



## Terms & Conditions

IS<sup>3</sup> - Industry Software Solutions & Support, a division of Digital Industries (Pty) Ltd, (herein referred to as IS<sup>3</sup>), who is the owner of the conference called "X-Change" (also referred to as the "Event"), looks forward to hosting you as a Delegate (the person who is registered to attend X-Change as a delegate) at this prestigious event. The following Terms and Conditions, as well as any other Terms and Conditions which may apply from time to time, shall be applicable to the Event.

### General

Once a Delegate, or the person registering on behalf of a Delegate, clicks on the "Submit Information" button:

1. A valid and binding agreement shall come into existence at the time and place from where the confirmation of such registration is sent.
2. These Terms and Conditions are automatically accepted and binding on you.
3. Any person who completes the registration process, on behalf of a Delegate (or Delegates), warrants that he/she is duly authorised to make such registration on their behalf and the Delegate is hereby bound by these Terms and Conditions.
4. You agree that IS<sup>3</sup> may retain, process and export your personal information within IS<sup>3</sup> and/or to any of its subsidiaries or suppliers.
5. The personal information supplied in connection with this booking will be held by IS<sup>3</sup> as a record of attendees and parties expressing interest. By registering for this Event the parties concerned are agreeing that IS<sup>3</sup> may use that personal information to contact you by email, direct mail, telephone, fax, or by any means IS<sup>3</sup> may deem necessary in order to supply information relevant to this Event, or about other events and opportunities that the organisers are planning and feel may be of interest to you. IS<sup>3</sup> may also share this information with its partners and event sponsors for them to contact the delegates about other products and services which may be of interest to the delegates

### Registration, Cancellation and Amendments

6. IS<sup>3</sup> reserves the right to make alterations to the date, timings, venue, programme, speakers or other details of the event at any time and this will not entitle a registered Delegate to a refund. In the event of it being found necessary, for whatever reason, that the Event is being postponed, cancelled or the dates being changed, IS<sup>3</sup> shall not be liable for any expenditure, damage or loss incurred by the delegate. If by re-arrangement or postponement the event can take place, the booking between the delegate and IS<sup>3</sup> shall remain in force and will not be subject to cancellation.
7. In the event that the conference cannot be held or is postponed due to events beyond the control of IS<sup>3</sup> (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of IS<sup>3</sup> and/or the conference organisers, liability will be limited to the amount of the fee paid by the delegate and there will not be any additional liability to IS<sup>3</sup>, event hosts or any other individual associated with the event organization. Under these circumstances, IS<sup>3</sup>

reserve the right to refund the fees paid minus a 25% admin fee plus any bank transfer fee incurred.

8. Bookings are NOT confirmed until payment has been received or a valid Purchase Order number has been submitted.
9. If payment is not made within 10 (ten) days your booking will be cancelled, and the Delegate will be refused entry to the Event.
10. Bookings cancelled before 01 April 2020 will receive a 100% refund. Bookings cancelled on or after 01 April 2020 will not be refunded.
11. Amendments to your booking will be at a cost of R250.00 (two hundred and fifty rand) per amendment to the booking.
12. Any no shows will not be refunded.

#### **Early-Bird Special**

13. The Early Bird Special ends on 30 September 2020, thereafter standard conference pricing will be applicable.

#### **Intellectual Property**

14. Materials provided by X-change remain the intellectual property of IS<sup>3</sup> who assert their right to worldwide copyright unless specifically agreed otherwise in writing.
15. The recording and/use of any recordings by any means of any conference sessions at X-Change by Delegates and/or third parties is strictly prohibited.
16. You consent to IS<sup>3</sup> (or its designees who have been specifically employed by IS<sup>3</sup>) to make and use any on-site recordings of you by any means including, and without limitation, electronic recording, film, videotape, audio tape and photography (the "Recordings") without compensation of any kind to you. You agree that IS<sup>3</sup> shall be the copyright owner of the Recordings. You further understand that IS<sup>3</sup> is not obligated to use the Recordings.
17. To the best of your knowledge, your acts and statements contained in the Recordings will not violate any right of any other person or company.
18. You release IS<sup>3</sup> from any claims and causes of action whatsoever, that you may have or any person on your 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 IS<sup>3</sup>'s use of the Recordings and you agree not to institute any legal action based on any of the grounds specified in this section and you fully indemnify IS<sup>3</sup> from any loss or damage that you or any third party may suffer from the Recordings
19. All the rights granted to IS<sup>3</sup> by you hereunder are irrevocable and perpetual, and you waive all rights to any equitable relief in connection with this.

## **Indemnity**

20. By registering for X-Change 2020, you agree that you will be fully responsible at all times for your own wellbeing, as well as for the safety of your possessions. You also acknowledge that you are aware of the physical conditions and risks associated with your participation in this event. Furthermore, by virtue of your acceptance of this invitation, you indemnify IS<sup>3</sup> - Industry Software Solutions & Support, Digital Industries, EOH, their affiliates, directors, officers, employees, agents and suppliers against any and all liability, whether out of direct, indirect, special, incidental, consequential, intentional and negligence of IS<sup>3</sup> and the venue that may arise as a result of injury to your person or loss of or damage to your possessions or yourself.
21. It is the responsibility of the delegate to arrange appropriate insurance cover in connection with their attendance at the Event.
22. Views expressed by speakers, sponsors and/or exhibitors are their own. IS<sup>3</sup> cannot accept liability for any advice given, or views expressed, by any speaker, sponsor and/or exhibitor at the conference or in any material provided to delegates. In addition, IS<sup>3</sup> 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 in connection with the event.

**IS<sup>3</sup> 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. These Terms & Conditions apply to all participants of this Event, including delegates, speakers, sponsors, and exhibitors.**