

# Terms and Conditions

(Version effective as of 1 January 2019)

## Important Notice

- (1) Please read our terms of use carefully. Your use of our computerized services will be subject to the then current version of these terms published on our web site at [www.singularityusouthafricasummit.org](http://www.singularityusouthafricasummit.org) at the time of your use. If you do not accept our terms of use, you may not use our services.
- (2) Our terms contain specific provisions to limit our liability, allocate risk or liability to you or constitute acknowledgement of facts by you. You should pay particular attention to these terms since they limit your ability to recover losses that you may incur in connection with your use of our services.
- (3) If you are not yet 18, you must obtain your parents' or legal guardians' advance authorisation, permission and consent to be bound by our terms of use prior to you using any of our services or participating in any of the activities offered. If you are under 18 and fail to obtain such consent you may not use the services or participate in the activities. The use of some of our services may require that you are over 18 and of full legal capacity. In such event you should ask your parent or legal guardian to perform the transaction for you.
- (4) We may change our terms of use from time to time. Such changes will take effect as and when published. Therefore, you should keep up-to-date with their content and read these terms of use at all times prior to using our services since the then current version of the terms will apply to your use.

Should you have any questions regarding these terms of use, please send an e-mail to us at [support@susouthafrica.org](mailto:support@susouthafrica.org)

## Part A: General Information and Terms

### 1 General Information

For your convenience, we have listed below some general information about ourselves:

- “We” are the Organisers of the SingularityU South Africa Summit and “us” and “our” have a corresponding meaning herein.
- The Organiser of the Event(s) is a private company, Be Exponential Africa (Pty) Ltd, incorporated in accordance with the laws of the Republic of South Africa with registration number 2018/569038/07.
- The website is run by Magnesium Tech (Pty) Ltd, a group company of the Organiser and situated at the same address.
- Our address of establishment is at 34 Bowling Avenue, Wendywood, Sandton, South Africa, 2196 and we will accept service of all legal documents there.

- Our telephone number is Tel: +27 (0)11 259 7120
- Our web site is located at [www.singularityusouthafrica.org](http://www.singularityusouthafrica.org)
- Our e-mail address is [support@susouthafrica.org](mailto:support@susouthafrica.org)
- Our VAT number is 4060284942

## **2 Definitions**

In these terms of use:

- "We", "us" and "our" means The Organiser of the SingularityU South Africa Summit (and, unless the context indicates otherwise, its owners, employees, contractors, suppliers, service providers, agents and affiliates);
- "You" means the user of our services;
- Hyperlinks, which are not operational, will not in any way detract from the validity and interpretation of these terms.

## **3 General Conditions of Use**

(1) You are solely responsible for any and all fees that may apply to your communications with our computer systems.

(2) You may not access or use our computer systems for any purpose other than for utilizing the services offered via such systems in the normal manner. You may not access our computer systems for the purposes of redistributing or otherwise using any of our content for your own business purposes unless you are expressly licensed thereto by us in writing. You may not use your access to our computer systems in a manner that would bring us, our business and/or any of our affiliates into disrepute. Furthermore, you may not access our computer systems for unlawful purposes or use it in a manner which infringes our rights or the rights of any other person or restricts or inhibits the use of or enjoyment of our computer systems by any other person including the Sponsors and their affiliates. In this regard, you must comply with the laws, regulations and codes of conduct applicable to your use of our computer systems. You may not post or transfer any material to our computer systems that is unlawful or violates any third party's rights or which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of our or any other parties' computer system. We may delete any material you have submitted to our computer systems and/or suspend your access to any part of our computer systems at any time without notice.

(3) We do not usually monitor, edit, control or filter the content submitted to our computer systems by our users or related to our system on other platforms. Such content, including as may be found in blogs, forums, chat groups, comment sections and bulletin boards, do not represent our views and we have not authorized or endorsed such content. Such content should also not be viewed as professional advice of any kind, be it medical, legal, financial or otherwise. Please notify us if you have a complaint about the activities of or content submitted by a user of our computerised services.

(4) Notwithstanding that our computer systems may enable access to third party systems and that some third-party systems may contain enable access to our computer systems we do not control, endorse or approve the activities or content made available via any such third party

systems. Please contact the relevant system proprietor if you have a complaint about the activities or content made available via a third-party system.

(5) Proprietary rights (including without limitation, the trade marks, copyright and patent rights) in our computer systems and the content thereof belong to us and our licensors, including in the compilations, collective works and derivative works created incorporating the content of our users.

**(6) THE DOWNLOADING AND USE OF DATA FROM OUR COMPUTER SYSTEMS IS DONE AT YOUR SOLE DISCRETION. YOU SHOULD INDEPENDENTLY VERIFY THE COMPLETENESS AND RELIABILITY OF INFORMATION OBTAINED FROM OUR COMPUTER SYSTEMS. ALSO BE AWARE THAT VIRUSES OR CODE WHICH MAY HAVE A HARMFUL EFFECT ON YOUR COMPUTER SYSTEM COULD BE TRANSMITTED TO YOU. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUITABLE PROTECTION MECHANISMS TO PREVENT SUCH HARM FROM OCCURRING.**

**(7) ACCESS TO OUR COMPUTER SYSTEMS AND SERVICES IS PROVIDED TO YOU FREE OF CHARGE. RELIANCE ON AND USE OF OUR COMPUTER SYSTEMS, CONTENT AND SERVICES ARE THEREFORE AT YOUR OWN RISK. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE OF ANY KIND IN CONTRACT, DELICT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE ARISING IN CONNECTION WITH YOUR RELIANCE ON OR USE OF OUR COMPUTER SYSTEMS OR THE CONTENT OR SERVICES PROVIDED, SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY APPLICABLE LAW OR THE CONTRARY IS EXPRESSLY STATED.**

(8) We reserve the right, without notice and in our sole and absolute discretion, to make changes to any parts of our computer systems. We specifically reserve the right at any time to change or discontinue without notice, any aspect and/or feature of our services.

(9) We also reserve the right, without notice and in our sole and absolute discretion, to make changes to these terms of use. It is your responsibility to review our terms of use on each occasion prior to making use of our services. If you continue to use our computer systems and services after our amended terms of use has been published, it will constitute a deemed acceptance of such amended terms of use.

(10) You may be required to choose a user name and a password when registering with us or using some of our services. You are responsible for keeping your user name and password secret. You will be required to enter your username and password every time you want to use one of our subscription services. **YOU ACCEPT THAT YOU WILL BE PERSONALLY LIABLE FOR ALL TRANSACTIONS CONCLUDED ON YOUR ACCOUNT.**

(11) We are committed to protecting your privacy. We will collate the information which you give to us to provide you with services and personalize your use of our services. We may also use such information to inform you about changes in the services we offer and/or about features we think you would find of interest. By giving us information, you consent to our use of it for these purposes.

(12) We have to protect our business and secure our computer systems. Consequently, you should note that we may monitor and keep records of any communication that you may send to or receive from our computer systems and we may use, publish and disclose such communications for any lawful purpose. This may include our filtering of incoming and outgoing electronic data messages to identify, limit and/or prevent the transmission of unlawful or otherwise undesirable material or content.

## **Part B: Ticket Purchasing Terms**

### **1 General**

(1) All ticket prices for the Event(s) that occur in the Republic of South Africa are stated in South African Rand (ZAR) and are payable in ZAR. If you are making use of our service from outside South Africa you are solely liable for any currency conversion costs, exchange rate fluctuations and international bank fees that may be charged by your bank or financial services provider in addition to the advertised price of the ticket.

(2) Please Note: Either Bank Wire Transfer (Electronic Funds Transfer - EFT) or Credit Cards (American Express, Diners, Visa and Master card) are accepted for online credit card payments. Cheque payments are NOT accepted.

(3) Each ticket that you purchase from us is subject to these terms of use as well as the Event Organiser's terms and rules applicable to the particular event which primary terms are set out on the Booking Page. Each ticket that you purchase from us is intended to be a revocable license to attend the particular event to which the ticket pertains only and will not enable you to attend any other event.

(4) These terms of use apply only to the processes described herein. Your rights under the ticket issued to you are enforceable against the Event Organiser only and are regulated by the Ticket Terms. It is your responsibility to familiarize yourself with the relevant Ticket Terms before submitting a booking request.

(5) All payments must be made payable to Be Exponential Africa (Pty) Ltd.

(6) The SingularityU South Africa Summit 2019 reserves the right to amend the listed rates should the prevailing rate of VAT be increased or changed. The same applies should any new levy or tax be imposed.

### **2 Booking Process**

(1) To book tickets, you will be required to complete the prescribed booking form/sheet. You must be over the age of 18 and able to conclude binding contracts to submit a booking to us or, if you under the age of 18, you must have obtained the consent of your parents or legal guardian to submit a booking to us. If you do not comply with the aforesaid you may not submit any booking for tickets via our computer systems. We may require you to provide us with suitable documents proving your age and/or the consent of your parents or legal guardian prior to accepting any booking from you. You also need to have the requisite authority to book tickets on behalf of others from your company or associates failing which you may be liable for the full payment of the amount due.

- (2) You may (for corporate bookings) submit booking requests for tickets to us by emailing support@susouthafrica.org and completing our automated booking process and submitting your payment information to us in the prescribed manner. Our booking process will provide you with an opportunity to review the entire transaction, to correct any mistakes and to withdraw from the transaction before finally submitting your booking request. Please make sure that the booking details are correct before submitting the booking request, since it is unlikely that any mistake you make can be rectified later. We may limit your booking to a specified number of persons to discourage unfair booking practices.
- (3) Once submitted, your booking request will constitute an offer on the terms and conditions contained in these terms of use and that is open for acceptance by us to conclude a binding agreement with you. It is your responsibility to review such terms before making a booking. Following receipt of your booking request, we will send you a confirmation notice confirming acceptance or rejection of your booking request containing the relevant booking number.
- (4) A legally binding contract will be formed between us upon the earlier of (i) our sending of such a confirmation notice confirming our acceptance of your booking, or (ii) our delivery of the tickets ordered in accordance with these terms. We reserve the right not to accept or process your booking request and we will notify you if this is the case. In particular, we may refuse to sell you tickets to events for which you do not meet the specified qualification criteria, including if you do not comply with the minimum age for the particular event stipulated by law or if the number of persons in your booking exceeds any applicable limit specified for the relevant event.
- (5) Please note that while we will try to send to you a confirmation notice for every valid booking request we receive from you, we cannot guarantee that such confirmation notice will be received by you, nor that, if they are received by you, that they will be legible and uncorrupted. Your failure to receive such confirmation notice will not affect the validity of the agreement concluded between us in respect of a booking.
- (6) If you do not receive a confirmation notice after submitting your payment information, or if you experience an error message or service interruption after submitting your payment information, you should confirm with us whether or not your order has been received and processed. Only you may be aware of any problems that may have occurred during the booking process. **WE WILL NOT BE LIABLE FOR ANY LOSSES YOU MAY INCUR IF YOU ASSUME THAT A BOOKING WAS NOT PROCESSED BECAUSE YOU FAILED TO RECEIVE OUR CONFIRMATION NOTICE.**
- (7) The information you have submitted with your booking request will be processed as you have provided it. If you realise that an error has been made or that you need to make a change to such information, you should contact us immediately.
- (8) These terms of use shall override any contrary terms or conditions incorporated by you in your order and any such conflicting terms or conditions will not form part of any agreement concluded between us in respect of the booking of tickets.

(9) We will retain records of ticket purchases made by you and you will be able to access outstanding booking requests with us by request or log in. Such records may be archived at any time as from six months after your purchase and will then become inaccessible to you. For information on archived records you can call our Customer Care Centre.

(10) If any problems arise in respect of delivery or the handling of your ticket purchases, please contact us at [support@susouthafrica.org](mailto:support@susouthafrica.org) or on +27 (0)11 259 7120

### **3 Description and Pricing**

(1) The details of the Event(s) (including the details of the relevant Event Organiser, venues and seating arrangements) for which tickets are offered will be as described on our web site at [www.singularityusouthafrica.org](http://www.singularityusouthafrica.org).

(2) The supply of tickets offered to you depends upon the availability thereof. We may without prior notice change the price, change or discontinue the availability or change the description of venues or events for which tickets are made available.

(3) Unless otherwise stated, all ticket prices displayed are in South African Rand. All prices indicated as applying to tickets will be exclusive of delivery fees which may be separately charged to you in respect of all deliveries in accordance with the specified rates. In the event of a cancellation, exchange or replacement of tickets at your request a stipulated handling fee and/or a cancellation fee may also apply.

(4) All prices indicated as applying to tickets will be inclusive of VAT but exclusive of any other taxes and duties, which, unless otherwise indicated, will be charged separately if applicable.

### **4 Payment**

(1) You will be required to provide the necessary payment account details (such as credit card details) when submitting your booking request. By submitting a booking request to us, you authorise us to debit your designated account with the relevant amounts due for the tickets ordered. Such authorization will allow us to obtain payment at any time after our confirmation of your booking. We will not be obliged to issue any tickets to you prior to receiving full payment of the full agreed amount payable in respect of such tickets. Should we be unable to duly effect such payment for any reason your booking may be cancelled and your tickets may be resold to another customer without further notice. You warrant that you are duly authorised to make payments from the account designated by you. You also authorise us to pay all amounts to be refunded to you into such account.

A correctly completed registration will be acknowledged as "successful" on the website and an email will be generated and sent to the purchaser (who's email needs to be correctly and accurately input). Where tickets are successfully purchased by a buyer on behalf of others, for whom the buyer must have authorisation, a mail will be sent to each individual for whom a purchase and registration has been made and a voucher issued so that the relevant individual may go online and redeem and print his/her ticket.



A purchase will only be valid once full payment of the amount owed is received and cleared by the Organiser in advance of the Event and subject to other relevant terms and conditions contained herein.

## 5 Ticket Collection and Delivery

The following options are available based on your selection at the time of check out; You can:

- Download an electronic ticket or reference number
- Print your ticket(s) at home/office
- Have your ticket(s) delivered to you (Corporate Packages only)

(1) In the case of requested and confirmed delivery, we recommend that you ensure collection of your ticket(s) at least 48 hours before the event. You will be required to present your credit card, reasonably acceptable photo identification (ID book or passport) and any booking number that we may have issued to you. We will not be obliged to provide the tickets to anyone failing to provide us with such details.

(2) You may be provided with electronic tickets containing unique identification numbers, barcodes and/or access codes. You are responsible for keeping such identification numbers, barcodes and/or access codes secure since such identification numbers, barcodes and/or access codes will enable the first user thereof to access to the relevant event and only a single use thereof will be permitted.

(3) You may sometimes elect to have your tickets delivered to you at a specified delivery address. Such delivery will generally be done by courier. Any such delivery will be subject to the courier's delivery terms. **YOU ACKNOWLEDGE AND UNDERSTAND THAT YOU APPOINT THE COURIER ON SUCH COURIER TERMS WHEN YOU ELECT TO HAVE THE TICKETS DELIVERED TO YOU.** You will be required to pay the delivery fees charged by such courier for delivery of the tickets and such fees are not refundable under any circumstances.

(4) The courier will only deliver tickets within certain designated areas. If your specified delivery address does not fall within these areas, the courier will not be able to deliver the applicable tickets to you. If your specified delivery address is within the designated delivery areas, we will endeavour to have your tickets delivered to you within a reasonable time of your booking, but we will require at least 4 (four) working days (Mondays to Fridays excluding public holidays) from the date of purchase. Unless otherwise agreed, delivery will be made during business hours on working days (Monday to Friday 08h30 to 17h00) only, and may be arranged with you in advance.

(6) Upon delivery of tickets, you or any person accepting delivery on your behalf will be required to present the courier with your credit card and ID. We are entitled to assume that anyone other than yourself who receives delivery of the tickets at the specified delivery address is authorised to accept delivery on your behalf.

(7) Additional delivery fees may be charged for failed deliveries to the specified delivery address if nobody is present to accept delivery at a prearranged time.

## 6 Ticket Resales

(1) Reselling of tickets purchased from us is strictly prohibited. Any resale of tickets purchased from us (or attempt) will entitle us to cancel such tickets and to resell them to our other customers. The reseller will still be liable for the Fee and be liable for any costs incurred by the Organiser in attempting to rectify the situation. No ticket purchased from us may be used for advertising, promotion or competition purposes unless formal written authorization has been obtained from us, provided that even if such consent is obtained, you may not use our trademarks save as expressly authorised by us.

## 7 Lost, Stolen and Destroyed Tickets

(1) Only the first person using a ticket or, in the case of an electronic ticket, using the unique identification numbers, barcodes and/or access codes provided with such electronic ticket, will be permitted access to an event. Risk for loss and damage to the tickets shall pass to you upon your receipt thereof. Tickets that have been lost, stolen or destroyed will not be refunded or replaced for any reason.

## 8 Cancellations, Refunds and Exchanges

(1) Please refer to the Cancellations, Returns, Refunds Policy

## 9 Security

(1) We will try to ensure that sensitive payment information (such as your credit card details) provided to us are suitably protected. For such purposes we will implement reasonable security measures which may include cryptographic techniques to protect such information. **HOWEVER, WE DO NOT GUARANTEE THE ABSOLUTE SECURITY OF ANY INFORMATION YOU TRANSMIT TO US OR THAT IS TRANSMITTED TO YOU OR ANY OTHER PERSON.**

(2) Attendance at an event may be hazardous to the health or safety of the attendees or their property. **YOU ATTEND EVENTS AT YOUR OWN RISK. WE ARE NOT RESPONSIBLE FOR THE ARRANGEMENTS OF ANY EVENT OR FOR YOUR SECURITY OR THE SECURITY OF YOUR PROPERTY IN ATTENDING SUCH EVENT.** Please contact the relevant Event Organiser if you have suffered any loss or damage in attending an event.

(3) Please also refer to the Customer Data Privacy and Security Policy

## 10 Use of Your Personal Information

(1) Please refer to the Customer Data Privacy and Security Policy

## 11 Warranties and Liability



The Organiser does take responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods however the following warranties and liability clauses shall apply:

**(1) ALTHOUGH WE TRY TO ENSURE THAT THE PARTICULARS OF THE EVENT(S) THAT APPEAR ON OUR COMPUTER SYSTEMS ARE DISPLAYED AND DESCRIBED COMPLETELY AND ACCURATELY, WE DO NOT WARRANT SAME AND DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ANY LIABILITY ARISING FROM ANY OMISSIONS AND INACCURACIES PERTAINING TO SUCH DISPLAY AND DESCRIPTION SAVE TO THE EXTENT THAT SUCH LIABILITY IS CAUSED BY OUR GROSS NEGLIGENCE OR FRAUD.**

**(2) WE WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSSES OF ANY KIND WHATSOEVER ARISING IN CONNECTION WITH ANY BOOKING (WHETHER IN CONTRACT, STATUTE OR DELICT, INCLUDING FOR NEGLIGENCE), SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY LAW.**

**(3) IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH ANY BOOKING EXCEED THE TICKET PRICE ACTUALLY RECEIVED FROM YOU IN RESPECT OF SUCH BOOKING, IRRESPECTIVE OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, STATUTE OR DELICT, INCLUDING FOR NEGLIGENCE), SAVE TO THE EXTENT THAT SUCH LIABILITY CANNOT BE EXCLUDED BY LAW.**

### **Part C: Complaints and General**

(1) We aim to provide you with quality services. If, however, you feel that you have cause to complain, you can email us at [support@susouthafrica.org](mailto:support@susouthafrica.org) or call us on +27 (0)11 259 7120 on Monday to Friday 08h30 to 17h00 (GMT + 2h00). We will try to do our best to resolve any problems that arise. We require that you provide us with the following information as part of your complaint:

- Your full names, physical address, telephone number and email address
- The location and description of the service feature or transaction which is the cause of your complaint
- The problem with the service or transaction or rights that you allege to be infringed by such feature or component
- The actions you would like us to take to remedy the problem
- A statement confirming that you are making the complaint in good faith
- A statement confirming that the information you are providing to us is to the best of your knowledge true and correct
- Please incorporate your signature into the complaint

(2) Use of our computer systems and services are subject to the laws of the Republic of South Africa, and subject to the jurisdiction of any South African Magistrate's Court of competent jurisdiction in respect of your person to adjudicate on any dispute arising from or in

connection with these terms of use notwithstanding that the amount in dispute may exceed such court's jurisdiction, and you consent thereto. You agree to accept service of legal process at the addresses you may provide to us.

(3) These terms of use and the terms incorporated herein by reference and the relevant terms implied herein by applicable law constitute the entire agreement between you and us with respect to your use of our computer systems, the services offered and any products and services acquired through our computerised services. These terms of use shall override any contrary terms or conditions incorporated by you in your communications with us and any such conflicting terms or conditions will not form part of the agreement concluded between us.

(4) Our failure to enforce any provision of this agreement strictly will not be construed as a waiver of any provision or right. In the event that a portion of this agreement is held unenforceable or invalid by any competent authority, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in force and effect to the fullest extent permitted by the law.

(5) You may not subcontract, cede, delegate, transfer or assign any of your rights, obligations or duties hereunder to any other person without our prior written consent. We may cede, delegate, transfer and assign our rights, obligations and duties hereunder to any other person.

**(6) WE WILL BE EXCUSED FROM A FAILURE TO PERFORM OR DELAY IN PERFORMANCE OF OUR OBLIGATIONS HEREUNDER IF AND TO THE EXTENT THAT CIRCUMSTANCES OUTSIDE OUR REASONABLE CONTROL PREVENT OR DELAY SUCH PERFORMANCE.**

#### **Part D: Organiser Information**

The Organiser's details are [support@susouthafrica.org](mailto:support@susouthafrica.org) and 011 259 7120

For Sponsors: [mic@susasummit.org](mailto:mic@susasummit.org)

For Exhibitors: [charlene@susasummit.org](mailto:charlene@susasummit.org)

For Tickets: [support@susouthafrica.org](mailto:support@susouthafrica.org)

Be Exponential Africa (Pty) Ltd, the Organiser, chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, 34 Bowling Avenue, Wendywood, Sandton, 2196.