

X-Change 2025 | Exhibitor Terms and 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 division of Digital Industries (Pty) Ltd).
- c) **"Exhibitor"** means the person (conference representative of the exhibitor) and/or company registered to exhibit its products and services at the Event.
- d) **"Event"** means the X-Change conference being held by the Company.

1. General

Registration for the Event shall be concluded online. Once an Exhibitor, or the person registering on behalf of an Exhibitor, clicks on the "Submit" button:

- 1.1. A valid and binding Agreement shall come into existence between the Exhibitor and the Company, and
- 1.2. These Terms and Conditions shall automatically bind the Exhibitor.
- 1.3. Any person who completes the registration process on behalf of an Exhibitor(s), warrants that he/she is duly authorised to make such registration on such Exhibitor's behalf and that the Exhibitor has agreed to be bound by these Terms and Conditions.
- 1.4. The Exhibitor acknowledges that the Exhibitor'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.
- 1.5. The Exhibitor acknowledges that any personal information supplied by the Exhibitor in connection with the Event will be held by the Company as a record of attendees and parties expressing interest in the Event. By registering for this Event, the Exhibitor permits the Company to use that personal information to contact the Exhibitor, 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 Exhibitor. the Company may also share personal information with its partners and event sponsors for them to contact the Exhibitor about other products and services which may be deemed of interest to the Exhibitor.
- 1.6. All exhibitors will also be subject to the Delegate Terms and Conditions.

2. Registration, Cancellations & Amendments

- 2.1. 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 Exhibitor. Where an Event has been postponed, the original booking shall remain in full force and effect and the Exhibitor will not be permitted to cancel the original booking without the consent of the Company.
- 2.2. In the event that the conference 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 Exhibitor for the Event, under these circumstances, the Company reserve the right to refund the fees paid minus a 25% admin fee plus any bank transfer fee incurred therein by the Company.

- 2.3. IS³ reserves the right to decline an Exhibitor application without being obligated to provide a reason for such a decision.
- 2.4. IS³ reserves the right to allocate stand space at their discretion and to move any exhibitor irrespective of whether the Exhibitor has received confirmation of the location of exhibition space or not.
- 2.5. All registrations will be vetted in accordance with the Company's Governance & Compliance regulations. Once vetting has been successfully approved an invoice for payment will be sent to you, the exhibitor.

3. Payments and Cancellations

3.1. Payments:

- 3.1.1. Bookings are NOT confirmed until a proof of payment has been received by IS³, Digital Industries (Pty) Ltd.
- 3.1.2. Payment for exhibition stands must be paid in full within 30 calendar days of pro-forma invoice but not later than 12 September 2025, or whichever comes first.
- 3.1.3. If payment is not made by the above deadline your booking will be automatically cancelled, the stand space released, and you will be liable for the cancellation penalties as per clause 3.2.
- 3.1.4. Amendments to your booking will be at a cost of R500.00 (five hundred rand) per amendment to the booking.

3.2. Cancellations:

- 3.2.1. Bookings cancelled before 16 August 2025 will be charged a 20% cancellation fee.
- 3.2.2. Cancellations between 16 August 2025 and 31 August 2025 will be charged a 50% cancellation fee.
- 3.2.3. Cancellations on or after 01 September 2025 will be charged a 100% cancellation fee.
- 3.2.4. No shows will not be refunded.
- 3.2.5. 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.
- 3.2.6. Should your booking be cancelled, all collateral and promotional items are also forfeited.

4. Videos and Photos

- 4.1. The Exhibitor hereby consents to his or her company photos / video footage being collected at the Event by the company's authorised 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:
 - 4.1.1. Social Media: Facebook, Twitter, Instagram, YouTube, LinkedIn
 - 4.1.2. Websites
 - 4.1.3. Presentations: Internal or external presentations
 - 4.1.4. Printed and/or Digital Publications: Leaflets, newsletters, posters, podcasts, and other marketing materials.

- 4.1.5. Print and/or Digital Media: National, regional and/or local newspapers, magazines, and news sites
- 4.1.6. The exhibitor is allowed to advertise their participation on the below mentioned platforms (applicable for pre-event/event & post event).
- 4.1.7. Social Media: Facebook, Twitter, Instagram, YouTube, LinkedIn
- 4.1.8. Websites
- 4.1.9. E-mail Campaigns
- 1.2 On confirmation of the exhibitor's registration for the event, the exhibitor will be provided with the relevant communication and design package that must be utilised for this purpose without modification unless agreed to by IS³ in writing.
- 1.3 Exhibitors are welcome to take photos/videos of the video; however, they take full responsibility for their own actions in respect of POPIA. IS³ will not be held responsible.

5. Intellectual Property

- 5.1. 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.
- 5.2. The Exhibitor understands that he/she is prohibited from recording any footage at the Event, not related to their specific exhibition and / or using any footage of the Event without the consent of the Company.
- 5.3. The Exhibitor consents to the Company creating and using any on-site recordings of the Exhibitor by any means including, and without limitation, electronic recording, film, videotape, audiotape, and photography (the "Recordings") without compensation of any kind to the Exhibitor. The Exhibitor agrees that the Company shall be the copyright owner of the Recordings. The Exhibitor understands that the Company is not obligated to use the Recordings.
- 5.4. The Exhibitor warrants to the best of his/her knowledge, that his/her acts and statements contained in the Recordings will not violate any rights of any other person or company.
- 5.5. The Exhibitor indemnifies 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 Exhibitor agrees not to institute any legal action based on any of the grounds specified in this section and the Exhibitor fully indemnifies the Company from any loss or damage that you or any third party may suffer from the Recordings
- 5.6. The Exhibitor agrees that all the rights granted to the Company by the Exhibitor hereunder are irrevocable and perpetual, and the Exhibitor waives all rights to any equitable relief in connection with this.

6. Indemnity

- 6.1. By registering for the Event, the Exhibitor 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 Exhibitor also acknowledge that he/she is aware of the physical conditions and risks associated with his/her participation in the Event including any applicable regulations and requirements as published by the government of RSA. The Parties indemnify each other from and against any complaint, claim or action brought against a Party for failing to comply with

the provisions of the Agreement or any applicable legislation. Each Party's liability shall be limited to the value of the applicable PO. Neither Party shall be liable for any special, indirect, consequential, or pure economic loss, costs, damages, charges, or expenses that may be suffered by the other Party. Nothing contained in this clause shall limit a Party's liability in respect of fraud, unlawful acts, wilful misconduct, gross negligence, or where it would be unlawful for a Party to attempt to do so.

- 6.2. It is the responsibility of the Exhibitor/s to arrange appropriate insurance cover in connection with his/her attendance at the Event.
- 6.3. The Exhibitor acknowledges that the views expressed at the Event by speakers, sponsors and/or exhibitors are their own and not those of the Company or its Affiliates. 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 Exhibitor. 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 Exhibitor 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.