

**SIMON'S TOWN
VIRTUAL WEDDING EXPO
1-15 November 2020**



TERMS & CONDITIONS

THIS AGREEMENT SHALL BE GOVERNED, INTERPRETED AND IMPLEMENTED IN ACCORDANCE WITH THE LAWS OF THE REPUBLIC OF SOUTH AFRICA. Furthermore, by signing this agreement, you confirm that you have the legal capacity to do so.

These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (hereinafter referred to as the Exhibitor) and Simon's Town Business Association (STBA) (hereinafter referred to as the Association), concerning your participation and exhibition in the proposed online virtual Wedding Expo cited above.

You agree that you have read, understood, and agree to be bound by all of these Terms and Conditions.

1. Intellectual property: Unless otherwise indicated, the virtual Wedding Expo site is the Association's proprietary property. Except as expressly provided in these Terms and Conditions, no part of the site and no content or marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without the Association's express prior written permission.

1.2 The Exhibitor further agrees that all marketing material pertaining to the event will only be the written material and online material provided by the Association for that purpose. No use is to be made of the Association name or event name without consent from the Association.
2. Content: The Exhibitor is fully responsible for all content, flyers, brochures and digital material for their service marketing. All registration information the Exhibitor submits will be true, accurate, current, and complete. There may be Exhibitor information that contains typographical errors, inaccuracies, or omissions including descriptions, pricing, availability, and various other information. The Association reserves the right to correct any errors,

inaccuracies, or omissions and to change or update the information at our discretion.

3. The Exhibitor will be required to submit a brief description of their offering alongside the necessary contact information and social media/online information.
4. The Exhibitor agrees to use the relevant social media handles as well as online platforms to promote the event.
5. Commencement and Duration: The parties agree that this agreement shall commence on date of signature
6. The Simon's Town Business Association cannot be held responsible for any special offers / competitions offered by the exhibitors. Contact the Exhibitor directly for their Terms & Conditions.
7. Cancellation: The Exhibitor agrees to inform the Association immediately in writing should they need to cancel their participation in the event. No refund will be issued to the Exhibitor.
8. Liability: The Association shall not be liable to the Exhibitor or anyone else in respect of any claim, loss or damages, of whatsoever nature cause arising from or in connection with the services provided by the Association in respect thereof, except where it can be proved that the Association intentionally caused such loss or damage.
9. Indemnity: The Exhibitor undertakes to comply with all laws and legal requirements in regard to their set up, marketing material and product sales to avoid any third-party rights being infringed. The Exhibitor irrevocably and unconditionally indemnifies the Association against any loss, claim or liability of whatsoever nature arising from a breach of this undertaking or warranty.
10. Confidentiality: For the duration of this agreement and thereafter, the Exhibitor shall keep confidential and shall not disclose to any party the contents of this agreement or any aspect thereof, the /services employed by the Association in the fulfilment of its obligations in terms of this agreement and charges payable by the Exhibitor, sponsorship or advertising rates

Simon's Town Business Association