

## MARKETING/ADVERTISING TERMS AND CONDITIONS

The undersigned hereby accepts all terms and conditions related to marketing and advertising with the Africa Conference Directory as set out in this order/agreement. The undersigned hereby acknowledges that he/she has the necessary authority to bind the entity named herein to this order/agreement.

### A. **Web, Mobile App, Blog, Social Media, Virtual Event**

1. Acceptance of an order shall only occur once The Africa Conference Directory (Pty) Ltd ("ACD") have duly considered and approved the order. A 50% non-refundable deposit is due and payable upon signing the order form and acceptance by The Africa Conference Directory unless a special arrangement has been agreed to and is reflected on the signed order form.
2. The right is reserved to withhold publication of any advertisement and to cancel any advertisement order, which has been previously accepted, without stating any reasons. Should this situation arise, a full refund of the deposit will be processed.
3. No liability is accepted for losses arising from omissions, failure to publish, publication of wrong "copy" or image(s), positioning, typographical or any other mistakes or errors. In case of such losses, the advertiser is not exempted from contractual obligations. Should any of the aforementioned situations arise, ACD shall offer redress solely at its own discretion and in consultation with the client.
4. The advertiser is not exempted from any contractual obligation in the event of late or non-receipt of signed proof/s by ACD. Should such proofs not be received by ACD within 5 working days of the date indicated on the proof, then The Africa Conference Directory shall be entitled to publish the media and/or web site excluding the advertiser's advert, without the advertiser being released from any contractual obligation.
5. Proof of sending via electronic mail, shall be prima facie proof that the advertising proof was sent by ACD and received by the advertiser.
6. All rates exclude Vat, and exclude agency commission. Accounts\Invoices are payable upon presentation. Interest will be charged at 2% per month on any outstanding amount owing to The Africa Conference Directory for confirmed advertising.
7. All material and copy are subject to approval by the publishers. ACD reserve the right to edit, vary, modify, amend, revise, or reject even after acceptance for publication, any advertisement for any reason, whether space for the advertisements has been booked in advance under an order or not.
8. ACD hereby reserves the right to use any images, logo's, copy, and/or any other material provided by the advertiser to ACD for the publication of an advert, for general marketing purposes related to the ACD brand and range of products; including but not limited to the use of such material on banners, billboards, exhibition display systems, relevant and related web sites, etc
9. Any changes made by the advertiser to signed-off advertising proofs will be processed once full payment of an administrative fee of R500 has been received.
10. No advertisement orders are accepted on condition that write up space will be devoted to the advertiser, or any other condition relating to positioning. Positioning requests will be accommodated if possible and at the discretion of the directors of ACD.
11. No cancellation of a confirmed advertising order will be accepted. If material is received too late for publication; the space reserved shall be charged for.
12. ACD does not guarantee any results in respect of advertisements inserted in any relevant media.
13. The advertiser will be held liable for all damages and costs, which may arise from any action, which may be instituted against ACD by reason of publication of any approved advertisement, including publication of a non-approved advert by virtue of late or non-receipt of approval and where such advert has not been cancelled in writing.
14. A certificate purported to be signed by a responsible official of ACD will be prima facie proof of the amount plus interest due by the advertiser at any time.
15. In the advent of legal action being instituted for recovery of any amounts owing by the advertiser, the advertiser will be liable for all costs, including legal fees on the Attorney/Client scale and collection charges.
16. The advertiser hereby chooses domicilium citandi et executandi for all purposes arising out of or in connection with this order at the address stated on the face thereof and any notice addressed to the advertiser at that address and sent to s/he/it by registered post shall be deemed to have been received by them on the third day of posting.
17. The Africa Conference Directory reserves the right to alter, at any time, and without prior notice, the print/mechanical details, format, publication and distribution date of the directory, web site, blog or any other media selected by the client.
18. Should the publication and or the distribution of the directory be delayed for any reason, the

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advertiser accepts that The Africa Conference Directory is not liable for damages of any nature.

19. Should the publication and or the distribution of the directory be delayed for any reason, the advertiser is not exempted from any contractual obligation to The Africa Conference Directory in the eventuality of such an event.

## **B. Social Media Marketing**

1. The Africa Conference Directory's Social Media Marketing is governed by the terms contained in section A above and additionally terms and conditions related to each social media marketing agreement, which will form part of each social media agreement.

## **C. Event Organisers Network Business Event Showcases and Exhibitions (Virtual and in-person)**

1. For in-person events, Exhibition rates are PER VENUE/EVENT SERVICE OR PRODUCT and PER SHOWCASE. Group rebates and multi-showcase rates may apply.
2. Exhibition at the event is open to all current paid up clients of The Africa Conference Directory (Pty) Ltd (ACD), trading as The Event Organisers Network (EON)
3. Acceptance, by the Africa Conference Directory, of an application to exhibit at the event is on a first come first served basis. The Africa Conference Directory reserves the right of admission to the event.
4. The Africa Conference Directory reserves the right to decline or cancel an exhibitor application without being obligated to provide a reason for such a decision.
5. While every attempt will be made to allocate exhibition space as per requested locations, the Africa Conference Directory cannot guarantee that a requested location will be reserved for the applicant.
6. The Africa Conference Directory reserves the right to allocate space at their discretion and to move any exhibitor irrespective of whether the exhibitor has received a confirmation of location of exhibition space or not.
7. The Africa Conference Directory is not obligated and will not provide the full or partial list of delegates attending the in-person events to Exhibitors as a matter of course or as a natural consequence of participating as an exhibitor at The Event. To the extent that such a list is provided to an exhibitor, sponsor or partner, provision of a list will be in terms of the specific terms associated with any event or sponsorship agreement in place between the Africa Conference Directory and an event or prize sponsor or any other agreement that the Africa

Conference Directory at their discretion, enter into with an exhibitor.

8. In the event that the Africa Conference Directory introduces a methodology for obtaining delegate information via electronic scanning or any other method, data so acquired by Exhibitors will be made up of delegate name, designation, company name and telephone data only.
9. The Africa Conference Directory reserves the right to amend, substitute add to and otherwise modify the event program, event speakers, exhibition details, special offers, competitions and other offerings related to the event as may be published from time to time.
10. The Africa Conference Directory reserves the right to postpone the event at their discretion to another date and venue. If the event is postponed, the agreement to exhibit remains in full force and is only modified to the extent that the date and venue may change, including clauses relating to cancellation of exhibition space.
11. The Africa Conference Directory does not own or operate passenger transport, companies that may provide services for a conference, function or event; is not a keeper of inns, hotels, restaurants, boarding or lodging houses. The Africa Conference Directory will arrange tickets, bookings and secretariat services, if required, and reservations only as agent for delegates or exhibitors, who accept the same subject to these terms and conditions and those of each of the concerns (hereinafter called "the Event Management Services") with whom the Agent may make arrangements for its clients.
12. The Africa Conference Directory is not liable for the cancellation of journeys, deviations, delays or failure to provide seats, berths or facilities for the conference or exhibition or for failure to provide accommodation for the conference, howsoever the same may arise.
13. The Africa Conference Directory is not liable in the event of any alteration or change of any kind made by any of the Event Management Services following the acceptance of any booking by them. Clients are responsible for any increase in charges, which the Event Management Services may be entitled to require.
14. The Africa Conference Directory (both for itself and on behalf of its servants and agents) does not accept any liability for any act, omission, default or neglect of the Event Management Services or their servants and agents for any injury, damage or loss to persons or goods whatsoever and howsoever the same may be

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caused and the Agent does not warrant, and is in no way responsible for the accuracy of any information given or statement made by the Agent's servants and agents or given or made by the Event Management Services or their servants and agents.

15. The Africa Conference Directory acts on the basis that they attend to the arrangement, coordination, and management of the event on behalf of the event delegates and exhibitors. They perform all tasks on condition that the Event Organisers cannot be held responsible for any loss, damages or inconvenience howsoever arising, including while journeying to/from the event; neither can the Event Organisers be held responsible for any unforeseen partial or total cancellation of the event.
16. No exhibitor or exhibitor staff will be confirmed to attend the event unless a fully completed exhibitor/exhibitor delegate registration document has been received by the event organiser/s and a confirmation of registration has been sent to the registering exhibitor/exhibitor delegate by the Africa Conference Directory.
17. Cancellation by an exhibitor will attract a 100% cancellation fee. Cancellation notices must be made in writing and received and confirmed by the Africa Conference Directory.
18. If a previously registered and confirmed exhibitor delegate can no longer attend the event, the event organisers must be advised in writing within 48 hours. Failure to do so will result in a catering charge being levied to your company.
19. All mechanical, technical, and other information related to build up, strike, access control, rules and regulations will be contained in the exhibitor's manual created for each event. The exhibitor manual will be available upon receipt and acceptance of an exhibitor application

#### **E. Blog Subscription**

1. You hereby accept that we will automatically add your email address to our Vendor Member Update Blog/Newsletter. This is the best way to keep up with the continuous marketing we do to our Event Organisers Network members about venues and event services.
2. You can unsubscribe at any time.

#### **20. Force Majeure**

The Africa Conference Directory shall not be liable for any loss or damage by reason of non-performance caused by Acts of God, war, riots, civil commotion, strikes, lock-outs, lockdowns, transport delays, mechanical breakdown, restrictions by Government, non-availability or shortage of raw materials, and without in any way being limited by the foregoing, generally by any other cause beyond the control of the Africa Conference Directory.

#### **D. Venue Experiences**

1. The Venue terms and conditions will be as in section D and in addition governed by the terms and conditions related to each individual Venue Experience agreement
2. All venue experiences are subject to sufficient interest being expressed by members to attend the venue experience.
3. Unless otherwise agreed to in writing, the maximum number of delegates for a venue experience will be limited to 15 ACD/EON members.
4. Should a client require more than the maximum number of ACD/EON members to attend the venue experience, an additional fee per selected/accepted ACD/EON member will be levied. Such fee will be dependent on the number of additional ACD/EON members required.
5. ACD/EON reserves the right to amend the date of the venue experience should there be insufficient interest by members to attend on the original dates.
6. If a venue experience is cancelled for any reason, ACD, its directors, shareholders and members, will not be liable for any travel, accommodation, visa or any other fees that may become due as a result of the cancellation.

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## F. Prizes

The Africa Conference Directory reserves the right to:

1. Verify each prize offered by a client to validate the claimed value of the prize.
2. Limit the number of prize sponsorships accepted from one exhibitor.
3. Limit the number of prizes per published prize category.
4. Re-categorise a prize if the offered prize does not meet the category guidelines
5. To decline a prize outright, if in the Africa Conference Directory's opinion, the prize does not meet the prize guidelines or for any other reason at the sole discretion of the Africa Conference Directory.
6. Select prizes for the category based on value and offering and at the sole discretion of the Africa Conference Directory.
7. The prize value must be met by one prize and not by offering several lower category prizes that may total in value the value of a higher prize category.
8. No prizes will be accepted on the day of the event.