



## EXHIBITOR TERMS & CONDITIONS

15 - 18 May 2023  
DHL Stadium, Cape Town

### 1. DEFINITIONS AND INTERPRETATION

- 1.1. In these terms & conditions: **WAA** means We Are Africa Pty Ltd.; **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 **WAA**, its officers, employees, agents or contractors in connection with the Exhibition; **Application** means the application or booking form from the proposed Exhibitor and accepted by **WAA** in respect of the Package required (which shall exclude any Invitation issued by **WAA**); **Availability Discount** means the relevant amount of discount provided by **WAA** based on the availability of the Package chosen by the Exhibitor; **Contract** means these terms and conditions between the Exhibitor and **WAA** for the allocation of Space, the Stand and/or Services to the Exhibitor for the purpose of exhibiting at 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 authorised to represent the **Exhibitor** at **WAA**; **Deposit** means any sum due from the Exhibitor in respect of the Fee; **Deposit Payment Dates** means the relevant dates set out in clause 3 for payment of the Fee; **Exhibition** means the **WAA**; **Exhibitor** means the person and company whose details are set out in the Application and any Delegate of such person or company; **Exhibitor Materials** means all materials, drawings, logos, images, specifications and data supplied by the Exhibitor to **WAA** in connection with the Exhibition; **Fee** means the all charges, fees, costs and expenses payable by the Exhibitor for the Package set out in the Application and which includes the Reservation Fee; **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; **ZAR and R** means South African Rand; **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. **Official Function**, means ONLY an event or function organised or promoted by **WAA**; **Package** means the level of Services (which includes provision of badge only admission), Stand and/or Space required by the Exhibitor which is indicated by specific names in the Promotional Materials; **Promotional Material** means the promotional brochure or other marketing materials produced by **WAA** in relation to the Exhibition; **Reservation Fee** means a non-refundable amount of **ZAR40,380.00/ GBP1,999.00** payable by the Exhibitor for the Package set out in the Application; **Rules & Regulations** means regulations of the Venue or the **WAA** provided from time to time to the Exhibitor including any Guide to the Exhibition; **Services** means the services, if any, to be provided by **WAA** to the Exhibitor under these Terms;

- 1.2. **Space** means the space allocated by **WAA** to the Exhibitor under the Contract; **Stand** means the stand and space allocated by **WAA** to the Exhibitor under the Contract; **Start Date** means the original start date of the Exhibition stipulated by **WAA** at the time when the Exhibition is first promoted; **WAA IPRs** means all Intellectual Property Rights subsisting in the Exhibition and the **WAA** Materials excluding any Exhibitor Materials incorporated in them. **Taxes** means those taxes payable by the Exhibitor as set out in clause 11.1; **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 the **WAA**. 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 Exhibitor 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 Exhibitor 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 **WAA**.
- 2.3. Subject to the terms of this Contract in respect of Force Majeure, cancellation or postponement, **WAA** 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 Exhibitor under the Contract.
- 2.4. Any dates or times 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 **WAA** 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 Exhibitor shall pay the Fee plus relevant Taxes for provision of the Package by **WAA** in accordance with this clause 3.
- 3.2. International exhibitors who are invoiced outside of South Africa's borders will receive their invoices in Pound Sterling (GBP) converted at a rolling 12-month average rate taken from the [OFX website](#).
- 3.3. Subject to any Availability Discount agreed by **WAA**, **WAA** shall pro forma invoice the Fee to the Exhibitor as soon as practicably possible after this Contract has been entered into.
- 3.4. The Exhibitor acknowledges and agrees that organising a show of such magnitude as WAA requires substantial operational, promotional and labour costs, fees and expenses and that all payments due and payable by the Exhibitor shall therefore be accepted as Deposits for the costs and expenses incurred by **WAA** for the various stages involved in creating, developing, establishing and arranging the Exhibition. The Exhibitor acknowledges that these costs, fees and expenses are incurred by **WAA** from the date the Exhibition is announced, and all payments are required on time to enable the Exhibition to be planned, promoted, organised and take place on time pursuant to this Agreement and at the standards expected from Exhibitions created and managed by This is Beyond Limited and **WAA**. 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 Exhibitor to be non-refundable.
- 3.5. Non-refundable Payment Deposits in respect of the pro forma invoice shall be made by the Exhibitor according to the following Payment Deposit Dates and stages of development:
  - 3.5.1. Reservation Fee of ZAR 40,380.00 (GBP 1,999) on or before the date that is 240 days prior to the Start Date known as "stage 1: Reservation Fee"
  - 3.5.2. A total of 65% of the Fee (inclusive of the Reservation Fee) on or before the date that is 180 days prior to the Start Date known as "Stage 2: planning, marketing & communication fee";
  - 3.5.3. 100% or the remainder of the Fee on or before the date that is 120 days prior to the Start Date known as "stage 3: Remaining operational costs Fee";
- 3.6. Time shall be of the essence for payment of all fees on the dates set out in clause 3.3. Any failure to make payment on time may result in all payments paid being forfeit in the event of termination. This clause to be read in conjunction with clause 3.9 (**Payments are deposits**), 3.10 (**Interest**), 3.11 (**No set off**), 4.2 (**Cancellation and amendment**), 4.7 (**Termination**), and 5.8 (**Consequences of termination**).
- 3.7. **WAA** will use reasonable endeavours to provide a tax invoice to the Exhibitor at least 30 days prior to each Deposit Payment Date for payment on or before the relevant Deposit Payment Date. Failure to issue any invoice on the due date stated in this Contract shall not affect the due date for payment of the same or the Exhibitor's obligation to meet that due date as set out in clause 3.3 and 3.4. All tax invoices will be issued subject to appropriate local taxes at the prevailing rate, if applicable.
- 3.8. If any payment is not made in accordance with the relevant payment terms and an Availability Discount has been applied, the Exhibitor will be automatically re-invoiced at the next higher rate tier for the Availability Discount or full price, as the case may be, at the absolute discretion of **WAA**. Full price will be invoiced automatically if the Deposit Payment Dates that are defined in clause 3.3 are not adhered to.

- 3.9. Notwithstanding clause 3.4, the Exhibitor shall not be permitted to exhibit and may have its attendance or participation cancelled unless payment of the Fee in full and in cleared funds has been received by **WAA** on or before the date that is 120 days prior to the Start Date.
- 3.10. All Deposits should be paid by bank transfer if at all possible. Credit Card payment can be accepted at the absolute discretion of **WAA** and may be subject to additional fees stipulated by **WAA**. No payment will be accepted by Cheque.
- 3.11. Without prejudice to clause 3.4, if the Exhibitor fails to make any payment due to **WAA** under the Contract by the due date for payment, then, without limiting **WAA**'s remedies under clause 4.7 (Termination):
  - 3.11.1. the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 10% a year above the Nedbank Limited's base rate from time to time.
  - 3.11.2. **WAA** may suspend the Exhibitor's right to attend the Exhibition and suspend all Services until payment has been made in full.
- 3.12. All amounts due under the Contract from the Exhibitor to **WAA** 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. CANCELLATION OR AMENDMENT**

- 4.1. **WAA** shall be entitled to terminate the Contract if it considers, at its absolute discretion, that the products or services provided by the Exhibitor or any person sharing the Stand do not fit the profile or the particular standards of the Exhibition.
- 4.2. The Exhibitor may terminate the Contract (cancellation) or seek to reduce its Package (amendment), by giving notice in writing (either a cancellation notice or amendment notice) to **WAA** provided that such notice is received by **WAA** at least 120 days prior to the Start Date in which case the following will apply:
  - 4.2.1. In case of cancellation, the Exhibitor shall remain liable for all payments due on Deposit Payment Dates arising prior to receipt of the date of the cancellation without deduction, set-off or counterclaim and clause 3.9 shall apply.
  - 4.2.2. In the case of amendment by the Exhibitor or WAA, provided that all payments have been made on or before the Deposit Payment Dates prior to receipt of the amendment notice, **WAA** will use its reasonable endeavours to locate a different Space, Stand or Services for the Exhibitor but without incurring expense or undue time and always subject to availability. In the event that the amendment to the Contract can be accommodated, the amount of the Fee shall be recalculated to reflect the new Package and any Deposits paid at the date of receipt of the Notice will be allocated to the new Fee. In the event there is a balance outstanding due to **WAA** this shall be paid immediately on demand if notified to the Exhibitor within 120 days of the Start Date or otherwise on the next Deposit Payment Date. If upon recalculation an overpayment of the Fee has been made such overpayment shall be credited to the Exhibitor for use towards other products or services provided by **WAA**.
- 4.3. Notwithstanding clause 4.2, the Exhibitor may cancel any additional delegate badge, products or

services order by giving prior notice in writing to **WAA** 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 Exhibitor for use towards other products or services provided by **WAA**. Where such notice is received by **WAA** less than 90 days prior to the Start Date, the Exhibitor will be liable for 100% of the cost of the badge, products or services.

- 4.4. Identification changes to registered badges may be made by the Exhibitor, under stipulation they must be in writing to **WAA** at least 30 days prior to the Start Date without penalty. Where such notice is received by **WAA** less than 30 days prior to the start of the Exhibition, the Exhibitor will be charged an administration fee of ZAR 4,019.00 / GBP 199.00 per change.
- 4.5. Neither **WAA** nor its agents, employees or contractors shall be required to assist the Exhibitor to obtain any documents necessary for entry into the country where the Exhibition is to be held. Any failure of the Exhibitor to obtain any such documents from the relevant authorities or any failure to arrange travel or accommodation by the Exhibitor for any of its agents, employees or contractors shall not constitute frustration of the Contract or a Force Majeure event. The Exhibitor, however, may substitute another person to take the Stand subject to approval of such person in its absolute discretion by **WAA**. In the event of such substitution, the Exhibitor shall remain the party to and primarily liable and obligated to **WAA** under the Contract. The Exhibitor shall procure that any substituted party shall accept these Terms.
- 4.6. 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.
- 4.7. 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:
  - 4.7.1. if the Exhibitor fails to make any payment by the due date set out in clause 3.3;
  - 4.7.2. if the offending party fails to remedy the breach set out by notice pursuant to clause 4.6 to the claimant's reasonable satisfaction;
  - 4.7.3. if one party materially or persistently breaches any of these Terms;
  - 4.7.4. as a result of an act of Force Majeure;
  - 4.7.5. there is a change of control of the Exhibitor;
  - 4.7.6. 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
  - 4.7.7. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 4.8. On termination of the Contract for whatever reason:
  - 4.8.1. the Exhibitor shall immediately pay to **WAA** all of **WAA**'s outstanding unpaid invoices and interest and, in respect of any payment set out in clause 3 but for which no invoice has been submitted, **WAA** may submit an invoice, which shall be payable immediately on receipt. This clause to be read in conjunction with clause 3.3 (**Payments**), 3.4 (**Time of essence**), and 3.9 (**Payments are deposits**).

- 4.8.2. 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
- 4.8.3. 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.
- 4.9. In the event of an act of Force Majeure or other event outside the reasonable control of **WAA**, the Exhibition may be cancelled, postponed, amended or relocated by **WAA** in such manner as **WAA** determines in its absolute discretion upon notice in writing to the Exhibitor. 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, there shall be no entitlement to any refund of any Deposit due, payable or paid at the time of the cancellation, amendment or postponement. If such event occurs within 120 days of the Start Date, all remaining payments of the Fee shall remain due and payable without deduction, set-off or counterclaim.
- 4.10. In the event of cancellation, postponement, amendment or relocation of **WAA** due to an act of Force Majeure or other event outside the reasonable control of **WAA**, the Exhibitor agrees and acknowledge that although **WAA** will use its reasonable endeavours to minimize and mitigate the financial risk taken by the Exhibitor in participating to the event, **WAA** cannot underwrite the financial risk taken by the Exhibitor. The Exhibitor therefore acknowledges and agrees according to clause 3.4 that organising a show such as WAA requires substantial operational, promotional and labour costs throughout the year and that in the event of cancellation, postponement, amendment or relocation the Fee or part thereof might be retained by **WAA** to cover those costs.
- 4.11. In the event of any cancellation, postponement or amendment, **WAA** may at its absolute discretion under clause 4.9 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 (including a digital or hybrid version) that **WAA** 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 Exhibitor in writing as soon as practicably possible.
- 4.12. In the event that **WAA** is delivered in a digital format:
  - 4.12.1. the Reservation Fee will be retained by **WAA** for payment of the Exhibition in digital format and the balance of the Fee due, payable or paid in accordance with clause 4.9 will be allocated to the next edition of the Exhibition;
  - 4.12.2. the Exhibitor accepts and acknowledges that any applications, platforms or programs (each a "**Third Party Application**") which are used by **WAA** to enable the delivery of the Exhibition in digital format may be subject to additional third party terms;
  - 4.12.3. the Exhibitor acknowledges and accepts that **WAA** shall not be responsible nor liable for any losses or damages suffered or incurred by the Exhibitor in connection with its use of any Third Party Application; and
  - 4.12.4. **WAA** 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 Exhibitor.

## 5. CONDUCT OF EXHIBITOR

- 5.1. The Exhibitor has no right to occupy any particular Space, although **WAA** will use reasonable endeavours to take into account the Exhibitor's preferences when allocating its Space.
- 5.2. The Exhibitor shall not assign any of its rights under the Contract, or share, sub-let, grant licences or any other rights or attempt to do any such things in respect of the whole or any part

of the Space, save as permitted in writing at its absolute discretion by **WAA**. It shall be a condition of any consent by **WAA** that any proposed assignee, sub-lessee, licensee or sharer shall register and enter into the same terms as set out in this Contract. There is no restriction on **WAA's** right to assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

- 5.3. The Exhibitor shall comply with: (a) all applicable laws; (b) the Rules & Regulations and all health & safety guidelines issued by the Venue or **WAA** from time to time; and (c) all reasonable instructions of **WAA** 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 Exhibitor shall in addition co-operate with **WAA** in all matters relating to the Exhibition and provide, in a timely manner, such information as **WAA** may reasonably require, and ensure that it is accurate and complete in all material respects.
- 5.4. The Exhibitor 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 without limitation abusive, offensive, racist, sexist, predatory, drunken or otherwise inappropriate conduct or conduct that brings **WAA** or the Exhibition into disrepute, the offending person may be removed from the Venue by **WAA** at its absolute discretion and any re-entry cancelled, suspended or made subject to conditions as **WAA** requires at its absolute discretion. Persistent or serious offences by an Exhibitor under this clause will be deemed a material breach of the Contract.
- 5.5. The Exhibitor has a duty to maintain the designated Space and Stand at all times in the same cleanliness standard in which they received it. If the Exhibitor shall fail to do so, **WAA** will charge a fee to cover the cost of all maintenance and cleaning required of the designated Space or Stand.
- 5.6. The Exhibitor shall not:
  - 5.6.1. remove or dismantle any part of its exhibit from its Stand, prior to the official closure of the Exhibition, and shall have an authorised representative present at the Stand at all times when the Exhibition is open to visitors and during installation and dismantling of the exhibit; or
  - 5.6.2. obstruct the view of adjoining exhibits nor operate in any manner that is intrusive or damaging to other exhibitors, including without limitation, unreasonable use of light and noise;
  - 5.6.3.** display or distribute any political, contentious, misleading, defamatory, illegal, immoral or offensive material at the Exhibition. No lotteries, games of chance or raffles or use of audio, lighting or audiovisual will be conducted without the prior written consent of **WAA**.
  - 5.6.4. Place or construct any unauthorised visual aids or props on to their designated Stand, including without limitation any from cardboard, paper, objects of 3D nature that fall outside the set graphics outlined by the **WAA**.
  - 5.6.5. Place or construct any furniture on to their designated stand that is not supplied by or falls outside the contract with **WAA's** official contractor referred to in the Rules and Regulations.
- 5.7. The Exhibitor shall pay to **WAA** forthwith upon demand and indemnify it for any costs and expense of making good: (a) any damage to the designated Stand and (b) any damage to other stands, fixtures, fittings, furniture or installations caused by the Exhibitor, employees, agents, sharers or contractors suffered during the Exhibition, other than damage caused by the negligence of **WAA** and its sub- contractors.

- 5.8. The Exhibitor acknowledges and accepts that **WAA** does not have any control of and therefore cannot reasonably accept any liability in respect of the conduct, behaviour, response or actions of any third parties.

## 6. INTELLECTUAL PROPERTY

- 6.1. This is Beyond Limited or **WAA** and their licensors shall retain ownership of all their Intellectual Property Rights. Unless expressly stated otherwise, This is Beyond Limited or **WAA** and their licensors shall own any works, information, data or other materials created in connection with the Exhibition. The Exhibitor and its licensors shall retain ownership of all Intellectual Property Rights in the Exhibitor Materials.
- 6.2. **WAA** grants the Exhibitor or shall procure the direct grant to the Exhibitor of, a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to use the **WAA** Materials solely for the purpose of attending the Exhibition including using the Services and the Space.
- 6.3. The Exhibitor grants **WAA** a fully paid-up, worldwide, non-exclusive, royalty-free, non-transferable licence to copy, use and modify the Exhibitor Materials for the purpose of promoting and providing the Exhibition, Services, Space and Stand to the Exhibitor in accordance with the Contract including using the Exhibitor Materials in the **WAA** Materials.
- 6.4. The Exhibitor shall indemnify **WAA** in full against any loss or damage suffered by **WAA** arising of or in connection with any claim brought against This is Beyond Limited or **WAA** 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 Exhibitor Materials by **WAA**.

## 7. INDEMNITY

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

## 8. LIMITATION OF LIABILITY

- 8.1. Except in respect of death or personal injury caused by negligence or as a result of fraud, neither **WAA** nor the Exhibitor 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).
- 8.2. Subject to clause 8.1, and except in respect of death or personal injury caused by negligence, **WAA**'s total liability to the Exhibitor 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 **WAA**, its authorised employees, agents or contractors.
- 8.3. Notwithstanding clauses 8.1 and 8.2, and except in respect of death or personal injury caused by

negligence or as a result of fraud, neither **WAA** nor the Venue operator nor their employees, agents, or contractors shall have any liability to the Exhibitor 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):

- 8.3.1. as a result of an act of Force Majeure; or
  - 8.3.2. in relation to the failure of **WAA**'s agents or contractors to supply materials for the Stand or any of the amenities for the Exhibition; or
  - 8.3.3. in relation to the failure of supply of any utilities by any public, government or private provider.
- 8.4. References in **WAA**'s marketing materials to "Guaranteed Business Meetings" or any reference to a targeted number of delegates shall imply an obligation on **WAA** to use its reasonable endeavours to provide such services to an Exhibitor but subject to availability of such matters or things. However, if **WAA** is unable to supply any such matters or things, such failure shall not constitute a breach of this Contract by **WAA**.
- 8.5. **WAA** may not benefit from the limitations and exclusions set out in this clause 8 in respect of any liability arising from its willful default.
- 8.6. Unless the Exhibitor notifies **WAA** that it intends to make a claim in respect of an event within the notice period, **WAA** shall have no liability for that event. The notice period for an event shall start on the day on which the Exhibitor 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.
- 8.7. If **WAA**'s performance of its obligations under the Contract is prevented or delayed by any act or omission of the Exhibitor, its agents, subcontractors, consultants or employees, **WAA** shall:
- 8.7.1. not be liable for any costs, charges or losses sustained or incurred by the Exhibitor that arise directly or indirectly from such prevention or delay;
  - 8.7.2. be entitled to payment of the Fee or any part of the Fee despite any such prevention or delay; and
  - 8.7.3. be entitled to recover any additional costs, charges or losses **WAA** sustains or incurs that arise directly or indirectly from such prevention or delay.
- 8.8. The Exhibitor acknowledges and agrees that as **WAA** 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), any negotiations, transactions or contracts that are entered into or otherwise agreed between the Exhibitor and any third parties during or in connection with any Exhibitions. Consequently, the Exhibitor acknowledges and agrees that **WAA** 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 Exhibitor and third parties.

## 9. INSURANCE

- 9.1. It is a requirement for all Exhibitors and authorised sharers to have a public liability insurance cover for a minimum of ZAR85 million valid in the country of the Exhibition for the duration of the Exhibition. An additional administration charge of ZAR4,019.00 / GBP199.00 will be automatically included on all Fee invoices unless a proof of alternative cover (if applicable) is

provided at the time of signing the Contract. Any Exhibitor not providing proof of ZAR85 million public liability insurance cover before the event will not be allowed to exhibit.

- 9.2. The Exhibitor 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.

## 10. CONFIDENTIALITY

- 10.1. 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 **WAA**, except as permitted by clause 10.2. For the purposes of this agreement: “**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.
- 10.2. Each party may disclose the other party's confidential information:
  - 10.2.1. 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 10.2;
  - 10.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
  - 10.2.3. as expressly permitted under this Contract.
- 10.3. Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

## 11. GENERAL

- 11.1. The Exhibitor is fully responsible for VAT, GST, sales tax or other analogous taxes or liabilities as required by the local governing authorities. **WAA** has no responsibility for the relevant fiscal process relating to such taxes. This is a matter exclusively between the Exhibitor and the relevant local authorities. **WAA** 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 Exhibitor 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 Exhibitor shall pay the same on demand from **WAA**.
- 11.2. 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.
- 11.3. 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.

- 11.4. An official catalogue of Exhibitors will be issued by **WAA**. We do not accept any responsibility for any omissions, misquotations or other errors that may occur in the compilation of the catalogue. See full terms and conditions governing catalogue advertising.
- 11.5. **WAA** is happy 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 any Official Function or official programme event. Any company hosting a private event that clashes with an official element of the Exhibition or that has invited more than 35 Buyers will have their registration(s) cancelled and will be refused entry to all business and social events throughout the event.
- 11.6. From time to time, private events might be organised by delegates participating in the show. The organisation of such events is not the responsibility **WAA** and **WAA** cannot facilitate entry or access to any of those events.
- 11.7. **WAA** does not allow any family members or life partners, junior staff or non-delegates to attend any of the official functions or the **WAA** exhibition unless previously agreed.
- 11.8. **WAA** is for senior management and employees of the Exhibitor only. **WAA** reserves the right to refuse entry to any junior staff or person under 21 years old or any agents or contractors of the Exhibitor.
- 11.9. 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 **WAA** including This is Beyond Limited is entitled to protect its assets, revenues or Intellectual Property Rights.
- 11.10. Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
  - 11.10.1. 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
  - 11.10.2. delivered 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
  - 11.10.3. 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
  - 11.10.4. sent by email to the email address specified in the Rules and Regulations (for **WAA**) or in the Application (for the Exhibitor) 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.
  - 11.10.5. In this clause 11.10, business hours mean 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.
  - 11.10.6. 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.
- 11.11. 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.

- 11.12. This Contract is drafted in the English language. If this Contract is translated into any other language, the English language version shall prevail.
- 11.13. 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.
- 11.14. If such a document is translated into any other language, the English language version shall prevail unless the document is a constitutional, statutory or other official document.

## **12. USE OF DATA**

- 12.1. **WAA** will use the personal information provided to it in connection with this Contract and the provision of the Exhibitions in accordance with **WAA** Privacy Policy.
- 12.2. The Exhibitor agrees to notify the **WAA** of any change to its contact information (including but not limited to its telephone and/or e-mail address).
- 12.3. The Exhibitor must not provide **WAA** with personal information relating to others unless it is lawfully authorised to do so and has passed on a copy of **WAA** Privacy Policy to those individuals.
- 12.4. The Exhibitor shall procure for its officers, employees, agents and contractors to provide appropriate authorisation under privacy laws to give their company and personal information to **WAA** as compiled by the Exhibitor 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.
- 12.5. The Exhibitor shall procure for its officers, employees, agents and contractors to provide appropriate authorisation under privacy laws to be photographed or videoed during the Exhibitor'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 Exhibitor confirms that it has all necessary personal authorisations required under clause 12.