

BUYER TERMS & CONDITIONS
15th to 18th May 2023
Cape Town

1. DEFINITIONS AND INTERPRETATION

1.1. In these terms & conditions: **We Are Africa** means **We Are Africa Ltd.**; **We Are Africa Materials** means all materials, drawings, logos, images, tools, equipment, specifications and data in whatever media or format including without limitation the Promotional Materials created or developed by **This is Beyond Limited** or **We Are Africa**, its officers, employees, agents or contractors in connection with the Exhibition; **Application** means the application or booking form from the proposed Buyer and accepted by **We Are Africa** as an 'Approved Buyer' (which shall exclude any invitation issued by **We Are Africa**); **Buyer** means the person and/or company whose details are set out in the Application; **Buyer Information** means the Buyer's company name and any other company information related to the **Buyer** and any **Delegate** of such person or company; **Contract** means these terms and conditions between the Buyer and **We Are Africa** for the Buyer to attend the Exhibition which includes the Application; **Control** means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and Controls, Controlled and the expression change of Control shall be construed accordingly; **Delegate** means any person sent and authorised to represent the **Buyer** at **We Are Africa**; **Exhibition** means **We Are Africa**; **Exhibitor** means any person or entity attending an Exhibition in such capacity; **Force Majeure** means, in relation to either party, any circumstances beyond the reasonable control of that party including but not limited to any acts of god, epidemics, pandemics, COVID-19 (including but not limited to the COVID-19 pandemic), coronavirus, swine flu, bird flu, and any mutations of any of them, fires, explosions, earthquakes, floods, volcanic eruptions, ash clouds, storms, tempest, lightning, climate change, strikes or lockouts, riots, civil commotions, war, rebellion, or harmful acts for political reasons, any terrorist, biochemical attacks, cyber attacks, national mourning or other similar national or regional event or purposes, material or national emergency, terrorist or military activity, labour disputes, airlines disturbances or cessation, civil disturbances, explosions, inevitable accident, failure of third party suppliers, failure of network and communications providers, failure of utility supply of any kind e.g. water, gas, electricity, interventions, government actions or regulations or restrictions by national or local authorities or in each case any circumstances, events, consequences or occurrences arising from or associated with any of these things or matters defined as Force Majeure in this clause; **GBP and £** means British pounds sterling; **Hosted Buyer** means any Buyer accepted as a Hosted Buyer upon request made by the Buyer in the Application; **Hotel Cost** means the cost of the hotel provided by **We Are Africa** to the Buyer on a complimentary basis; **Intellectual Property Rights** means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. **Materials** means all materials, drawings, logos, images, specifications and data supplied by the Buyers to **We Are Africa** in connection with the Exhibition; **Official Function** means ONLY an event or function organised or promoted by **We Are Africa**; **Participation Fee** means the fee payable by the Buyer in accordance with clause 3.3; **Promotional Material** means the promotional brochure or other marketing materials produced by **We Are Africa** in relation to the Exhibition; **Rules & Regulations** means regulations of the Venue or the regulations **We Are Africa** provided from time to time to the Buyer including any guide to the Exhibition; **Services** means the services to be provided by **We Are Africa** to the Buyer under these Terms; **Single Participation Fee** means the amount of fee payable by the Buyer in accordance with clause 3.3; **Start Date** means the original start date of the Exhibition stipulated by **We Are Africa** at the time when the Exhibition is first promoted; **We Are Africa IPRs** means all Intellectual Property Rights subsisting in the Exhibition and the **We Are Africa Materials** [excluding any Buyer Information incorporated in them]; **Taxes** means those taxes payable by the Buyer as set out in clause 13.1; **Terms** means these terms and conditions; **Venue** means the site at which the Exhibition is to be held as stipulated

from time to time by **We Are Africa**. A reference to applicable laws, a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes any subordinate legislation made from time to time under the same. Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. A reference to **writing** or **written** includes email.

2. TERMS OF THE CONTRACT

- 2.1. The terms of this Contract constitute the entire contract between the parties, superseding and extinguishes all previous contracts, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. All other terms, invitations, representations or statements whether oral or in writing, expressed or implied by statute or otherwise, are excluded to the fullest extent permitted by law. The Buyer accepts that save for the terms of this Contract no reliance has been made on any such representations or statements when entering into the Contract and that by entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. The Buyer agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 2.2. Any variation or amendment to the Contract must be agreed in writing by a duly authorised person on behalf of **We Are Africa**.
- 2.3. Subject to the terms of this Contract in respect of Force Majeure, cancellation or postponement, **We Are Africa** may, from time to time, vary or amend any of the Terms, provided that such variations or amendments do not operate to materially diminish or adversely affect the rights reserved to the Buyer under the Contract.
- 2.4. Any dates or times given in this Contract which relate to or reference the Start Date shall mean the original Start Date and not any new Start Date as a result of any postponement or cancellation or change unless **We Are Africa** stipulates in writing that any specific Terms shall be amended or varied to reflect or reference the new Start Date.

3. FEES

- 3.1. The Buyer agrees to pay a non-refundable 'Buyer Community Fee' of an amount set out in the Promotional Material upon acceptance of the Application by **We Are Africa**. The Buyer acknowledges and agrees that a portion of the Buyer Community Fee will be allocated to charity.
- 3.2. Payment of all relevant fees shall be made by the Buyer via **We Are Africa's** online payment tool within 48 hours or as otherwise agreed of the date of acceptance of the Buyer to attend the Exhibition. **We Are Africa** Limited reserves the right to terminate these Terms in the event of non-payment of the Buyer in accordance with this clause 3.2.
- 3.3. Time shall be of the essence for payment of all Fees on or by the due date as set out in this Terms or other payments such as Single Participation Fee, Participation Fee or administration fees on the due date for the same. Any failure to make payment on time may result in all payments paid being forfeit in the event of termination.
- 3.4. Failure to issue any invoice (if and where applicable) on the due date stated in this Contract shall not affect the due date for payment of the same or the Buyer's obligation to meet that due date as set out in these Terms. All tax invoices will be issued subject to appropriate local taxes at the prevailing rate, if applicable.
- 3.5. Notwithstanding clause 3.8, the Buyer may have its attendance or participation cancelled unless payment of the Fee in full and in cleared funds has been received by **We Are Africa** within 48 hours of the date of acceptance of the Buyer to attend the Exhibition.

- 3.6. All payments should be paid by Credit or Debit Card payment via **We Are Africa's** online payment tool and is subject to additional fees stipulated by **We Are Africa**, by bank transfer only with **We Are Africa's** consent in its absolute discretion or upon receipt of an invoice from **We Are Africa** which may issued upon request of the Buyer and subject to **We Are Africa's** sole discretion. No payment will be accepted by cheque or bank transfer.
- 3.7. The Buyer acknowledges and agrees that all payments due and payable by the Buyer are accepted as deposits for the costs and expenses incurred by **We Are Africa** for creating, developing, establishing and arranging the Exhibition. The Buyer acknowledges that these costs and expenses are incurred by **We Are Africa** from the date the Exhibition is announced and all payments are required on time to enable the Exhibition to be planned, prepared and and/or take place on time and at the standards expected from exhibitions created and managed by This is Beyond Limited and **We Are Africa**. As a result, notwithstanding any other term of this Contract all such payments which become due and payable whether paid or not are agreed by the Buyer to be non-refundable.
- 3.8. Without prejudice to clause 3.6, if the Buyer fails to make any payment due to **We Are Africa** under the Contract by the due date for payment, then, without limiting **We Are Africa's** remedies under clause 6 (Cancellation or Amendment).
- 3.9. **We Are Africa** may suspend the Buyer's right to attend the Exhibition and suspend all Services until payment has been made in full.
- 3.10. All amounts due under the Contract from the Buyer to **We Are Africa** shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding tax as required by law). In the event of any deduction or withholding required by law, the amount of the Fee shall be grossed up so that it will increase by and include any amount so deducted or withheld.

4. HOSTED BUYERS

- 4.1. Hosted Buyers will receive the following:
 - 4.1.1. Pre-scheduled appointments with Exhibitors on the dates that the Exhibition is officially open.
 - 4.1.2. Access to the **We Are Africa** official function and programming that take places on the dates of theExhibition.

5. TRAVEL & ACCOMMODATION

Travel

- 5.1. The Buyer shall be responsible for arranging all travel requirements to and from the Exhibition at their own costs including their own transfers to and from the airport for all arrivals and departures.

Accommodation

- 5.2. The Buyer's accommodation selection for attendance at the Exhibition must be finalised and **We Are Africa** notified of the details on or before 38 days prior (Thursday 6 April 2023) to the Start Date. Accommodation selection is considered final after this date and changes will not be accepted without **We Are Africa's** consent, such consentshall be at **We Are Africa's** absolute discretion.
- 5.3. The Buyer must notify **We Are Africa** by 5pm GMT on or before Thursday 6 April 2023 of which of the 2 options in relation to accommodation it has selected, the 2 options are as follows:

Option 1: The Buyer arranges accommodation for the duration of the Exhibition at their own choice and cost.

Option 2: The Buyer accepts 4 hosted nights' accommodation (assigned by **We Are Africa** depending on the Buyer's business location and outlined in the We Are Africa guide) on a single occupancy basis with breakfast (including taxes) in one of **We Are Africa's** selected hotel partners. This requires check-in up to 1 day prior (14 May 2023) to the Start Date and check-out the day following cessation of the Exhibition (19 May 2023). See clause 5.4 for more information on Option 2.

- 5.4. In respect of hosted accommodation (Option 2 above), **We Are Africa** will not be responsible for extra room costs incurred during the Buyer's occupancy (i.e. room service, spa, mini bar, dry cleaning, etc.). Any room upgrade will be solely at the discretion of the hotel management. prior to the Start Date or after cessation of the Exhibition or any change from single occupancy to double occupancy shall be at the Buyer's own cost and will be charged directly by the hotel to the Buyer on Check-out. The choice of hotel allocated to the Buyer is at the absolute discretion of **We Are Africa**, although **We Are Africa** will endeavor to take into account the Buyer's preferences when allocating rooms.
- 5.5. The Buyer acknowledges and accepts that **We Are Africa** is being charged for the Buyer's accommodation during the Exhibition. As a result, the Buyers are financially liable for the full cost of accommodation should the Buyer 'no-show' at or change their accommodation from or at the hotel they have been allocated(Option 2). Any cancellation fees will be fully charged to the Buyer.
- 5.6. In the event the Buyer wishes to change their accommodation in any way, this should be arranged at the sole discretion and cost of the Buyer. In the event the Buyer succeeds in securing availability in another of **We Are Africa's** hotel partners, the Buyer shall be liable for the cost of their new accommodation and should inform **We Are Africa** immediately of these changes.
- 5.7. Buyers are responsible for arranging their own transfers to and from the airport for all arrivals and departures.

6. CANCELLATION OR AMENDMENT

- 6.1. The Buyer agrees and acknowledges that in arranging a pre-scheduled appointment, meeting or any other pre-scheduled event throughout the duration of any Exhibition (a "**Scheduled Event**") that **We Are Africa** has put time, operational, promotional and labour cost as well as other expense into arranging such Scheduled Event including development time. The Buyer acknowledges and agrees that if any Scheduled Event and to the extent such Scheduled Event are organised by **We Are Africa**, the Buyer shall be liable to pay to **We Are Africa** an arrangement fee in the amount of **£200** perScheduled Event (and in accordance with the Rules and Regulations for **We Are Africa**) (a "**Single Participation Fee**") that is not attended by the Buyer throughout the duration of an Exhibition.
- 6.2. In the event the Buyer cancels their participation in **We Are Africa** or a substantial part thereof more than 101 days prior to the Start Date no additional fees will become due and/or payable. The following fee (each a "**Participation Fee**") is due and payable (as applicable), in the event that the Buyer cancels their participation in **We Are Africa's** Buyer programme or a substantial part thereof or fails to attend the show:
 - 6.2.1. £500 if cancellation is between 100 to 45 days (inclusive) prior to the Start Date;
 - 6.2.2. £750 if cancellation is between 44 to 15 days (inclusive) prior to the Start Date;
 - 6.2.3. £1,000 if cancellation is 14 days or less prior to the Start Date.
- 6.3. The Buyer may avoid any Single Participation Fee if they can be replaced by a person with the

equivalent role and seniority within their organisation, pending approval in writing by **We Are Africa** at its absolute discretion. All replacement name changes within **70 days** of the Start Date, will result in the Buyer being charged an administrative fee of **£199** per change.

- 6.4. **We Are Africa** shall be entitled to charge an administration fee equal to the value of **£250** should the Buyer submit an Application and then decline attendance upon acceptance.
- 6.5. Any Single Participation Fee, Participation Fee or administration fee should be payable to **We Are Africa** within 14 days of receipt of an invoice. If the Buyer fails to do so, **We Are Africa** will suspend any further invitation to the Buyer and to their company and reserve the right to extend this suspension to an exhibition or event organised by This is Beyond Ltd.
- 6.6. The Buyer may cancel any additional delegate badge, products or services order by giving prior notice in writing to **We Are Africa** at least 90 days prior to the Start Date without penalty save that where this results in an overpayment being made such overpayment shall be credited to the Buyer for use towards other products or services provided by **We Are Africa**. Where such notice is received by **We Are Africa** less than 90 days prior to the Start Date, the Buyer will be liable for 100% of the cost of the badge.
- 6.7. Identification changes to registered badges may be made by the Buyer, under stipulation they must be in writing to **We Are Africa** at least 30 days prior to the Start Date without any administration charge arising. Where such notice is received by **We Are Africa** less than 30 days prior to the start of the Exhibition, the Buyer will be charged an administration fee of £199 per change.
- 6.8. Neither **We Are Africa** nor its agents, employees or contractors shall be required to assist the Buyer to obtain any documents necessary for entry into the country where the Exhibition is to be held e.g. passport, VISA or ESTA. Any failure of the Buyer to obtain any such documents from the relevant authorities or any failure to arrange travel or accommodation by the Buyer for any of its agents, employees or contractors shall not constitute frustration of the Contract or a Force Majeure event. The Buyer, however, may substitute another person to take their place subject to approval of such person in its absolute discretion by **We Are Africa**. In the event of such substitution, the Buyer shall remain the party to and primarily liable and obligated to **We Are Africa** under the Contract. The Buyer shall procure that any substituted party shall accept these Terms.
- 6.9. In the event of a breach of these Terms, either party may (without limiting any other remedy) notify the other in writing requesting that the breach be remedied within 30 days if such breach is capable of remedy.
- 6.10. Without prejudice to any accrued rights, either party may (without limiting any other remedy) at any time terminate the Contract immediately by written notice to the other:
 - 6.10.1. If the Buyer fails to make any payment by the due date for payment of the same;
 - 6.10.2. If the offending party fails to remedy the breach set out by notice pursuant to clause 6.10 to the claimant's reasonable satisfaction;
 - 6.10.3. If one party materially or persistently breaches any of these Terms;
 - 6.10.4. As a result of an act of Force Majeure;
 - 6.10.5. There is a change of Control of the Buyer;
 - 6.10.6. If the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- 6.11. If the Buyer changes the affiliation / agency they were contracted under of **We Are Africa** or if **We Are Africa** deem (at **We Are Africa**'s sole discretion) that the Buyer's business priorities or business direction has changed.
- 6.12. On termination of the Contract for whatever reason:

- 6.12.1. The Buyer shall immediately pay to **We Are Africa** all of **We Are Africa's** outstanding unpaid invoices and interest, in respect of any payment where no invoice has been submitted, **We Are Africa** may submit an invoice, which shall be payable immediately on receipt.
 - 6.12.2. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and
 - 6.12.3. Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 6.13. In the event of an act of Force Majeure or other event outside the reasonable control of **We Are Africa**, the Exhibition may be cancelled, postponed or amended (in a format that can be digital, hybrid or otherwise) by **We Are Africa** in such manner as **We Are Africa** determines in its absolute discretion upon notice in writing to the Buyer. Any amendment to the Exhibition under this clause shall include, without limitation, any change to the Venue, timings, style or format of the Exhibition (including changing the Exhibition from a 'face to face' format to a digital or hybrid format). In such event, the Buyer is still bound by the terms of this Contract including any of those set out under clause 6 (Cancellation and Amendment). The Buyer shall have no entitlement to any refund of any amount due, payable or paid at the time of the cancellation, postponement or amendment. All remaining payments of the Fee shall remain due and payable without deduction, set-off or counterclaim.
- 6.14. In the event of any cancellation, postponement or amendment, **We Are Africa** may at its absolute discretion under this clause 6.14. amend this Contract or add or delete Terms to enable the Exhibition to be held at the revised time, location or in the revised manner that **We Are Africa** determines in its absolute discretion to be necessary taking into account the circumstances and the financial implications of the same. Any such amendments, additions or deletions shall be notified to the Buyer in writing as soon as practicably possible.
- 6.15. In the event that **We Are Africa** is delivered in a digital format:
- 6.15.1. The Buyer acknowledges and accepts that any applications, platforms or programs (each a "**Third Party Application**") which are used by **We Are Africa** to enable the delivery of the Exhibition in digital format may be subject to additional third-party terms;
 - 6.15.2. the Buyer acknowledges and accepts that **We Are Africa** shall not be responsible nor liable for any losses or damages suffered or incurred by the Buyer in connection with its use of any Third-Party Application; and
 - 6.15.3. **We Are Africa** shall be entitled to introduce any policies or terms relating the delivery of the Exhibition in digital format to supplement these Terms which shall be binding on the Buyer.

7. CONDUCT OF BUYER

- 7.1. As a condition to receiving the services provided by **We Are Africa**, Buyers hosted by **We Are Africa** will be required to adhere to the following:
- 7.1.1. As an invited member of **We Are Africa's** collective community, the Buyer shall treat other members (Buyers, Exhibitors, Partners, Suppliers and Staff) in a respectful manner. **We Are Africa** operates a zero-tolerance policy on disruptive and abusive behavior (verbal or physical) including without limitation abusive, offensive, racist, sexist, predatory, drunken or otherwise inappropriate conduct or conduct that brings **We Are Africa** or the Exhibition into disrepute by any member towards another member of the community. **We Are Africa** reserves the right to remove or black list any Buyer from all This is Beyond events or exhibitions, who is deemed disruptive to the Exhibition or any event, or during any process in the lead up to the Exhibition or any event.

- 7.1.2. The Buyer has a duty and is obliged to actively take part in submitting, accepting and approving pre-scheduled meetings and therefore also has a duty, and is obliged to attend all pre-scheduled meetings arranged. The Buyer is also obligated to attend the exhibition and all social events according to the official programme of the Exhibition. Failure to do so may result in action taken in accordance with clause 7.2. and 6.3.
- 7.1.3. The Buyer is prohibited to sell or to be heard selling products, supplies or services to Exhibitors or fellow Buyers throughout their entire stay at the exhibition. Failure to comply with this requirement may result in action taken in accordance to the clause 7.3 and/or exclusion from the exhibition and future events organised by This is Beyond Ltd or **We Are Africa** without refund of any sums that may have already been paid by that person.
- 7.1.4. The Buyer is prohibited to display or distribute any political, illegal, immoral or offensive material at the Exhibition. No lotteries, games of chance or raffles or use of audio, lighting or audio-visual will be conducted without the prior written consent of **We Are Africa**.
- 7.1.5. The Buyer shall comply with all reasonable instructions of **We Are Africa**, the venue operator and statutory regulations and the rules & regulations.
- 7.2. The Buyer shall comply with: (a) all applicable laws; (b) the Rules & Regulations and all health & safety guidelines issued by the Venue or **We Are Africa** from time to time; and (c) all reasonable instructions of **We Are Africa** and the Venue issued from time to time. Some of these will be updated and edited throughout the period up to and including finalisation of arrangements for the Exhibition and during the Exhibition itself. The Buyer shall in addition co-operate with **We Are Africa** in all matters relating to the Exhibition and provide, in a timely manner, such information as **We Are Africa** may reasonably require, and ensure that it is accurate and complete in all material respects.
- 7.3. The Buyer shall be responsible for the conduct of its employees, agents, contractors and guests at all times. In the event of any conduct that is not within the standards of normal, professional or reasonable behavior expected in the work-place including as set out in clause 7.1.1, the offending person may be removed from the Venue by **We Are Africa** at its absolute discretion and any re-entry cancelled, suspended or made subject to conditions as **We Are Africa** requires at its absolute discretion. Persistent or serious offences by a Buyer under this clause will be deemed a material breach of the Contract.
- 7.4. The Buyer acknowledges and accepts that **We Are Africa** does not have any control of and therefore cannot reasonably accept any liability in respect of the conduct, behavior, response or actions of any third parties.

8. INTELLECTUAL PROPERTY

- 8.1. This is Beyond Limited or **We Are Africa** and their licensors shall retain ownership of all their Intellectual Property Rights. Unless expressly stated otherwise, This is Beyond Limited or **We Are Africa** and their licensors shall own any works, information, data or other materials created in connection with the Exhibition. The Buyer and its licensors shall retain ownership of all Intellectual Property Rights in the Buyer Information.
- 8.2. **We Are Africa** grants the Buyer or shall procure the direct grant to the Buyer of, a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use the **We Are Africa** Materials solely for the purpose of attending the Exhibition.
- 8.3. The Buyer grants **We Are Africa** a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy and modify the Buyer Information for the purpose of providing the Exhibition, Services, Space and Stand to the Buyer in accordance with the Contract including using the Buyer Information in the **We Are Africa** Materials.
- 8.4. The Buyer shall indemnify **We Are Africa** in full against any loss or damage suffered by **We Are Africa** arising of or in connection with any claim brought against This is Beyond Limited or **We Are Africa** for infringement of a third party's rights (including any Intellectual Property Rights) arising out

of, or in connection with, the receipt or use of the Buyer Information by **We Are Africa**.

9. INDEMNITY

- 9.1. The Buyer shall indemnify and hold harmless **We Are Africa** against any loss, damages, costs, expenses or other claims arising from: a) breach of these Terms by the Buyer, its employees, agents or contractors; and
b) breach of any duty or any other tort in connection with any acts or omissions of the Buyer, its employees, agents or subcontractors, whether negligent or otherwise, as applicable.

10. LIMITATION OF LIABILITY

- 10.1. Except in respect of death or personal injury caused by negligence or as a result of fraud, neither **We Are Africa** nor the Buyer or any of their employees, agents or contractors shall be liable to each other by reason of any representation, or any implied warranty, condition or other term, or in tort (including without limitation negligence) or any duty at common law or under statute, or under the express terms of the Contract or otherwise howsoever arising, for any loss or damage, costs, expenses or other claims whether direct or indirect, being (a) loss of profit or business or opportunity; (b) reputational loss or damage; or (c) any special or consequential loss or damage, which in each case arise out of or in connection with the Exhibition (including without limitation any cancellation, amendment or postponement of the Exhibition).
- 10.2. Subject to clause 9.1, and except in respect of death or personal injury caused by negligence, **We Are Africa's** total liability to the Buyer by reason of any representation, or any implied warranty, condition or other term, or in tort (including without limitation negligence) or any duty at common law or under statute, or under the express terms of the Contract or otherwise howsoever arising, in respect of all loss or damage, costs, expenses or other claims arising from or in connection with the Exhibition, shall in no circumstances exceed the Fee unless caused by the fraudulent act or omission of **We Are Africa**, its authorised employees, agents or contractors.
- 10.3. Notwithstanding clauses 9.1 except in respect of death or personal injury caused by negligence or as a result of fraud, neither **We Are Africa** nor the Venue operator nor their employees, agents, or contractors shall have any liability to the Buyer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or in tort (including without limitation negligence) or any duty at common law or under statute, or under the express terms of the Contract or otherwise howsoever arising, for any loss or damage, costs, expenses or other claims, whether direct or indirect, which arise out of or in connection with the Exhibition (including without limitation any cancellation, amendment or postponement of the Exhibition):
- 10.3.1. as a result of an act of Force Majeure; or
 - 10.3.2. in relation to the failure of **We Are Africa's** agents or contractors to supply materials for the Stand or any of the amenities for the Exhibition; or
 - 10.3.3. in relation to the failure of supply of any utilities by any public, government or private provider.
- 10.4. References in **We Are Africa's** marketing materials to "Guaranteed Scheduled Events" or any reference to a targeted number of delegates shall imply an obligation on **We Are Africa** to use its reasonable endeavours to provide such services to a Buyer but subject to availability of such matters or things. However, if **We Are Africa** is unable to supply any such matters or things, such failure shall not constitute a breach of this Contract by **We Are Africa**.
- 10.5. **We Are Africa** may not benefit from the limitations and exclusions set out in this clause 9 in respect of any liability arising from its willful default.
- 10.6. Unless the Buyer notifies **We Are Africa** that it intends to make a claim in respect of an event within

the notice period, **We Are Africa** shall have no liability for that event. The notice period for an event shall start on the day on which the Buyer became, or ought reasonably to have become, aware of the event having occurred and shall expire 3 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

- 10.7. If **We Are Africa**'s performance of its obligations under the Contract is prevented or delayed by any act or omission of the Buyer, its agents, subcontractors, consultants or employees, **We Are Africa** shall:
- 10.7.1. not be liable for any costs, charges or losses sustained or incurred by the Buyer that arise directly or indirectly from such prevention or delay;
 - 10.7.2. be entitled to payment of the Fee or any part of the Fee despite any such prevention or delay; and
 - 10.7.3. be entitled to recover any additional costs, charges or losses **We Are Africa** sustains or incurs that arise directly or indirectly from such prevention or delay.
- 10.8. The Buyer acknowledges and agrees that as **We Are Africa** is the provider of the Exhibition and is not involved or a participant, in any way, in respect of any contact, meetings (face-to-face or otherwise), negotiations, transactions or contracts that are entered into or otherwise agreed between the Buyer and any third parties during or in connection with any Exhibitions. Consequently, the Buyer acknowledges and agrees that **We Are Africa** shall not be liable in any way and/or for any reason whatsoever in respect of any acts or omissions arising from any dealings, arrangements or relationship between the buyer and third parties.

11. **INSURANCE**

- 11.1. The Buyer is responsible for arranging sufficient insurance in relation to: (1) their employees, agents, contractors, property and other equipment for which they are responsible; and (2) any participation, accommodation and travel related expenses.

12. **CONFIDENTIALITY**

- 12.1. Each party undertakes that it shall not at any time, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any associated or group company of the other party belongs which for **We Are Africa**, except as permitted by clause 7.2. For the purposes of these Terms: "**group**" means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party; and "associated" means, under the Control of the same person, company or entity.
- 12.2. Each party may disclose the other party's confidential information:
- 12.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12.2.;
 - 12.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
 - 12.2.3. as expressly permitted under this Contract.
- 12.3. Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

13. **GENERAL**

- 13.1. The Buyer is fully responsible for VAT, GST, sales tax or other analogous taxes or liabilities as required by the local governing authorities. **We Are Africa** has no responsibility for the relevant fiscal process relating to such taxes. This is a matter exclusively between the Buyer and the relevant local authorities. **We Are Africa** may (but shall not be obliged to) charge VAT, GST, sales tax or other analogous taxes or liabilities on invoices depending on the tax situation of the Buyer and its country of residence. In the event that VAT, GST, sales tax or other analogous taxes or liabilities is properly due and not charged on any relevant invoice, the Buyer shall pay the same on demand from **We Are Africa**.
- 13.2. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be effective unless it is given in writing or be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.3. If any provision of these Terms is held by any court or other competent authority to be invalid or unenforceable in whole or in part, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 13.4. **We Are Africa** provides approval for private events to take place during the Exhibition, so long as the number of Buyers invited does not exceed 30 and provided they do not clash with the official programme. Any company hosting a private event that clashes with an official element of the event or that has invited more than 30 Buyers will have their registration(s) revoked and will be refused entry to all business and social events throughout the event.
- 13.5. From time to time private events might be organised by delegates participating in the show. The organisation of such events is not the responsibility of **We Are Africa** and **We Are Africa** cannot facilitate entry or access to any of those events.
- 13.6. **We Are Africa** does not allow any family members or life partners, junior staff or non-delegates to attend any of the official functions or the **We Are Africa** exhibition unless previously agreed.
- 13.7. **We Are Africa** is for senior management and employees of the Buyer only. **We Are Africa** reserves the right to refuse entry to any junior staff or person under 21 years old or any agents or contractors of the Buyer.
- 13.8. Unless this Contract expressly states otherwise, this Contract shall not give rise to any rights for a third party to enforce any term of the Contract save that any associated or parent company of **We Are Africa** including This is Beyond Limited is entitled to protect its assets, revenues or Intellectual Property Rights.
- 13.9. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
 - 13.9.1. delivered by hand at its registered office (if a company) or its principal place of business and be deemed to have been received at the time left at the proper address; or
 - 13.9.2. by pre-paid national first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business and be deemed to have been received at 10.00am on the second Business Day after posting; or
 - 13.9.3. by pre-paid airmail providing proof of postage or delivery and be deemed to have been received at 10.00am on the fifth Business Day after posting; or
 - 13.9.4. sent by email to the email address specified in the Rules and Regulations (for **We Are Africa**) or in the Application (for the Buyer) and be deemed to have been received at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.
 - 13.9.5. In this clause, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt and 'Business Day' shall be construed accordingly.
 - 13.9.6. This clause does not apply to the service of any proceedings or other documents in any

legal action or, where applicable, any arbitration or other method of dispute resolution.

- 13.9.7. The Buyer acknowledges and agrees that on receipt of email confirmation of inclusion of the Buyer onto **We Are Africa**'s Buyer programme this email will constitute formation of a binding contract to attend the Exhibition upon the terms of this Contract.
- 13.10. This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the laws of England. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
- 13.11. This Contract is drafted in the English language. If this Contract is translated into any other language, the English language version shall prevail.
- 13.12. Any notice given under or in connection with this Contract shall be in the English language. All other documents provided under or in connection with this Contract shall be in the English language, or accompanied by a certified English translation.
- 13.13. If such document is translated into any other language, the English language version shall prevail unless the document is a constitutional, statutory or other official document.

14. USE OF DATA

- 14.1. **We Are Africa** will use the personal information provided to it in connection with this Contract and the provision of the Exhibitions in accordance with **We Are Africa** Privacy Policy.
- 14.2. The Buyer agrees to notify the **We Are Africa** of any change to its contact information (including but not limited to its telephone and/or e-mail address).
- 14.3. The Buyer must not provide **We Are Africa** with personal information relating to others unless it is lawfully authorised to do so and has passed on a copy of **We Are Africa** Privacy Policy to those individuals.
- 14.4. The Buyer shall procure for its officers, employees, agents and contractors to provide appropriate authorisation under privacy laws to give their company and personal information to **We Are Africa** as compiled by the Buyer in their personal profile for the purpose of distribution to other participants in the Exhibition and to have them displayed in any Exhibition related publications.
- 14.5. The Buyer shall procure for its officers, employees, agents and contractors to provide appropriate authorisation under privacy laws to be photographed or videoed during the Buyer's participation at the Exhibition and that the resulting material may be used for promotional purposes in any media including without limitation in print, on the internet and any digital format. The Buyer confirms that it has all necessary personal authorisations required under clause 13.

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