

AFRICA'S EDEN TOURISM ASSOCIATION (AE) TRAVEL SHOW BUYER TERMS AND CONDITIONS

Africa's Eden Tourism Association is a Not-For-Profit Botswana domiciled destination marketing Company Limited by Guarantee which offers online booking facilities to its members off its website. This contract sets out the terms and conditions for agents invited and subsequently registered for the Africa's Eden Travel Show hosted in Kasane, November 2022:

1. DEFINITION

1.1. Buyer refers to an agent invited solely by Africa's Eden to the Kasane, November 2022.

1.2. A buyer is only considered registered once they have completed the registration form and paid the registration fee.

1.3. A buyer is obligated to abiding by ALL terms and conditions expressed in this contract in order to qualify for registration.

2. THE EVENT

2.1. The Event includes, pre tours within the Africa's Eden Destination (Botswana, Namibia, Zambia and Zimbabwe) and the Travel Show to be hosted in Kasane.

2.2. The Event dates are as follows :

2.2.1. Pre - Tour : 19 - 25 November

2.2.2. Destination Workshop : 25 November

2.2.3. Meetings & scheduled activities : 26 - 28 November

2.3. The buyer may request an extension of their stay outside of the official event schedule through the Africa's Eden Travel Show organising committee, subject to their approval.

2.4. Stay extensions will be limited to after the official show schedule. Return flights from the hub airports will only be considered on the following days:

2.4.1. 30 November

2.4.2. 3 December

2.4.3. 5 December

2.5. No guarantee is made on the possibility of extension and a decision will be based on availability and event partner airlines.

3. FEES

3.1. The buyer agrees to pay a fee as contribution to the event expenses. The fees will be levied according to when payment is due :

3.1.1. Early Bird 1 May - 1 July : \$800

3.1.2. Standard Rate : 1 July - 1 October : \$1000

3.1.3. Late Rate : 1 October - 15 October : \$1200

3.2. All payments should be paid by Credit Card or by bank transfer to Africa's Eden US\$, Botswana bank account.

3.3. All fees must be paid prior to registration confirmation, the fees must be made in a timely manner and are expected before the end of the invoiced month.

3.4. In event of an act of Force Majeure or other event outside the reasonable control on by the organisers of the Travel Show all fees will be fully refundable.

3.5. Any cancellation made by the buyer outside of Covid 19 or reasonable personal cause, a refund will be considered by the organising committee but is by no means guaranteed.

3.6. The buyer fees include :

- 3.6.1 Airfare from a pre-agreed hub airport
- 3.6.2. Regional transfers for hosted itineraries and within the Travel Show
- 3.6.3. All accommodation and meals during the hosted itinerary and Travel Show.
- 3.6.4. All activities offered during the hosted itinerary and scheduled activities.
- 3.6.5. Event scheduling and meeting systems.

3.7. The buyer fees do not include :

- 3.7.1. PCR testing
- 3.7.2. Transfer/flights to departure hub airports
- 3.7.3. Visa processing fees
- 3.7.4. Park or conservation levies
- 3.7.5. Extra including but not exclusive to alcoholic beverages, laundry, telephone or other discretionary expenses.

3.8. Any expenses related to an add-on stay or itinerary outside the agreed official schedule will not be considered by the event organisers.

4. BUYER OBLIGATIONS

4.1. The buyer is obligated to complete all forms and registration processes required by the event organisers.

4.2. The buyer is obligated to do the full meeting schedule and, all event networking events. Failure to attend or tardiness will result in blacklisting of the buyer for any future events organised by Africa's Eden.

4.3. The buyer is obligated to undertake all scheduled meetings. The meetings must be conducted in a respectful and professional manner and within the designated time allocated for the meeting. Failure to attend or tardiness will result in blacklisting of the buyer for any future events organised by Africa's Eden.

4.3. The buyer is expected to conduct him/herself in a proper manner and professionalism at all times.

4.4. The Buyer is prohibited to display or distribute any political, illegal, immoral or offensive material at the Exhibition. No lotteries, games of chance or raffles or use of audio, lighting or audio-visual will be conducted without the prior written consent by the event organisers.

5. EVENT PLATFORM

5.1. The Buyer is expected to utilise the event platform "My Event" hosted on Africa's Eden Website to schedule their event participation.

5.2. The Buyer is expected to provide the organisers with the necessary information about themselves and their businesses in order to ensure the most productive matchmaking and hosting.

5.3. The Buyer will be expected to select their familiarization tour on "My Event" based on a first come, first served basis.

5.4. The Buyer will be expected to select their hosted accommodation in Kasane on "My Event" based on a first come, first served basis.

5.5. The Buyer will be expected to schedule their meetings prior to the event using the "My Event" platform based on a smart matchmaking system of meeting priority.

6. WHOLE AGREEMENT

This agreement constitutes the whole and entire agreement between the parties.

7. COUNTERPARTS

This agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

8. LAW AND JURISDICTION

8.1. This agreement, and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation (including any non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of Botswana.

8.2 Any breach or alleged breach hereof shall, upon the request of any party involved, be submitted to, and settled by, binding arbitration in accordance with the rules of commercial arbitration as stipulated by Botswana statutory law governing arbitration proceedings.

8.3 The arbitration shall occur in Gaborone, Botswana unless the parties mutually agree to have the proceedings in another location. The arbitrators may, in such proceedings, award legal fees and costs to the prevailing party.

8.4 Arbitration will be conducted in English.

8.5 Prior to either party seeking arbitration the parties agree to meet and confer in good faith to resolve any problems or disputes that may arise under this agreement.

8.6 Any dispute resulting from or arising in connection with this agreement that cannot be settled in an amicable fashion or arbitration shall be submitted to the competent court in Botswana.