

UPAVON MANAGEMENT (PTY) LTD
(Registration No: 1995/05757/07)

SPONSOR 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 "**Company**" means Upavon Management (Propriety) Limited, a **Company**, duly registered and incorporated as such in the Republic of South Africa and having registration number: 1995/05757/07, and shall include its successors-in-title;
- 1.1.2 "**Cut-Off Date**" means the date specified as such in the **Event Sponsorship Form**;
- 1.1.3 "**Event**" means **The Client's** Annual Conference or other such event as described in the **Event Sponsorship Form** and in respect of which the **Sponsor** is sponsoring the entire, or an aspect of the **Event** (as the case may be);
- 1.1.4 "**Event Sponsorship Form**" means the Company's sponsorship form in respect of the **Event** and being the form duly completed and lodged by the **Sponsor** with the **Company** for the purposes of applying to sponsor the entire, or an aspect of, the **Event** (as the case may be) in terms of these **Terms and Conditions**;
- 1.1.5 "**Final Payment Date**" means the date specified as such in the **Event Sponsorship Form**;
- 1.1.6 "**In Writing**" means, in the case of the **Company** or **The Client** , a written letter, e-mail and/or other written document duly issued by the **Company** or **The Client** (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 "**Late Payment Surcharge Date**" means the date specified as such in the **Event Sponsorship Form**;
- 1.1.8 "**Sponsor**" means the party sponsoring the entire, or an aspect of, the **Event** in terms of these **Terms and Conditions**.
- 1.1.9 "**Sponsorship Fee**" means the amount payable, together with any applicable late payment surcharge thereon referred to in clause 3, together with value added tax on such amount/s, for the sponsorship in whole or in part (as the case may be) of the **Event** by the **Sponsor**;
- 1.1.10 "**Parties**" means the parties to these **Terms and Conditions**, being the **Company** and the **Sponsor**;
- 1.1.11 "**Terms and Conditions**" shall mean this document, setting out the terms and conditions applicable between the **Company** and the **Sponsor** (and, where applicable, also **The Client**) in respect of the **Sponsor's** sponsorship of the entire, or an aspect of, the **Event** (as the case may be); and
- 1.1.12 "**The Client**" means the party on whose behalf the **Company** is organising and managing the **Event** and whose identity will be specified in the **Event Sponsorship Form**.
- 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 **Sponsor** agrees that:

- 2.1 these **Terms and Conditions**, together with all rules and/or regulations relating to the sponsoring of the **Event** published by the **Company** on its and/or **The Client's** (as the case may be) website and/or issued by it and/or **The Client In Writing** from time to time, will govern the **Sponsor's** sponsorship of the entire, or an aspect of, the **Event** (as the case may be);
- 2.2 any conflicting terms and/or conditions stipulated by the **Sponsor** are expressly excluded;
- 2.3 these **Terms and Conditions** supersede all previous terms, conditions and/or agreements relating to the sponsorship of the entire, or an aspect of, the **Event** (as the case may be); and
- 2.4 in certain instances, the **Event** is being organised and managed by the **Company** for and on behalf of **The Client** at the venue and on the dates and times specified by the **Company** in the **Event Sponsorship Form**; provided that the **Company** reserves the right to make changes to the exhibit hours, and any such changes will be made as far in advance of the **Event** as reasonably possible, and the **Sponsor** will be notified accordingly.

3. SPONSORSHIP CONFIRMATION AND PAYMENT OF SPONSORSHIP FEE

- 3.1 Subject to the provisions of clause 3.7, The **Sponsor** will be entitled to apply to the **Company** to sponsor the entire, or an aspect of, the **Event** by providing the **Company** with a signed **Event Sponsorship Form**; provided that the **Company** shall not be obliged to accept any such application to sponsor, with the acceptance thereof being within its sole discretion and with the application to sponsor only deemed to be accepted by the **Company** upon it notifying the **Sponsor In Writing** of its acceptance of such application to sponsor.
- 3.2 The **Sponsorship Fee** payable by the **Sponsor** to the **Company** for the sponsorship of the entire, or an aspect of, the **Event** (as the case may be) shall be in the applicable sum indicated in the **Event Sponsorship Form** for the **Event**.
- 3.3 The **Sponsorship Fee** shall be payable by the **Sponsor** to the **Company** as follows:
- 3.3.1 in the event of the application to sponsor the entire, or aspect of, the **Event** (as the case may be) being made by the **Sponsor** on or before the **Cut-Off Date**, the **Sponsor** shall be obliged to pay 50% (FIFTY PERCENT) of the **Sponsorship Fee** to the **Company** immediately upon the **Company In Writing** accepting such application to sponsor, with the remaining 50% (FIFTY PERCENT) of the **Sponsorship Fee**, together with payment for all additional services, if any, requested by the **Sponsor** on the **Company's** Miscellaneous Services Form, to be paid by the **Sponsor** to the **Company** on or before the **Final Payment Date**; or
- 3.3.2 In the event of the application to sponsor the entire, or aspect of, the **Event** (as the case may be) being made by the **Sponsor** after the **Cut-Off Date** but prior to the **Late Payment Surcharge Date**, the **Sponsor** shall be obliged to pay the entire **Sponsorship Fee**, together with payment for all additional services, if any, requested by the **Sponsor** on the **Company's** Miscellaneous Services Form, to the **Company** immediately upon the **Company In Writing** accepting such application to sponsor; and
- 3.3.3 in all cases, in the event of the **Sponsor** failing to pay the **Sponsorship Fee** in full to the **Company** on or before the **Late Payment Surcharge Date**, the **Sponsor** shall be required to pay to the **Company**, in addition to the **Sponsorship Fee** and charges for all additional services, if any, a further amount, as a late payment surcharge, equivalent to 10% (TEN PERCENT) of the **Sponsorship Fee**.
- 3.4 The **Sponsorship Fee** and any late payment surcharge thereon and any applicable charges for all additional services, if any, requested by the **Sponsor** shall be payable by the **Sponsor** to the **Company** 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 **Company's** bank account specified in the **Event Sponsorship Form**. All bank fees and/or money transfer costs shall be for the account of the **Sponsor** and the **Sponsor** must indicate the name of the **Event** and its name as a reference on all bank deposits, transfers and communications.
- 3.5 In the event of a default by the **Sponsor** in respect of any payment due by it to the **Company** in terms of these **Terms and Conditions**, the **Sponsor** hereby consents to, and authorises, the **Company** to furnish its name, credit record and repayment history to any credit bureau as a delinquent debtor.
- 3.6 The **Sponsor** shall not be entitled to withhold payment of the **Sponsorship Fee** and/or any late payment surcharge thereon, or any portion thereof, for any reason whatsoever, including due to any dispute that may be pending between the **Parties**, nor shall the **Sponsor** be entitled to make any deduction from the **Sponsorship Fee** or set-off any alleged claim against any amount/s, or any portion thereof, due by the **Sponsor** to the **Company**.

- 3.7 The **Company** shall be entitled, and reserves the right, at any stage prior to payment in full of the **Sponsorship Fee**, together with the charges for those additional services, if any, requested by the **Sponsor** on the **Company's** Miscellaneous Services Form, to withdraw its acceptance of the **Sponsor's** application to sponsor the entire, or an aspect of, the **Event** (as the case may be) by notifying the **Sponsor In Writing** of its withdrawal of such acceptance, whereupon the **Sponsor** shall have no further right to sponsor the entire, or an aspect of, the **Event** (as the case may be) and the **Company** will refund to the **Sponsor** the aggregate amount, if any, received by it from the **Sponsor** in respect of the **Sponsorship Fee** and those additional services, if any, requested by the **Sponsor** on the **Company's** Miscellaneous Services Form, less a 25% (TWENTY FIVE PER CENT) handling fee, which handling fee the **Sponsor** hereby agrees to.

4. SPONSORSHIP EXPOSURE AND CONDUCT

- 4.1 In return for payment of **Sponsorship Fee**, the **Sponsor** shall be entitled to the sponsorship exposure and rights specified in clause 5. At the **Event** the **Sponsor** will not be permitted to display and/or distribute anything outside the confines of that permitted in terms of clause 5.
- 4.2 The **Sponsor** agrees that the purpose of the **Event** is the professional education of persons attending thereat and the **Sponsor** undertakes to conduct itself accordingly. The **Company** reserves the right to determine eligibility of any **Sponsor**, product and/or service.
- 4.3 The **Sponsor** shall not dismantle any of its displays or marketing material permitted to be displayed at the **Event** or otherwise interfere with the orderly conduct of the **Event** until it is finally closed.

5. SPONSORSHIP EXPOSURE AND SPONSOR'S RIGHTS

In consideration for the payment by the **Sponsor** to the **Company** of the **Sponsorship Fee**, the **Company** hereby grants to the **Sponsor** the applicable rights specified on the **Event Sponsorship Form**, which rights include:

- 5.1 The right to be designated as an official sponsor (or such similar designation as may be agreed between the parties) of the entire, or an aspect of, the **Event** (as the case may be);
- 5.2 The right to the number of free delegate spaces at the **Event** as specified **In Writing** by the **Company**;
- 5.3 The right to display its logos and name/s in such manner and location at the **Event** as agreed to **In Writing** by the **Company**;
- 5.4 The right to have its logo/s and name/s on those pre-event promotional material-flyers, fax shots, e-mails and show material specified **In Writing** by the **Company**; and
- 5.5 If agreed to **In Writing** by the **Company**, the right to have information packs concerning the **Sponsor** inserted in delegate folders; **provided that** the content and amount thereof which shall be subject to prior approval **In Writing** by the **Company**.

6. SPONSOR'S FURTHER AGREEMENT

The **Sponsor** hereby agrees to the following:

- 6.1 The **Sponsor** shall not use and/or permit the use of any of the rights and/or licences granted herein in a manner which in the reasonable opinion of the **Company** is or might be prejudicial or defamatory to the image and/or reputation of the **Event**, the **Company**, **The Client** or the venue at which the **Event** is being held.
- 6.2 The **Company** or **The Client** (as the case may be) owns and/or controls the **Event** and the proprietary rights associated therewith and the **Sponsor** agrees that it has no right, title or interest thereto, warrants that it shall not seek to acquire any such right, title or interest thereto, nor shall it use the sponsorship rights granted to it in terms hereof save as authorised in these **Terms and Conditions** or as otherwise agreed to **In Writing** by the **Company**, and the **Sponsor** shall not knowingly do or cause or permit anything to be done which may endanger such proprietary rights or the title thereto of the **Company** or **The Client** (as the case may be).
- 6.3 The **Sponsor** shall:
- 6.3.1 provide to the **Company** for approval, such information and details as may reasonably be required by the **Company**, including samples of any marketing material and any products which are to be promoted by the **Sponsor** in association with the **Event**;; and
- 6.3.2 notify the **Company** of any suspected infringement of any of the proprietary rights associated with the **Event**, but shall not take any steps or action whatsoever in relation to such suspected infringement unless requested to do so **In Writing** by the **Company**.
- 6.4 The **Sponsor** shall not share any of the rights and licenses granted to it herein and/or engage in joint promotions in relation to the **Event**, except in each case with the prior consent **In Writing** of the **Company**;
- 6.5 The **Sponsor** shall supply at its cost finished artwork relating to its name/s, logo/s and other identification provided for herein within print deadlines reasonably set by the **Company**;

- 6.6 The **Sponsor** warrants that it owns and/or is solely entitled to use its name/s, logo/s and/or other material supplied to the **Company** in relation to the **Event**, and the **Company** shall be entitled to see proof of this on request;
- 6.7 The **Sponsor** shall not make and/or issue and/or cause to be made and/or issued any report and/or announcement to the press or media regarding its sponsorship rights in respect of the **Event** or the **Sponsor's** appointment as a sponsor of the **Event** except in a form approved **In Writing** and in advance by the **Company**; and
- 6.8 The **Sponsor** shall exercise the rights and licenses granted at its sole risk and indemnifies and hold harmless the **Company** and **The Client** with respect to all claims of, and liability to, third persons arising out of, or in connection with, the exercise of such rights and licenses, except where such claims and/or liability arise directly from the negligent act(s) or omission(s) of the **Company** and/or **The Client**.

7. CANCELLATION POLICY

- 7.1 Subject to the provisions of clauses 7.2 to 7.4, notification by the **Sponsor** of its wish to cancel its sponsorship of the **Event** must be made in writing and sent to the **Company** by e-mail or telefacsimile, which notification must include all the relevant information regarding the bank account to which a possible refund may be remitted in the event of the **Sponsor** qualifying for a refund in terms of clause 7.3.
- 7.2 The **Sponsor** specifically recognises and agrees that the **Company** will sustain losses in the event of the **Sponsor** cancelling its sponsorship, particularly where it 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 wish to cancel being received by the **Company** from the **Sponsor** at any time after the **Cut-Off Date**, the **Sponsor** shall not qualify for any refund of the **Sponsorship Fee** and/or any late payment surcharge thereon and the **Sponsor** shall remain liable for the full amount of the **Sponsorship Fee** and any late payment surcharge thereon.
- 7.3 In the event of such written notification of wish to cancel being received by the **Company** from the **Sponsor** at any time on or before the **Cut-Off Date**, the **Sponsor** shall qualify for a refund of 50% (FIFTY PERCENT) of the **Sponsorship Fee** but shall remain liable to the **Company** for the other 50% (FIFTY PERCENT) thereof.
- 7.4 A cancellation by the **Sponsor** of its sponsorship of the **Event** will not be effective until an acknowledgment of cancellation is issued **In Writing** by the **Company**.
- 7.5 In circumstances where the **Event** cannot be held or is postponed due to events and/or circumstances beyond the control of the **Company** and/or due to events and/or circumstances which are not attributable to the wrongful intent or gross negligence of the **Company**, neither the **Company** nor **The Client** shall be liable to the **Sponsor** for any direct and/or indirect damages, costs and/or losses incurred as a result, including transportation costs, accommodation costs and/or financial loss.
- 7.6 Under the circumstances described in clauses 7.5, the **Company** shall have the right either to retain the entire **Sponsorship Fee** and to use it for the sponsorship of the **Event** postponed to a future date, or to reimburse the **Sponsor** after deducting applicable costs already incurred for the organisation of the **Event** and which cannot be recovered by the **Company**.
- 7.7 Further under the circumstances described in clause 7.5, the **Sponsor** will be notified of a revised date for the **Event** and the **Sponsor** shall have the right, on written notice to the **Company** to be given at least 12 (TWELVE) weeks before the revised date for the **Event**, to cancel its sponsorship of the **Event**, and upon timeously giving such notice, the **Sponsor** shall be entitled to receive a full refund of the **Sponsorship Fee** [to be paid to the **Sponsor** within 8 (EIGHT) weeks of receipt by the **Company** of the **Sponsor's** said written notice]. In the event of the **Sponsor** not timeously giving such written notice, its sponsorship of the postponed **Event** shall automatically be confirmed for the new **Event** date with these **Terms and Conditions** applying to the transferred sponsorship and postponed **Event**, *mutatis mutandis*.

8. SECURITY, INSURANCE AND NON-LIABILITY

- 8.1 The **Sponsor** acknowledges that the layout of the exhibition area and the large number of people attending the **Event** make it impossible for adequate security to be provided to protect the **Sponsor's** merchandise and other property. Furthermore, the **Sponsor** acknowledges that any security guards and/or storage areas provided at and/or for the **Event** may be inadequate, and that the **Company** has made no representations regarding the adequacy of such security measures. The **Company** therefore recommends that the **Sponsor** consults its own insurance representative to obtain appropriate insurance cover for the **Event**. It is confirmed in this regard that the **Sponsor** is responsible for taking, and is encouraged to take, both precautionary measures of its own (such as arranging its own supplementary security facilities) and appropriate insurance cover in connection with its presence at the **Event**. The **Company**, **The Client** and/or any other party associated with the **Event** in any capacity shall not be liable for any losses and/or damages suffered by the **Sponsor**, including that to its personal property. The **Sponsor** assumes all risk of loss and damage to its merchandise, fixtures, displays and/or any other property belonging to it and/or under its control and/or possession and which are located at the **Event**, exhibition hall, storage area and/or any other areas where access has been provided to the **Sponsor** by the **Company**, including where such loss and/or damage results from theft, vandalism, and/or any other damage caused by any agent or employee of the **Company**, **The Client** and/or any other party associated with the **Event** and/or any other person either authorised or not authorised to be present at the **Event**.

- 8.2 Neither the **Company, The Client** 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 **Sponsor**, its 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 **Sponsor**, its employees, invitees, guests and/or customers may suffer in connection with 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 **Sponsor** 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 **Sponsor** is accordingly responsible for taking, and is encouraged to take, appropriate insurance cover in connection with the foregoing.

9. PHOTOGRAPHS AND VIDEO RECORDINGS

The **Sponsor** hereby:

- 9.1 consents to the **Company** and/or **The Client** and/or their representatives taking photographs and/or video recordings at the **Event** of all **Event** related activities and parties, including the **Sponsor**;
- 9.2 permits the **Company** and/or **The Client** and/or their representatives to use and distribute such footage, which may feature images of the **Sponsor's** name/s and/or logo/s and/or its products, in advertising, promotions and/or other such marketing endeavours and/or documents of the **Company** and/or **The Client** and/or their representatives, whether in hardcopy, electronically or otherwise;
- 9.3 waives its 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; and
- 9.4 consents to the **Company** and/or **The Client** owning the copyright in such photographs, video recordings and derivatives thereof, with the **Sponsor** waiving any claims thereto, including claims based on the usage thereof and/or the works derived therefrom.

10. JURISDICTION, COSTS, CERTIFICATE AND CAPACITY

- 10.1 The **Sponsor** 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 **Sponsor**, notwithstanding that any action or proceeding arising herefrom would otherwise be beyond the jurisdiction of such Court; provided that the **Company** 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 **Company** exercising such election so as to institute any such action or proceedings in any division of the High Court of South Africa, the **Sponsor** agrees that this shall have no adverse effect on the **Company's** right to claim costs on the High Court scale as between attorney and own client as envisaged in clause 10.2.
- 10.2 In the event of the **Company** having to instruct an attorney to enforce any of its rights against the **Sponsor** in terms of these **Terms and Conditions** or otherwise, the **Sponsor** shall be liable for and shall pay to the **Company** the attorney and own client costs incurred by the **Company** in connection therewith, including, where applicable, collection commission and tracing agents charges.
- 10.3 The **Sponsor** hereby agrees that a certificate signed by any director or manager of the **Company** (whose authority, appointment and designation it shall not be necessary to prove) as the existence and amount of any indebtedness of the **Sponsor** to the **Company** 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 **Company** and the fact that such amount is due, owing and payable by the **Sponsor** to the **Company**.
- 10.4 The individual signing the **Event Sponsorship Form** warrants that he/she has full capacity to bind the **Sponsor** to this contractual agreement with the **Company** 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 thereby binds the **Sponsor** hereto.

11. OTHER TERMS AND CONDITIONS

- 11.1 The **Sponsor** shall comply with all fire laws, electrical codes and all other rules, regulations, codes and statutes with respect to its sponsorship of the **Event**, including the installation and/or disassembly of any of its marketing material at the **Event**.
- 11.2 The **Sponsor** shall further comply with all reasonable requests and/or instructions of the **Company, The Client** and/or any other party associated with the **Event** in any capacity, with respect to its sponsorship of the **Event**, including the installation and/or disassembly of its marketing material at the **Event**.
- 11.3 The **Sponsor's** sponsorship of, and marketing material at, the **Event** shall be conducted by the **Sponsor** in a decorous manner in order not to be objectionable to exhibitors, the **Company, The Client, Event** delegates and/or the public.

- 11.4 The **Company** reserves the right to remove and/or require changes to the **Sponsor's** marketing material at the **Event**, and/or to remove any of the **Sponsor's** personnel, agents, representatives, independent contractors, invitees, guests and/or customers who are deemed detrimental to the overall **Event** and/or its venue, sponsors and/or delegates, and/or to the **Company, The Client** and/or the public.
- 11.5 The **Sponsor** assumes full responsibility and liability for the actions of its agents, employees, guests, invitees, customers and/or independent contractors, whether acting within or without the scope of their authority, and agrees to hold the **Company** and **The Client** harmless from responsibility or liability resulting directly and/or indirectly, and/or jointly from other causes that arise because of the actions and/or omissions of its agents, employees, guests, invitees, customers and/or independent contractors, whether acting within or without the scope of their authority.
- 11.6 **Attendee List** – Any list of attendees provided to the **Sponsor** shall be kept strictly confidential by the **Sponsor** and retained securely and not distributed by it to other parties.

12. VARIATION

- 12.1 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 **Company**.
- 12.2 No indulgence, extension of time, relaxation and/or latitude of whatsoever nature which the **Company** may show, grant and/or allow to the **Sponsor** shall constitute a waiver by the **Company** of any of its rights and/or remedies or act as an estoppel against the **Company** in respect of any of its rights and/or remedies.
- 12.3 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 **Sponsor** 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.

13. NOTICES AND DOMICILIUM

The **Sponsor** selects as its chosen *domicilium citandi et executandi* for the giving of any notice to it and/or the service of any documents on it in terms of these **Terms and Conditions**, its physical address specified in the **Event Sponsorship Form**.

14. 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.

15. BENEFITS TO The Client

Insofar as these **Terms and Conditions** confer certain benefits on **The Client**, the **Parties** hereby confirm that the **Company** is duly authorised by **The Client** to accept such benefits on behalf of **The Client**, which benefits the **Company** hereby duly accepts on behalf of **The Client**.