

**TERMS & CONDITIONS OF CONTRACT TO EXHIBIT INCLUDING ANY ANNEXURES WITH REED EXHIBITIONS (PTY) LTD AND NOTICE IN TERMS OF SECTION 49 OF THE CONSUMER PROTECTION ACT, NUMBER 68 OF 2008 AND THE REGULATIONS THERETO AS AMENDED FROM TIME TO TIME ("CPA")**

**1. TERMS AND CONDITIONS**

- 1.1. Whilst the Organiser shall take all reasonable steps to ensure that all rights, including location of the space or stand within the Live Event is, as agreed in the **Contract to Exhibit**, which incorporates these Terms and Conditions (together this Agreement), the Organiser shall have the right to vary details of those rights, including but not limited to, relocation of the space or stand, at its discretion and the Organiser shall not be held liable for any loss or damage, of whatsoever cause and howsoever arising in the event of such a variation.
- 1.2. Whilst the Organiser will take all reasonable steps to ensure that the virtual platform is functioning correctly during the Virtual Event and/or access to and vacant possession of the space or stand is given to the Exhibitor for the purpose of preparation and use of the space or stand for the Live Event and upon the dates agreed in this Agreement, such dates shall, in the discretion of the Organiser, be variable so as to be compatible with the successful organisation of the Virtual and/or Live as a whole. The Organiser shall not be held liable for any loss or damage, of whatsoever cause and howsoever arising in the event of a delay.
- 1.3. The Organiser does not warrant that the space or stand is suitable or fit for the purpose intended by the Exhibitor or that the stand shall be in any particular condition or state of repair. The Exhibitor acknowledges that it has satisfied itself that the space or stand is suitable for the purpose intended.
- 1.4. The Organiser reserves the right, in its sole and absolute discretion, to relocate the Event to another venue in the best interests of the Event as a whole. The Organiser shall not be held liable for any loss or damage of whatsoever nature caused and howsoever arising in the event of relocation. The Exhibitor hereby agrees that the Organiser may, in the best interests of the Event, relocate the Event, should it be necessary.
- 1.5. Should the dates become unsuitable for whatsoever reason, the Organiser reserves the right, in its sole and absolute discretion, to reschedule the dates and times to more advantageous dates and times for the success of the Virtual or Live Event, as the case may be, as a whole and the Exhibitor hereby agrees to be bound by such dates and times. The Organiser shall not be held liable for any loss or damage of whatsoever nature caused and howsoever arising in the event of a rescheduling.
- 1.6. The Organiser does not guarantee the number of persons expected to attend the Virtual and/or Live Event and gives no warranties in this regard.
- 1.7. The Exhibitor shall attend all meetings convened by the Organiser. If the Exhibitor fails to attend any such meetings or fails to comply with any directives issued by the Organiser at such meetings, the Organiser shall not be liable to the Exhibitor for any loss, damage or prejudice suffered by that Exhibitor as a result thereof. The Exhibitor hereby indemnifies the Organiser against any such loss, however such indemnification shall not be affected by any other indemnities provided in terms of this Agreement.
- 1.8. The Exhibitor is required to complete its own directory entry, if applicable, on the Virtual and/or Live Event website. The Exhibitor warrants that the names, logos, art work and other content provided to the Organiser (hereinafter referred to as "Collateral") by the Exhibitor on the Virtual and/or Live Event website, or in the official catalogue or other directory or on site at the Live Event, will not infringe the intellectual property rights of any third party and shall not contain anything which is libellous, obscene, indecent, blasphemous or in any way unlawful. The Exhibitor agrees to indemnify the Organiser and keep it fully indemnified against all damages, loss of profits, loss of reputation, claims, costs and expenses suffered or incurred by it by reason of any breach of the above warranty.
- 1.9. No stands, exhibits or features at the Live Event, nor any part of the Virtual Event may be recorded, live streamed, videotaped, photographed, drawn, copied or reproduced in any way without the written permission of the Organiser. The Organiser reserves the right to record, live stream, videotape, photograph, copy or reproduce any of the stands, their representatives and their products, displayed at the Live Event and/or Collateral displayed at the Virtual Event, as the case may be, for the purposes of promoting the Virtual and/or Live Event and future events for exploitation in any and all media whether now known or hereafter devised. Unless otherwise agreed to in writing, the Exhibitor hereby consents to its voice and likeness and that of its employees and representatives being used, (as stated above) without compensation and hereby releases the Organiser from any liability on account of such usage or any claim of infringement relates to the Protection of Personal Information Act 4 of 2013 (as amended).
- 1.10. Should the Exhibitor be found to be in breach of clause 1.8 above during the Virtual Event, it shall be removed from the virtual platform and prevented from further exhibiting at the Virtual Event.
- 1.11. Any other forms of photography, video production, filming, or recording is strictly prohibited and persons in breach of this regulation may be removed from the Virtual and/or Live Event, as the case may be. Any person, and in particular any Exhibitor, including the Exhibitor's employees or sub-contractors guilty of breaching these provisions, may be removed with immediate effect. The Exhibitor will be required to vacate his / her / their stand with immediate effect and all goods associated with the stand will be removed. The risk in as far as the removal of any goods shall not accrue to the Organiser and the Organiser shall not be responsible for any goods lost, stolen or damaged as a result of such removal.
- 1.12. The Exhibitor hereby warrants that its Collateral, products and any content provided by the Exhibitor have not been copied from any other Exhibitor or other third party and that the Exhibitor does not knowingly infringe any intellectual property rights of another Exhibitor or other third party, including but not limited to any and all rights in copyright, design right, patents, trade marks relating to any thing which is exhibited in any form whatsoever at the Virtual and/or Live Event. The Exhibitor hereby fully indemnifies the Organiser for any breach of such warranty.
- 1.13. Please be aware that the Organiser does not tolerate counterfeit products at its shows and will, if required and in its discretion, support trading standards and licensors with any action required to be instituted against any parties guilty of advertising or selling counterfeit products or any products that may infringe on the copyrights of other Exhibitors. Any branded products are required to be fully licensed and clearly labelled. It is the Exhibitor's responsibility to ensure that it has proof of such license(s) or purchase receipts for the said products. Exhibitors found to be selling counterfeit/unlicensed products will be expected to immediately cease all sales of such items. The Organiser may, in its sole discretion determine that the merchandise is either counterfeit, unlicensed, or not original, either close down the stand or remove the Exhibitor from the virtual platform, as the case may be, with immediate effect and deny the Exhibitor further participation in the Virtual Event, or entry to the Live Event. Any costs incurred by the Exhibitor shall be forfeited and the Exhibitor shall have no recourse to claim any amounts paid to the Organiser. The Exhibitor specifically acknowledges and agrees to these terms.
- 1.14. No children or young adults under the age of 16 (sixteen) years are permitted in the Live Event halls during build-up or breakdown. Please see the Live Event website for any further restrictions on age, regarding the build-up and breakdown periods and procedures. The Organiser shall have sole control over admission policies at all times. See Live Event website for the attendee admissions policy.
- 1.15. In the event that the Organiser provides an internet connection at the Live Event, either by way of its own provision or by utilising an external service provider, the Organiser reserves the right to regulate the use of such internet services, and will not guarantee such usage on any platform or format. In the event of the Exhibitor connecting to the said service, the Exhibitor hereby agrees that it is aware of the fact that it will share/provide the Organiser with personal information/data. The Exhibitor, alternatively any person who utilises the said services hereby indemnify the Organiser against any claims that may arise from the usage of the said internet services as well as the provision of its/his/her personal information. The purposes of the provision of the said internet and connection services is to ensure smooth operation of computer technology and internet access for the benefit of all Exhibitors.
  - 1.15.1. This policy shall apply to any form of computer, whether a PC, laptop, server, PDA, tablet or mobile phone or any similar device ("Computers") which is provided by the Exhibitor (or any third party) and connected by wired or wireless means to the network(s) of the Organiser or any of its contractors at the Live Event ("the Network").
  - 1.15.2. Exhibitors shall use their best endeavours to prevent any unauthorised access to the Network and will ensure that the Computers do not introduce any computer bugs, computer viruses, worms, Trojans horses, software bombs or any similar items or software to the Network.
  - 1.15.3. All Computers used to access the network have to have the latest commercially available versions of antivirus and firewall software correctly installed and configured. This software must be kept up-to-date for the duration of the Live Event.
  - 1.15.4. The Organiser reserves the right to make random visits to Exhibitors stands to seek confirmation that Exhibitors are in compliance with this policy.
  - 1.15.5. In the event that on investigation it becomes clear that the latest version of the antivirus and/or firewall software is not installed and any device which is required to have such software is being used, or there is any failure to comply with this Policy, the Organiser reserves the right to disconnect any or all of the Exhibitor's computers from the Network and disable any wireless network that do not comply with this policy.
  - 1.15.6. In the event of such disconnection, it will be the responsibility of the Exhibitor to ensure that a current version of the required antivirus and/or firewall software is installed and that any other failure to comply with the Policy is remedied. Only once this remedial action has been taken to the satisfaction of the Organiser, will the Exhibitor be allowed to reconnect to the Network.
  - 1.15.7. The internet connection via the Network, if provided at the Live Event, is for Exhibitors' use only and such use shall be entirely at their own risk. The Organiser shall not be liable for any loss, loss of profits as a result of a decrease in sales at the Live Event or thereafter, damage or liability (whether direct, indirect, special or consequential including, without limitation, loss of profits, business interruption, loss of programs or other data) or a breach in as far as the Personal Information of the Exhibitor is concerned, as a result of any usage by the Exhibitor of the Network.

1.15.8. The Exhibitor hereby indemnifies the Organiser of any loss or damages suffered by the Exhibitor as well as any other third party, including but not limited to fellow Exhibitors at the Live Event, as a result of the Exhibitor failing to comply with this internet connection policy.

## 2. CONSIDERATION AND PAYMENT

- 2.1. The service charge and other consideration recorded on the Exhibitor's Contract to Exhibit are for the provision of space or space and stand, and virtual offering as specified and are exclusive of VAT. All amounts due shall be payable strictly in accordance with the payment terms in the Contract to Exhibit. In the event that the Exhibitor does not pay on due date, the full amount owing shall automatically become due and payable without notice. Value Added Services (including but not limited to registration fees, insurance, internet listing, delegate places, use of meeting rooms, sponsorship arrangements and other additional services) shall be paid in full at the date of ordering and, in the event of cancellation or variation, no refund will be given.
- 2.2. The consideration payable by the Exhibitor shall be paid without deferment, free of exchange and without any deduction or set-off of whatsoever nature.
- 2.3. The Exhibitor acknowledges that:
- 2.3.1. all payments made to the Organiser shall only be deemed to have been received by the Organiser when the money is actually received and/or delivered to the Organiser and all risk in and relating to such payments shall lie with the Exhibitor until date of receipt or delivery to the Organiser;
- 2.3.2. payments made directly into the Organiser's bank account shall be at the Exhibitor's risk until confirmed as cleared funds by the Organiser's bankers; and
- 2.3.3. unless otherwise specifically directed in writing by an authorised representative of the Organiser, no third party is authorised to accept any payment due by the Exhibitor on behalf of the Organiser.
- 2.4. MasterCard, Visa, AMEX and Diners credit cards will be accepted.
- 2.5. In the event of any amount not being paid by the Exhibitor to the Organiser on due date, the Organiser will have the right, in addition to and without prejudice to any of the Organiser's other rights or remedies in law:
- 2.5.1. to charge interest at the rate of 2% per month compounded monthly from due date of payment until payment is received in full, including payment for all costs and expenses (including legal costs on an attorney own client scale) incurred by the Organiser in connection with the recovery of any payment due to it by the Exhibitor; and
- 2.5.2. to claim all other amounts owed by the Exhibitor to the Organiser which shall forthwith become due and payable.
- 2.6. The Organiser shall, in its sole and absolute discretion be entitled to appropriate any and all payments made by the Exhibitor towards the payment of any debt or obligation of whatsoever nature owed by the Exhibitor to the Organiser, irrespective of when or how such obligation or debt arose.
- 2.7. A certificate signed by a director of the Organiser as to the amount owing to the Organiser by the Exhibitor at any time shall be admitted as evidence in any legal proceedings or for any other purpose whatsoever and shall constitute prima facie proof of its contents and of the amount owing by the Exhibitor to the Organiser.
- 2.8. Should the Exhibitor wish to decrease the amount of space to be utilised at the Live Event, the following shall apply:
- 2.8.1. The amount of space by which the initial agreement and space is to be reduced to, will be dealt with in terms of the Organiser's cancellation policy as stated in terms of clause 2.10, 2.11 and 2.12 below. This will necessitate the Exhibitor to still send the required cancellation letter as stated below for the purposes of reducing the initial space allocated to the Exhibitor. Therefore, and as an illustration of the above, should the Exhibitor wish to reduce the space from 100 square meters to 80 square meters, the reduction of 20 square meters will be dealt with in terms of the cancellation clauses below. No requests for the reduction of space allocated will be accepted less than 4 months prior to the Event and the normal cancellation costs as per clause 2.12 will be applicable. All reduction decision are made at the sole discretion of the Organiser and may be declined, which may have the result of the Exhibitor having to cancel this agreement and be liable for the applicable cancellation costs as defined in clause 2.10, 2.11 and 2.12 below.
- 2.8.2. In the event of the Exhibitor sub dividing or sub-letting the space and such an agreement is terminated for any reason whatsoever, such termination will have no effect on the obligations imposed on the Exhibitor in terms of this Agreement and the Exhibitor shall remain responsible for the allocated space as agreed upon herein.
- 2.9. Should the Exhibitor want to cancel their participation at either the Virtual and/or Live Event, a Letter of Cancellation must be sent to the Organiser by recorded delivery.
- 2.10. If the Organiser receives such a **Letter of Cancellation** more than 6 months prior to the Virtual and/or Live Event, as the case may be, the Exhibitor will be liable for 50% of the full agreement value (being the total amount due on the application) on the date of cancellation (or the maximum permissible and allowed amount in terms of the CPA if the CPA is applicable).
- 2.11. If the Organiser receives a letter of cancellation between 6 and 4 months prior to the Virtual and/or Live Event, as the case may be, the Exhibitor will be liable for 75% of the full agreement value (being the total amount due on the application) on the date of cancellation (or the maximum permissible and allowed amount in terms of the CPA if the CPA is applicable).
- 2.12. If the Organiser receives a letter of cancellation less than 4 months prior to the Virtual and/or Live Event, as the case may be, the Exhibitor will be liable for the full agreement value (being the total amount due on the application) on the date of cancellation (or the maximum permissible and allowed amount in terms of the CPA, if the CPA is applicable).
- 2.13. If the party signing this Agreement on behalf of the Exhibitor has not been authorised to enter into this Agreement, the party who signs this Agreement shall be personally liable for all the Exhibitor's obligations in terms of this Agreement. It will be construed by the Organiser that the person signing this Agreement is duly mandated and authorised to do so and therefore binds the Exhibitor to the terms and conditions hereof. There shall be no variation or waiver in regard to such mandate or authorisation, unless agreed to in writing by the parties to this Agreement. It shall further be interpreted that the Exhibitor, as a result of the signatory appending his/her signature to this Agreement, agrees and shall be held liable for any obligations imposed on it by virtue of this Agreement. The Exhibitor agrees in terms of this clause that it will not dispute or query the validity of this Agreement or its obligations in terms hereof, if the said agreement is signed by a representative of the Exhibitor, hence the Exhibitor agrees that it shall be vicariously liable to comply with all the obligations imposed on it as a result of this Agreement. It will therefore be the responsibility of the Exhibitor to ensure that the person signing this Agreement is duly authorised and mandated to do so. The Organiser therefore accepts that the person signing this Agreement on behalf of the Exhibitor is duly authorised and mandated to do so.
- 2.14. The Organiser shall be entitled to refuse to accept a **Contract to Exhibit** or cancel this Agreement if the Exhibitor, or a member of its group, is in arrears with any payment due to the Organiser. Further, the Organiser may elect to keep this Agreement alive but not permit the Exhibitor to erect or occupy a stand at the Live Event until such time as all monies are paid in full.
- 2.15. As a result of the Organiser being a member of AAXO (Association of African Exhibition Organisers), the Exhibitor will be required to pay a levy, such levy as determined by the association, dependent on the region, per square meter, which levy will be classified as a Marketing Contribution Fee. In the event the Exhibitor requiring any further information related to either the Marketing Contribution Fee, alternatively AAXO, such information can be obtained from the Organiser or the AAXO website of which the details are: [www.aaxo.co.za](http://www.aaxo.co.za).

## 3. STAND PREPARATION, STAND VETTING AND COLLATERAL

- 3.1. The Organiser shall be entitled to issue written and oral directives and orders from time to time in the Exhibitor manual or otherwise, regarding methods and materials of construction, stand layout, design and quality of installation related to the Live Event, and design and quality of all Collateral to be supplied in relation to the Virtual Event, and the Exhibitor shall timeously and in full comply with such directives and orders.
- 3.2. The Organiser and the venue shall at all times be entitled to free and undisturbed access to the stand during the preparation and use thereof by the Exhibitor at the Live Event.
- 3.3. If the Organiser so directs in writing, the Exhibitor shall be obliged to use a contractor designated by the Organiser for the purpose of preparing the stand and erecting the installation. If the Organiser makes such designation:
- 3.3.1. the Exhibitor shall not be entitled itself or through any other contractor to prepare the stand save to the extent that the designated contractor declines to do so;
- 3.3.2. the Organiser shall incur no liability or responsibility for the due and proper performance by the designated contractor of its obligations in terms of the agreement concluded with the Exhibitor;
- 3.3.3. the agreement concluded between the Exhibitor and the designated contractor shall be subject to the prior written approval of the Organiser.
- 3.4. In any event, the stand shall be prepared and the installation shall be constructed to a standard at least equal to the general standard of the remaining stands rented by other Exhibitors at the Live Event.
- 3.5. All Collateral shall at all times be designed to a standard at least equal to the general standard of Collateral designed by other Exhibitors at the Virtual Event.

- 3.6. After completion of the Collateral design and/or installation, as the case may be, the Organiser shall be entitled to require the Exhibitor to make such additions or changes to the Collateral and/or installation, as it in its discretion requires, to keep with the overall quality and profile of the Virtual and/or Live Event, as the case may be.
- 3.7. Ownership in and to the shell scheme shall not pass to the Exhibitor nor shall the Exhibitor enjoy any rights in respect of the shell scheme save and except those specifically granted to it in terms hereof. Upon the termination of the Live Event the Exhibitor shall return the shell scheme to the Organiser in good condition, fair wear and tear accepted. During the course of the Live Event, the Exhibitor shall maintain the shell scheme in good order and condition and shall follow all of the Organiser's instructions from time with regard to the use and care thereof.
- 3.8. In the interest of maintaining the quality level of the Virtual Event, the Organiser will vet all Collateral by 17h00 2 (two) days prior to the Virtual Event going live. Should the Exhibitor's Collateral be below the standard of the Virtual Event or not fit the profile of the Virtual Event, the Exhibitor will be given notice to fix the problem by 16h00 of the next day or the Exhibitor will not be allowed to participate in the Virtual Event. The decision of the Organiser will be final and binding.
- 3.9. In the interest of maintaining the quality level of the Live Event, the Organiser will vet all the stands by 15h00 on the last day of build-up. Should the Exhibitors stand be below the standard of the Event or not fit the profile of the Event, the Exhibitor will be given notice to fix the problem within 2 hours or the stand will be closed. The decision of the Organiser will be final and binding.
- 3.10. The Organiser also provides services in as far as the conceptualisation, design and manufacture of stands for the Live Event are concerned. The Exhibitor, by accepting this clause, agrees for a representative of the division, SmartBuild, to contact the Exhibitor to provide the service offering. The Exhibitor further agrees that should it then opt to engage the services of SmartBuild, SmartBuild will enter into a service level agreement with one of SmartBuild's preferred suppliers for the provision of the services the Exhibitor was quoted on. The Exhibitor hereby agrees and enter into the below terms of engagement with SmartBuild, prior to any services being provided. Should the Exhibitor not exercise the option of engagement on this Contract to Exhibit, the Exhibitor will be required to enter into a separate agreement with SmartBuild at a later stage should this option be taken.
- 4. SMARTBUILD TERMS OF ENGAGEMENT (OPTIONAL)**
- 4.1. The Exhibitor hereby agrees to utilise the services of SmartBuild in as far as the conceptualization, design and manufacture of its stand is concerned.
- 4.2. Any instructions or additional terms to SmartBuild in the provision of the services shall be reduced to writing and agreed upon by the parties.
- 4.3. SmartBuild reserves the right to amend or vary any quotation or quoted amount at any time before or after acceptance thereof by the Exhibitor, at its sole and absolute discretion. It is recorded that the costs of goods, equipment and / or services provided by SmartBuild may fluctuate between date of acceptance of the quote and the date upon which the Exhibitor takes delivery of any products and / or services for the project. Such changes will be communicated with the Exhibitor in writing and will only be implemented upon approval. The prices quoted, do not include storage of the stand at a later date. Should this additional service be required by the Exhibitor, it is to be requested in writing and SmartBuild will quote and invoice for such service separately.
- 4.4. Payment for the services shall be made on the same terms as described in clause 2 above. Therefore, all deposits payable and applicable to the services provided by SmartBuild will be on the same terms as for the provision of space. The Exhibitor agrees that this will be a separate charge and any payments in as far as the services provided by SmartBuild are concerned will be a separate transaction.
- 4.5. Should the balance of any payment due not be paid by the Exhibitor on due date, SmartBuild reserves the right to withhold delivery and / or collection and/or build up and / or break down services and / or any other services relating to the stand / project.
- 4.6. All goods supplied to the Exhibitor by SmartBuild shall remain the property of the preferred supplier and the Exhibitor shall not become the owner of the stand or any amenities associated with the stand at any point in time.
- 4.7. Any damage and / or loss of any equipment rented and / or delivered to the Exhibitor for the purposes of the exhibition will be for the Exhibitor's expense.
- 4.8. Should the Exhibitor be of the opinion that the stand (exhibit) or the service rendered relating to the stand has not been completed to its satisfaction yet still wish to utilise the goods delivered and / or services rendered by SmartBuild, the Exhibitor may not withhold any payment due in respect of the stand and / or project and / or services. The Exhibitor shall notify SmartBuild of such unsatisfactory details in writing during the handover of the stand / project. The quality and finalisation of the stand shall have no bearing on the space already acquired by the Exhibitor and the Exhibitor shall remain bound to its obligations in as far as the space is concerned, including, but not limited to, payment thereof in terms of clause 2 above.
- 4.9. No orders will be processed unless reduced to writing.
- 4.10. The Exhibitor shall provide Smartbuild with its final instructions by the date as communicated by the SmartBuild representative prior to the exhibition. Should the Exhibitor fail to do so, SmartBuild shall still be entitled to payment for all services rendered. Should the Exhibitor cancel the instruction to proceed with the building of the stand, the provisions of clause 2.10, 2.11 and 2.12 shall be applicable.
- 4.11. Changes and / or alterations of the design and / or any extras required by the Exhibitor may be subject to extra charges, which shall be determined at the sole and absolute discretion of SmartBuild but which shall be based upon the usual, market- related rates charged by the preferred supplier in respect of such extra items. SmartBuild shall furnish the Exhibitor with a separate quotation for any such additional items required by the Exhibitor.
- 4.12. The period of manufacture will be communicated by a SmartBuild representative, and SmartBuild cannot guarantee completion of the stand/s and / or the project if the signed quote or any necessary deposit does not occur within this time frame. SmartBuild will not be held liable for late or non-delivery of any exhibition stand/s.
- 4.13. SmartBuild does not take responsibility for delivery, damages, losses and / or theft of any of the Exhibitor's products, brochures, giveaways or equipment or any property belonging to the Exhibitor howsoever arising and whether as a result of any negligence on the part of SmartBuild or its employees or sub-contractors, before, during and after the exhibition.
- 4.14. The handover procedure in respect of the stand/s and / or any other aspects of the exhibition stand is to be done with both the SmartBuild representative and the Exhibitor's representative to accept the abovementioned exhibition stand/s as well as any other aspects of the stand attended to by SmartBuild herein. Any claims or complaints made by the Exhibitor without a formal handover will not be considered.
- 4.15. Any cancellation, breach termination or Force Majeure event, which may impact or affect the services provided by Smartbuild shall be dealt with in accordance with clause 6.
- 4.16. The preferred supplier reserves the right to all copyright on all designs created by the preferred supplier in relation to the stand/s / project.
- 4.17. The engagement between the Exhibitor and SmartBuild shall be governed by terms of this Agreement.
- 5. USE OF THE STAND AT THE LIVE EVENT**
- 5.1. Unless specifically otherwise agreed, the Exhibitor shall not use any form of visual or vocal apparatus including, but not limited to, illuminations on the stand which cause an annoyance or nuisance to other Exhibitors, visitors, the Organiser or the landlord, or demonstrate any product which produces excessive noise. Noise levels must be confined to the stand and no amplified sound may be heard outside the stand. Noise levels may not exceed 70 DB.
- 5.2. The Exhibitor and its representatives shall only be entitled to distribute literature and printed matter from its stand and shall not be entitled to distribute same anywhere else at the Live Event without the Organiser's prior written consent. Exhibitors and their representatives must not take part in any petitioning, demonstrations, objectionable behaviour or wear offensive clothing or be involved in any activity that may disrupt the Live Event. No material which is offensive, discriminatory or of a political nature may be distributed or displayed at the Live Event. The Organiser reserves the right to remove persons from the Live Event if they are in breach of these terms and conditions.
- 5.3. The Exhibitor shall keep the stand open and adequately staffed by representatives wearing appropriate business wear whenever the Live Event is open to the public and shall not remove exhibits prior to the closing of the Live Event.
- 5.4. The nature of the services to be provided to the stand or the Live Event site shall be in the sole and absolute discretion of the Organiser.
- 5.5. All corner stands must be open on the aisles. Under no circumstances may the open side/s of an aisle stand be closed with any form of walling or partitioning.
- 5.6. Stand Sharing: Should you be sharing your Live Event space, you must notify the Organiser in writing to obtain approval. A surcharge will be levied per exhibiting company per Live Event. This surcharge enables the Organiser to supply each sharing Exhibitor the same added benefits as the main stand holder. The Exhibitor is responsible for ensuring any stand sharers, approved by the Organiser, comply with the terms of this Agreement and the Exhibitor shall be primarily liable for the acts and omissions of such stand sharers.
- 5.7. The Exhibitor shall ensure that all its employees, suppliers, independent contractors, and all entities associated with it comply with the Safety Act and shall ensure that all its employees, agents, suppliers, independent contractors, and all entities associated with it shall be aware of all the safety guidelines, measures, plans and policies relating to the Live Event in terms of the Safety Act and undertakes to observe the aforementioned plans, measures and policies.  
**In particular, smoking is prohibited in the venue.**
- 5.8. In particular, the Exhibitor agrees to abide by the Organiser's policies and procedures in terms of Covid-19 safety.
- 5.9. The Exhibitor is responsible for obtaining all necessary licenses, permits, authorities or other documentation required in respect of exhibits to be displayed at the Live Event and shall produce them to the Organiser on request.

- 5.10. After the Live Event, all exhibits and property of the Exhibitor must be removed from the venue by the time and date stated by the Organiser and if the Exhibitor fails to remove such exhibits and property, the Organiser may do so at the Exhibitor's cost and risk.
- 5.11. It is the responsibility of the Exhibitor to check the venue headroom available when booking space. The Organiser reserves the right to request stand drawings for checking.
- 5.12. No Exhibitor or its representatives will be admitted to the venue without an official pass.
- 6. CANCELLATION, BREACH, TERMINATION AND FORCE MAJEURE**
- 6.1. Should the Exhibitor cancel this Agreement at any time such cancellation will be subject to the conditions in 2.1 to 2.14, unless the CPA is applicable, in which event such provision are to be proven by the aggrieved party. This will however not absolve the Exhibitor from its obligations to make payment in favour of the Organiser in terms of clause 2. Only once it has been successfully proven by the aggrieved party that the CPA is applicable, shall the Organiser reimburse in part or in total the amounts paid by the Exhibitor.
- 6.2. In the event that the Organiser institutes legal action against the Exhibitor in terms of the provisions of this Agreement, then the Exhibitor will be liable for the Organiser's legal costs on the Attorney and Client scale, as well as collection commission, fees for tracers and Counsel fees.
- 6.3. If any Exhibitor (or its employees, agents, stand sharers or other representatives):
- 6.3.1. fails to perform any of the provisions of the Agreement;
- 6.3.2. its licence to trade / Certificate of Compliance is revoked, has expired or is found by the Organiser or its duly appointed representative not be in good standing in relation to the Virtual and/or Live Event; or
- 6.3.3. be considered by the Organiser to be prohibited from attending the Virtual and/or Live Event by any applicable laws, sanctions or regulations to prevent terrorism or the financing of terrorism or to prevent trade with a certain country or certain persons or otherwise;
- the Organiser shall have the right to terminate the Agreement forthwith by notice in writing to such Exhibitor.
- 6.4. In the event of termination in terms of clause 6.3, the Exhibitor and its employees, agents, stand sharers and other representatives will be prevented from attending the Virtual and/or Live Event, as the case may be, and the Collateral and/or exhibits of such Exhibitor shall be removed from the Virtual and/or Live Event platform and/or premises at a time to be stated by the Organiser. The Organiser shall be entitled, if necessary, to remove and despatch the said exhibits and property (at the risk and expense of the Exhibitor/s) to the address of the Exhibitor stated in the **Contract to Exhibit**. All consideration paid by the Exhibitor shall be forfeited to and retained by the Organiser and the Exhibitor shall indemnify the Organiser in respect of all costs, losses, damages or expenses (including any consequential loss or damage) incurred as the result of such termination.
- 6.5. The Exhibitor shall co-operate with the Organiser and provide all reasonable information requested by the Organiser to assess whether the Exhibitor, its employees, agents, stand sharers or other representatives are prevented from attending the Virtual and/or Live Event under the relevant laws, sanctions or regulations. The Organiser's decision shall be final.
- 6.6. If the Virtual and/or Live Event is abandoned, cancelled or suspended in whole or in part by reason of war, fire, national emergency, labour dispute, strike, lock-out, civil disturbance, inevitable accident, pandemic, the non-availability of the Virtual Event platform, the non-availability of the Live Event premises or any other cause not within the control of the Organiser, whether *ejusdem generis* or not, the Organiser may, at its sole discretion, elect, but shall be under no obligation, to provide a refund, either full or partial, to the Exhibitor, and shall be under no liability to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses whatsoever which may be brought against or suffered or incurred by the Exhibitor, as the result of the happening of any such event.
- 6.7. The Organiser shall have the right at all times to abandon, cancel or suspend the Virtual and/or Live Event in whole or part in the event that there is likely to be insufficient Exhibitor participation in and visitor support therefor, the likelihood of such insufficiency to be determined by the Organiser whose decision shall be final.
- 6.8. In the event of such an abandonment, cancellation or suspension, the Exhibitor shall be entitled to receive a full refund less any costs and expenses borne by the Organiser in relation to the Virtual and/or Live Event up to and including the date upon which the determination above was taken, but the Organiser shall not be further responsible to the Exhibitor in respect of any actions, claims, losses (including consequential losses), costs or expenses which may be brought against or suffered or incurred by the Exhibitor as the result of the abandonment, cancellation or suspension of the Virtual and/or Live Event.
- 6.9. Notwithstanding clause 6.8 above, should the reason for such abandonment, cancellation or suspension be due to reasons as described in clause 6.6 above, then clause 6.6 shall apply.
- 6.10. Should an Exhibitor being an individual or firm be sequestered or make any compromises with his or their creditors, or being a limited liability company, go into liquidation (other than a solvent voluntary liquidation for the purpose of amalgamation or reconstruction) or commence business rescue proceedings, or an administrative order is made against the Exhibitor or its assets or the Exhibitor enters into any arrangement / compromise with its creditors or is unable to pay its debts as they become due, the Agreement with such Exhibitor shall terminate forthwith save that all service charges paid shall be forfeited and the balance of the consideration shall become due and payable forthwith and such termination shall be without prejudice to any claim of the Organiser against the Exhibitor in respect of any antecedent breach.
- 7. EXCLUSION OF LIABILITY**
- 7.1. The Organiser shall not be responsible for any special, direct, indirect or consequential loss, damage, theft or breakage to the stand or any other property of any kind brought into the Live Event/venue by the Exhibitor, its servants, employees, agents, contractors or invitees or for any injury to the person of an Exhibitor, or any of its servants, employees, agents, contractors or invitees howsoever such loss or damage to the stand or property or injury to person may be caused and notwithstanding that such loss or damage to the stand, property, or injury to person may have been occasioned by the neglect of the invitees or by the Event site being in or falling into a defective state of repair or failure to provide services.
- 7.2. In addition, and not limiting the generality of the foregoing, under no circumstances shall the Organiser be liable towards the Exhibitor or any other person for any loss of any nature whatsoever and howsoever arising, including but not limited to lost goodwill, loss of profits, loss of revenue or, difficulties which may arise out of this Agreement, unless same is as a result of the gross negligence of the Organiser.
- 7.3. The Exhibitor hereby indemnifies the Organiser against all and any actions, claims, demands, costs, charges or expenses arising or resulting directly, or indirectly from any act, omission or negligence by the Exhibitor, its servants, agents, contractors or invitees notwithstanding that such action, claim, demand, cost, charges or expenses may have been occasioned in whole or in part by the Live Event site or any installations thereof being of falling into a defective state of repair to the maximum extent allowed and permissible in terms of the CPA.
- 7.4. The Organiser is not responsible for the content of any speaker's presentation, such content is the opinion of the speaker and not of the Organiser.
- 7.5. If the CPA is applicable the above clauses 7.1, 7.2 and 7.3 will be interpreted and adopted to provide the Organiser with an indemnification and exclusion of liability to the maximum extent allowed and permissible in terms of the CPA.
- 8. INSURANCE**
- 8.1. In relation to the Live Event, the Exhibitor must take out and maintain Public Liability Insurance providing a minimum indemnity of R 2 000 000.00 (two million Rand) or local currency equivalent for the duration of the Live Event including the construction and dismantling periods. In order to participate in the Live Event, all Exhibitors must have this minimum level of insurance cover.
- 8.2. In relation to the Live Event, the Exhibitor must take out and maintain adequate insurance in respect of loss of or damage to exhibits or other property in the custody of the Exhibitor, his invitees or licensees howsoever caused.
- 8.3. Exhibitors must insure against costs and expenses which they may incur in the event of the Virtual and/or Live Event being abandoned, cancelled, postponed or curtailed in whole or in part for causes outside the Organiser's control, since the Organiser accepts no responsibility in such an eventuality.
- 8.4. It is the contracted Exhibitor's responsibility to ensure that any stand sharers have adequate insurance cover of their own.
- 9. PENALTIES**
- 9.1. Stands incomplete by opening time on the first day of the Live Event will be charged a penalty of R1 000.00 and stands that open late on days that follow will be charged a penalty of an additional R500.00 per day.
- 9.2. A penalty of R1 000.00 will be charged if the Exhibitor breaks down their stand before closing time on the last day of the Live Event.
- 10. COMPLIANCE WITH LAWS**
- 10.1. The Exhibitor shall comply with all laws relevant to the performance of the Agreement and relevant to the Virtual and/or Live Event. Bribery and any other form of unethical business practice is prohibited in relation to the Virtual and/or Live Event and all business transactions in relation to the Virtual and/or Live Event shall be accurately and completely recorded in accordance with applicable laws. The Exhibitor shall not in connection with the Virtual and/or Live Event accept gifts or inducements of any kind nor give or offer to give any person, an inducement or gift of any kind that could be perceived by others to be a bribe.
- 11. PRIVACY AND DATA PROTECTION POLICY**

- 11.1. In this clause, "Data Protection Legislation" means any laws, rules, regulations, directive, decrees, orders or other legal requirements relating to the protection and / or processing of Personal Information in any relevant jurisdiction, as well as the Protection of Personal Information Act 4 of 2013 (POPIA) (as amended from time to time).
- 11.2. Regarding the personal data that the Exhibitor may have access to and process as part of its participation in the Virtual and/or Live Event (including Visitor Data), the Exhibitor agrees to comply with all applicable obligations as a "data controller" or "data processor" (as may be relevant) under the Data Protection Legislation including its decisions and actions concerning its processing and use of such personal data.
- 11.3. By signing the Contract to Exhibit, the Exhibitor is consenting, under all relevant data privacy and Data Protection Legislation, to the Organiser communicating with Exhibitors via telephone, email and by post and using its Personal Information for the following purposes, namely: for the Organiser's internal purposes, which will include accounts processing, internal analysis of Exhibitors, publishing the Exhibitor's details on the Virtual and/or Live Event website, in the official catalogue for the Virtual and/or Live Event and / or in any other directory relating to the Virtual and/or Live Event or relevant industry in each case whether in print, electronically or in any other media, inviting Exhibitors to other events organised by the Organiser or its group, disclosure of information to contractors who provide services in respect of the Virtual and/or Live Event, (including, but not limited to, shell scheme, security, registration, cleaning and freight contractors, caterers and electricians), disclosure to direct mailing contractors and disclosure or transfer of Exhibitor's Personal Information to members of the Organiser's group worldwide to allow the group to further develop its business and its services to Exhibitors. Please contact the Organiser if you do not wish your Personal Information to be used in any of the ways mentioned above.
- 11.4. The Exhibitor shall implement and maintain appropriate technical and organizational security measures against the unauthorized or unlawful processing of Personal Information (including Visitor Data) and against accidental loss, or destruction of or damage to Personal Information to meet the requirements of the Data Protection Legislation, to ensure the protection of the rights of the data subjects, and provide a standard of protection that is at least as comparable to the protection required under the Data Protection Legislation.
- 11.5. The Personal Information provided by the Exhibitor to the Organiser (including details of Permitted Sharers) is necessary for the fulfilment, administration, management and execution of the Contract to Exhibit. The individual identified in the Quotation, Contract to Exhibit and later communications as the contact person for the Exhibitor or Permitted Sharers may be contacted by the Organiser, the Venue, the virtual platform developer and their subcontractors for the purposes of facilitating the participation of the Exhibitor and Permitted Sharers at the Virtual and/or Live Event which may also include entry of the Exhibitor and Permitted Sharers on the Virtual and/or Live Event website and in the Virtual and/or Live Event directory, arranging introductions to or appointments with certain Virtual and/or Live Event visitors, and appropriate marketing of related services and products, subject to the Virtual and/or Live Event privacy policy, which is displayed on the Virtual and/or Live Event website.

**12. GENERAL**

- 12.1. This Agreement shall apply to all services rendered by Organiser to the Exhibitor to the complete exclusion of any other terms and conditions whether oral or in writing.
- 12.2. The Contract to Exhibit shall form an integral part of this Agreement.
- 12.3. The headings in this Agreement have been inserted for convenience only and shall not be used for nor assist or affect its interpretation.
- 12.4. No variation of this clause as well as the balance of this Agreement shall be of any force or effect unless reduced to writing and signed by all the parties, excepting such variations by the Organiser as allowed in terms of this Agreement.
- 12.5. The parties agree that the rule of interpretation to construe contract terms against the drafter, namely the *contra proferentem* rule shall not be applicable.
- 12.6. No indulgence or extension, which the Organiser may allow to the Exhibitor, will be regarded as a variation of this Agreement, or a waiver of the Organiser's rights in terms of this Agreement.
- 12.7. The Exhibitor shall not be entitled to cede, assign, transfer, make over, sublet, subcontract, delegate or alienate any of its rights or obligations in terms of this Agreement without the Organiser's written consent.
- 12.8. No remedy conferred by this Agreement is intended to be exclusive in any other remedy that is otherwise available in law, unless expressly limited in this Agreement. Each remedy shall be cumulative and in addition to any other remedy granted in terms of this Agreement or otherwise available in law. The election of any one or more remedy by any of the parties shall not constitute a waiver by such party of the right to pursue any other remedy.
- 12.9. If any provision of this Agreement is rendered void, illegal or unenforceable in any respect such provision shall be severable and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect.
- 12.10. This Agreement may be executed in one or more counterparts which, when read together, will constitute a single binding agreement.
- 12.11. For the purpose of delivery of all notices and / or processes arising from or in connection with this Agreement, the Parties choose as their *domicilium citandi et executandi* the addresses stated on the Contract to Exhibit.
- 12.12. To the extent that the CPA applies to this Agreement, any provisions contained herein which are in conflict with Section 51 shall be read as being *pro non scripto* and as such shall not be binding as between the parties.
- 12.13. The signatory to this Agreement confirms that the entire contents of this Agreement and all its terms, including implications and consequences thereof, have been fully explained to them and that they understand and agree to all the legal effect thereof.

SIGNED FOR THE EXHIBITOR		SIGNED FOR THE ORGANISER	
SIGNATURE		SIGNATURE	
The signatory warrants his/her authority to sign this Agreement on behalf of the company AND further verifies that he/she is mandated to bind the company to the terms and obligations of this Agreement. the signatory further warrants that he/she has read, fully understood and considers the company bound by these TERMS & CONDITIONS		The signatory warrants his/her authority to sign this Agreement on behalf of the company AND further verifies that he/she is mandated to bind the company to the terms and obligations of this Agreement. the signatory further warrants that he/she has read, fully understood and considers the company bound by these TERMS & CONDITIONS	
Date		Date	
Name		Name	
Company		Company	
Job Title		Job Title	