

SCHEDULE A

CONFERENCE GENERAL TERMS & CONDITIONS

1. EVENT MANAGEMENT

The Aluminium Federation of South Africa (“**AFSA**”) shall manage the AFSA International Aluminium Conference and Exhibition (the “**Conference**”) at the Cape Town International Convention Centre (“**CTICC**”) and any other location at which the AFSA International Aluminium Conference and Exhibition takes place (the “**Venue**”).

2. APPLICATION ACCEPTANCE

- 2.1. These Terms and Conditions (the “**Terms**”) are applicable to all Participants of any Conferences of AFSA and/or any subsidiary of AFSA (collectively referred to as “**AFSA**”) and form part of any additional agreements and/or other documents entered between AFSA and Participant relating to a Conference. By registering to and/or attending the Conference, the Participant agrees to these Terms.
- 2.2. Registration for the Conferences are exclusively handled by AFSA through their website <https://aluminiumsouthafrica.com/>. AFSA has no obligation with respect to any registration completed through any third party. Once registration and payment has been completed, the person and/or company who has registered will be considered a “Participant”.
- 2.3. Payment of the full delegate fee is due within 7 (seven) days of receipt of invoice, or immediately upon registration if registration is made within 2 (two) weeks of the Conference. AFSA reserves the right to refuse entry to the Conference should payment not be made in full prior to the Conference.
- 2.4. Registration grants access to the conference and exhibition and any other activities, specified for the registration category that has been purchased.
- 2.5. AFSA reserves the right to change the program without notice to Participants including the substitution, variation, or cancellation of speakers and/or topics and/or the dates of the event.
- 2.6. AFSA is not liable for any loss or damage experiences by any Participants as a result of any substitution, variation, postponement or cancellation of the program or Conference.

3. CANCELLATION REFUND POLICY

- 3.1. Full refunds are applicable to any written cancellations made at least 2 (two) months before the Conference commencement date.
- 3.2. In the event that a cancellation is made between 2 (two) to 1 (one) month before the Conference commencement date, the Participant will be entitled to a refund of 50 (fifty)% of the delegate fee paid.
- 3.3. Any cancellations received within 1 (one) month of the start date of the Conference commencement date will not be eligible for any refund.

- 3.4. Any fee payable to AFSA for participation at the Conference or any other official AFSA events, will not be entitled to a refund if the Conference or any other official AFSA event had been cancelled due to an Act of God, severe weather conditions, global health concerns, or any other reason beyond the control of AFSA.

4. CHECK-IN / ACCESS TO THE CONFERENCE

- 4.1. To gain entry to and participate in the Conference, the Participant will be required to perform a check-in at the respective check-in stations at the Venue. The Participant will need to present proof of registration by providing a physical or digital copy of the registration confirmation.
- 4.2. AFSA may ask the Participant to present name badges at any time during the Conference. If the Participant fails to do so, AFSA reserves the right to restrict access to the Conference without any further liability to AFSA and without the obligation to refund any amounts to the Participant.

5. PERSONAL INFORMATION AND PRIVACY

- 5.1. AFSA takes the protection of personally identifiable information (“**Personal Information**”) very seriously.
- 5.2. By the Participant submitting their name, surname, contact details, e-mail address and any other Personal Information during the registration process, the Participant consents to AFSA, and its Conference partners, if any, may send Conference and other official AFSA event publications and related information to them for the purposes of marketing.
- 5.3. Personal Information provided during the registration process may be disclosed to third party service providers engaged by AFSA to assist in the conduct of the Conference. The third party service provider will have a duty of confidentiality in respect of that Personal Information.
- 5.4. Participants further acknowledge and accept that photos and videos may be taken during a Conference which may include them. These photos and videos may be used on the AFSA website, and other related websites, and any other media including social media, streaming websites and related publications and may also be kept for archival purposes. Participants acknowledge and consent that their image and voice may be included on such photos, videos, and recordings.



SCHEDULE B

CONTRACT: EXHIBITION GENERAL TERMS & CONDITIONS

1. EVENT MANAGEMENT

The Aluminium Federation of South Africa (“**AFSA**”) shall manage the event (the “**Exhibition**”) at the Cape Town International Convention Centre (“**CTICC**”) and any other location at which the AFSA International Aluminium Conference and Exhibition takes place (the “**Venue**”).

In these Terms and Conditions the term “**Exhibitor**” means any persons, firm or company who has made application for and who has been granted space in the Exhibition. The term “**Exhibition**” means the event detailed on the Contract Form. The term “**Organizer**” means the organizer identified on the Contract Form its successor and assigns. The term “**Contract Form**” means the prescribed form on which the Exhibitor has made application to the Organizer. The term “**Exhibitor’s Manual**” means the manual drawn up by the Organizer in respect of the Exhibition.

2. APPLICATION ACCEPTANCE

Should AFSA accept the Application, the Exhibitor shall receive a Permit to participate in the Exhibition (the “**Permit**”). The Permit allows the Exhibitor to occupy and utilise the Booth area or any other space assigned to it by AFSA (the “**Booth**”) to exhibit their Permitted products at the Exhibition and utilise, where applicable, AFSA-provided services.

The Exhibitor acknowledges that AFSA shall process its deposit upon receipt. Such processing does not constitute an acceptance of the Application and does not grant the Exhibitor a Permit. At application, the Exhibitor acknowledges and represents to AFSA that they have received and thoroughly read, understood, and accepts these General Terms & Conditions.

3. CONTRACT

The “**Contract**” shall consist of these General Terms & Conditions, the Exhibitor Manual, any AFSA attachment/addendum, any other terms incorporated by reference in these documents (as may solely be amended by a duly authorised representative of AFSA), and the inherent rules and regulations of the Venue.

4. INTERPRETATION

AFSA is to determine any dispute or conflict concerning any matter not specifically covered by the Contract. AFSA shall have full power in interpretation, amendment, and enforcement of the Contract.

Any reference to a document or attachment/addendum includes the document or attachment/addendum as ceded, delegated, novated, altered, supplemented or replaced from time to time.



5. VARIATIONS

Variations to the Contract by a duly authorised representative of AFSA shall be incorporated herein. The Exhibitor shall be subject to the varied provisions of the Contract and accepts to receive written notification of all variations via e-mail.

6. PAYMENT, LATE FEES AND COLLECTION FEES

The Exhibitor shall pay all amounts, in full, due to AFSA, prior to their occupation of the Booth. Failure to make full and proper payment subjects the Exhibitor to a late fee on the aforesaid overdue amount.

The Exhibitor will be liable for any and all collection costs incurred by AFSA in collecting overdue balances, including, but not limited to, litigation costs, collection fees and attorney's fees.

Invoices are emailed upon receipt of a completed exhibition registration order and booking form. Payment is due within 30 days from date of the invoice.

7. CANCELLATION, WITHDRAWAL, DOWNSIZING AND LIQUIDATED DAMAGES.

The parties agree that quantifying losses arising from an Exhibitor's cancellation, withdrawal, or downsizing of their Booth will cause AFSA to incur additional expenses and allocate further resources to facilitate and manage the Exhibition.

Cancellation requests received between two (2) and one (1) month before the Exhibition are subject to a 50% penalty cancellation fee. Cancellation requests received within one month of the start date of the Exhibition are subject to 100% penalty cancellation fee and no refund or reimbursement will be granted thereafter ("cancellation penalty fee").

The parties agree that a reasonable measure of damages is to be imposed in the form of the cancellation penalty fee and any other additional fee (referred to as the "liquidated damages") which may result from such cancellation, withdrawal, or downsizing of a Booth. The Exhibitors must provide notice to AFSA for any cancellation, withdrawal, or downsizing in writing, at any point, in time. The date of cancellation will be referred to as the "Effective Date".

Any cancellation or withdrawal by an Exhibitor entitles AFSA to the full cancellation penalty fee as described above. In the event that the Exhibitor has paid an amount greater than the liquidated damages, AFSA shall refund the difference to the Exhibitor.

To waive the cancellation penalty fee, an Exhibitor may secure another Exhibitor in its stead.

In the event that an Exhibitor downsizes their Booth, it shall be liable to pay, to AFSA, an amount equal to its revised financial obligation and the liquidated damages as calculated by AFSA, arising out of the downsized Booth.

Double Decker Booth, there will be an additional 50% surcharge on the total floor area of the upper level.



8. ADVERTISEMENTS

All advertisements, with signed insertion orders, are non-refundable. All advertisements are subject to AFSA approval. In addition, AFSA may, at its sole discretion, reallocate any advertisement space. AFSA may offer new advertisement products or positions throughout the Exhibition cycle.

9. BOOTH SERVICE PACKAGE

The Booth service package, if any, is provided as a service to the Exhibitor. Any property purchased or leased, in respect of this service, is incidental to the rendering of this service.

Booth service providers shall remit all applicable 'sales and use' taxes, invoiced and collected from the Exhibitors to AFSA and report on such property when purchased or leased.

10. SET-OFF

AFSA has the right to set-off any amount due to AFSA from the Exhibitor, vice versa, according to the Contract or otherwise. This includes any amounts owing to AFSA or its affiliates by the Exhibitor or its affiliates.

AFSA retains the right to apply any amounts received from the Exhibitor under the Contract to any other amounts due to AFSA or its affiliates from the Exhibitor or its affiliates.

11. ELIGIBLE EXHIBITS

Exhibitor shall exhibit materials, products, or services directly related to the Exhibition's industry and specific interest of attendees. AFSA reserves the right to determine the eligibility of any product for display at the Exhibitor's Booth.

Only the Exhibitor's name or logo may appear on signage placed on their Booth and in the Exhibition exhibitor list. No exhibits or advertising shall be allowed to extend beyond or above the Booth's back and side rails, without AFSA's prior written consent.

Exhibits to solicit prospective employees or any employee-recruiting activity of any kind are prohibited, without AFSA's prior written consent.

Only Exhibitor's products may be displayed in the Booth.

Exhibitors must use exhibits solely to promote the Exhibitor's products or services and shall not be used for other business purposes. The Exhibitor shall not use the Booth to promote any other Exhibition or conference, without AFSA's prior written consent.

AFSA rulings concerning any Booth's use are final. Exhibits shall be admitted and permitted to remain solely through the strict compliance by the Exhibitor with the Contract.

AFSA reserves the right to reject, eject or prohibit any exhibit in whole or in part, and/or any Exhibitor or any of its representatives pending AFSA's good faith determination that the activities in question are



inconsistent with the purposes of the Exhibition and underlying Contract. AFSA shall provide no refunds in the event that an exhibit is rejected, ejected or prohibited.

Only the owner of a particular brand or its duly authorised representative may exhibit the said brand at the Exhibition. The Exhibitors are required to furnish a list of participating principals as their “exhibitors-of-record”. AFSA reserves the right to verify the identity, status and authorisation of any of the aforementioned parties.

12. PERMITTED PUBLICATIONS

AFSA reserves the right to determine the eligibility of any publication for display or distribution, by the Exhibitor in respect of the Exhibition. Publications that contain advertisements purchased by Exhibitors, which are published during the Exhibition or target the Exhibition, and its customers are not eligible products for display or distribution from any Booth or from anywhere in the Venue or its grounds.

The Exhibitor shall not exhibit, offer for sale, give as a premium, distribute, disseminate or advertise articles or publications not manufactured or sold in its name.

13. INTELLECTUAL PROPERTY

AFSA requires the Exhibitor to respect the intellectual property rights of other parties. The Exhibitor shall not display any counterfeit product or any product that infringes any trademarks, copyrights, patents, or other intellectual property of a third party.

The Exhibitor warrants that the names, logos, artwork, and other content Exhibitor or its agents submitted for use in any media (including, but not limited to, advertisements, the Exhibition website, or any Exhibition publication) shall not infringe the intellectual

property rights of any third party and shall not contain anything libellous, obscene, indecent, blasphemous or in any way unlawful.

In cases of documented intellectual property infringements, AFSA reserves the right to exclude the infringer from current and future Exhibitions. AFSA does not accept liability for intellectual property infringements by an Exhibitor.

14. DISPUTES BETWEEN EXHIBITORS

The Exhibitor shall provide AFSA with a copy of any judgment or order obtained against another Exhibitor so that an AFSA representative may serve the said judgment or order on the Exhibitor, to reduce any disruption this service may cause to the Exhibition.

The Exhibitor agrees to resolve any intellectual property disputes with other Exhibitors prior to the Exhibition's first move-in day for Exhibitors or after the closing date of the Exhibition, and in a location other than the Venue.



15. NO SUB-PERMITTING

The Exhibitor shall not sub-permit, assign or transfer their assigned Booth. The Exhibitor shall not permit any person other than Exhibitor or their duly authorised representative to occupy or conduct business from the Booth, or any part thereof, without AFSA's prior written consent.

16. NO ASSIGNMENT

This Contract (including the Permit granted hereunder and any incidental agreement flowing here from) is not capable of assignment by Exhibitor, without AFSA's prior written consent.

17. SUB-LICENSING/ASSIGNMENT PENALTY

Any attempted or completed sub-licensing and/or assignment of the Contract or Permit by an Exhibitor shall be null and void and shall constitute a breach, resulting in the Contract's termination and cancellation of the Permit.

AFSA may assign the Contract at any time to its affiliate or any owner/purchaser of the Exhibition, by operation of law or otherwise.

18. CUSTOM BOOTHS

In the event that the Exhibitor should use a custom booth in their assigned Booth, the Exhibitor is to provide AFSA with detailed construction drawings illustrating all dimensions and orientations of the said custom booth (no later than 30 days before the Exhibition).

19. EXHIBITOR CONDUCT

Retail sales are prohibited throughout the duration of the Exhibition. In the event that an Exhibitor engages in retail sales, AFSA is entitled to close the Booth and/or remove the Exhibitor from the Venue. However, Exhibitors are permitted to distribute samples, souvenirs, permitted publications, and similar items or conduct other sales or sales promotion activities only from within their Booth.

AFSA retains sole discretion to approve, control or prohibit which samples and other items may be distributed and where they are distributed.

Any Exhibitor's demonstration, distribution, or activity that results in obstruction of aisles or prevents accessibility to other Exhibitors' Booths is prohibited. In the event that this occurs, the Exhibitor's demonstration, distribution, or activity shall be suspended permanently or for any periods specified by AFSA.

20. COMPLIANCE WITH LAWS

The Exhibitor shall comply with all national and provincial laws and Municipal by-laws of the Republic of South Africa and shall obtain all necessary permissions in respect of these laws.



21. GOOD NEIGHBOUR POLICY

The Exhibitors shall operate their Booth so as to refrain from endangering and/or interfering with other Exhibitors' or attendees' rights. AFSA may, using its sole discretion, prohibit any action which may result in complaints from other Exhibitors or attendees.

The Exhibitor's unreasonable interference with or inconvenience to the Exhibition, Exhibitors, or attendees shall be deemed a breach of the Contract.

22. EXHIBITOR REPRESENTATIVES

An Exhibitor's representative shall be restricted to the Exhibitor's employees and authorised representatives, who must be 18 years of age or older.

AFSA, in its sole discretion, limit the number of Exhibitor's representatives in the Booth. An Exhibitor's representative shall always wear an identification badge furnished by AFSA.

The Exhibitor hereby acknowledges and accepts that it shall require its representatives to dress and conduct themselves appropriately and professionally, at all times during the Exhibition. AFSA reserves the right to determine, in its sole discretion, whether the character and attire of an Exhibitor's representative is acceptable. The Exhibitor's representatives must staff the Booth during Exhibition hours. AFSA, at its sole discretion, may use tents or temporary Exhibition facilities, as it deems necessary.

23. DEFAULT IN OCCUPANCY

The actual occupancy of the Booth by the Exhibitor of the Booth's is a material obligation of the Exhibitor and is of the essence of the Contract.

In the event that the Booth is not occupied by the Exhibitor by Booth installation deadline, the Booth may be repossessed by AFSA for any purpose it may see fit without releasing the Exhibitor from any liability hereunder.

24. OUTBOARD

The Exhibitor's use of any other Venue (such as hotel suites, private rooms, restaurants, recreational vehicles etc.) for exhibits, displays, sales, or other official Exhibitor functions or entertainment purposes during the Exhibition hours is prohibited, without AFSA's prior written consent. Breach of this clause may cause AFSA to impose penalties on the Exhibitor, which is to be determined by AFSA.

25. SAFETY, FIRE LAWS AND ELECTRICAL SAFETY

Exhibitors must strictly observe all applicable fire and safety laws and regulations and ensure that all drapes and all other cloth decorations, used at their Booth, must be flameproof. Any wiring must comply with the local fire department, governmental agency fire inspection ordinances, and underwriters' rules.

Smoking (including electronic cigarettes) in the Venue is forbidden.



Attendee access shall be restricted to prevent crowding and aisles and fire exits must not be blocked at any time. Products for display, signage, banners, and decorations must not violate the applicable fire codes and no storage behind exhibits is permitted.

Display wiring must exhibit all applicable seals of official approving agencies as may be required by the Venue. All displays must meet the building's codes of the CTICC.

26. EXHIBITOR BREACH

If an Exhibitor breach any of its obligations under the Contract, AFSA may immediately, without notice, prohibit the Exhibitor from participating at the Exhibition and all future events run by AFSA, the Exhibitor's Permit will be terminated and AFSA shall retain all amounts paid in terms of the Contract.

The Exhibitor is liable to pay any remaining balance due to AFSA and AFSA is entitled to pursue any other legal or equitable remedies against the Exhibitor for the breach.

Upon breach, AFSA may direct the Exhibitor to remove its employees, representatives and agents, merchandise, and any other property immediately from the Venue.

The Exhibitor hereby expressly renounces the legal exceptions of non causa debiti, non numeratae pecuniae, errore calculi, and the revision of accounts and declares themselves to be fully acquainted with the meaning, force and effect of all such exceptions.

27. RESOLUTION OF CERTAIN DISPUTES

If there is a dispute or disagreement between an Exhibitor and an official Contractor, another Exhibitor or any other party, AFSA's interpretations of the rules governing the Exhibition and its actions or decisions concerning the dispute and its resolution shall be binding upon the Exhibitor.

28. EXHIBITOR DIRECTORY, EXHIBITION WEBSITE & EXHIBITION PUBLICATIONS

The Exhibitor hereby authorises AFSA to publish the Exhibitor's directory entry on the Exhibition website, in the official catalogue and any other directory relating to the Exhibition or relevant industry.

The Exhibitor is required to complete its directory entry on the Exhibition website. In the event that the Exhibitor fails to complete its directory entry, AFSA shall be entitled to enter the Exhibitor's details and an exhibit description on its behalf.

AFSA shall not be liable for any omissions, misquotations, or other errors, including, without limitation, any that appear in the Exhibition directory, on the Exhibition website, in the official catalogue, or any other media.



29. PUBLICITY & PROMOTION: PERMISSIONS

The Exhibitor grants AFSA permission to use the Exhibitor's name, logo, and products of any person or products exhibited in all media formats (whether now known or hereafter existing) in connection with the Exhibition's promotion and publicity

The Exhibitor waives the right to inspect or approve the finished product and waives all rights to royalties or other compensation arising out of or related to the use of the Exhibitor's name, logo, and products and the likeness of any Exhibitor's personnel in such advertising media.

30. PHOTOGRAPHY

The Exhibition's photographic rights are reserved by AFSA.

The Exhibitor may request photography services from the official photographers. All other photography is strictly prohibited without AFSA's written consent prior to the Exhibition.

Photographing other Exhibitor's Booths or products are strictly prohibited and violations hereof may result in exclusion from the Exhibition.

31. DAMAGE TO PROPERTY

The Exhibitor is liable for any damage it or its agents cause to the Venue's floors, ceilings, walls, columns, standard Booth equipment, or other Exhibitor's and/or attendees' property.

32. INDEMNITY

The Exhibitor hereby indemnifies AFSA, the Exhibition owner(s) and sponsors, the Venue owner, and the CTICC, and their respective owners, officers, directors, employees, and agents, from all claims, losses, damages, judgments, expenses, costs (including, without limitation, legal fees) and charges of every kind arising out of or resulting from;

- 32.1 its execution of the Contract or its occupancy of the Booth or their presence at the Exhibition;
- 32.2 the actions, inactions or negligence of an Exhibitor, its agents, representatives or employees (including any Exhibitor appointed Contractors);
- 32.3 the breach by an Exhibitor of the intellectual property rights of any third party, whether knowingly or unknowingly, (including, but not limited to the sale or distribution of pirated goods and counterfeits/"knock-offs" of existing products and services);
- 32.4 an Exhibitor's submissions to AFSA related to but not limited to advertisements, an Exhibitor's director, the Exhibition website and Exhibition publications;
- 32.5 an Exhibitor's allegations of infringement against another Exhibitor, including Exhibitor's service of process on another Exhibitor
- 32.6 an Exhibitor's service of a judicial/administrative order on another Exhibitor;
- 32.7 an Exhibitor's use of music; or
- 32.8 an Exhibitor's violations of any legal or regulatory requirements.



33. LIMITATION OF LIABILITY

AFSA shall not be responsible for and shall have no liability resulting from loss or damage to displays or goods belonging to Exhibitor, whether resulting from, without limitation, fire, storms, Force Majeure, air conditioning or heating failure, theft, pilferage, disappearance, bomb threats, roof leaks, attendees, deliveries coming in or out of the Venue or Booth, inadequately packed property, loadshedding or other causes.

All such items are brought to the Exhibition and displayed at Exhibitor's own risk. If an Exhibitor's products to be exhibited or display materials fail to arrive, the Exhibitor shall remain responsible for the Permit fees.

AFSA shall provide a protective agency's services during the period of installation, Exhibition, and dismantling. The Exhibitor agrees that the provision of such services constitutes adequate discharge of all AFSA obligations to supervise and protect Exhibitor's property within the Exhibition. Exhibitors may furnish additional guards at their own cost and expense only with AFSA's prior written consent.

AFSA makes no representations or warranties concerning the number of attendees and/or the demographic nature of such attendees.

34. DUE EXECUTION

If the individual representing themselves, as a duly authorised representative of an Exhibitor to execute the Contract, he or she indemnifies AFSA (and its affiliates and their respective officers, directors, employees, and other agents) from and against all claims, losses, suits, damages, judgments, expenses, costs (including, without limitation, legal fees) and charges of every kind caused by her/his execution of the Contract and shall be personally liable to AFSA for all payments owed by the Exhibitor they represent.

35. INSURANCE

Exhibitor shall maintain, at its own cost and expense and throughout the duration of the Exhibition, General Liability Insurance coverage, covering bodily injury (including death), personal injury, and property damage liability, with extraterritorial coverage.

Such insurance, shall include the interests of AFSA and their affiliates, the Venue owner, the CTICC, and any additional party AFSA may reasonably request.

Exhibitors shall also maintain at its own cost and expense Workman's Compensation insurance in an amount at least compliant with the statutory minimum, for employees participating in the Exhibition, as required by law.

An Exhibitor's failure to comply with the insurance requirements in this Section shall not relieve Exhibitor of its indemnification obligation.



The Exhibitor understands and accepts that neither AFSA nor the Venue maintains insurance covering the Exhibitor's property, and it is the sole responsibility of Exhibitor to obtain such insurance.

The Exhibitor must maintain property insurance covering the Exhibitor's property on an "all-risk" basis at all times, including, without limitation, when (as applicable) property is stored in vaults on the Exhibition floor. Certificates of Insurance must be available onsite during the Exhibition and must be furnished by the Exhibitor if requested by AFSA. All delegates are advised to secure independent insurance over their assets.

36. NON-FORCE MAJEURE: CHANGES TO DATES, VENUE OR BOOTH BY AFSA.

AFSA may, within its sole discretion, change the dates and Venue for the Exhibition upon written notice to Exhibitor (which may be communicated by email).

AFSA shall not be liable for any costs, damages, fees, or other expenses of the Exhibitor due to any such changes. Additionally, AFSA reserves the right to relocate any Exhibitor to any Booth within the Venue at any time.

AFSA may retain any portion of the Exhibitor's Permit fee paid and such amount shall be applied as though no change in date, Venue or Booth relocation had occurred.

Any remaining payments due from Exhibitor shall remain payable to AFSA. Any cancellation of the Permit or withdrawal from the Exhibition by the Exhibitor due to any change in date, Venue, or Booth assignment shall be subject to liquidated damages.

37. FORCE MAJEURE

A "Force Majeure" is an act which is out of the control of AFSA, which includes, but not limited to, natural fire; casualty; flood; epidemic; World Health Organisation travel advisory or travel alert; earthquake; explosion or accident; blockade embargo; inclement weather; governmental restraints; restraints or orders of civil defence or military authorities; an act of public enemy; riot or civil disturbance; an act or threatened act of terrorism, strike, lockout, boycott or other labour disturbance; Venue cancellation, inability to secure sufficient labour; technical or other personnel failures; impairment or lack of adequate transportation facilities; inability to obtain condemnation, requisition or commandeering of necessary supplies or equipment; local, state or federal laws, ordinances, rules, orders, decrees or regulations whether legislative, executive or judicial, and whether constitutional or unconstitutional; or Force Majeure or any other cause or causes not reasonably within the control of AFSA.

In the event that AFSA, within its sole discretion, deems the Venue unfit for occupancy, or the holding of the Exhibition or AFSA's performance under the Contract is interfered with due to a Force Majeure, the Contract and/or the Exhibition (or any part thereof) may be terminated by AFSA or the Exhibition (or any part thereof) may be postponed and/or relocated by AFSA.

AFSA shall not be responsible for any delays, damage, loss, increased costs, or other unfavourable conditions arising under Force Majeure.



The Termination of Contract and Exhibition. Should AFSA terminate the Contract or the Exhibition (or any part thereof) due to a Force Majeure, AFSA may retain such part of the Permit fee as shall be required to reimburse it for expenses incurred up to the time such Force Majeure had occurred. There shall be no further liability on the part of either party. AFSA shall not be liable for any costs, damages, fees, or expenses incurred by the Exhibitor due to such termination.

Postponement and/or Relocation. Should AFSA postpone and/or relocate the Exhibition (or any part thereof) due to a Force Majeure, AFSA shall be entitled to retain the portion of the Permit fee paid to date and said amount should be applied

to the Exhibition as though no postponement or relocation of Venue had occurred. Any remaining payments from the Exhibitor shall remain due. If the Exhibitor cancels participation because AFSA postpones or relocates the Exhibition, the Exhibitor shall be subject to liquidated damages. AFSA shall not be held liable for any costs, damages, fees, or expenses of the Exhibitor in respect of the said postponement or relocation.

38. ADMISSION OF ATTENDEES

AFSA reserve the right to control the admission of any persons into the Venue and/or the CTICC during the Exhibition.

39. LEAD RETRIEVAL

All data collected by the Exhibitor, through any AFSA supplied lead retrieval systems, is in all respects the exclusive property of AFSA.

40. NOTICES

Any notices to AFSA shall be provided in writing by email (with confirmation of receipt), courier service, hand delivery, registered mail, certified mail, overnight mail or overnight courier, return receipt requested, postage prepaid to

4-6 SKEEN BOULEVARD, CORPORATE PARK 2ND FLOOR, BEDFORDVIEW, GAUTENG PROVINCE, 2008 or

exhibition@AFSA.org.za or at such other address as may from time to time be designated by AFSA.

41. JURISDICTION

This Contract is deemed to have been entered into in at Cape Town and is subject to the legislation of the Republic of South Africa.

The Exhibitor consents to the application of the jurisdiction of the relevant courts being in terms of the Magistrate's Act and the Superior Courts Act, respectively, being the Magistrate's Court of the District of Cape Town and the High Court of South Africa, Western Cape Division.



42. RESERVATION OF RIGHTS

AFSA reserves the right to take any action that is reasonably necessary for the protection of the Exhibition and the participants, including, but not limited to, exhibitors and attendees.

43. AUTHORISATION

The individual signing below represents and warrants to AFSA that they are a duly authorised agent and is duly authorised to execute this Contract on behalf of the Exhibitor and that they have read and understand that, if AFSA accepts this Application, the Exhibitor acknowledges and agrees with and shall be bound by and subject to the terms of the Contract.

AFSA reserves the right to reject any Application for any reason. Upon the submission of an Exhibitor's application, an invoice shall be issued and will constitute acceptance by AFSA and, therefore, a binding agreement between AFSA and Exhibitor.

44. SEVERABILITY

Save to the extent contemplated herein, the parties hereto acknowledge and agree that each phrase, sentence, paragraph and clause of the agreement is severable, the one from the other, notwithstanding the manner in which they may be linked together

or grouped automatically and if in terms of any judgment or order, any phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining phrases, sentences, paragraphs and clauses, as the case may be, shall nevertheless continue to be of full force and effect.

45. WHOLE AGREEMENT

This Contract contains the whole agreement between AFSA and Exhibitor. Exhibitor acknowledges that in entering into the Contract, it has not relied on and shall have no right or remedy in respect of any statement, representation, assurance, or warranty (whether made negligently or innocently) other than as expressly set out in the Contract.

46. PROTECTION AND PROCESSING OF PERSONAL INFORMATION

The Parties acknowledge and agree that data provided to AFSA, or to which AFSA may have access to in respect of the Participants registration to and participation at the Conference, may contain Confidential Information and Personal Information.

AFSA hereby warrants, represents and/or undertakes in favour of the Participants that it shall at all times, strictly comply with all Privacy Laws (which means all laws governing the receipt, collection, compilation, use, storage, processing, sharing, safeguarding, security, disclosure or transfer of Personal Information, including but not limited to the Protection of Personal Information Act, 2013).



AFSA hereby warrants, represents and/or undertakes that it shall not, at any time process or use Personal Information for any purpose, and only to the extent necessary, to organise and manage the Conference and AFSA shall process such Personal Information lawfully, as required under Privacy Laws.

AFSA undertakes to promptly notify the Participant if it believes that the Personal Information of the Participant has been or may have been accessed or acquired by any unauthorised person (a Data Breach).

AFSA may not, without the prior written consent of the Participant, export any Participant's Personal Information outside of South Africa.

