

IB African Education Festivals, Johannesburg 2020

Terms & Conditions

1. Registration

- (i) Registrations must be submitted via the conference online registration system and are subject to approval by the IB Development AEM team.
- (ii) For registrations after January 1, 2020, the availability of package benefits cannot be guaranteed and will be subject to availability.

2. Sponsorship/Exhibitor Fee Payment

- (i) Payment is due within fifteen (15) days after invoice date (if not paid by credit card) and will be in USD.
- (ii) Payment can be done via credit card or via bank transfer until January 29, 2020.
- (iii) Credit card will be the only payment option for all registrations as of January 29, 2020.
- (iv) Amex credit cards are not accepted.

3. Cancellations

Cancellations until January 29, 2020 will incur a credit note to the full amount of the registration fee. For cancellations on or after January 29, 2020 a penalty of 100% of the registration fee will apply.

4. General Provisions

- (i) The IBO reserves the right to refuse to rent exhibit space or deny Sponsor or Exhibitor to any applicant whose product or service is not consistent with the International Baccalaureate Organization's (the "IBO") mission and/or is deemed to be contrary to the best interests of the organization.
- (ii) The IBO acceptance of a Sponsor or Exhibitor does not indicate an endorsement by the IBO of the Sponsor or Exhibitor or advertiser or any of its programs, products, or services.
- (iii) Sponsor or Exhibitors will maintain their exhibition table(s) during all hours the exhibition hall is open.
- (iv) Sponsor or Exhibitors are responsible for shipping, transportation, lodging, and non-conference meals and expenses for all members of their staff.
- (v) Vendors exhibiting will complete the set up of their display in the evening of Wednesday, before the start of the event on Thursday morning.
- (vi) Sponsor or Exhibitors will be responsible for any additional Internet (i.e. hard wire lines), electrical, technical equipment or audio visual needs as well as venue material handling charges.
- (vii) Vendors exhibiting will not tear down their display until after the close of the event on Friday afternoon.

5. Indemnification

The Sponsor/Exhibitor and IBO shall indemnify, defend, and hold harmless each other, its officers, directors, employees, agents or contractors as well as the conference venue and each of them (collectively "the indemnitees"), from and against any and all claims, demands, actions, judgments, costs, and expenses, including costs of defense thereof, incurred by any of the indemnitees caused by or arising from the breach of any provision of these terms and conditions, negligence, gross negligence, or intentional misconduct of the Sponsor or Exhibitor, its officers, directors, employees, agents, or contractors.

6. **Force Majeure**

Performance of these terms and conditions by either party is subject to termination without liability, penalty or any liquidated damages that may otherwise be provided for under these terms and conditions, upon the occurrence of any circumstance beyond the control of either party, such as acts of God, war, civil disturbances, government regulation and changes in applicable laws, disaster, strikes (except those involving the employees or agents of the party seeking to invoke this section), terrorism or threats of terrorism, outbreak of disease or illness in the host city, curtailment of transportation facilities preventing or other similar causes making it illegal or impossible to hold the meeting, provide the facility, or perform obligations sets forth in these terms and conditions. The ability to terminate this agreement pursuant to this section is conditioned upon delivery of written notice to the other parties setting forth the basis for such termination as soon as reasonably practical, but in no event later than 10 days after learning of such basis.
7. **Insurance**

The Sponsor or Exhibitor will maintain insurance against all types of public, general liability, with personal injury and property damage coverage, with limits not less than USD\$500,000* per occurrence pending conference venue requirements which may be higher, or such higher amounts as are commercially reasonable for its business and the type of services provided herein, in the country where the event takes place and shall provide certificates of insurance of such coverage to the IBO upon written request from the IBO. The Sponsor or Exhibitor understands that the IBO does not maintain insurance covering the Sponsor or Exhibitor's property and it is the sole responsibility of the Sponsor or Exhibitor to obtain such insurance.
8. **Compliance with Laws**

Each party hereby represents and warrants that it shall comply with all laws, rules, orders and regulations applicable to the operation of its respective business and performance under these terms and conditions.
9. **Confidentiality**

The Sponsor or Exhibitor shall treat as confidential all information and/or data of a confidential nature or purposes (whether marked "confidential" or not) that it receives from the IBO and which concerns the IBO's business, operations, schools, students, or customers, or is personal data or personal information about guests, and all information or data derived from the foregoing types of information. The Sponsor or Exhibitor shall treat the IBO's confidential information with at least the same level of protection as it accords to its own confidential information, and in no event, to directly or indirectly share, disclose or reveal the IBO's confidential information with any third parties, or make it generally publicly available without the IBO's prior written consent, except as may be required by local laws. The Sponsor or Exhibitor agrees to keep the IBO's confidential information in a secure environment and that access will be restricted to employees, contractors and agents who have a need to know.
10. **Intellectual Property**

No exchange of intellectual property rights is implied by these terms and conditions. The intellectual property rights of each party will remain the intellectual property rights of that party and neither party will have the right to use the other party's intellectual property rights, including trade-marks, logos or names in any promotional materials or otherwise, without the prior written consent of that party.
11. **Privacy of Personal Information**

The Sponsor or Exhibitor will protect and use personal data and personal information about guests that the Sponsor or Exhibitor receives in connection with its performance of these terms and conditions, whether from the IBO directly or from guests when they interact directly with the Sponsor or Exhibitor,

in accordance with all applicable data protection and privacy laws, including any local laws relating to marketing, advertising, and other uses of guest data that may be collected directly by the Sponsor or Exhibitor. For the avoidance of doubt, any personal data or personal information of participants transferred, shared or disclosed by the IBO to the Sponsor or Exhibitor, shall be considered confidential information and shall not be used by the Sponsor or Exhibitor, directly or indirectly, for any direct marketing, email campaigns, data mining or other purposes or shared, sold or otherwise provided to any third parties. Without limiting the generality of the foregoing, the Sponsor or Exhibitor, with respect to personal data and information processed pursuant to these terms and conditions, represents and warrants to the IBO that it

- (i) will comply with all instructions provided by the IBO;
- (ii) will only process the personal data and information as necessary for the purpose of these terms and conditions;
- (iii) has taken, and will take, appropriate technical, organizational and security measures to protect the personal data against unauthorized or unlawful processing and against accidental loss, damage, or disclosure;
- (iv) will obtain the IBO's written consent before transferring the personal data or information either to another country or to another party;
- (v) shall only transfer, share, disclose or otherwise transmit personal data and information to the IBO in accordance with applicable data protection and privacy law and without violating or infringing the data protection or privacy rights of any third party (including any required notices or consents, in particular with respect to international onward transfers of personal data in light of the IBO being a global organization); and
- (vi) shall permit the IBO to audit its compliance with this section upon reasonable notice and shall notify the IBO of any security incidents with respect to personal data or information processed pursuant to these terms and conditions.

12. Governing Law; Dispute Resolution

- (i) These terms and conditions and the respective rights and obligations of the parties shall be governed by and construed in accordance with the laws of Switzerland without reference to its conflict of laws or similar provisions that would mandate or permit application of the substantive law of any other jurisdiction.
- (ii) In the event of a dispute arising out of or relating to any matter under these terms and conditions, the dispute shall be referred to a director of the IBO and the Sponsor or Exhibitor, who will attempt to resolve the dispute within 10 business days of such referral date. If such directors are unable to resolve the dispute within such 10 business day period, then either party may immediately seek to have the dispute finally settled in accordance with the provisions of subsection (iii) of this section.
- (iii) Any dispute, controversy or claim arising out of, or in relation to, these terms and conditions, including the validity, invalidity, breach, or termination thereof, shall be resolved by arbitration in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers' Arbitration Institution in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one, the seat of the arbitration shall be Geneva, and the arbitral proceedings shall be conducted in English. The parties hereby agree to use information technology systems and electronic communications to the extent permitted in conducting any arbitral proceedings.
- (iv) Notwithstanding subsection (iii) of this section, the IBO may seek injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any applicable jurisdiction.