

## **Terms And Conditions**

### **1. Detailed description of goods and/or services**

BABA INDABA is a business in the exhibitions industry that produces consumer and trade exhibitions for which exhibitors are contracted to promote their products and services. Visitors to the exhibitions are expected to pay an entrance fee to visit these exhibitions.

### **2. General Conditions of Use for this Web Site**

- 2.1. You agree to use this site in accordance with these terms of use, and all laws, regulations and codes of conduct (including self regulatory) applicable to you and your use of the Internet and the services provided to you on this site. In particular, you agree to use this site only for lawful purposes and in a manner which does not infringe the rights of, or restrict or inhibit the use of or enjoyment of this site by any third party. Furthermore you agree not to use the site in a manner that would bring us, our business and/or any of our affiliates into disrepute.
- 2.2. You acknowledge that content submitted to this web site by other users do not represent our views and that we have not authorized nor endorsed such content. You agree not to post or transfer to our web site (nor include in any message sent to our web site) any material 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. You agree to indemnify us in respect of any liabilities, losses, expenses, or other costs whatsoever incurred as a result of a breach of your obligation hereunder, including, but not limited to, any claims made against us by any third party.
- 2.3. We reserve the right, in our sole and absolute discretion, without notice to remove any material you have submitted to our web site and/or to suspend and/or terminate your subscription, access and/or use of any or all of the services and/or this site at any time without notice, and we will probably do so if you act in breach of these terms.
- 2.4. You acknowledge that the ownership in any intellectual property rights (including without limitation, copyright and patent rights) in this site belongs to us, including any comments, ideas, feedback, suggestions or orders submitted by you. . You hereby agree to transfer, cede and assign to us all your rights in all such materials you submit to us upon our request and to take all steps reasonably required and execute any documents to give effect to such transfer. Accordingly, any part of this site (including its source HTML code) may not be used, transferred, copied or reproduced in whole or in part in any manner other than for the purposes of utilizing this site, meaning that you may only display it on your computer screen and print it out on your printer for the sole purpose of viewing its content.
- 2.5. You may only use the trademarks featured in our site for the purpose of displaying this site on your computer screen or printing out this site on your printer in accordance with condition 3(2) above. Any other use of the trademarks without prior written consent is strictly prohibited.
- 2.6. We, our subsidiaries, officers and employees do not make any warranties, representations or undertakings, express or implied, about the content of this site or the services provided on it or about the content of any other website which may be referred to or accessed by hypertext link from this site, and we do not endorse or approve the content of such third party websites. In particular, we do not make any representations as to the accuracy, suitability, availability, timeliness, security, completeness or reliability of information contained on this site and shall not be bound in any manner whatsoever by the information contained on this web site, including errors and omissions. Furthermore, we do not represent that this site is free of viruses or bugs or anything else, which may have a harmful effect on any technology or that the site is compatible with all computer systems and browsers. Any material and/or information downloaded or otherwise obtained through the use of this web site is thus done at the user's sole discretion and risk and the user is solely responsible for any damage to its computer system or loss of data that results from the download of any such material.
- 2.7. Due to the nature of electronic transmission of data over the internet any liability we, our subsidiaries, officers and employees may have for any losses or claims arising from an inability to access this site or use a service on this site, or to place an order or arising from any use of this site or reliance of the data transmitted using this web site, is excluded to the fullest extent permissible by law, even if we, our subsidiaries, officers or employees were negligent or aware of the problem in advance. In no event will we, our subsidiaries, officers and employees be liable for any loss of profit, revenues, goodwill, opportunity, business, anticipated saving and/or other direct or indirect or consequential loss of any kind in contract, delict (including negligence and gross negligence) or otherwise arising out of use of this site, including from the placement and performance of orders, save where such liability cannot be excluded by applicable law. Finally, we, our subsidiaries, officers and employees accept no liability for any service or product advertised, supplied or otherwise promoted on this site by any third party. Our display of such services or products should not be construed as any form of endorsement thereof.

- 2.8. You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, officers, directors, agents, and employees, harmless from any claim or demand, including attorneys' fees on a party and own client scale, made by any third party due to or arising out of your breach of these terms or the documents it incorporates by reference, or your violation of any law or the rights of a third party.
- 2.9. We also reserve the right, without notice and in our sole and absolute discretion, to make changes to any parts of the site inclusive of changes to these terms of use including those relating to our ordering service. It is your sole responsibility to review our terms of use on each occasion prior to making use of this site and our ordering service. If you continue to use this site after our amended terms of use has been posted on the web site, it will constitute a deemed acceptance of such amended terms of use. We specifically reserve the right at any time to change or discontinue without notice, any aspect and/or feature of this web site.
- 2.10. You may be required to choose a user name and a password when registering with us. You are responsible for keeping your user name and password secret. You may be required to enter your username and password every time you want to use one of our subscription services. You indemnify us from and hold us harmless against any loss or damage suffered or liability incurred arising from your failure to keep your account details (such as user names, passwords and access codes) secure or from you permitting anyone else to use your account with us. You accept that you will be personally liable for all transactions concluded on your account.

### **3. Delivery policy**

Subject to receipt of payment, ticket orders will be processed within one business day and delivery implemented by way of an emailed confirmation which will include the booking number and the personal details of the visitor.

### **4. Return and Refunds policy - Cancelled and Rescheduled Events**

- 4.1. It is possible that an event may be cancelled or rescheduled. In such case, we will offer a refund or exchange of tickets for which you may be required to follow certain procedures specified. Should this occur, we will usually provide a notice on this web site or contact you to inform you of the relevant refund or exchange procedures for that event. You may also contact our Customer Care Centre for instructions.
- 4.2. No refunds, exchanges, or cancellations of any tickets purchased are possible, except with the consent and on the terms of the Event Organiser. In order to receive a refund or an exchange that may be offered, you will have to comply with the Event Organiser's instructions and deadlines.
- 4.3. When we issue you a refund for a ticket, we will issue a refund of the ticket's face value paid (or, if a discounted ticket, then instead the discounted ticket price paid). No other fees or charges will be refunded. If a refund is issued, it will be issued using the same method of payment that was used to purchase the tickets. If a credit card was used to make the refunded purchase, then only that actual credit card will receive the credit for the refund. We will not be liable for travel or any other expenses that you or anyone else incurs in connection with a cancelled or postponed event.

### **5. Warranties and Liability**

- 5.1. Unless the contrary is stipulated in writing, all tickets are provided without warranty of any kind. Without limiting the aforesaid, we do not give any warranties or make any representations regarding the occurrence, timing, suitability, quality or performance of any exhibition to which your ticket(s) may relate, or in respect of the venue. We also disclaim any warranty as to the effectiveness of the security measures implemented by us in respect of this web site.
- 5.2. By purchasing a ticket from us, you agree to these Terms of Use on behalf of yourself and any person accompanying you. You assume all risks incidental to the exhibition for which a ticket is issued, whether before, during or after play or performance. You agree that we will not be liable for any loss or damage you or anyone accompanying you may incur in the course of attending an event for which you purchased tickets from us and that you will indemnify us against any claims arising in connection therewith.
- 5.3. In no event will our aggregate liability for all claims in connection with any transaction exceed the total amount of fees received from you pursuant to such transaction, irrespective of the cause of action (whether in contract, statute or delict, including for gross negligence), save to the extent that such liability cannot be excluded by law.

### **6. Payment for exhibition space and/or services**

- 6.1. All of the conditions applicable for ticket sales above will apply for payments made in respect of exhibition space or any of the related hire fees or services.
- 6.2. All of the general terms and conditions of contract applicable to your exhibition contract with Three City Events will remain in force and the use of this website payment will be simply a method of payment for

the existing contract.

## **7. Customer privacy policy**

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 and visits of this site. We may also use such information to inform you, the user, about changes in the services we offer and/or about features we think you would find of interest. By giving us this information, you consent to our use of it for these purposes and for the purposes outlined in our Privacy Policy, including for the purpose of processing your booking requests and instructions. For further information regarding our treatment of your personal information, you are referred to our Privacy Policy <http://www.babaindaba.co.za/privacy.htm>

BABA INDABA shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: [http://www.polity.org.za/attachment.php?aa\\_id=3569](http://www.polity.org.za/attachment.php?aa_id=3569)

## **8. Payment options accepted**

Payment may be made via Visa or MasterCard credit cards only or by bank transfer into the BABA INDABA bank account, the details of which will be provided on request

## **9. Credit card acquiring and security**

Credit card transactions will be acquired for BABA INDABA via PayGate (Pty) Ltd who are the approved payment gateway for Standard Bank of South Africa. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to [www.paygate.co.za](http://www.paygate.co.za) to view their security certificate and security policy.

## **10. Customer details separate from card details**

Customer details will be stored by BABA INDABA separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to [www.paygate.co.za](http://www.paygate.co.za)

## **11. Merchant Outlet country and transaction currency**

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).

## **12. Responsibility**

BABA INDABA takes 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

## **13. Country of domicile**

This website is governed by the laws of South Africa and BABA INDABA 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 1 Links Rd, Rondebosch, Cape Town, 7700

## **14. Variation**

BABA INDABA may, in its sole discretion, change this agreement or any part thereof at any time without notice.

## **15. Company information**

This website is run by Three City Events (Pty) Ltd based in South Africa trading as Baba Indaba and with registration number 2004/016718/07 and (Director(s)/Member(s)/Owner(s)) C.F. Naude and N.L. Naude

## **16. BABA INDABA contact details**

Support : email [webmaster@babaindaba.co.za](mailto:webmaster@babaindaba.co.za)

Support: telephone 021 689 3262