



14 - 25 June 2021, Digital Event

## BUYER TERMS & CONDITIONS

### 1. Introduction

These are the terms and conditions (the "Agreement") governing your participation in the Do Not Disturb (the "Digital Event") owned and operated Do Not Disturb Ltd. By registering for the Digital Event you agree to these terms, which form a binding legal contract between the Digital Event owner and host, Do Not Disturb Ltd ("DND" or "Owner and Organiser") and the registered participant ("you", "buyer" or "Participant"). By completing the registration on behalf of another individual you are warranting that you have made the Participant aware of these terms and that they have accepted these terms.

### 2. Participation Requirements

2.1. Your registration entitles you to access to the Do Not Disturb Digital Event taking place online and scheduled to take place from 14-25 June 2021. Any and all other costs associated with your attendance shall be borne solely by you, and Digital Event shall have no liability for such costs.

2.2. By participating in the Digital Event you acknowledge and agree to have in place the necessary computer hardware, software and internet connection required to access the digital event platform and participate.

2.3. By participating in the Digital Event you acknowledge and agree to spend a minimum of 3 hours per day on the Digital Event platform engaging with exhibitors in either pre-scheduled appointments or the content and networking elements provided.

2.4. By participating in the Digital Event you acknowledge and agree to spend the necessary time making and accepting appointment requests in the week prior to the event going live in order to achieve the 40 minimum pre-scheduled appointments target for each participant.

2.5. By participating in the Digital Event you acknowledge and agree to grant DND the right at the Digital Event to record, film, live stream, photograph, or capture your likeness in any media now available or hereafter developed and to distribute, broadcast, use, or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to DND includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use or disseminate the media.

2.6. You acknowledge and agree that DND, in its sole discretion, reserves the right to change any and all aspects of the Digital Event, including but not limited to, the Digital Event name, themes, content, program, speakers, performers, hosts, moderators, venue, and time.

### 3. Prohibited Conduct

3.1. By registering for a DND Digital Event you agree not to sell, trade, transfer, or share your complimentary access link and/or code, unless such transfer is granted by the Organiser. By registering for a paid for Digital Event, you agree not to share, sell or trade your access. If DND determines that you have violated this policy, DND may cancel your access, retain any payments made by you, report you to law enforcement authorities, and ban you from future Digital Events.



3.2. You acknowledge and agree that DND reserves the right to remove you from the Digital Event if DND, in its sole discretion, determines that your participation or behaviour create a disruption or hinder the Digital Event or the enjoyment of the Digital Event content by other attendees.

3.3. Participants may not record, broadcast, live stream or videotape audio or video of sessions at DND Digital Events.

3.4. DND reserves the right to deny participation to anyone who engages in or is reputed to engage in unethical or non-compliant business practices.

3.5. In addition to the requirements and prohibitions set forth in this Section 3, DND may also exclude any prospective participant from registering for or participating in any Digital Event, in DND's sole discretion.

## 4. Fees, Registration And Cancellation Policy

4.1. The payment of any applicable fee for the Digital Event is due upon registration. If such payment is insufficient or declined for any reason DND may refuse to allow you to access the Digital Event and you shall have no liability in that regard.

4.2. The fees may be subject to sales tax, value added tax, or other taxes and duties which, if applicable, will be charged to you in addition to the fees.

4.3. In the event the Buyer cancels their participation in DND or a substantial part thereof more than 45 days prior to the Start Date no additional fees will become due and/or payable. The following fee (each a "Participation Fee") is due and payable (as applicable), in the event that the Buyer cancels their participation in DND or a substantial part thereof or fails to attend the show: 6.2.1. £350 if cancellation is between 45 and 30 days (inclusive) prior to the Start Date; 6.2.2. £500 if cancellation is between 29 and 15 days (inclusive) prior to the Start Date; 6.2.3. £750 if cancellation is between 14 to 5 days (inclusive) prior to the Start Date; 6.2.4. £1,000 if cancellation is 4 days or less prior to the Start Date. 6.3. The Buyer may avoid any Single Participation Fee if they can be replaced by a person with the equivalent role and seniority within their organisation, pending approval in writing by DND at its absolute discretion. All replacement name changes within 14 days of the Start Date, will result in the Buyer being charged an administrative fee of GBP £199 per change. 6.4. DND shall be entitled to charge an administration fee equal to the value of GBP £250 should the Buyer submit an Application and then decline attendance upon acceptance. 6.5. Any Single Participation Fee, Participation Fee or administration fee should be payable to DND within 14 days of receipt of an invoice. If the Buyer fails to do so, DND will suspend any further invitation to the Buyer and to their company and reserve the right to extend this suspension to an exhibition or event organised by DND or This is Beyond Ltd

4.4 The Buyer acknowledges that in arranging a pre-scheduled appointment, meeting or any other prescheduled event throughout the duration of any Exhibition (a "Scheduled Event") that DND has put time, cost and expense into arranging such Scheduled Event including development time. The Buyer acknowledges and agrees that if any Scheduled Event and to the extent such Scheduled Event are organised by DND the Buyer shall be liable to pay to DND an arrangement fee in the amount of £200 per Scheduled Event (and in accordance with the Rules and Regulations for DND) (a "Single Participation Fee") that is not attended by the Buyer throughout the duration of an Exhibition.

4.5. If DND is prevented from carrying out its obligations as it pertains to the Digital Event you registered for as a result of any cause beyond its control, or such Digital Event cannot be Virtually conducted because of a software or issue with the hosting platform or due to acts of God, strikes, labour disputes, government requisitions, restrictions or war or apparent act of war, terrorism, disaster, civil disorder, epidemic or pandemic, curtailment or restriction on transportation facilities, or any other comparable calamity, casualty or condition (collectively a "Force Majeure") DND shall have the right to immediately terminate the affected Digital Event without liability and shall be relieved of its obligations to Registrant. If the affected Digital Event is terminated due to a Force Majeure occurrence before the first day of the Digital Event, then DND will reschedule the affected Digital Event and your registration fee will be applied to the rescheduled dates.



4.6. Once you have completed your registration, you will receive your registration confirmation by email. Please ensure that your valid email is entered correctly on the registration form. Be sure to check your junk email box too in case any of your Digital Event email(s) are caught by spam filters.

4.7. You will receive essential information for registered attendees electronically at the email address and mailing address that are provided on your registration form.

## 5. Privacy Policy

All your information will be processed in accordance with our Privacy Policy, which can be found at <https://www.thisisbeyond.com/privacy-policy/> and is specifically incorporated herein.

## 6. Intellectual Property

6.1. All intellectual property rights in and to the Digital Event, the Digital Event content, and all materials distributed at or in connection with the Digital Event are owned by DND, or the Digital Event exhibitors, sponsors and/or speakers presenting at the Digital Event. You may not use or reproduce or allow anyone to use or reproduce any trademarks or other trade names appearing at the Digital Event, in any Digital Event content or in any materials distributed at or in connection with the Digital Event for any reason without the prior written permission of DND.

6.2. For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under license by DND or any of its affiliates; nor does this Agreement grant to you any right or license to any other intellectual property rights of DND or its affiliates, all of which shall at all times remain the exclusive property of DND and its affiliates.

## 7. Disclaimer Of Warranties And Limitation Of Liability

7.1. DND gives no warranties in respect of any aspect of the Digital Event or any materials related thereto or offered at the Digital Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness, and merchantability. The Digital Event is provided on an "as-is" basis. The views, opinions, and positions expressed by the exhibitors, speakers, attendees, or sponsors at the Digital Event are theirs alone and do not necessarily reflect the views, opinions, or positions of DND or any employee thereof. DND makes no representations as to accuracy, completeness, timeliness, suitability, or validity of any information presented by exhibitors, speakers, attendees, or sponsors at the Digital Event and will not be liable for any errors, omissions, or delays in this information or any losses, injuries, or damages arising from its display or use. DND does not endorse, and expressly disclaims all liability relating to, any of the products or services provided by exhibitors, speakers, attendees, or sponsors.

7.2. Except as required by law, neither DND nor its affiliates shall be liable for any direct, indirect, special, incidental, or consequential costs, damages or losses arising directly or indirectly from the Digital Event or other aspect related thereto or in connection with this Agreement.

7.3. The maximum aggregate liability of DND for any claim in any way connected with, or arising from, the Digital Event or this Agreement, whether in contract, delict, or otherwise (including any negligent act or omission), shall be limited to the amount paid by you to DND under this Agreement.



## 8. General

8.1. This Agreement shall apply to the DND 2021 Digital Event to the complete exclusion of any other terms and conditions whether oral or in writing.

8.2. DND shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond DND's reasonable control.

8.3. The headings in this Agreement have been inserted for convenience only and shall not be used for nor assist or affect its interpretation.

8.4. No variation of this clause as well as the balance of this Agreement shall be of any force or effect unless reduced to writing and signed by all the parties, excepting such variations by the Organiser as allowed in terms of this Agreement.

8.5. The parties agree that the rule of interpretation to construe contract terms against the drafter, namely the contra proferentem rule shall not be applicable.

8.6. No indulgence or extension, which the Organiser may allow to the Exhibitor, will be regarded as a variation of this Agreement, or a waiver of the Organiser's rights in terms of this Agreement.

8.7. This Agreement shall be governed by the laws of the Republic of South Africa and the parties shall submit to the exclusive jurisdiction of the courts of South Africa.

8.8. No remedy conferred by this Agreement is intended to be exclusive in any other remedy that is otherwise available in law, unless expressly limited in this Agreement. Each remedy shall be cumulative and in addition to any other remedy granted in terms of this Agreement or otherwise available in law. The election of any one or more remedy by any of the parties shall not constitute a waiver by such party of the right to pursue any other remedy.

8.9. This Agreement is not assignable, transferable or sub-licensable by you except with DND's prior written consent.

8.10. No agency, partnership, joint venture, or employment is created as a result of this Agreement and you acknowledge that you do not have any authority of any kind to bind DND in any respect whatsoever.

8.11. If any provision of this Agreement is rendered void, illegal or unenforceable in any respect such provision shall be severable and the validity, legality and enforceability of the remaining provisions of this Agreement shall remain in full force and effect.