

AFRICA'S EDEN TOURISM ASSOCIATION (AE) TRAVEL SHOW EXHIBITOR 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 exhibitors registered for the Africa's Eden Travel Show hosted in Kasane, November 2022:

1. DEFINITION

1.1. Exhibitor refers to a product based in the Africa's Eden region and is a fully paid member of the Association.

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

1.3. An exhibitor 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 dates are as follows :

2.1.1. Pre - Tour : 19 - 25 November

2.1.2. Destination Workshop : 25 November

2.1.3. Meetings & scheduled activities : 26 - 28 November

2.2. Exhibitors may choose to host a pre-tour at their own expense and approval by the organising committee.

2.2.1. Pre-tours will be confirmed on a first come first served basis.

2.2.2. Pre-tours will only be considered under the following conditions:

2.2.2.1. The tour must start in Kasane, Victoria Falls, Maun, Windhoek, Lusaka

2.2.2.2. The tour must finish in Kasane. Buyers must be present in Kasane for registration at the latest 8.00 on the 25th November. The hosts can choose to accommodate their buyers in Kasane on the night of the 24th.

2.2.2.3. The tour is considered fully hosted with exception of park fees. Alcoholic beverage provision is at the discretion of the host.

2.2.2.4. The tour must include at least two different destinations within Africa's Eden region.

2.2.2.5. The hosts must submit a "wish list" of 18 confirmed buyers based on the registered buyers supplied by the organisations. The organisers will confirm minimum of 1/6 buyers requested will be guaranteed on the tour.

2.2.2.6. The hosts will be able to reject maximum of 3/6 buyers allocated to their tour.

2.2.2.7. The hosts will be responsible for furnishing the organisers with a full itinerary completed in Wetu.

2.2.2.8. The hosts will be responsible for the buyers at all times during the event. In the event of unbecoming conduct, the host will liaise with the organising committee in order to best manage the situation.

2.2.2.9. In the event that the buyer contracts Covid 19, the hosts are not responsible for the expenses related to quarantine of the buyer, amendment of travel or other costs. The buyer is obliged to carry full international medical insurance.

3. FEES

3.1. The exhibitor 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 February - 1 March: \$1,500

3.1.2. Standard Rate : 1 March - 1 June : \$1,875

3.1.3. Late Rate : 1 June - 15 October : \$2,300

3.2. 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.

3.3. 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.

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

3.5. The exhibitor fees include :

3.5.1. Register for 1 person to represent the exhibiting company/companies at all official event activities.

3.5.2. All official event meals and networking events.

3.5.3. Transport to and from the opening event.

3.5.4. Event scheduling and meeting systems.

3.5.5. Participation in the daily Kgotla sessions (Africa's Eden congress events)

3.6. The exhibiting company can include a second person at the following fees:

3.6.1. Early Bird 1 February - 1 March: \$250

3.6.2. Standard Rate : 1 March - 1 June : \$310

3.6.3. Late Rate : 1 June - 15 October : \$385

3.6.4 Additional person for Kgotla : \$50

4. EXHIBITOR OBLIGATIONS

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

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

4.3. The exhibitor 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 exhibitor for any future events organised by Africa's Eden.

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

4.4. The exhibitor 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.

4.5. Non-registered personnel (as defined by the person demonstrating the official event identification) will not be permitted at any official Africa's Eden networking event, meetings, or meals.

4.5.1. In the event the exhibitor would like to share responsibilities with other team members they may do so in consultation with the organisers. The event identification must be exchanged between exhibitor person outside of the venue.

5. EVENT PLATFORM

5.1. The Exhibitor is expected to provide a list of buyer nominations within the designated time frame, prior to 1 May.

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

5.3. The Exhibitor 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.

5.4. The Exhibitor 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.