



Terms & Conditions

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.
1. In consideration of being allowed to attend the Event, the Delegate agrees to be bound by the following terms and conditions: **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. 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.
 - 1.3. 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.
 - 1.4. 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.
 - 1.5. 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.
 - 1.6. 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.

- 1.7. Bookings cancelled before 01 April 2022 will receive a 100% refund. Bookings cancelled on or after 01 April 2022 will not be refunded.
- 1.8. All registrations will be screened in accordance with the company's governance & compliance regulations. Once screening has been approved an invoice for payment will be sent to you the delegate.

2. Covid-19

1. The Delegate understands and appreciates that participation in the Event carries with it certain significant, inherent risks that cannot be eliminated regardless of the care taken to comply with Covid-19 regulations. The Delegate hereby indemnifies and holds the Company harmless from and against all loss, damage, costs and/or expenses which the Delegate may suffer or incur due to any and all claims including the negligence of the Company and any and all claims which may be brought against the Company by any third party in respect of any loss, liability, damage, costs and/or expenses of any nature whatsoever arising from the Delegate's participation in the Event.
2. Delegates attending the event is required to provide certificate of full vaccination upon registration
3. Any delegates that have not been fully vaccinated who wants to attend the event will have to provide on arrival a negative PCR test not older than 48 hours
4. The vaccination and negative PCR testing requirement is to ensure the delegates health and safety and to discharge the duties and obligation of the event host, their sub-contractors and suppliers.
5. All COVID-19 protocols to be observed at all times.

3. Videos and Photos

The Delegate hereby consents to his or her photos / video footage being collected at the Event by the company's authorized personnel, 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:

- Social Media: Facebook, Twitter, Instagram, YouTube, LinkedIn
- Websites
- Presentations: Internal or external presentations
- Printed and/or Digital Publications: Leaflets, newsletters, posters, podcasts, and other marketing materials
- Print and/or Digital Media: National, regional and/or local newspapers, magazines, and news sites

4. In the case of bookings that require payment

- 4.1. Bookings are NOT confirmed until payment has been received or a valid Purchase Order number has been submitted.
- 4.2. If payment is not made within 10 (ten) days your booking will be cancelled and the Delegate will be refused entry to the Event.
- 4.3. Amendments to your booking will be at a cost of R250.00 (two hundred and fifty rand) per amendment to the booking.

5. Early bird special

6. The Early Bird Special ends on the 11 March 2022, thereafter standard conference pricing will be applicable.

6. Once a booking is confirmed and paid for:

7. Bookings cancelled before 01 April 2022 will receive a 100% refund. Bookings cancelled on or after 01 April 2022 will not be refunded.

7. Intellectual Property

8. Materials 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.
9. 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
10. The Delegate consent 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.
11. 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.
12. 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.
13. 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.

Indemnity

14. 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 COVID 19 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.
15. It is the responsibility of the Delegate to arrange appropriate insurance cover in connection with his / her attendance at the Event.
16. 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.
17. 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.

General

18. 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.