

Terms and Conditions for Attendance and Participation

These are the terms (the “Agreement”) that govern your attendance at and/or participation in a Good Governance Academy event (the “Event”).

By registering for the Event you are agreeing to these terms, which form a legal contract between The Good Governance Academy NPC (The “GGA”), and the registered attendee and/or participant (“you”). If you are registering on behalf of another it is your responsibility to ensure that the person attending is aware of these terms and accepts them, and by completing the registration you are warranting that you have made the attendee aware of these terms and that they have accepted these terms.

1. Event admission

1.1. Admittance.

Your registration entitles you to admittance to the Event. Any and all other costs associated with your attendance (including without limitation any travel and/or accommodation expenses) shall be borne solely by you and The GGA shall have no liability for such costs.

1.2. Termination.

You acknowledge that The GGA reserves the right to request your removal from the Event if The GGA, in its sole discretion, considers your presence and/or behaviour to create a disruption or to hinder the Event and/or the enjoyment of the Event by other attendees or speakers.

1.3. Media.

By attending the Event you acknowledge and agree to grant The GGA, the right at the Event to record, film, photograph or capture your likeness in any media now available and hereafter developed and to distribute, broadcast, use or otherwise globally to disseminate, in perpetuity, such media without any further approval from you or any payment to you. This grant to The GGA includes, but is not limited to, the right to edit such media, the right to use the media alone or together with other information, and the right to allow others to use and/or disseminate the media.

1.4. Event Content.

You acknowledge and agree that The GGA, in its sole discretion, reserves the right to change any and all aspects of the Event, including but not limited to, the Event name, themes, content, program, speakers, performers, hosts, moderators, venue and time.

2. Privacy

The GGA works in association with Wits Business School and is committed to protecting your privacy. Please refer to The GGA Privacy Policy which can be found at: https://thegoodgovernanceacademy.com/legal_notices/privacy_policy.

3. Intellectual property

- 3.1. All intellectual property rights in and to the Event and all materials distributed at or in connection with the Event are owned by The GGA and Wits Business School.
- 3.2. All intellectual property rights in and to the Event content are owned by the respective speaker presenting at the Event, who assigns the rights of use of the Event content to The GGA and Wits Business School for marketing and communications purposes.
- 3.3. You may not use or reproduce or allow anyone to use or reproduce any trademarks (including without limitation "The Good Governance Academy" and "Wits Business School") or other trade names appearing at the Event, in any Event content and/or in any materials distributed at or in connection with the Event for any reason without the prior written permission of the owner of the trademark.
- 3.4. For the avoidance of doubt, nothing in this Agreement shall be deemed to vest in you any legal or beneficial right in or to any trademarks or other intellectual property rights owned or used under licence by The GGA or Wits Business School.

4. Warranties and limitation of liability

- 4.1. The GGA gives no warranties in respect of any aspect of the Event content or any materials related thereto or offered at the Event and, to the fullest extent possible under the laws governing this Agreement, disclaims all implied warranties, including but not limited to warranties of fitness for a particular purpose, accuracy, timeliness and merchantability. Neither The GGA nor Wits Business School can accept any responsibility or liability for reliance by you or any person on any aspect of the Event and/or any information provided at the Event.
- 4.2. Other than to the extent required as a matter of law, neither The GGA nor Wits Business School shall be liable for any direct, indirect, special, incidental, or

consequential costs, damages or losses arising directly or indirectly from the Event or other aspect related thereto or in connection with this Agreement.

- 4.3. The maximum aggregate liability of The GGA for any claim in any way connected with therewith or this Agreement whether in contract or otherwise (including any negligent act or omission) shall be limited to the amount paid, if any, by you under this Agreement to attend the Event.

5. Dispute resolution

- 5.1. This Agreement shall be governed by the laws of the Republic of South Africa.
- 5.2. If the Parties are unable to resolve any dispute (other than a dispute in respect of which urgent relief may be obtained from a court of competent jurisdiction) resulting from this Agreement by means of joint co-operation or discussion between the individuals directly involved with the execution of this Agreement, within 5 (five) business days after a dispute arises, or such extended period of time as the Parties may allow in writing, then such dispute shall be submitted to the most senior executives of the Parties who shall endeavour to resolve this dispute within 5 (five) business days after it has been referred to them.
- 5.3. Should the dispute not be resolved in the aforesaid manner, then the dispute shall be determined in accordance with the rules of the Arbitration Foundation of Southern Africa by an arbitrator or arbitrators nominated by it and such decision by an arbitrator or arbitrators shall be final and binding.
- 5.4. The arbitration proceedings contemplated herein shall take place in Johannesburg.