

THINKING MOBILE™ 2011
EXHIBITION TERMS & CONDITIONS

In this Agreement, the following words shall have the meanings hereunder:

“Organiser” - Rich Rewards Trading 393 (Pty) Ltd.

“Exhibition” - The exhibition known as *THINKING MOBILE™ 2011 Conference & Exhibition - brought to you by SABC MOBILE*

“Exhibitor” - Approved person or entity hiring a stand or stands to exhibit goods, products or services at the Exhibition.

1. OVERVIEW

- 1.1 This Agreement becomes binding upon the Organiser's acceptance of the Exhibitor Application Form which forms part of this Agreement.
- 1.2 Whilst the Organiser shall do everything within its power to ensure that the location of the stand within the Exhibition is as requested on the Exhibitor Application Form, the Organiser shall have the right to relocate the stand at its sole discretion.
- 1.3 Whilst the Organiser will do everything within its power to ensure that access to and vacant possession of the stand is given to the Exhibitor for the purpose of preparation and use of the stand upon the dates stipulated in the Exhibitor Manual, such dates shall be variable at the sole discretion of the Organiser so as to be compatible with the successful organisation of the Exhibition as a whole.
- 1.4 The Organiser does not warrant that the stand is suitable for the purpose intended by the Exhibitor or that the stand shall be in any particular condition or state of repair. The Exhibitor acknowledges that it has satisfied itself that the stand is suitable for the purpose intended.
- 1.5 The Organiser reserves the right at its sole discretion, should the venue become unusable for whatsoever reason, to relocate the Exhibition to a new venue in the best interests of the Exhibition as a whole, and furthermore subject to the Terms and Conditions of this Agreement.
- 1.6 The Organiser reserves the right at its sole discretion, should the dates of the Exhibition become unsuitable for whatsoever reason, to reschedule said dates to a time more advantageous to the success of the Exhibition as a whole and the Exhibitor agrees to be bound by such dates.

2. CONSIDERATION, PAYMENT & SURETY

- 2.1 The consideration recorded on the Exhibitor Application Form to exhibit shall be payable strictly on the dates agreed, failing which the full amount owing shall become due and payable without notice.
- 2.2 Should the Exhibitor be a Company, Close Corporation, Trust, Association or Partnership, then the signatory hereto agrees to bind him / herself as surety for and co-principal debtor with the Exhibitor for all amounts owing by the principal debtor in terms of this Agreement to the Organiser. The signatory hereto, further hereby renounces the benefits and defences of excursion and division.

3. STAND PREPARATION

- 3.1 The Organiser shall be entitled to issue written directives from time to time regarding methods and materials of construction, stand layout, design and quality of installation and the Exhibitor shall timeously comply with such directives.
- 3.2 The Organiser shall at all times be entitled to free and undisturbed access to the stand during the preparation and use thereof by the Exhibitor.
- 3.3 If the Organiser so directs in writing, the Exhibitor shall be obliged to use a contractor designated by the Organiser for the purpose of preparing the stand and erecting the installation.
- 3.3.1 The Organiser shall incur no liability or responsibility for the due and proper performance by the designated contractor of its obligations in terms of the contract concluded with the Exhibitor.
- 3.3.2 The contract concluded between the Exhibitor and the designated contractor shall be subject to the prior written approval of the Organiser.
- 3.3.3 In any event the stand shall be prepared and the installation shall be constructed to a standard at least equal to the general standard of the remaining stands rented by other Exhibitors at the Exhibition.
- 3.3.4 After completion of the installation, the Organiser shall be entitled to require the Exhibitor to make such additions or changes to the installation as it in its sole discretion requires.
- 3.4 The Exhibitor agrees to observe all the Terms and Conditions of the Agreement between the Organiser and the landlords of the land and buildings in which the Exhibition takes place.
- 3.5 Ownership in and to the shell scheme shall not pass to the Exhibitor nor shall the Exhibitor enjoy any rights in respect of the shell scheme save and except those specifically granted to it in terms hereof. Upon the termination of the Exhibition the Exhibitor shall return the shell scheme to the Organiser in good condition, fair wear and tear excepted. Any Exhibitor causing any damage to the premises, shell scheme and any equipment hired from the Organiser shall pay for such damage and hold the Organiser indemnified against such damage. During the course of the Exhibition, the Exhibitor shall maintain the shell scheme in good order and condition and shall follow all of the Organiser's instructions issued from time to time with regard to the use and care thereof.
- 3.6 The Exhibitor agrees to be bound by the set-up and breakdown times as specified by the Organiser in the Exhibitor Manual.

4. INSURANCE

Exhibitors must obtain their own insurance in respect of staff, vehicles, goods and displays.

5. USE OF THE STAND

- 5.1 The Exhibitor shall not use any form of visual or vocal apparatus on the stand, which cause an annoyance or nuisance to other Exhibitors, the Organiser or the landlord, or demonstrate any product, which produces excessive noise

5.2 The Exhibitor shall only be entitled to distribute literature, products samples and printed matter from its stand and shall not be entitled to distribute same anywhere else at the Exhibition without the Organiser's written consent.

5.3 The Exhibitor shall not be entitled to cede, assign, transfer, make over, sublet or alienate any of its rights in terms of this Agreement without the Organiser's written consent.

5.4 The Exhibitor shall keep the stand open and adequately staffed whenever the Exhibition is open to the public.

5.5 The nature of the services provided by the Exhibitor at the Exhibition shall be subject to the Organiser's approval.

6. ATTENDANCE

The Organiser does not guarantee the number of persons expected to attend the Exhibition.

7. MEETINGS AND BULLETINS

The Exhibitor shall attend all Exhibition meetings and workshops convened by the Organiser. If the Exhibitor fails to attend any such meetings or fails to comply with any directives issued by the Organiser at such meetings, the Organiser shall not be liable to the Exhibitor for any loss or prejudice suffered by that Exhibitor as a result thereof.

8. CANCELLATION & BREACH

8.1 The Exhibitor shall not be entitled to cancel this contract at any time without the written consent of the Organiser.

8.2 Should the Exhibitor at any time attempt to cancel this Agreement or breach any of the provisions thereof, then the full amount outstanding in terms of this Agreement will become immediately due and payable, irrespective of whether the Exhibitor attends the Exhibition or not.

8.3 For any cancellation of this Agreement in writing on or before 31 January 2011 a Cancellation Charge of 50% of the total consideration referred to in Clause 2.1 above shall become immediately due and payable. For any cancellation of this Agreement in writing after 31 January 2011 a Cancellation Charge of 100% of the total consideration referred to in Clause 2.1 above shall become immediately due and payable.

8.4 In the event that the Organiser has to institute legal action against the Exhibitor in terms of the provisions of this Agreement, then the Exhibitor will be liable for the Organisers' legal costs on the Attorney to Client scale, which costs will include collection commissions and advocate fees.

8.5 The Organiser shall be entitled to charge the Exhibitor interest at the rate of prime plus 2% on all amounts outstanding and not paid on the due date.

8.6 In the event that the Exhibition fails to take place, all monies will be returned to the Exhibitor, less the sales commission and administration fee of 15%.

8.7 The parties hereby agree that the law of the Republic of South Africa will govern this Agreement.

9. EXCLUSION OF LIABILITY

9.1 The Organiser shall not be responsible for any direct, indirect or consequential loss or damage to the stand or other property of any kind brought into the Exhibition by the Exhibitor, its servants, employees, agents, contactors or invitees or for any injury to the person of an Exhibitor, or any of its servants, employees, agents, contractors or any invitees howsoever such loss or damage to the stand or property or injury to persons may be caused and notwithstanding that such loss or damage to the stand or property, or injury to persons may have been occasioned by the fault, neglect or gross negligence of the invitees or by the Exhibition site being in or falling into a defective state of repair.

9.2 The Exhibitor hereby indemnifies the Organiser against any and all actions, claims, demands, costs, charges or expenses arising or resulting directly, or indirectly from any act, omission or negligence by the Exhibitor, its servants, agents, contractors or invitees notwithstanding that such action, claim, demand, cost, charges or expenses may have been occasioned in whole or in part by the fault, neglect or gross negligence by the Organiser, its servants, employees, agents, contractors or invitees, or by the Exhibition site or any installations thereof being or falling into a defective state of repair..

9.3 The Exhibitor shall be exclusively liable for any illness, death, injury or other adverse affects arising from its serving of any foods, drinks, supplements, medications or any other consumables and non-consumables and further agrees to indemnify the Organiser from any liability whatsoever in this regard.

10. GENERAL

10.1 No variation of this Agreement shall be of any force or effect unless reduced to writing and signed by the parties hereto.

10.2 For the purpose of delivery of all notices and/or processes arising from or in connection with this agreement, the Exhibitor chooses as its domicilium citandi et executandi the address stated in the Exhibitor Application Form.

10.3 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 Organisers' rights in terms of this Agreement.

PLEASE SIGN TO CONFIRM THAT YOU HAVE READ, UNDERSTOOD AND ACCEPTED THESE EXHIBITION TERMS & CONDITIONS

Signature:

Date:

Name and Capacity of Signatory: