

Terms & Conditions for Delegates – X-Change 2024

For the purposes of these terms and conditions:

- a) **“Affiliates”** means any company which controls, is controlled by or is under common control with the Company, where "Control" shall include control through any voting pool or other arrangement, the right to the exercise of voting rights, directly or indirectly, resulting in effective control of any company and/or control of its management, and/or the right to appoint the majority of the members of the board of directors of any company.
- b) **“Company”** means IS³, Industry Software Solutions & Support (a business unit of Digital Industries (Pty) Ltd).
- c) **“Delegate”** means the person registered to attend the Event.
- d) **“Event”** means the X-Change User Conference being held by the Company.

In consideration of being allowed to attend the Event, the Delegate agrees to be bound by the following terms and conditions:

1. Registration, cancellation & amendments

- 1.1. Registration for the Event shall be concluded online. Once a Delegate, or the person registering on behalf of a Delegate, clicks on the "Submit Information" button, a valid and binding agreement shall come into existence between the Delegate and the Company, and these Terms & Conditions shall automatically bind the Delegate.
- 1.2. Delegate confirms that they are authorised and have obtained the necessary approvals to bind himself and his organisation.
- 1.3. Any person who completes the registration process on behalf of a Delegate(s) warrants that he/she is duly authorised to make such registration on such Delegate's behalf, and that the Delegate has agreed to be bound by these Terms & Conditions.
- 1.4. The Delegate acknowledges that any personal information supplied by the Delegate in connection with the Event, will be held by the Company as a record of the attendees and parties expressing interest in the Event.
- 1.5. By registering for this Event, the Delegate permits the conference organisers to use the personal information to contact the Delegate for the Company to supply information relevant to the Event, or information about other events and opportunities that the Company is planning and deems to be of interest to the Delegate. The Company may also share personal information with its partners and event sponsors for them to contact the Delegate(s) about other products and services which may be deemed of interest to the Delegates.

- 1.6. The Delegate acknowledges that the Delegate's personal information may be located, hosted, managed, accessed on a variety of systems, networks and facilities used by the Company worldwide, in the performance of its obligations under these Terms & Conditions, or provided to a third party to the extent necessary for the third party to perform its obligations under these Terms & Conditions e.g., Affiliates, subcontractors and suppliers.
- 1.7. The Company reserves the right to make alterations to the dates, timings, venues, programme, speakers, or other details of the Event, at any time, without incurring any liability to the Delegate. Where an Event has been postponed, the original booking shall remain in full force and effect and the Delegate will not be permitted to cancel the original booking without the consent of the Company.
- 1.8. Terms of cancellation are referenced under clause 5.
- 1.9. All registrations will be subject to review and screening in accordance with the Company's governance & compliance regulations. The registration will only proceed once this screening is finalised and approved. Once screening has been finalised an invoice for payment will be sent to the delegate or their representative for payment.
- 1.10. Registration finalisation is subject to the terms of payment as per clause 4.

2. Videos and Photos

- 2.1. The Delegate hereby consents to his or her photos / video footage being collected at the Event by the company's authorized personnel and/or service providers, and for such photos and video footage to be shared by the Company and its Affiliates on the various mediums, including (but not limited to) the following mediums below:
 - 2.1.1. Social Media: Facebook, Twitter, Instagram, YouTube, LinkedIn
 - 2.1.2. Websites
 - 2.1.3. Presentations: Internal or external presentations
 - 2.1.4. Printed and/or Digital Publications: Leaflets, newsletters, posters, podcasts, and other marketing materials.
 - 2.1.5. Print and/or Digital Media: National, regional and/or local newspapers, magazines, and news sites
- 2.2. Delegates are permitted during the event to take personal photos /video footage of their participation at the event, subject to the Delegate taking full responsibility for any and all content they produce, publish, or share with other parties. The Delegate indemnifies IS³, Digital Industries (Pty) Ltd and all their service providers, employees, and the venue against any and all claims, including but not limited to breaches of the POPI Act, which may arise due to the behaviour of the Delegate.

3. Rate inclusions and exclusions

3.1. Inclusions:

- 3.1.1. Accommodation for 3 nights (09 – 12 June 2024) based on 1 person per room.
- 3.1.2. All meals and drinks as per the conference agenda at time of registration (breakfasts, 2 tea breaks, lunches, and dinners)
- 3.1.3. Conference Agenda

3.2. Exclusions:

- 3.2.1. All meals and drinks outside of the set agenda and venues.
- 3.2.2. Any beverages from the coffee shop/mini bar.
- 3.2.3. Room service
- 3.2.4. Items of a personal nature from the gift shop.
- 3.2.5. Phone calls from your room.
- 3.2.6. Guest services such as laundry, transport, outside deliveries etc
- 3.2.7. Any activities booked outside of the conference agenda.
- 3.2.8. Any travel costs incurred.

4. Payments:

- 4.1. Bookings are NOT confirmed until proof of payment has been received by Digital Industries (Pty) Ltd.
- 4.2. A pro-forma invoice will be issued on confirmation of the registration.
- 4.3. Amendments to your booking will be at a cost of R500.00 (five hundred rand) per amendment to the booking.
- 4.4. Payment needs to be received within 30 calendar days from date of pro-forma invoice, but not later than 10 business days before the event commencement date (whichever date comes first). If payment is not made by the above deadline, your registration will be automatically cancelled, and you will be liable for cancellation penalties as per clause 5.1.

5. Cancellations, Replacements & Walk-in's:

5.1. Cancellations:

- 5.1.1. Bookings cancelled before 01 April 2024 will be charged a 10% cancellation fee.
- 5.1.2. Cancellations made between 01 April 2024 and 15 April 2024 will be charged a 50% cancellation fee.
- 5.1.3. Cancellations after 15 April 2024 will be charged a 100% cancellation fee.
- 5.1.4. No shows will not be refunded, and the delegate will be liable for all payments.
- 5.1.5. Bookings may be cancelled at the sole discretion of IS³ should governance or compliance related topics arise. The sole recourse for the Delegate will be the refunding of any event fees paid subject to agreement by IS³.
- 5.1.6. Should your booking be cancelled, all collateral and promotional items are also forfeited.

5.2. Replacements:

- 5.2.1. Delegates cannot swap out their place at the event with another individual without prior arrangements with IS³ and completion of the process as referred to clause 1.8.
- 5.2.2. An administrative fee of R 500.00 per swap out will be charged.
- 5.2.3. No swap-outs/replacement of delegates will be allowed after the 01 May 2024.
- 5.2.4. No replacement delegates will be allowed to attend the event without prior written confirmation from event organisers.
- 5.2.5. In the case of a replacement, it shall be the replacement that receives any collateral and/or promotional items if applicable.

- 5.2.6. The event organisers reserve the right to deny admission to any delegate replacement should the replacement process not have been followed and approval obtained.
- 5.2.7. Neither IS³, Digital Industries (Pty) Ltd, nor any other party involved in the event organisation will be liable for any costs or consequences of the replacement not being admitted to the event.

5.3. Walk-in's:

- 5.3.1. No persons will be admitted to the event on a walk-in basis.
- 5.3.2. No persons will be permitted to attend the event if they have not completed the full registration process, including the screening processes as referred to in clause 1.8.
- 5.3.3. Any person who arrives at the venue without having completed the registration process and without the pre-approval of the event organisers will be required to leave the event.
- 5.3.4. The organisers will accept no responsibility or liability for any costs or consequences resulting from an unregistered person attempting to access the event.

6. Early bird special

- 6.1. You must register online on or before 29 February 2024 to qualify for the Early bird special, thereafter standard conference pricing will be applicable.

7. Intellectual Property

- 7.1. Any materials including but not limited to brochures, presentations, branded goods, etc provided to the Delegates at the Event, remain the intellectual property of the Company, which asserts it is right to a worldwide copyright unless specifically agreed otherwise in writing.
- 7.2. The Delegate understands that he/she is prohibited from recording any footage at the Event, and / or using any footage of the Event without the consent of the Company.
- 7.3. The Delegate consents to the Company creating and using any on-site recordings of the Delegate by any means including, and without limitation, electronic recording, film, videotape, audio tape and photography (the "Recordings") without compensation of any kind to the Delegate. The Delegate agrees that the Company shall be the copyright owner of the Recordings. The Delegate understands that the Company is not obligated to use any of the Recordings.
- 7.4. The Delegate warrants that to the best of his/her knowledge, that his/her acts and statements contained in the Recordings will not violate any right of any other person or company.
- 7.5. The Delegate releases the Company from any claims and causes of action whatsoever, that he/she may have or any person on his/ her behalf may have now or in the future based on but not limited to, defamation, invasion of the right of privacy, publicity or personality, copyright or trademark infringement and unfair competition in connection with the Recordings and the Company's use of the Recordings and the Delegate agrees not to institute any legal action based on any of the grounds specified in this section and the Delegate fully indemnifies the Company from any loss or damage that he/ she or any third party may suffer from the Recordings.

7.6. The Delegate agrees that all the rights granted to the Company by the Delegate hereunder are irrevocable and perpetual, and the Delegate waives all rights to any equitable relief in connection with this.

8. Indemnity

- 8.1. By registering for the Event, the Delegate agrees that he/she will be fully responsible, at all times, for his/her own wellbeing, as well as for the safety of his /her possessions. the Delegate also acknowledge that he/she is aware of the physical conditions and risks associated with his/her participation in the Event, including the National health and safety related regulations and requirements as published. Furthermore, by virtue of the Delegates registration, the Delegate indemnifies the Company, its Affiliates, directors, officers, employees, agents, and suppliers against any and all liability, whether out of direct, indirect, special, incidental, consequential, intentional and or negligence of the Company that may arise as a result of injury to the Delegate or loss of or damage to the Delegate's possessions.
- 8.2. It is the responsibility of the Delegate to arrange appropriate insurance cover in connection with his/her attendance at the Event.
- 8.3. In the event that the Event cannot be held due to events beyond the control of the Company (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the Company, the Company's liability shall be limited to the amount of the fee paid by the Delegate for the Event. Under these circumstances, the Company reserves the right to refund the Delegate the fees paid minus a 25% admin fee plus any bank transfer fee incurred therein by the Company.
- 8.4. The Delegate acknowledges that the views expressed by speakers, sponsors and/or exhibitors are their own and not those of the Company or its Affiliate's. The Company shall not be liable for any advice given, or views expressed, by any speaker, sponsor and/or exhibitor at the conference or in any material provided to the Delegate. In addition, the Company shall not be responsible or liable for any direct or indirect loss or damage of any sort incurred as the result of the services or information provided to the Delegate in connection with the Event.

9. General

- 9.1. The Company reserves the right, at all times, to change, amend, add, or remove any of the above terms without prior notice. If one or more of the conditions outlined in these Terms & Conditions should be or become invalid, the remaining conditions will continue to be valid and apply.