

EVENT TERMS AND CONDITIONS

DELEGATE STANDARD TERMS AND CONDITIONS

1. DEFINITIONS

In these Terms and Conditions:

1.1 Unless the context clearly indicates a contrary intention, the following words and expressions bear the meanings assigned to them hereunder and cognate expressions bear corresponding meanings:

1.1.1 "Congress" means annual OSSA Congress (OSSA) hosted by the Ophthalmological Society of South Africa, as well as its contracted conference management company, Rhyno Kriek Communication having registration number: 1998/009381/23, and shall include its successors-in-title;

1.1.2 "Cancellation Fee" means a fee as specified in clause 5.2 levied by the Congress to the Delegate upon receipt by the Company of a written request by the Delegate to cancel this Agreement.

1.1.3 "Delegate" means the party registering to attend the Event in terms of these Terms and Conditions.

1.1.4 "Event" means The Annual Congress or other such event of The Society and/or the Company as described in the Event Registration Form and in respect of which the Delegate is seeking to register and attend;

1.1.5 "Event Registration Form" means the Company's Delegate Application for Registration Form in respect of the Event and being the form duly completed and lodged by the Delegate with the Congress for the purposes of registering to attend the Event in terms of these Terms and Conditions;

1.1.6 "In Writing" means, in the case of the Congress or The Delegate, as the case may be, a written letter, e-mail and/or other written document duly issued by the Congress or The Delegate, as the case may be, and signed by one or more of its directors and/or senior managers who is/are duly authorised thereto;

1.1.7 "Parties" means the parties to these Terms and Conditions, being the Congress and the Delegate;

1.1.8 "Registration Fee" means the Congress' applicable price, if any, for the registration for and attendance at the Event by the Delegate; provided that not all Events have Registration Fees applicable thereto;

1.1.9 "Submission" means the transmission electronically or by facsimile or by hand by the Delegate of the Application for Registration to the Company, provided that the Company shall be required to confirm receipt by automated response or in any other manner;

1.1.10 "Terms and Conditions" shall mean this document, setting out the terms and conditions applicable between the Congress and the Delegate (and, where applicable, also The Society) in respect of the Delegate's registration for and attendance at the Event

1.1.11 "The Society"; the Ophthalmological Society of South Africa (OSSA) and

1.2 Subject to clauses 1.3 and 1.4 hereunder, defined terms appearing in these Terms and Conditions in title case and in bold shall be given their meaning as defined, while the same terms appearing in lower case and/or not in bold shall be interpreted in accordance with their plain English meaning.

1.3 The words "include" and "including," mean, "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.

1.4 The word "clause" or "clauses" refer to clauses of these Terms and Conditions.

1.5 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.

1.6 Reference to “days” shall be construed as calendar days unless qualified by the word “business”, in which instance a “business day” shall be any day other than a Saturday, Sunday or public holiday in the Republic of South Africa. Any reference to “business hours” shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard time.

1.7 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

1.8 No provision herein contained shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted and/or introduced such provision.

2. AGREEMENT

The Delegate agrees that:

2.1 Submission of the Event Registration Form shall constitute unconditional acceptance of the offer by the Society to the Delegate for attendance of the Event, subject to payment of the Registration Fee (if any) on the Terms and Conditions set out herein;

2.2 These Terms and Conditions, together with all rules and/or regulations relating to the Event published by the Congress on its and/or The Society’s (as the case may be) website and/or issued In Writing by the Congress and/or The Society from time to time, will govern the Delegate’s registration for and attendance at the Event;

2.3 any conflicting terms and/or conditions stipulated by the Delegate are expressly excluded;

2.4 these Terms and Conditions supersede all previous terms, conditions and/or agreements relating to the Delegate’s registration for and attendance at the Event; and

2.5 in certain cases, the Event is being organised and managed by the Congress for and on behalf of The Society at the venue and on the dates and times specified by the Congress in the Event Registration Form; provided that the Company shall have the right to make changes to the exhibit hours, if applicable, with any such changes to be made as far in advance of the Event as reasonably possible.

3. REGISTRATION FOR THE EVENT

3.1 Subject to the provisions of clause 3.8, the Delegate will be entitled to register to attend the Event (subject to availability) by either providing the Congress with a signed Event Registration Form accompanied, where applicable, by proof of payment of the Registration Fee or by submission of the Event Registration Form, online via the Congress website and, where applicable, payment of the Registration Fee through the Congress' website (as the case may be).

3.2 In the event of a Registration Fee being payable in respect of the Event, such Registration Fee will be in the sum indicated in the Event Registration Form and includes documentation for and access to the Event (including, if applicable, access to the Exhibition Hall) as well as those refreshments and/or meals at the Event, if any, specified in writing by the Congress as being included in the Registration Fee.

3.3 In the event of a Registration Fee being payable in respect of the Event, payment thereof shall be paid by the Delegate to the Congress in full simultaneously with the Delegate registering to attend the Event or as soon as possible after the invoice was sent to the Delegate and before the applicable cut-off dates indicated as the early-bird cut-off, standard fee cut-off and late fee cut-off dates provided on the Congress website.

3.4 Should the Delegate, on the event Registration Form specify that any person or entity other than the Delegate shall effect payment of the Registration Fee then, in such event, the Delegate and such third party shall be jointly and severally liable to the Congress for the payment of the Registration Fee and the Delegate warrants that the Delegate is duly authorised to bind the third party to the terms and conditions specified in this agreement and in particular to payment of the Registration Fee (if any).

3.5 Such Registration Fee shall be payable by the Delegate to the Congress in cash, in South African currency (Rands) and free of any exchange, deduction and/or set-off. Payments can be made using a credit card or by bank transfer or by direct deposit, paid into the Congress bank account specified in the Event Registration Form. All bank fees and/or money transfer costs shall be for the account of the Delegate and the Delegate must indicate as a reference on all bank deposits, transfers and communications his/her name and, if issued at such time, his/her Event registration number.

3.6 The Delegate hereby consents and authorises the Congress to furnish his/her name, credit record and payment history to any credit bureau as a delinquent debtor in the event of any default by the Delegate in respect of any payment due by him/her to the Congress in terms of these Terms and Conditions

3.7 The Delegate shall not be entitled to withhold payment of the Registration Fee, or any portion thereof, for any reason whatsoever, including due to any dispute that may be pending between the Parties, nor shall the Delegate be entitled to make any deduction from the Registration Fee or set-off any alleged claim against any amount/s, or any portion thereof, due by the Delegate to the Congress.

3.8 Registering to attend the Event in terms of clause 3.1 and/or payment by the Delegate of the applicable Registration Fee, if any, shall not guarantee the Delegate's registration for and attendance at the Event in that the Delegate's registration for and attendance at the Event is subject to availability, with the Congress only being able to accept and/or confirm any such registration to attend the Event by a Delegate in the event of there still being places available for delegates at the Event once the Delegate has so registered therefor and, if applicable paid the Registration Fee in full to the Congress. If the Delegate cannot be accommodated at the conference, the Delegate's Registration shall be cancelled and the full Registration Fee shall be refunded to the Delegate within fourteen days of payment by the Delegate to the Congress of the Registration Fee (if any).

3.9 Non-payment of an applicable Registration Fee or any part thereof by the Delegate to the Company shall entitle the Company and/or The Client to refuse the Delegate admission to the Event.

4. ATTENDANCE AT THE EVENT

The Delegate agrees that the purpose of the Event is the professional education of persons attending and the Delegate undertakes to conduct itself accordingly. The Congress reserves the right to determine eligibility of any Delegate.

5. CANCELLATION POLICY

5.1 Subject to the provisions of clauses 5.2 to 5.5, notification by the Delegate of his/her wish to cancel his/her registration for the Event must be made in writing and sent to the Congress by e-mail, which notification must include all the relevant information regarding the bank

account to which a possible refund of a portion of the applicable Registration Fee, if any, may be remitted in the event of the Delegate qualifying for a refund in terms of clause 5.2.

5.2 In respect of those Events where a Registration Fee is payable by the Delegate:

5.2.1 The Delegate specifically recognises and agrees that the Congress will sustain losses in the event of the Delegate cancelling his/her registration for the Event, particularly where he/she fails to provide timely notice of cancellation, which losses include the inability to replace those cancelling, as well as advertising costs and harm to its credibility. Accordingly, in the event of such written notification of a request to cancel being received by the Congress from the Delegate the Congress shall be entitled to levy a Cancellation Fee when a written request for cancellation is received as follows:

5.2.1.1 up until 90 days prior to the first day of the event: 10% of the Registration Fee;

5.2.1.2 between 89 and 30 days prior to the first day of the event: 50% of the Registration Fee;

5.2.1.3 within 30 days of the first day of the event: 100% of the Registration Fee.

5.3 Cancellation by the Delegate of his/her registration for the Event will not be effective until an acknowledgment of cancellation is issued In Writing by the Congress.

5.4 In circumstances where the Event cannot be held or is postponed due to events and/or circumstances beyond the control of the Congress and/or due to events and/or circumstances which are not attributable to the wrongful intent or gross negligence of the Congress, the Congress and/or The Society shall not be liable to the Delegate for any direct and/or indirect damages, costs and/or losses incurred as a result, including transportation costs, accommodation costs and/or financial loss.

5.5 Under the circumstances described in clause 5.3 and subject to clause 5.5, the Company shall have the right either to retain the entire Registration Fee paid, if any, and to use it for the Delegate's attendance at the Event postponed for a future date, or to reimburse the Delegate the Registration Fee, if any, paid by him/her after deducting costs already incurred for the organisation of the Event and which cannot be recovered by the Company.

5.6 Further under the circumstances described in clause 5.3, the Delegate may be notified of a revised date, if any, for the Event and the Delegate shall have the right, on written notice to the Congress to be given at least 6 (SIX) weeks before the revised date for the Event, to cancel his/her registration for the Event, and upon timeously giving such notice, the Delegate shall be entitled to receive a full refund of the Registration Fee, if any, paid by him/her [to be paid to the Delegate within 8 (EIGHT) weeks of receipt by the Congress of the Delegate's said written notice]. In the event of the Delegate not timeously giving such written notice, his/her attendance at the postponed Event shall automatically be confirmed and his/her registration will be transferred to the new Event date and these Terms and Conditions will apply to the transferred registration and postponed Event, mutatis mutandis.

5.7 Notwithstanding the provisions of clauses 5.1 and 5.2 should the Delegate die before the event, the Congress shall refund the Registration Fee paid by the Delegate to the Executor of the Delegate's estate or, should payment have been effected by any third party, to such party.

5.8 Notwithstanding the provisions of clauses 5.1 and 5.2 should the Delegate be precluded from attending the Event by virtue of the Delegate's hospitalisation, the Congress shall refund to the Delegate that portion or the whole of the Registration Fee determined pro rata to the Delegate's period of hospitalisation. The Congress shall effect the refund on receipt of such written confirmation of the Delegate's hospitalisation as may be regarded reasonable in the circumstances provided that the Congress shall not be required to effect any refund if no such written confirmation is received.

5.9 The Congress in its sole and absolute discretion may permit substitution of the Delegate with another Delegate subject to payment of an administration fee provided that no such substitution of the Delegate will be considered by the Congress within ten (10) days of the first day of the event.

6. SECURITY, INSURANCE AND NON-LIABILITY

6.1 The Delegate acknowledges that the layout of the conference room/s (and/or exhibition area and hall/s, if any) as well as the number of people attending the Event make it impossible for adequate security to be provided to protect the Delegate and/or his/her property. Furthermore, the Delegate acknowledges that any security measures and/or guards provided at the Event may be inadequate, and that the Company has made no representations regarding the adequacy of such security measures and/or guards. The Congress therefore recommends that the Delegate consults his/her own insurance and security advisors to obtain appropriate insurance cover for the Event. It is

confirmed in this regard that the Delegate is responsible for taking, and is encouraged to take, both precautionary measures of his/her own and appropriate insurance cover and security advice in connection with his/her attendance at the Event. The Congress, The Society and/or any other party associated with the Event in any capacity shall not be liable for any kind of losses and/or damages suffered by the Delegate relating directly and/or indirectly to the Event and/or the Delegate's attendance thereat, including that to his/her personal property. The Delegate assumes all risk of loss and damage to his/her person and/or property belonging to him/her and/or under his/her control and/or possession whilst attending the Event, including where such loss and/or damage results from theft, vandalism, and/or any act or omission of the Congress, The Society and/or any other party associated with the Event (or any of their agents and/or representatives) and/or any other person whether authorised or not authorised to be present at the Event.

6.2 Neither the Congress, The Society nor any other party associated with the Event (nor any of their agents and/or representatives) will, under any circumstances, be liable for any injury, loss and/or damages, whether special, general, direct, indirect and/or consequential, suffered by the Delegate, his/her family members, employees, invitees, guests and/or customers, arising directly and/or indirectly from the Event. All warranties (whether express or implied) relating to the Event are excluded. The Company accepts no liability for any loss and/or damages whatsoever that the Delegate, his/her family members, employees, invitees, guests and/or customers may suffer in connection with and/or arising directly and/or indirectly from the Event or otherwise (including loss of profit, loss of business and/or any other type of economic loss). The Delegate hereby indemnifies the Company, The Client and any other party associated with the Event against all claims of whatsoever nature that may be made against the Company, The Client and/or such other party arising directly and/or indirectly from the Event. The Delegate is responsible for taking, and is encouraged to take, appropriate insurance cover in connection with the foregoing.

7. PHOTOGRAPHY AND VIDEOGRAPHY DISCLOSURE

The Delegate hereby:

7.1 consents to the Congress and/or The Society and/or their representatives taking photographs and/or video recordings at the Event of all Event related activities and parties, including the Delegate;

7.2 permits the Congress and/or The Society and/or their representatives to use and distribute such footage, which may feature images of the Delegate, in advertising, social media posts, promotions and/or other such marketing endeavours and/or documents of the Congress and/or The Society and/or their representatives, whether in hardcopy, electronically or otherwise;

7.3 waives his/her right to inspect and/or approve the photographs and/or video recordings and/or other finished products incorporating such graphics, including copies that may be created and/or appear in connection therewith;

7.4 consents to the Congress and/or The Society owning the copyright in such photographs and/or video recordings and/or derivatives thereof, with the Delegate waiving any claims based on the usage thereof and/or the works derived therefrom.

8. JURISDICTION, COSTS, CERTIFICATE AND CAPACITY

8.1 The Delegate hereby consents, in terms of Section 45 of the Magistrates' Court Act, No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court having territorial jurisdiction over the Delegate, notwithstanding that any action or proceeding arising herefrom would otherwise be beyond the jurisdiction of such Court; provided that the Congress shall always have the right (at its election) to institute any action or proceedings in any other competent Court having jurisdiction and, in the event of the Congress exercising such election so as to institute any such action or proceedings in any division of the High Court of South Africa, the Delegate agrees that this shall have no adverse effect on the Congress' right to claim costs on the High Court scale as between attorney and own client as envisaged in clause 8.2.

8.2 In the event of the Company having to instruct an attorney to enforce any of its rights against the Delegate in terms of these Terms and Conditions or otherwise, the Delegate shall be liable for and shall pay to the Congress the attorney and own client costs incurred by the Congress in connection therewith, including, where applicable, collection commission and tracing agents charges.

8.3 The Delegate hereby agrees that a certificate signed by any director or manager or chair of the Congress (whose authority, appointment and designation it shall not be necessary to prove) as the existence and amount of any indebtedness of the Delegate to the Congress at any time in terms of these Terms and Conditions, shall be prima facie proof (sufficient evidence) of the amount of such indebtedness to the Congress and the fact that such amount is due, owing and payable by the Delegate to the Congress.

8.4 The Delegate by the submission of the Event Registration Form warrants that he/she has full capacity to conclude this contractual agreement with the Congress as set out in these Terms and Conditions, and that he/she has read and understood the provisions contained in these Terms and Conditions and agrees to be bound thereby. In the event of the Delegate reserving a Stand and/or registering for the Event via the Congress' or The Society's (as the case may be) website on-line booking and registration platform and facility, it is confirmed that such on-line booking and registration procedure expressly requires the Delegate to acknowledge having read and understood and agree to be bound by these Terms and Conditions.

9. OTHER TERMS AND CONDITIONS

9.1 The Delegate shall comply with all reasonable requests and/or instructions of the Congress, and/or any other party associated with the Event in any capacity, with respect to his/her registration for and attendance at the Event.

9.2 The Delegate shall conduct himself/herself in a decorous manner at the Event in order not to be objectionable to other delegates, exhibitors, the Congress, The Society and/or the public.

9.3 The Congress reserves the right to remove the Delegate from the Event if the Delegate and/or his/her conduct is deemed detrimental to the overall Event, its venue, other delegates and/or exhibitors, the Congress, and/or the public.

9.4 The Delegate assumes full responsibility and liability for the actions of his/her family members, agents, employees, guests, invitees, customers and/or independent contractors, whether acting within or without the scope of their authority, and agrees to hold the Congress harmless from responsibility or liability resulting directly and/or indirectly, and/or jointly, from the actions and/or omissions of the Delegate's family members, agents, employees, guests, invitees, customers and/or independent contractors, whether acting within or without the scope of their authority.

9.5 Attendee List – Any list of attendees provided to the Delegate shall be kept strictly confidential by the Delegate and retained securely and not distributed by him/her to other parties.

9.6 Each Delegate is responsible to book and pay their own accommodation for the event, unless expressly comminated to an individual that the Congress will arrange the Delegate's accommodation. Insofar as the Congress may provide to the Delegate the service of booking hotel

and/or other such accommodation for the Delegate at the Event, the Delegate agrees and confirms that the Congress does not make any representations whatsoever of and concerning such accommodation, including any warranties of and concerning its suitability, location, standard, safety and/or security. Furthermore, the Delegate agrees that the Congress shall not be liable for any harm, damages and/or loss of any nature whatsoever suffered by the Delegate and/or his/her family members, partners, customers, employees and/or invitees arising directly and/or indirectly from the booking and/or use of the accommodation concerned, with the Delegate further indemnifying and holding the Congress harmless in respect of all claims arising directly and/or indirectly from such booking and/or use of such accommodation.

9.7 By registering on this website as a user or registering for an event, you grant the OSSA Congress, OSSA, RK Communication & DigiLuntu permission to add your details to the congress mailing list for the purpose administrating the congress and processing personal information for the purposes of the Event. Your personal information will not be shared with any third party outside the ones listed in 9.7 in accordance with the Protection of personal information Act of the Republic of South Africa.

9.8 Permission to add the Delegate's personal details to a marketing list for future events of a similar nature will be requested upon completing a event registration or other communications.

10. VARIATION

10.1 These Terms and Conditions represent the entire agreement between the Parties in respect of the subject matter hereof and no alteration, variation, cancellation of and/or addition to these Terms and Conditions will be of any force or effect unless agreed to In Writing by the Congress.

10.2 No indulgence, extension of time, relaxation and/or latitude of whatsoever nature which the Congress may show, grant and/or allow to the Delegate shall constitute a waiver by the Congress of any of its rights and/or remedies or act as an estoppel against the Congress in respect of any of its rights and/or remedies.

10.3 If any of the provisions contained in these Terms and Conditions are invalid and/or unenforceable, or become so, such invalid and/or unenforceable provisions shall be severable from the remainder of the provisions in these Terms and Conditions, which remaining provisions shall nevertheless remain valid and binding. The Delegate agrees that each of the provisions of these Terms and Conditions shall be capable

of being enforced, notwithstanding that any one or more of other provisions herein contained may not be so capable of being enforced for any reason whatsoever.

11. NOTICES AND DOMICILIUM

The Delegate selects as his/her chosen domicilium citandi et executandi for the giving of any notice to him/her and/or the service of any documents on it in terms of these Terms and Conditions, his/her physical address specified in the Event Registration Form.

12. APPLICABLE LAW

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Republic of South Africa in all respects.

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