

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 Livingstone, November 2023.

1. BUYER DEFINITION

- 1.1. Buyer refers to an agent invited by Africa's Eden to the Livingstone, November 2023 Travel Show.
- 1.2. A buyer is only considered registered once they have completed the registration form online, been accepted by the Association and paid the registration fee.
- 1.3. A buyer is obligated to abide by ALL terms and conditions expressed in this contract in order to qualify for registration.
- 1.4. A Buyer cannot attend a consecutive Africa's Eden Travel Show. Although not encouraged buyers (individual) from a company that has attended the previous Travel Show can be considered.
- 1.5. Africa's Eden reserves the right to reject any buyer without prejudice.

2. THE EVENT

- 2.1. The Event includes, pre and post tours within the Africa's Eden Destination (Botswana, Namibia, Zambia and Zimbabwe) and the Travel Show to be hosted in Livingstone.
- 2.2. The Event dates are as follows :
 - 2.2.1. Pre - Tour : 15 – 20 November
 - 2.2.2. Arrival & registration day : 20 November
 - 2.2.3. Meetings & scheduled activities : 21 -23 November
 - 2.2.4. Departure day : 24 November
 - 2.2.5. Post Tour : 24 – 29 November
- 2.3. The buyer is expected to attend one familiarization tour and the full event. Adherence to the published schedule is obligatory unless specific permissions are obtained prior to the event from the AE Organising Committee.
- 2.4. The buyer will be hosted by Africa's Eden for the duration of the Livingstone show at a member facility. In the event that the buyer would like to amend or move to another accommodation facility, Africa's Eden will not be responsible for any costs incurred to the initial hosting property or the property at which the buyer chooses.

3. FEES

- 3.1. The buyer agrees to pay a fee as contribution to the event expenses. The fees will be levied according to where the buyer is domiciled:
 - 3.1.1. International : \$1000
 - 3.1.2. SADC : \$750
- 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 upon registration confirmation, the fees must be made in a timely manner and are expected before the end of the invoiced month.

3.4. Cancellation will be considered without prejudice taking consideration of the following dates :

3.4.1. Up to 1 August– full refund (100% with bank/credit card expense deduction)

3.4.2. Up to 1 Oct– 50% refund with bank/credit card expense deduction

3.4.3. Cancellation after 1 October will not be refundable.

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

3.6. The buyer fees include :

3.6.1 Voucher contribution towards airfare, \$500 for international buyers and \$250 for regional buyers. Vouchers are non-transferable.

3.6.1.1. Vouchers can be utilized with our aviation partner Travelstart. (see specific ticketing Ts & Cs)

3.6.1.2. If the buyer would like to take ALL responsibility for their airfare, they will be expected to pay the full fee minus the voucher amount. I.E. \$500 for International buyers or \$250 for regional buyers.

3.6.2. Buyer fees are inclusive of but not exclusive to:

3.6.2.1. All accommodation and meals during the familiarization tour. In some cases, the internal flights during the familiarization tour will be included (stated on the selection)

3.6.2.2. All accommodation during the official event dates.

3.6.2.3. Stated Meals during the event: teas & lunches 21, 22,23 Nov. Closing dinner

3.6.2.4. All activities offered during the hosted itinerary and scheduled activities.

3.6.2.5. Event scheduling and meeting systems.

3.7. The buyer fees do not include :

3.7.1. PCR testing

3.7.2. Transfer/flights over and above the voucher amount. In some cases, the internal flights during the familiarization tour will not be included, and payment will be made directly to the hosting company. (Stated on the selection)

3.7.3. Visa processing fees

3.7.4. Park or conservation levies

3.7.5. Extras including but not exclusive to alcoholic beverages, laundry, telephone or other discretionary expenses.

3.8. Any expenses related to a 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 carry full travel insurance. Africa's Eden will not be responsible for any costs related to inadequate insurance cover, including that of Covid19.

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 meetings 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 with professionalism at all times.

4.4. The Buyer is prohibited from displaying or distributing 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. FAMILIARIZATION TOURS

5.1. A total of 24 familiarization tours will be available for selection. 12 pre and 12 post.

5.2. A maximum of 5 pax will be accommodated on any given tour.

5.3. Allocation of tours will be based on a first come first served basis. Buyers will only be eligible to select a familiarization tour once full payment has been received.

5.4. Buyers cannot select two familiarization tours, unless specifically requested and agreed upon with the organisers.

5.5. In some cases, internal flights will be payable by the buyer. These costs will be paid directly to the hosting company.

5.6. In some cases, occupancy will be based on sharing.

6. EVENT PLATFORM

6.1. The Buyer is expected to utilise the event platform "Cvent" for registration, familiarization tour selection and meeting scheduling.

6.2. 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.

6.3. The Buyer will be expected to select their familiarization tour on Cvent based on a first come, first served basis. Familiarization tours will be loaded on Cvent and the Africa's Eden website from 15 February.

6.4. The Buyer will be expected to schedule their meetings prior to the event using Cvent. The meeting schedule will be open from 15 February.

6.4.1. Both buyers and exhibitors will be enabled to request and reject any meetings.

6.4.2. Match making is open between buyers and exhibitors until the 1 October. Following this date, the organisers of the event may block off meetings manually to ensure that both buyers and exhibitors have the fullest schedule possible.

6.4.3. Participants are expected to undertake all meetings in the schedule with no exception.

7. LIMITATION OF LIABILITY

Africa's Eden and its officers, directors, servants or agents will under no circumstances be liable for any claim, loss, damage or injury suffered by any person whether to their person or property, howsoever caused whether or not arising from any act, omission, default, or negligence on the part of Africa's Eden, unless such claim is due to the gross negligence or wilful conduct of Africa's Eden and such claim is lodged in writing with Africa's Eden.

8. WHOLE AGREEMENT

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

9. 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.

10. LAW AND JURISDICTION

10.1. 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.

10.2 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.

10.3 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.

10.4 Arbitration will be conducted in English.

10.5 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.

10.6 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

11. LEGAL FEES

11.1 In the event that Africa's Eden has to engage a lawyer to enforce any of its rights in terms of these Conditions or otherwise, and in the event that Africa's Eden is successful in the enforcement of such rights, the client will be liable for all legal fees at an attorney and own client scale.

12. Entire Contract

All the terms and conditions displayed on the sites constitute the entire terms of the relationship between the parties. There exists no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship and the **CLIENT ACKNOWLEDGES** that he/she has not relied on any matter or thing stated on behalf of Africa's Eden or otherwise that is not included herein.

The buyer acknowledges the full document and undersigns below that the terms and conditions are clearly understood.

Signed name :

Signature :

Date :