automatic device or manual process to access, acquire, copy or monitor any portion of the Site or Services or in any way reproduce or circumvent the navigational structure or presentation of the Site.
- 6.2 SAST tracks your usage of the Service using cookies (in accordance with SAST's Privacy Policy), and the use of any part of the Site or Service, except for use of the Site or Service as permitted in these Terms, is strictly prohibited and may result in the infringement of the intellectual property rights of others, subjecting you to civil and criminal penalties, including possible monetary damages, for copyright

infringement. You also agree that you will not use the Site or Service for any purposes prohibited by any applicable law and will observe and comply with all applicable laws when you stream any product from the Site.

- 6.3 You agree you will not (nor support others to) circumvent or modify any security technology or software that is part of the Site.
- 6.4 You agree that you will not use the Service in any manner that could damage, disable, impair or overburden the Site and will not attempt to gain unauthorised access to any part of the Site through hacking, password mining or any other means.
- 6.5 You will be responsible for any losses and costs resulting from your breach of these Terms.
- 6.6 If you choose to access the Site from locations outside the Republic of South Africa, you do so on your own initiative and are responsible for compliance with local laws.

7. REGISTRATION

- 7.1 To access services, you must first complete the SAST's registration process on the Site. If you register with the Site on behalf of another individual, you must ensure that the other person is aware of and agrees to these Terms, and you warrant that you have done so and are authorised to bind that other person.
- 7.2 You are responsible for the security and proper use of all passwords and virtual access numbers and must take all necessary steps to ensure that this is kept confidential and is used properly and not disclosed to unauthorised people. You will be responsible for all activities and orders under your password. You must inform SAST immediately if you have any reason to believe that any passwords have become known to someone not authorised to use it or if any passwords are being or likely to be used in an unauthorised way. SAST will not be liable if passwords are disclosed or used improperly.
- 7.3 SAST has the right to disable any password at any time if in SAST's opinion you have failed to comply with any of the provisions of these Terms.
- 7.4 If you forget any password, you will be given a new password once you contact SAST and satisfy the security checks.
- 7.5 You confirm that all the information supplied by you during the registration process is true, complete and accurate in all respects. You agree to notify SAST immediately of any changes to your registration information. If SAST believes that you have provided false information or that you have intentionally failed to notify SAST of any changes to this information, SAST reserves the right to terminate your access to the Service immediately and without notice or to suspend your access until such time as we verify the information you have provided to us.

8. PRICE AND PAYMENT

- 8.1 Once you have selected the Service, you need to click the 'purchase' button. This will constitute an offer to SAST. SAST will then process your transaction and will send you an email receipt for your purchase. SAST's email receipt for your purchase brings into existence a legally binding contract between you and SAST. If SAST is unable to accept your purchase request for any reason we will notify you as soon as possible by email.
- 8.2 In consideration of the supply of the Service, you agree to pay to SAST the applicable Price.
- 8.3 SAST shall, at its sole discretion, be entitled to vary the Price from time to time without notice to you.
- 8.4 All payments under the Contract does not include VAT, since SAST is VAT exempt.
- 8.5 Payment of SAST's Price by you for the use of the Service can be made by any method of payment and in any currency shown on the checkout page of the SAST's website at the rate of exchange listed on the checkout page.

9. SERVICE ACCESS

- 9.1 While we try to ensure that the Service is normally available 24 hours a day, we cannot be held responsible if for any reason the Service is unavailable at any time or for any period.
- 9.2 Access to the Site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.
- 9.3 Although we make all reasonable efforts to ensure that the Site is available, is bug and virus free, we cannot provide any guarantee in this respect.
- 9.4 You are responsible for obtaining Internet access to the Site from where you are in order to use the Service. We cannot be held responsible for your failure to access the Site or use the Service from any location or browser. Any access fees incurred in reaching the Site (e.g. dial up charges) and any equipment necessary to access the Service are your responsibility.
- 9.5 Owing to the nature of the Internet and the fact that your access to the Site involves functionality outside our control, we cannot be held responsible for technical problems that you may experience with the Service.
- 9.6 We do not guarantee that the Service will be compatible with your computer. While we try to provide the Service using all reasonable care, we cannot be held responsible for any corruption or loss of data held on your computer, or any damage caused to your computer resulting from your use of the Service.

10. GRANT OF LICENCE FOR DIGITAL CONTENT

- 10.1 Users are granted the non-exclusive, non-transferable right to rent and stream the Digital Content provided on the Site in the formats made available by SAST once such Content has been rented.
- 10.2 These Terms do not allow you to use the Content on any device that you do not own or control, and you may not distribute or make the Content available over a network where it could be used by multiple devices at the same time. You may not copy (except as expressly permitted by these Terms), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Content or Site, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do so is a breach of the rights of SAST and its licensors (where applicable). If you breach this restriction, you may be subject to prosecution and damages.

11. DISCLAIMER AND LIMITATION OF LIABILITY

- 11.1 Use of the Service is at your own risk. SAST does not promise that the Site, Content, Service or feature of the Site will be uninterrupted or error-free, or that any defects will be corrected. The Site, Content and Service are provided on an "as-is" and "available" basis without any warranty of any kind whether express or implied.
- 11.2 SAST cannot ensure that any files or other data you stream from the Site will be free of viruses or anything else that may be destructive.
- 11.3 SAST disclaims any and all liability for the acts, omissions and conduct of any third parties in connection with or related to your use of the Site and you assume total responsibility for your use of the Site and any linked sites.
- 11.4 To the extent permitted by law SAST and third parties connected to SAST hereby expressly exclude:
- 11.4.1 all conditions, warranties (express or implied) and other terms which might otherwise be implied by statute, common law or the law of equity; and
- 11.4.2 any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with the Site or Services or any websites linked to it and any materials posted on it, including, without limitation any liability for loss of income or revenue; loss of business; loss of profits/savings; loss of data; loss of goodwill; wasted time and for any other loss or damage of any kind however so arising whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- 11.5 Notwithstanding the above if SAST is found to be liable to you for any damage or loss which arises out of or is in any way connected with your use of the Site or any Service, SAST's liability shall in no event exceed the total of any fees paid by you

with respect to the Service within the six months prior to the date of the initial claim made against SAST.

- 11.6 Nothing stated in Clause 11.5 above shall be construed so as to exclude or limit the liability for death or personal injury as a result of the negligence of SAST nor any other liability which cannot be excluded or limited under applicable law.
- 11.7 Your sole remedy for dissatisfaction with the Site, Content or Service is to stop using the Site or any such Content.
- 11.8 SAST reserves the right, without notice, to do any of the following at any time:
 - 11.8.1 to modify, interrupt, suspend or terminate operation of or access to the Site, or any portion of the Site; and
 - 11.8.2 to modify or change the Site, and any policies or terms.

12. INDEMNITY

- 12.1 You agree to indemnify and hold SAST, harmless from and against any breach by you of these Terms and any claim or demand brought against SAST by any third party arising out of your use of the Service including without limitation any demands, loss, liability, claims or expenses (including legal costs and expenses), howsoever suffered or incurred by SAST due to or arising out of or in connection with your use of the Site.

13. PRIVACY POLICY

- 13.1 SAST processes information about you in accordance with its Privacy Policy. The Privacy Policy applies to the use of this Site and Service and its terms are made a part of these Terms by this reference. By using the Site and the Service you are agreeing to be bound by SAST'S Privacy Policy which can be viewed at www.statetheatre.co.za/ .

14. DATA DISCLOSURE FOLLOWING VIOLATION OF THESE TERMS

- 14.1 SAST may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site. SAST reserves the right to disclose any information that SAST deems necessary to comply with any applicable law, regulation, legal process or governmental request. SAST may also disclose your information when SAST determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

15. LINKS TO THIRD PARTY WEBSITES

- 15.1 The Site may include links to third party websites that are controlled and maintained by others. Any link is not an endorsement of such website, and you acknowledge and agree that SAST is not responsible for the content or availability of any such sites.

16. AGE RESTRICTION AND CHILD SUPERVISION

- 16.1 You must be at least 18 years of age to register for use of the Site and Services. If you are under 18 but at least 13 years of age you must present these Terms to your parent or legal guardian and he/she may register on your behalf, otherwise you are not entitled to use the Site or the Services.
- 16.2 Parents/guardians allowing children access to and use of the Site should supervise such access and use. Certain Content may not be suitable for minors and SAST will give an indication of this where possible. It is your responsibility to determine what is suitable for them to access.

17. INVALID, ILLEGAL OR UNENFORCEABLE TERMS

- 17.1 If any of these Terms should be determined to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction then such Term or Condition shall be severed and the remaining Terms shall survive and remain in full force and effect and continue to be binding and enforceable.

18. TERMINATION

- 18.1 SAST has the right to terminate your access to any or all of the Services at any time, without notice, for any reason, including without limitation, breach of these Terms. SAST may also, at its sole discretion, discontinue the Site/Services or any part thereof without prior notice and you agree that SAST shall not be liable to you or any third party for any termination of your access to the Site/Service.
- 18.2 SAST has the right to terminate your access to any or all of the Services at any time, without notice, if SAST has reason to believe that you are not using the Services as intended and are in breach of these terms. SAST will obtain details of the number and location of users and timing of usage of its Service and can deduce from these details whether it is institutional use or individual use, and you will need to prove to SAST that their deductions are wrong to prevent such a termination.

19. GOVERNING LAW

- 19.1 The use of this Service and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed according to the laws of the Republic of South Africa and the parties irrevocably agree that the High Court shall have exclusive jurisdiction.

20. **ACCEPTANCE**

20.1 Your use of this Service constitutes your acceptance of these Terms.