



## ~ BENEATH THE BAOBAB FESTIVAL ~ TERMS & CONDITIONS

Last updated: 23 November 2020

### Welcome to Beneath the Baobabs Festival!

Beneath the Baobabs Festival is about friendship, equality, love, passion, conscious living, nature, transformation and community. We are committed to creating a unique, welcoming and inclusive environment, creating a space where all are welcome no matter who they are and where they come from, where all can feel entirely free. We hope that you find the core intentions of our team shining through in every aspect of the event and we hope to continue creating the magic that is Beneath the Baobabs for years to come, with your help of course! In order for everyone to feel as free as possible and for this event to continue occurring for years to come, a minimum amount of important rules are necessary to make sure you are safe, you are looked after, well fed and well slept and that everyone has the best time possible. We try to avoid any unnecessary rules.

Thank you from the bottom of our hearts for understanding the importance of respecting these rules and for helping us by respecting them. Your feedback is always most welcome, so do not hesitate to email us at

Love and light.

**The Beneath the Baobabs Team xx**

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## 1. GENERAL:

- a. These conditions are governed by Kenyan Law. Any dispute arising out of or in connection with them shall be subject to the jurisdiction of the Kenyan Court.
- b. These Terms and conditions (henceforward “T&Cs”) incorporate, and should be read together with the ticketing terms which you can obtain from the official ticket agent. Your possession of this Ticket to Beneath the Baobabs Festival (henceforward “BTB Festival”) constitutes your acceptance of these T&Cs.
- c. BTB Festival will not be held liable for any loss, injuries or damages sustained at the event including damage, theft or losses to property and motor vehicles.
- d. Artists and billed attractions may be subject to change.
- e. BTB Festival is an eco-friendly festival. The sale of Single -Use plastics are banned at BTB Festival. Attendees will be allowed to bring plastic or aluminium water bottles into the festival so long as they are empty.
- f. Do not buy tickets or goods from unlawful street traders. There is no guarantee of tickets’ validity for entry unless purchased from official ticket agents for the Event. Names and Links to official ticket agents can be found on our website only.
- g. No trading or promotional activities are allowed within the venue without the prior consent of Beneath the Baobabs.
- h. You give your express consent to your actual/simulated likeness to be included for no fee within any audio or visual recording to be used in any media for any purpose at any time. This includes CCTV and/or filming by the police or security staff which may be carried out for the security of customers and/or the prevention of crime.
- i. Attendees are not allowed to carry any Liquids of any sort into the festival. Food and drink will be available for purchase at the Event.

## 2. SUSTAINABILITY, CARBON OFFSETTING & RECYCLING:

- a. SINGLE-USE PLASTICS: BTB Festival is proudly one of the World’s first “Single-Use Plastic Free Festival”. We understand how this can be challenging as a Vendor/Stallholder, as a Supplier and perhaps even as an attendee. Therefore, we encourage you to contact us at [festival@beneaththebaobabs.com](mailto:festival@beneaththebaobabs.com) for any questions and/or advice on affordable alternatives to single-use plastics.
- b. CARBON OFFSET: BTB Festival is proudly the first “Carbon Neutral Festival in Africa”. This means that we hire professionals to estimate our emissions to put the festival together and later donate money to our partner Wildlife Works (based in Kasigau midway between Nairobi & Mombasa) to offset these emissions. This does not include carbon emissions from BTB Festival attendees (for example from their transport). We therefore encourage all attendees who share our Vision to also offset their emissions by using Wildlife Works Carbon footprint Calculator:  
<https://www.wildlifeworks.com/shopcarbon>
- c. Recycling: We do our best to ask attendees to respect our Waste Separation system spread across the Festival site. This allows us to optimize how much we can send to recycling. We ask all attendees to do their best and help us achieve this goal together.
- d. Littering: Littering will not be tolerated. BTB Festival management reserves the right to evict attendees purposefully littering the Festival site.

## 3. TICKETS, WRISTBANDS & REFUNDS:

- a. TICKETS: For all Terms and Conditions relating to Tickets, it is your Ticket Seller’s T&Cs that will apply (including Ticket Refunds, Ticket name changes).
- b. IDENTIFICATION: Every Ticket Buyer will be required to provide official Identification in the form of either ID or Passport. Strict “No ID = No Entry” Policy will apply without exception.



- c. **WRISTBANDS:** Your ticket will be exchanged for a wristband on arrival at the festival, which is what allows you to have easy and secure access around the site. The wristband is **NON TRANSFERABLE**. The wristband must be worn at all times during the duration of your stay. Wristbands become invalid if they are damaged, cut, or removed. Wristbands will not be replaced if lost or damaged. Those without wristbands will be refused admission to the festival site.
- d. Tickets and wristbands purchased from unauthorised sources will be rendered invalid and admission refused. Only wristbands issued by the Event in exchange for a valid ticket are valid for entry.
- e. BTB will not issue duplicates for lost or stolen tickets or wristbands.
- f. RGTickets cannot be used as part of any marketing, media or sales promotion, without the prior written consent of BTB.
- g. If you seek to gain entry to the Event using an invalid or void ticket then we reserve the right to refuse you entry to or evict you from the Event and you may be liable to legal action for trespass. Invalid and Void tickets are non-refundable.
- h. Ticket holders should expect queues at the Entry Gate and therefore arrive with plenty of time before the first act that they wish to see – no refunds will be given for acts missed.

#### **4. AGE POLICY**

- a. All under 18s must be accompanied by an adult ticket holder (aged 18 and over). This adult must remain on site throughout the whole day as the under 18-year-old's guardian.
- b. All under 18s are only allowed within the Venue between 6AM and 6PM. Outside of these hours, under 18s are not allowed anywhere, including in the Campsite or Glamping
- c. We do not accept any parental or supervisory duty of care or liability for any under 18s on site.

#### **5. WEATHER:**

- a. BTB Festival takes no responsibility for adverse weather conditions. Event organizers and ticket buyers attend events hosted at BTB Festival at their own risk with regard to whatever effect adverse weather conditions have on the festival ground, campsites, car parks, and festival programme.

#### **6. DAMAGES & LOST PROPERTY:**

- a. BTB does not accept any liability for personal or property damages, losses (including surrendered items) or injuries sustained at BTB Festival.
- b. We may prosecute you if you cause damage to the site, the site infrastructure, or cause harm to any person at BTB Festival.
- c. **LOST PROPERTY:** It is advisable **NOT** to bring valuable possessions with you. Should you have lost something at the event, please visit our Lost & Found stand next to the Main Bar to record your lost item and ask our Festival team to cross-check with found items. If the item is not found, we ask that you leave us as much information as possible with your contact details and to please be patient up to 10 days after the event for us to get back to you or for you to get back in touch.

#### **7. SECURITY & EVICTION:**

- a. **BTB Festival EVICTION POLICY:** BTB Festival is produced for the enjoyment of all those persons who attend. Any person who disrupts the festival under any of the below sections will leave themselves liable for eviction from site. The decision as to the eviction will be at the discretion of Event Management teams following advice from BTB Festival Security Staff. BTB reserves the right to evict customers without refund, and/or refuse admission where the Eviction Policy is breached.
- b. Persons will be liable for eviction under the following circumstances:
  - i. Offensive behaviour, including racism, sexual harassment, homophobia,
  - ii. Entering or being onsite without a Ticket or relevant Pass/ Wristband;
  - iii. Breaching any of the terms and conditions of entry;



- iv. Failing or refusing to submit to a search upon entry to the site;
  - v. Involved in any measure in any illegal activity including in possession of illegal drugs;
  - vi. Any form of Violence including throwing hard objects in the direction of people;
  - vii. Preventing Security or Emergency Services reacting to a situation;
  - viii. Unofficially selling alcohol, tobacco, counterfeit or any unauthorised goods;
  - ix. Ticket touting;
  - x. Putting yourself and others in danger such as by climbing trees and structures;
  - xi. Unacceptable, disruptive or anti-social behaviour;
- c. All evictees will be processed via BTB Festival Security team and their wristbands will be removed to prevent them re-entering the festival.
  - d. All persons presented for eviction will have their details recorded in a database with their full personal details, a photograph, date/ time and the reasons for eviction.
  - e. Evictees will need to phone a friend on site to collect their belongings before their eviction as they themselves will not be permitted back into the event to find them. BTB will not be responsible for ensuring that they leave the site with their belongings.
  - f. Having been arrested or cautioned in connection with a criminal offence, pending or post hand-over to the Police:
    - i. You may be body and bag-searched anywhere on BTB Festival site and at any time by security and detection dogs. Allowing Security search is a condition of entry and necessary to guarantee the safety of our attendees.
    - ii. Any item(s), reasonably considered to be a weapon (or used as a weapon), which may cause danger, offence or disruption to any other person will be confiscated.
    - iii. Any person suspected of carrying illegal items or carrying out illegal activity may be handed over to the Police, refused entry or evicted from the site without a refund.
  - g. Drugs: Kenya carries severe penalties for possession of illegal drugs. BTB Venue has a zero tolerance policy to drugs. Anyone found in possession, or suspected of being in possession of illegal drugs or substances will be refused entry, evicted from BTB Venue site and may be handed over to the Police for further questioning and investigation.

## **8. BANNED ITEMS, ACTIVITIES & SYMBOLS:**

- a. Illegal or immoral activities including gambling, prostitution, consumption/ selling/promoting of prohibited drugs, possession or use of pyrotechnics or dangerous goods, and possession or use of firearms and any item which may be regarded as a weapon are all strictly prohibited. The authorities will be notified immediately without warning.
- b. **TRADING:** The selling of goods is strictly forbidden and can only be carried out by those with an official Vendors & Stallholders Pass. Please see the 'Vendors & Stallholders' section below to learn how to apply.
- c. **ADVERTISING:** Any form of Advertising including but not limited to the distribution of leaflets and flyers at any place across the site without the prior written permission of BTB Festival Management is strictly forbidden. Should you wish to Advertise any Product, Service or Event at BTB Festival, please contact us by email at [festival@beneaththebaobabs.com](mailto:festival@beneaththebaobabs.com).
- d. Banned from Event (unless specific written permission was issued by BTB Festival Management): Airhorns, Alcohol, Barbecues and any kind of cooking apparatus, Blowtorches, Bonfires, Chinese Lanterns, Drones, Drugs and any other illegal substance, Fireworks, Flares, Gas canisters, Gazebos/parasols, Glass Containers of any sort, Food hampers/cool bags/boxes, Fires, Fireworks, Flares, Generators of any kind, Items which may be regarded as weapons, Laser equipment/pens, Megaphones, Petrol burners, Pyrotechnics, Scooters, Smoke bombs / canisters, Sound systems (including personal speakers), Spray cans, Unauthorised Commercial Photographic and other recording equipment.



- e. Excessive amounts of food or cigarettes. Only bring enough for personal consumption and only up to a reasonable amount per person. Resale of food or cigarettes without prior authorization is not allowed and will result in your eviction.
- f. Anyone resisting the surrender of disallowed items or disregarding these conditions will face eviction.
- g. Items that are surrendered or confiscated will not be returned.
- h. Under 18s are not permitted to consume or to purchase alcohol on site. It is illegal for an over 18 to purchase alcohol on the behalf of under 18s.
- i. The use of drones or similar equipment for any reason is prohibited on or near the Event without written permission from BTB.
- j. No animals (except assistance dogs) are allowed in BTB Festival without prior written authorisation from BTB Festival management
- k. **Prohibited Symbols:** BTB Festival is an all-respecting, welcoming, and inclusive event. We ask that festival-goers, traders or any other person on site without any exception does not display any Confederate flag, Axis insignia, Swastika and other Nazi Symbols, or any other symbols of hate and disrespect. Anyone displaying any such symbol will face immediate eviction and possible legal prosecution by BTB Festival and/or local Authorities.

#### **9. HEALTH & SAFETY:**

- a. A First Aid tent and Ambulance will be available 24h/24h throughout the festival. Please locate the tent on arrival to the festival and assist any person in need to the dedicated area until First Aid team can take over;
- b. First Aid treatment at the festival is provided by a separate First Aid company who are a separate legal entity to Beneath the Baobabs Festival. Any claims resulting from first aid on site should be directed to this first aid company. Beneath the Baobabs Festival accepts no liability for any injury, claim or damages resulting from any first aid treatment on site.
- c. Smoking is not permitted in enclosed public spaces or buildings.
- d. Pyrotechnics, lasers, smoke machines, strobe lighting/special effects may take place during some performances.
- e. All those attending the Event do so at their own risk. Please keep in mind that BTB Festival is an outdoors event, and whilst we do everything to prevent any accidents and injuries, festival-goers should be aware of the effects of wildlife and should wear suitable footwear.

#### **10. CAMPING & Glamping**

More information will be published here by April 2021.

#### **11. VEHICLE ACCESS & PARKING:**

- a. BTB Festival will provide ticket holders with a Free Parking Space attended by Security Guards 24h/24. Nevertheless, BTB Festival will not be held liable for any loss, injuries or damages sustained at the event including damage, theft or losses to property and motor vehicles.
- b. No unauthorised vehicles will be allowed beyond Staff Headquarters at the containers. Should you require to drive beyond the barrier ,written authorisation from the BTB Venue Management will be necessary.
- c. Special Vehicle Passes are available upon request for:
  - i. Disabled persons
  - i. Stalls & Vendors
  - ii. First Aid & Security
  - iii. Partners & Suppliers
  - iv. Officials
- d. If Special Vehicle Pass holders fail to park in the designated area more than once or fail to respect any other traffic rules more than once, BTB Festival management will have no other choice than to withdraw the Vehicle's Special Pass and ask the owner/driver to



Park in our secure & guarded Public carpark. If problems persist, the driver and vehicle will both be permanently evicted.

- e. Campervans and other sleep-in vehicles (or “sleep next to” vehicles): More information will be published here by April 2021.

#### **12. STALLS & VENDORS:**

- a. Spaces for Stalls & Vendors at BTB Festival are available upon request by email to vendors [@beneaththebaobabs.com](mailto:beneaththebaobabs.com). In order to guarantee business to all Stallholders and Vendors, limited spaces will be available to each Vendor/Stall Category.
- b. All approved Stallholders and Vendors will be required to sign a “Stallholders and Vendors Agreement” which will outline the specific T&Cs applicable to Stallholders & Vendors.

#### **13. PRESS, PHOTOGRAPHERS AND FILMMAKERS:**

- a. Special Passes are available upon request for Press, Photographers and Filmmakers. Please email us for more information at [festival@beneaththebaobabs.com](mailto:festival@beneaththebaobabs.com).
- b. All approved Press, Photographers and Filmmakers will be issued with a Press Release and a Brief about the event and will be required to sign a “Press, Photographers and Filmmakers Agreement” which will outline the specific T&Cs applicable to Press, Photographers and Filmmakers.
- c. Photography & Videography:
  - i. Cameras for personal use are welcome. No commercial/ professional filming or photography is allowed without BTB Festival prior written consent.
  - ii. BTB Festival’s official Photographers & Filmmakers may take photographs and Film of the crowd and event for use in future promotional literature. Tickets to BTB Festival are purchased on this understanding.

#### **14. DISABLED ACCESS:**

- a. Disabled facilities such as Parking and 4x4 Wheelchairs are available but must be arranged in advance – please email: [festival@beneaththebaobabs.com](mailto:festival@beneaththebaobabs.com)

#### **15. INFORMATION & NOTIFICATION:**

- a. Frequently Asked Questions: for information on medical advice, transport and access, safety, and public conveniences, please check our [FAQ](#).
- b. As a customer and/or Partner of BTB Festival and therefore by agreeing to these T&Cs, you hereby agree to be included in our Mailing List. Occasionally, you will receive brief updates from our team at BTB. We will do our best to share content which we hope you will find relevant and interesting. If at any point you would prefer to stop receiving our Newsletters, please either use the Unsubscribe link at the bottom of our Newsletter or send us an email directly at [karibu@beneaththebaobabs.com](mailto:karibu@beneaththebaobabs.com) requesting the same. The last thing we want is to be disturbing you.
- c. Privacy Policy: At BTB Festival, we are committed to protecting the personal information of all of our customers, ensuring that your information will never get passed on to any third parties. To read our full privacy policy, please read Appendix 1 of BTB Venue T&Cs [HERE](#).

If any of these T&Cs are unclear or if you have any questions, please contact us at [festival@beneaththebaobabs.com](mailto:festival@beneaththebaobabs.com)