

Terms and Conditions

By purchasing a ticket for the Bitou Birding Festival to be held between 23 to 30 October 2026 (**“the Festival”**), you hereby agree to be bound by the terms and conditions set forth herein below.

These terms and conditions operate in addition to, and not in substitution of, the Quicket terms and conditions set forth [here](#). In the event of a conflict between these terms and conditions, and the Quicket terms and conditions, these terms and conditions shall prevail.

Right of admission into any of the Festival venues is expressly reserved by the Festival organisers, Rokkitboy Creative Labs CC (**“the Festival organisers”**). The Festival organisers may accordingly refuse you entry or eject you from any of the Festival venues for any reason that they deem fit in relation to the safety of the Festival and its attendees.

If you are a disabled person, you are requested to inform the Festival organisers, who will use their reasonable endeavours to accommodate and assist you at the Festival, subject to their capacity to do so, and the confines and layout of the Festival facilities.

1. ASSUMPTION OF RISK AND DISCLAIMER OF LIABILITY

- 1.1. By attending the Festival, you acknowledge and agree that the Festival, the Festival organisers, vendors, attraction operators, venue owners, exhibitors, staff, and/or any such parties' shareholders, office bearers, partners, agents, trustees, employees, contractors, representatives, or other related parties shall not be held liable for any damages, claims, costs, and/or losses arising in the event of:
 - 1.1.1. any bodily injury, illness, disability, disfigurement, or death (howsoever arising) that may occur at any venue at which the Festival's various events, attractions, highlights, exhibitions, or offerings may be held, or as a result of participation in any of the Festival's events, attractions, highlights, exhibitions, or offerings; and/or
 - 1.1.2. any loss of, destruction of, or damage to any personal property brought by you to any of the Festival's various events, attractions, highlights, exhibitions, or offerings (whether such property is owned by you or not, and howsoever arising).
- 1.2. You further agree to indemnify the Festival, its organisers, venue owners, vendors, attraction operators, staff, and/or any such parties' shareholders, office bearers, partners, agents, trustees, employees, contractors, representatives, or other related parties and hold them harmless from and against any damages, claims, costs, and/or losses arising as set forth in clause 1.1 above in any manner whatsoever.
- 1.3. You assume the risks set forth in clause 1.1 for yourself and any minors or wards accompanying you to the Festival, and/or any third parties entering into the Festival on a ticket purchased by you on their behalf, and agree to the indemnities set forth in clause 1.2 in respect of such minors, wards, and/or third parties.
- 1.4. The Festival organisers shall not bear any liability for any transactions, purchases, or costs incurred by you in connection with any third-party promoters, vendors, or service providers. The Festival organisers are further not responsible for any incorrect, misleading, or untrue information, promises, or representations made by such third-party promoters, vendors, or service providers.

2. EVENTS, ATTRACTIONS, HIGHLIGHTS, EXHIBITIONS, AND/OR OFFERINGS

- 2.1. You agree to adhere to any rules, procedures, instructions, and/or requirements set forth by the Festival organiser (and/or the applicable third party vendors or attraction operators at any of the Festival venues) pertaining to participation in any of the Festival's events, attractions, highlights, exhibitions, or offerings. You further agree to procure that any minors, wards, and/or third parties accompanying you shall also follow any such rules, procedures, instructions, and/or requirements.

- 2.2. Should any event, attraction, highlight, exhibition, and/or offering advertised prior to the Festival be cancelled, or otherwise is no longer offered for any reason whatsoever, the Festival organisers shall:
- 2.2.1. announce any such cancellation on the Festival [Facebook page](#), and via the Festival WhatsApp group; and
- 2.2.2. use reasonable commercial endeavours to source a suitable replacement.
- 2.3. The Festival organisers reserve the right to re-organise and/or reconfigure the events, attractions, highlights, exhibitions, and/or offerings advertised as may become necessary in light of circumstances beyond their reasonable control.
- 2.4. Only authorised vendors are permitted to sell any products of any nature whatsoever at the Festival. The Festival organisers reserve the right to eject any person from any of the Festival venues who sells (or attempts to sell) any item without prior authorisation.
- 2.5. The Festival organisers can naturally not guarantee that any specific birds or wildlife will be present on the day in question.

3. **PROHIBITED ITEMS AND BEHAVIOUR**

- 3.1. The following items are not permitted to be brought into any of the Festival venues without prior, written authorisation:
- Knives, weapons of any nature, or fireworks;
 - Any object that could be used to interfere with or disturb the wildlife or natural environment in any manner;
 - Any item that you intend to distribute, hawk, sell, offer, expose for sale or display for marketing or promotional purposes;
 - No animals apart from authorised guide/assistance dogs; or
 - Any dangerous goods and any other items deemed by the Festival organisers to be dangerous or capable of causing a public nuisance.
- 3.2. While certain Festival venues will allow and encourage picnics after the relevant event, we request that no food is brought to any of the guided walks or expert talks. However, please do note that water and non-alcoholic drinks are welcome.
- 3.3. The Festival organisers are committed to the preservation of the natural environment and the wildlife. Please adhere to the following guidelines while in attendance at any of the Festival events, attractions, highlights, exhibitions, and/or offerings at any of the Festival venues:
- Remove any refuse, rubbish, or litter generated. If you bring it in, please take it with you when you leave;
 - No open flames or fires of any nature unless in designated areas or with prior written permission of the venue owner;
 - Do not disturb any wildlife, archaeological sites, or geological features, or pick, move, cut, or remove any plants or flowers;
 - Please keep noise levels to an acceptable standard;
 - If the events include vehicle tours, please do not hoot at any stage, and please keep to the indicated speed limits at all times; and
 - Follow the directions and instructions of any guides, speakers, venue staff, or any representative of the Festival organisers.
- 3.4. Smoking is not permitted in any of the Festival venues.

- 3.5. No activities may be taken by any Festival attendee whilst under the influence of alcohol and/or drugs.

4. VENUE CAPACITY

Please note that each of the Festival venues allows a set maximum number of people at once, and tickets are sold accordingly. The Festival organisers will not be in a position to accommodate additional attendees at the Festival venues, unless tickets are still available, or by prior arrangement with the Festival organisers in writing.

5. RELEASE OF RIGHTS

You agree that the Festival organisers, venue owners, vendors, attraction operators, staff, and/or any such parties' shareholders, office bearers, partners, agents, trustees, employees, contractors, representatives, or other related parties may take photographs or video of you whilst you are attending the Festival, and that such photographs or videos may be made public on social media or other forms of media for the promotion of the Festival.

By attending the Festival, you give consent to the aforementioned parties to use your image and likeness in any form of media for the promotion of the Festival in future, and you hereby agree that you shall not be entitled to any royalties, payments, or any other consideration in relation thereto.

6. INSURANCE

The Festival organisers do not provide any attendees at the Festival with any form of insurance whatsoever, including (without limitation) any life, travel, medical, or liability insurance. If you wish to obtain personal insurance, this is optional and you must obtain it yourself and pay all associated costs and premiums.

7. EVENT CANCELLATION AND REFUND POLICY

- 7.1. No refunds on any tickets shall be offered, except where required by law, or otherwise as specified by the Festival organisers in writing. Ticket exchanges may be done through Quicket's Secure Ticket Exchange Program, with more information available [here](#).
- 7.2. No refunds shall be offered in the event of inclement weather, family emergencies, medical emergencies, and the like.
- 7.3. The Festival organisers shall be entitled, at their discretion, to cancel or postpone the Festival for any reason that they deem necessary and/or appropriate in the circumstances. In the event of a cancellation of the Festival, the Festival organisers shall issue refunds of tickets purchased by you, less Quicket's booking fee. In the event of a postponement, your ticket will be valid for the new dates, and refunds may be granted at the discretion of the Festival organisers. The foregoing notwithstanding, the Festival organisers shall not bear any liability for accommodation costs, booking fees, or any damages relating thereto that you may suffer as a result of any cancellation or postponement of the Festival, or under any circumstances whatsoever.
- 7.4. Should there be an outbreak of any widespread disease which results in any legal restrictions, the Festival organisers may, at their discretion, cancel the Festival (in which case refunds shall be issued), or postpone the Festival until such restrictions are lifted.
- 7.5. Quicket's booking fee shall at all times be deducted from any refunds made, and is accordingly non-refundable.

8. GOVERNING LAW

These terms and conditions, and any disputes arising in connection with them or with the Festival generally shall be governed by and construed in accordance with the laws of the Republic of South Africa and shall be subject to the non-exclusive jurisdiction of the courts of

South Africa. If, for any reason, a court of competent jurisdiction finds any provision hereof to be unenforceable, the remainder of these terms and conditions will still be applicable and of full force and effect.