



## Cisco Connect 2017 South Africa - Terms and Conditions

Cisco is the event organiser and intends hosting Cisco Connect 2017 South Africa "the event", which shall be held from 05 March 2017 to 07 March 2017 and which the delegate registering for the event ("the delegate") wishes to attend.

These terms and conditions relating to the event comprise its official terms and conditions and, together with official event communications by Cisco, shall govern and apply to all participation and activity arising out of and relating to the event. Please take a moment to review these terms and conditions which, by your participation, you agree constitutes an unconditional acceptance of these terms and conditions and will govern all aspects of your relationship with the event and event-related agents. These rules cannot be modified or superseded except by Cisco Systems, in its reasonable discretion, in a written revision to these terms and conditions.

### Registration

Once a Delegate clicks on the "Submit" button -

- a valid and binding agreement shall come into existence at the time when and place from where the acknowledgement of such registration is sent;
- the Delegate must pay the delegate fee relating to the current Conference Registration Fee during the registration process which excludes value-added tax (the "delegate fee");
- any cancellation thereafter will incur cancellation charges as specified below.
- Delegates must register by no later than 17:00 on Friday, 17 February 2017.
- Delegates must make payment of the delegate fee to Mela Events within 30 (thirty) days of date of tax invoice, and no later than Friday, 17 February 2017.
- Registration is not considered confirmed until payment has been received in full. No admittance to the conference will be granted without payment being received in full.
- Non-payment within the prescribed time will result in immediate cancellation. If payment of the Registration Fee is not received, then Cisco shall be entitled to prevent the Delegate from accessing any information relating to the Event, cancel the Delegate's registration and recover from the Delegate the cancellation charges specified in the relevant section below.

## Early Bird Offers (i.e. the discounted rate)

- The Early Bird special rate (i.e. the discounted rate) is only applicable to invoices that have been generated prior to the date and time on which the special ends and payment is received by the deadline. It is not sufficient to just complete the registration, in all cases the invoice must be generated in order for the special price to apply to that registration.
- The invoice is generated immediately on submission of the registration on the website. So, any registration completed before the end of the special and payment is received by the deadline will be awarded the discounted rate.
- The "Early Bird" is a discounted price on Conference Registration Fees, and is available up to and including Tuesday, 31 January 2017, and is subject to the following criteria being met:
  - register any time before midnight on Tuesday, 31 January 2017;
  - as soon as the registration has been submitted, the invoice will be automatically generated;
  - payment must be made and received in the stated bank account before Tuesday, 31 January 2017 in order to qualify for the Early Bird Special;
- If payment is not received by the specified payment cut off dates:
  - the registration will be automatically cancelled and will no longer qualify for the discounted Early Bird fee;
  - the delegate will need to register again for the event at the Conference Registration Fee as per the current date.
- The Standard Conference Registration Fee is available from Wednesday, 01 February 2017 up to and including 17:00 on Friday, 17 February 2017, and is subject to the following criteria being met:
  - register any time before 17:00 on Friday, 17 February 2017;
  - as soon as the registration has been submitted, the invoice will be automatically generated;
  - As of Friday, Friday, 17 February 2017 all invoices are due and payable. Non-payment within the prescribed time will result in immediate cancellation. If payment of the delegate fee is not received, then Cisco shall be entitled to stop the delegate from accessing any information relating to the event, cancel the delegate's registration and recover the cancellation charges specified above from the delegate.
- By accepting these Terms & Conditions, you authorise the Event team to contact you or your designated representatives regarding the status of your registration and / or relevant Event information.
- The person who registers on behalf of a Delegate (or Delegates) warrants that they are duly authorised to make such registration and agrees that Cisco may retain, process and export their personal information within Cisco and/or any of its subsidiaries.
- Cisco reserves the right to change the venue, programme or other details of the event or the accommodation, if necessary. If the event is cancelled by Cisco then Cisco shall, at its sole and exclusive obligation, provide delegates with a refund of the delegate fee.
- All and any travel arrangements, e.g. flights, car hire, etc, except for the transfers offered by Cisco on the Website, [www.ciscoconnect.co.za](http://www.ciscoconnect.co.za), are for the account and responsibility of each individual delegate.

## Cancellation & Substitution

- Cancellations and amendments to registrations and the substitution of a Delegate may be done by contacting the event organisers. Such cancellations, amendments or substitutions shall only be effective once Cisco has confirmed such cancellation, amendment or substitution. These terms and conditions shall be binding on any substitute.
- Any cancellation after Cisco has sent an acknowledgement of registration shall incur cancellation charges as follows:
  - 100% (one Hundred percent) of the delegate fee per delegate, plus value added tax;

## Intellectual Property

- Materials provided by Cisco remain the intellectual property of Cisco and its partners, who assert their right to worldwide copyright unless specifically agreed otherwise in writing.
- The recording by any means of any conference sessions at Cisco Connect 2017 South Africa by Delegates and/or third parties is strictly prohibited.
- You consent to Cisco (or its designees who have been specifically employed by Cisco to make on-site recordings) recording you by any means including, without limitation, electronic recording, film, videotape, audio tape and photography (the "Recordings") without compensation of any kind to you. You agree that Cisco shall be the copyright owner of the Recordings. You understand that Cisco is not obligated to use the Recordings.
- To the best of your knowledge, your acts and statements contained in the Recordings will not violate any right of any other person or company.
- You release Cisco from any claims and causes of action you may have now or in the future based upon defamation, invasion of right of privacy, publicity or personality, copyright or trademark infringement and unfair competition in connection with the Recordings and Cisco's use of the Recordings and you agree not to institute any legal action based on any of the grounds specific in this section.
- All the rights granted to Cisco by you hereunder are irrevocable and perpetual, and you waive all rights to any equitable relief in connection with herewith.

## Limitation of Liability

- Participation in this event entails full acceptance of these terms and conditions and of Cisco's decision as to any dispute concerning the interpretation of or the application of these terms and condition, and more generally, as to any difficulty not provided for herein concerning the existence, conduct or achievement of the event.
- The delegate shall indemnify and hold Cisco harmless from and against any and all claims, suits, actions, damages or liabilities that arise in connection with the delegate's participation in the event.
- Whatever the legal basis of a claim and notwithstanding anything to the contrary in these terms and conditions, Cisco's liability to the delegate under these terms and conditions and howsoever arising will be limited, to the maximum extent permitted by applicable law, to direct damages up to the delegate fee.
- Participation in the event implies knowledge and acceptance of the nature and limits of the internet, in particular in regard to technical performance, consultation response times, the querying and transferral of data, the risk of disconnection, and more generally those risks inherent to any internet connection and transferral of data, including shortfalls in protecting against possible data abuse, and the risks of contamination from network viruses.
- As a result, Cisco shall not, in any event, be held liable for the following (this list is not restrictive):
  - the transferral and/or receipt of any data and/or information on the Internet;
  - any Internet network malfunction preventing the smooth running or functioning of the event;
  - the failure of any receipt equipment or communication lines;
  - the loss of postal entries or electronic mail entries and, more generally, any loss of data;
  - routing problems;
  - the functioning of any software;
  - the consequences of any viruses, software bug, error, or technical failure;
  - any damage caused to a Delegate's computer;
  - any technical, material or software failure of any nature, preventing or limiting participation in the event or damaging a delegate's system.
- Cisco shall not be held liable for any direct or indirect damage resulting from a disconnection, malfunction of any type, for any reason whatsoever, or for any direct or indirect damage resulting from, in any form whatsoever, connecting to their messaging system.

- It is the responsibility of each delegate to take all of the appropriate measures required to protect his or her own data and/or software stored on his or her computer equipment/laptop/device against attack whilst at Cisco Connect 2017 South Africa. Each person who connects via the Cisco Connect 2017 South Africa network to his or her personal device/s during the event does so under his or her sole responsibility.
- Cisco shall not be held liable for damages arising out of or in any way associated with the event.
- Cisco waives any liability for any errors and/or omissions by the delegates in following the application for participation procedure.

## **Force Majeure**

- The liability of Cisco shall not be invoked if, in the case of an act of God or event outside its control, the event needs to be modified, shortened, or cancelled.
- In all cases, it reserves the right to extend the participation period, and to postpone any announced date.
- Any changes to the Terms and Conditions shall take effect once they are made available online.
- Participants will be informed by e-mail of any changes made to the Terms and Conditions three (3) working days prior to the date they take effect.
- Cisco reserves the right to initiate court proceedings against any individual who defrauds or attempts to defraud Cisco.
- It shall not however incur any liability of any nature with regard to the delegates as a result of any fraudulent acts that are committed.
- Any fraudulent act will disqualify the delegate.
- In the event of a failure on the part of a delegate, Cisco reserves the option to exclude, in accordance with the law, the latter from the event, with this individual having no rights to any claims of any nature.

## **Data Protection / Privacy**

- Delegates understand and agree that in order to organise this event, Cisco must collect and use personal information about delegates.
- Personal data which delegates provide when registering for this event will be used by Cisco and its affiliates and representatives for the purposes of this event and for any extra services you have specifically opted in for. Cisco is committed to protecting the privacy of individuals; to review the data collection and use practices applying to this event

## **Governing Law**

- These terms and conditions will be governed by and construed in accordance with the law of the Republic of South Africa and all disputes, actions and other matters relating thereto will be determined in accordance with such law.
- The Delegate hereby consents and submits to the non-exclusive jurisdiction of the Magistrate's Court having jurisdiction in respect of all proceedings in connection with these terms and conditions, notwithstanding that the amount claimed or the value of the matter in dispute exceeds such jurisdiction. In any event Cisco shall be entitled, at its option, to institute any proceedings in connection with these terms and conditions against the delegate in any other court of competent jurisdiction.