



STUDENT RUSH 2024 TERMS & CONDITIONS

1. Overview

1.1 By purchasing a ticket to Student Rush, you agree to be bound by these Terms and all applicable laws and regulations. Student Rush is owned and operated by Fiemi Concepts (Pty) Ltd.

1.2 Any references to “we”, “Student Rush”, & “our” are references to Fiemi Concepts (Pty) Ltd.

2. Age Restriction

2.1 Student Rush is strictly for persons over the age of 18. Due to liquor license rules and regulations, we will not allow entry to any person under the age of 18 and will take all reasonable endeavours to enforce this rule.

2.2 If you purchase a ticket using false identification or identification that does not belong to you, your access will be revoked, and you risk losing any potential refund of the price of the ticket.

3. Your Ticket (Rush Wristband)

3.1 You are solely responsible to hold on to your ticket and taking all necessary steps to ensure that your ticket is always kept secure during the duration of the event. You undertake to immediately inform us if your ticket is lost, stolen, damaged or is likely to be used by an unauthorised person.

3.2 Student Rush reserve the right to verify your identity upon arrival at Student Rush 2023. If you do not possess a valid form of identification, you will be denied admission to Student Rush, and will not be entitled to a refund. Only original South African ID books/cards, driver’s license cards or state-issued passports (accompanied with a relevant photo of yourself) will be accepted as valid forms of identification.

3.3 Once the ticket has been purchased; you will no longer be able to change the ID, address or name on your ticket.

3.4 If your Ticket is lost or stolen, you will not be entitled to a refund.

3.5 Tickets to Student Rush may only be purchased by the following means: -

3.5.1 from our website, www.studentrush.co.za

3.6 If you are in possession of a Ticket obtained through any other means, including but not limited to different channels, third party websites or by evading, in any way, you will be denied entry to Student Rush.

3.7 If the name and id number on your ticket does not correspond with the name on your proof of identification, you will be refused entry to Student Rush.

3.8 Selling your ticket

3.8.1 Please note that scalping or reselling of Tickets is illegal and not allowed, and the result of this allows the right to invalidate your ticket without further notice.

3.9 Tickets may only be exchanged via Student Rush Management. You will be denied admission to Student Rush if your ticket was resold or exchanged without the permission of Student Rush Management. We reserve the right to cancel Tickets if they were purchased illegally or fraudulently via third parties and to institute legal action for any damages we may incur and recover any cancellation costs from you.

3.10 Student Rush Ticket Transfer:

3.10.1. It is recommended that replacements are found in the circumstance where you are unable to attend Student Rush 2024 and that your ticket is resold or exchanged via Student Rush Management, please see 3.12 for transfer options.

3.11 Tickets have to be allocated & registered 30 days before the event.

3.12 Unlike previous years Student Rush will allow ticket transfers at an additional transfer cost of R250, to transfer a ticket please contact info@mozistudentrush.com, transfers require 14 days to process, do not purchase a ticket from an unknown source without contacting Student Rush with the assistance of legitimate transfers.

4. Student Rush 2024 Cancellations and Refunds:

4.1 Refunds are allowed as set out in point 4.4. Any refund will incur a cancellation charge depending on when the refund is requested.

4.2 A cancellation/refund may be requested at any time prior to the day before the date of the event by sending a cancellation notice to info@mozistudentrush.com

4.3 Forced Cancellation:

4.3.1. In the event of the organisers being forced to cancel the event due to COVID-19 regulations by the South African Government or the Mozambican Government, the following cancellation charges apply: Refunds are processed in the following terms; refunds do not include the R1500 deposit/admin fee:

More than 120 days prior to the event

100% of original ticket purchase price refunded excluding the R1500 deposit/admin fee.

Between 120 – 90 days prior to the event

75% of original Ticket purchase price refunded excluding the R1500 deposit/admin fee.

Between 90 – 60 days prior to the event

50% of original Ticket purchase price refunded excluding the R1500 deposit/admin fee.

Between 60 – 30 days prior to the event

25% of original Ticket purchase price refunded excluding the R1500 deposit/admin fee.

Less than 30 days prior to the event

Strictly no refunds.

The day of the event or during the event

Strictly no refunds.

After the event

Strictly no refunds.

*All cancellations require a 15-day lead time.

4.4 Client Cancellation:

4.4.1. In the event of the client requesting the cancellation of their Ticket due to COVID-19, Final Examinations or any unforeseen circumstance the following cancellation charges apply. Refunds are processed in the following terms: refunds do not include the R1500 deposit/admin fee:

More than 120 days prior to the event

100% of original ticket purchase price refunded excluding the R1500 deposit/admin fee.

Between 120 – 90 days prior to the event

75% of original Ticket purchase price refunded excluding the R1500 deposit/admin fee.

Between 90 – 60 days prior to the event

50% of original Ticket purchase price refunded excluding the R1500 deposit/admin fee.

Between 60 – 30 days prior to the event

25% of original Ticket purchase price refunded excluding the R1500 deposit/admin fee.

The day of the event or during the event

Strictly no refunds.

After the event

Strictly no refunds.

All cancellations require a 15 day lead time.

4.5 COVID-19 Positive and Other Cancellation:

4.5.1. In the event of the client contracting COVID-19 and not be able to attend Student Rush - **No refund on your Ticket.**

4.5.2. Festival cancellation due to weather, force majeure, riots, act of terrorism, any other act of God or unforeseen disaster: **No refund on your Ticket.**

5. Your Attendance and Behaviour at Student Rush

5.1. If you wish to enter Student Rush venues, you must have your Rush Bracelet or registered ticket with you. You will be searched by security personnel before being allowed admission into any of the Student Rush venues.

5.2. Security personnel of the same sex as you, may request you to be subjected to a thorough pat-down and/or search of your clothes and luggage in order to intercept banned objects. If any prohibited objects are found in your possession, the security personnel will be entitled to confiscate the objects/s and refuse your admission into the venues.

5.3. Security personnel ALWAYS have the final say, no exceptions.

5.4. At Student Rush venues, you will not be allowed to:-

5.4.1. Climb on tents, constructions, fences, light bridges, benches, tables or any other structures on-site;

5.4.2. Block entrances, exits and/or emergency exits;

5.4.3. Disguise yourself in order to make you unrecognisable with the intention to disturb the peace or put the safety of the other festival-goers at risk;

5.4.4. Sell food, drinks or other products without our prior written permission and allocated permits;

5.4.5. Throw or shoot objects in solid, liquid or gas form;

5.4.6. Smoke in non-smoking areas;

5.4.7 Urinate and/or defecate in public;

5.4.8. Wear full facial coverings (masks, morph suits, etc.);

5.4.9. Tear down, break, damage and/or trash decorations;

5.4.10. Make fires; or

5.4.11. Crowd surf;

This list is not exhaustive, and if you are found to be behaving in a manner not permissible by us, we reserve the right to expel you or handed over to the police.

5.5. Wearing texts, symbols, objects, clothes and/or other (visible) external expressions explicitly representing a political, social movement or group is prohibited. Anything hinting at discrimination, hate speech, incitement or racism is strictly prohibited.

5.6. Banned Objects

The following objects are not permitted at Student Rush

5.6.1. Firearms;

5.6.2. Ammunition;

5.6.3. Knives;

5.6.4. Any sharp or pointed metal object which can reasonably be considered to be a dangerous weapon;

5.6.5. Any dangerous weapon as contemplated in section 1 of the Dangerous Weapons Act No. 63 of 1968;

5.6.6. Explosives;

5.6.7. Tear gas, mace, or similar airborne chemical agent as contemplated in Section 1 of the Tear-Gas Act No. 16 of 1964 or similar airborne chemical or organic agents such as pepper spray;

5.6.8. Narcotics or other mind-altering substances (other than those prescribed by a registered medical practitioner);

5.6.9. Old South African flags;

5.6.10. Banners or flags whose content can reasonably be considered to be vulgar, racist, sexist, discriminatory, inflammatory and/or offensive;

5.6.11. Lasers or similar potentially disruptive light emitting or light reflective/refractive devices or objects;

5.6.12. Any chemical which can reasonably be considered to be hazardous to a person attending Student Rush

5.6.13. Fireworks, flares or any similar highly flammable incendiary device or object;

5.6.14. Any device or object which can reasonably be considered to be disruptive to fellow attendees at Student Rush;

5.6.15. Projectiles or explosives in solid, liquid or gas form;

6. Zero Tolerance to Drugs

6.1. Student Rush and all venue partners maintain a zero-tolerance to drugs of any kind!

6.2. It is forbidden to carry, use, deal and/or be in possession of drugs at the event, in any accommodation or restaurants/bars. If you are caught contravening or breaching this drugs policy, you will be immediately detained and handed over to the Mozambican Police Service for prosecution.

6.3. Admission to Student Rush venues is prohibited or may be refused or denied (without entitlement to a refund of the ticket price) if you, inter alia:-

6.3.1. Are under the influence of alcohol or any other prohibited substance which has a narcotic effect;

6.3.2. Are in possession of or dealing in drugs;

6.3.3. Shows behaviour that manifestly hints at an intention to disturb the peace or to provoke, enact violence, hate, rage, etc.;

6.3.4. Put the lives or wellbeing of other festival-goers at risk;

6.3.5. Are in possession of banned objects;

6.3.6. Refuse to be searched by security personnel; or

6.3.7. Refuse or fail to abide by these Terms.

6.4. Failure to comply with the general rules, terms and conditions may result in your admission being refused or denied, or in you being expelled, without any refund of the ticket price. If you are refused or denied admission or are expelled, you will be obliged to vacate Student Rush with immediate effect.

7. Consent

7.1. By purchasing a Ticket, you automatically consent to be photographed, filmed or otherwise recorded and for the resulting images and/or recordings to be used or broadcast by Student Rush and/or its partners. We may use these images and/or recordings for promotional and/or commercial purposes related to Student Rush without any compensation being paid to you.

7.2. Student Rush venues are under constant CCTV surveillance to maintain and enforce safety at the event and monitor and prevent crimes being committed and/or breaches of these Terms.

7.3. You may not use any images and/or recordings made by you at Student Rush for commercial or public purposes without our prior written consent.

8. Safety

8.1. To ensure public order and safety during Student Rush, you are obliged to obey our instructions and directions and/or those of our authorised representatives at the event.

8.2. For safety reasons, Student Rush reserves the right to:-

8.2.1. Interrupt or discontinue Student Rush at any given time;

8.2.2. Prevent you from going into venues or from leaving venues until further notice;

8.2.3. Ask you to leave venues; or

8.2.4. Refuse your admission into venues, even if you possess a valid Ticket.

9. Sale of Official Merchandise

9.1. All official Student Rush merchandise will be offered for sale online at www.studentrush.co.za

No other third-party merchant sellers will be allowed to sell.

10. Cancellation or Rescheduling of the Event.

10.1. We reserve the right at any time to cancel or reschedule all or part of any Student Rush Event or to alter its programme due to circumstances beyond our control. Where we alter its programme, your ticket will remain valid, but we shall not be obligated to refund you the price of your ticket or exchange your ticket.

10.2. If Student Rush is rescheduled or cancelled, we will use our reasonable endeavours to notify you as soon as possible by publishing the details thereof on our website and to email you on the contact details you provided at the time of purchasing your ticket.

10.3. We shall not be obligated to refund you the purchase price of your ticket in circumstances where student rush is cancelled due to circumstances beyond our control, including but not limited to global pandemic outbreaks.

11. Disclaimer

11.1. By attending Student Rush, you expressly agree that such attendance is at your own risk. We endeavour to provide a service of the highest quality but cannot guarantee the quality of any services provided by independent contractors at the event. There may be occasions when services may be interrupted due to strikes, riots, emergency repairs, technical failures or other reasons beyond our control, including force majeure.

11.2. Student Rush makes no representations or warranties of any kind, express or implied, with respect to the event or its operation, or any services offered at the event.

11.3. Student Rush accepts no liability or responsibility whatsoever for any loss or damage you may suffer by any person at student rush. by continuing to attend the student rush event you are deemed to accept these terms.

12. Limitation of Liability

12.1. To the full extent permitted by the laws of the Republic of South Africa, Student Rush disclaims all warranties and representations, express or implied.

12.2. We will not be responsible for any special, direct, indirect, incidental, punitive, consequential damages, economic or other commercial loss or reputational damage that you may endure by attending Student Rush. Your remedy is limited to leaving the Student Rush event.

12.3. Student Rush will be liable for damages suffered by you if they are directly and solely caused by our gross negligence or fraud.

12.4. Excluded from compensation is:-

12.4.1. Consequential damages;

12.4.2. Immaterial damages; and

12.4.3. damage intentionally caused by a festival goer or as a result of his/her wilful negligence.

12.5. You will attend Student Rush at your own risk. We do not accept any liability whatsoever for damage caused by you entering a venue and/or attending a concert that results in your personal injury, death or damage to your personal property.

12.6. Student Rush shall not be liable for any injury, damage, loss, accident howsoever caused owing from the act, omission, fault or negligence of any suppliers or subcontractors, including but not limited to security personnel, engaged in carrying out contractual arrangements for us at Student Rush.

13. Indemnification

13.1. You hereby agree to indemnify and hold harmless Student Rush and its owners, employees and staff against any costs, claims, suits, proceedings, disputes, losses and damages (including legal fees) incurred by or awarded against Student Rush as a result of your acts and/or omissions at Student Rush, violation of any third party right, violation of any laws and regulations, any misrepresentation made by you or any other person or persons or your breach or alleged breach of these Terms.

14. Breach of Terms

14.1. If you breach any of these Terms, Student Rush reserves the right to restrict or deny you access to all or any part of the event.

15. Amendment to Terms

15.1. Student Rush reserves the right to amend or modify these Terms at any time and at its sole and absolute discretion without prior notice. Please ensure you review our Terms on a regular basis to ensure you have read the latest version. Your continued attendance at Student Rush following changes to these Terms implies that you have consented to those changes.

15.2. The Terms were last updated on Tuesday, 1 March 2023.

16. Termination of Student Rush and Terms

16.1. Student Rush shall be entitled without notice to terminate these Terms at its sole and absolute discretion and reserves the right to modify or discontinue all or any part of Student Rush and to restrict or prohibit your access to it at any time, without liability to you or any other person.

16.2. Upon termination, all rights granted to you in respect of these Terms will immediately cease.

17. Choice of Law

17.1 The Laws of the Republic of South Africa shall govern these Terms.

17.2 In the event of a dispute of these Terms, any competent division of the High Court of the Republic of South Africa will have jurisdiction.

17.3 In the event that any provisions of these Terms are found to be invalid, unlawful or unenforceable by any competent authority, such provision shall be severed, and the remaining provisions will continue in full force and effect.

18. Complaints and Disputes

18.1. All complaints and disputes regarding Student Rush may be addressed to info@mozistudentrush.com

18.2. Your complaint will be dealt with in a reasonable period of time after receipt thereof, and where necessary, you may be called upon to provide satisfactory evidence.

19. Privacy

19.1. Student Rush respects your privacy and will not disclose your personal information to third parties for marketing purposes if you request us not to do so. By purchasing a Ticket to Student Rush, you consent to the processing of your personal information for promotional and commercial purposes and warrant that all data provided by you is accurate and up to date. You are responsible for maintaining and promptly updating account information for accuracy and completeness.

19.2. If you object to your personal information being used for promotional and commercial purposes, you may submit, at no cost, a written request to us to stop this use.

20. General

20.1. You may not cede, assign or otherwise transfer your rights and obligations in terms of these Terms to any third party.

20.2. No variation, addition, deletion, or agreed cancellation of these Terms will be of any force or effect unless in writing and accepted by or on behalf of the parties hereto.

20.3. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show, grant or allow to the other (the "grantee") shall constitute a waiver by the grantor of any of the grantor's rights, and the grantor shall not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

20.4. These Terms contain the whole agreement between you and Student Rush, and no other warranty, representation or undertaking is valid unless contained in this document.

20.5. Any failure on you or Student Rush to enforce any right in terms hereof shall not constitute a waiver of that right.

20.6. The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

21. COVID-19

21.1. At this stage vaccination is not a requirement but it can change depending on the South-African as well as the Mozambican government. Ticket holders will be informed immediately if this changes.

21.2. All COVID-19 South African as well as Mozambican regulations will be enforced and adhered to.

21.3. If a patron is tested positive prior to the event it would be their responsibility to find a replacement to transfer their ticket to, Student Rush will not be responsible, no refunds will be made in the case of a positive COVID-19 test.

21.4. Student Rush organisers reserve the right to require all staff and clientele to COVID-19 rapid tests during the event. Those found positive will be unable to attend the event from when they are tested positive.