

AFRICA PIONEERS OF EXCELLENCE

Virtual Event Terms and Conditions

Executive Briefing Pack and Full Legal Terms

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Prepared for use in connection with virtual events hosted or administered by Africa Pioneers of Excellence. This document contains an executive briefing pack for ease of reference, followed by the full legally binding Terms and Conditions.

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Executive Briefing Sheet

This briefing sheet is a high-level summary intended for executive reference only. It does not replace the full Terms and Conditions set out below, which shall prevail in the event of any inconsistency.

Topic	Executive Position
Registration and Payment	Registration is only confirmed once payment has been received in cleared funds, unless otherwise agreed in writing. Fees remain payable subject to the cancellation provisions.
Cancellation and Refunds	Written cancellations must be received at least three working days before the Event to be considered for a refund. No refunds are payable for no-shows or late cancellations.
Substitutions	Delegate substitutions may be permitted at the Organisers' discretion if written notice is received before the Event starts.
Technical Responsibility	Delegates are responsible for their own internet connection, device compatibility, software readiness, and ability to access the Event.
Access and Credentials	Event access links and login details are personal, non-transferable, and may not be shared or misused.
Recordings and Intellectual Property	The Organisers may record the Event for lawful Event purposes. Event content and intellectual property may not be copied, distributed, or shared without written permission.
Conduct and Removal	Misconduct, unlawful behaviour, or misuse of the Platform may result in removal without refund or compensation.
Privacy and POPIA	Personal information may be processed for lawful Event-related purposes in accordance with applicable law, including POPIA where applicable.
Programme Changes and Force Majeure	The Organisers may amend, postpone, reformat, or cancel the Event where reasonably necessary, including where disruption arises from events beyond their reasonable control.
Liability and Governing Law	Liability is limited to the maximum extent permitted by law, and the Terms are governed by South African law.
Acceptance	Registration, payment, access, attendance, or participation constitutes acceptance of the full Terms and Conditions.

Full Legal Terms and Conditions

The following provisions constitute the full legally binding Terms and Conditions applicable to the Event.

1. Definitions and Interpretation

In these Terms and Conditions, unless the context indicates otherwise, “Event” means the relevant virtual conference, webinar, workshop, seminar, masterclass, roundtable, or other online event hosted, organised, or administered by Africa Pioneers of Excellence; “Organisers” means Africa Pioneers of Excellence and, where applicable, its employees, officers, contractors, agents, service providers, and authorised representatives involved in the delivery of the Event; “Delegate” means the natural person or juristic person registering for, accessing, attending, or participating in the Event; “Platform” means any website, application, webinar system, streaming service, collaboration tool, or digital interface used for the Event; “Fees” means all registration fees, charges, taxes, and other amounts payable in connection with the Event; and references to the singular include the plural and vice versa, references to any gender include the other genders, and headings are for convenience only and shall not affect interpretation.

2. No-Show Policy

Any Delegate who fails to attend the Event without having submitted a written notice of cancellation within the prescribed cancellation period shall be deemed to be a no-show, and no refund, credit, transfer, or other adjustment shall be due in respect of such non-attendance.

3. Registration and Confirmation

Each Delegate warrants that all information submitted in connection with the registration process is true, accurate, complete, and current, and undertakes to notify the Organisers without delay of any material change to such information.

Upon completion of the online registration process, the Delegate may receive an automated acknowledgement of booking. Any such acknowledgement shall not, in itself, constitute acceptance of the registration by the Organisers. Where applicable, an invoice may be issued for submission to the Delegate’s employer, principal, or sponsoring organisation for payment processing.

A registration shall only be deemed accepted and confirmed once full payment has been received in cleared funds by the Organisers, unless otherwise expressly agreed in writing. Upon such confirmation, the Organisers may issue the relevant access link, login credentials, password, and any further joining instructions applicable to the Event.

The Organisers reserve the right, in their sole discretion, to reject, defer, or withhold any registration where payment is declined, reversed, incomplete, disputed, or outstanding, and to deny access to the Event until all sums due and payable have been settled in full.

4. Payment Terms

Unless otherwise agreed in writing, all Fees payable in respect of the Event shall be paid in full prior to the Event date as a condition precedent to confirmation of registration and access to the online Event platform.

Non-attendance by a Delegate shall not release the Delegate, or any employer, principal, or sponsoring organisation responsible for payment, from any obligation to pay amounts due and owing under these Terms and Conditions.

Any request for cancellation, substitution, refund, or transfer shall be dealt with strictly in accordance with the Cancellation and Substitution Policy set out below. The Organisers shall be under no obligation to process any such request unless all amounts then due and payable have first been paid in full, where applicable.

Where a refund is approved by the Organisers, such refund shall ordinarily be processed within seven (7) to fourteen (14) working days after written confirmation of the approved cancellation, subject to any applicable administrative charges, banking charges, deductions, or processing constraints.

5. Cancellation and Substitution Policy

- All notices of cancellation shall be submitted in writing and received by the Organisers not later than three (3) working days prior to the commencement of the Event.
- A cancellation received within the prescribed notice period may, at the Organisers' discretion, qualify for a refund less any applicable administrative, banking, or processing charges.
- No refund shall be payable in respect of any cancellation received after the prescribed notice period or in respect of any no-show.
- The Organisers may, in their sole discretion, permit the substitution of a Delegate with another Delegate from the same organisation, at no additional charge.
- Full particulars of any substitute Delegate must be submitted in writing and received by the Organisers before the commencement of the Event.

All notices of cancellation or substitution shall be submitted in writing to the Organisers using the official Event contact details communicated in the relevant registration, booking, or Event correspondence.

6. Platform Access, Internet Connectivity, and Technical Requirements

The Event may be hosted, transmitted, delivered, or otherwise supported by means of third-party digital platforms, including without limitation Zoom, Microsoft Teams, webinar software, streaming platforms, or equivalent services. The Organisers shall use reasonable endeavours to facilitate the delivery of the Event but do not warrant that any such platform shall be uninterrupted, continuously available, error-free, secure, or fit for any particular purpose, and shall not be liable for any interruption, delay, outage, defect, or failure attributable to any third-party platform or service provider.

Each Delegate shall be solely responsible for procuring and maintaining, at his, her, or its own cost, a stable internet connection, a compatible device, functioning audio capability, and all software, browser, system, and security requirements necessary to access and participate in the Event. The Organisers shall bear no responsibility for any disruption, limitation, degradation, or inability to participate arising from inadequate connectivity, incompatible equipment, software malfunction, power failure, firewall restrictions, bandwidth limitations, or any other technical issue occurring on the Delegate's side or otherwise beyond the Organisers' reasonable control.

No refund, credit, reduction, compensation, or other remedy shall be payable by reason of any loss of access, delayed access, poor audio or video quality, limited participation, interrupted streaming, or diminished Event experience resulting from technical or connectivity issues beyond the Organisers' reasonable control.

7. Recordings, Replay Access, and Intellectual Property

The Organisers reserve the right to record, store, reproduce, edit, publish, or otherwise use all or any part of the Event for quality assurance, training, archival, educational, promotional, compliance, or future Event purposes.

By registering for, accessing, or participating in the Event, each Delegate acknowledges and agrees that his, her, or its name, image, likeness, voice, submitted content, comments, questions, or participation may be captured, displayed, transmitted, or included in live or recorded Event materials, where applicable.

Any recordings, replay materials, slides, handouts, transcripts, certificates, or post-Event resources made available to Delegates shall be provided strictly at the Organisers' discretion and may be withheld, restricted, withdrawn, or time-limited by reason of speaker consent, licensing restrictions, confidentiality obligations, legal requirements, technical feasibility, or any other operational consideration.

All rights, title, and interest in and to the Event, including all presentations, materials, recordings, branding, content, and associated intellectual property, shall remain vested in the Organisers, presenters, or other applicable rights holders. No Delegate shall copy, reproduce, record, adapt, publish, distribute, transmit, sell, licence, exploit, or otherwise make available any such content, in whole or in part, without the prior written consent of the relevant rights holder.

8. Delegate Conduct

Each Delegate shall conduct himself, herself, or itself in a lawful, professional, respectful, and non-disruptive manner throughout the Event.

The Organisers reserve the right, in their sole discretion and without prior notice, to restrict access to, suspend, mute, remove, or exclude any Delegate from the Event platform, chat functions, breakout rooms, or associated communications where such Delegate engages in conduct which the Organisers consider to be inappropriate, unlawful, abusive, threatening, discriminatory, harassing, defamatory, misleading, disruptive, or otherwise prejudicial to the interests of the Organisers, any presenter, any sponsor, any attendee, or any third party. Any such removal or restriction shall be without prejudice to any other rights or remedies available to the Organisers and shall not give rise to any right to a refund, credit, or compensation.

9. Privacy and Data Protection (POPIA-Aligned)

By registering for, accessing, or attending the Event, each Delegate acknowledges that the Organisers may collect, receive, record, store, use, disclose, and otherwise process personal information for lawful Event-related purposes, including registration administration, communications, payment processing, attendance management, platform access, certification, reporting, security, compliance, and related operational requirements, in accordance with applicable law, including the Protection of Personal Information Act, 2013 (POPIA), where applicable. Where consent is required by law for any specific processing activity, such consent shall be obtained separately or shall be deemed to have been given only to the extent lawfully permissible.

9.1 Information Collected

The categories of personal information which may be collected and processed include, without limitation, the following:

- Name and surname, job title, organisation, and relevant contact details.
- Attendance preferences and registration-related information.
- Accessibility requirements or accommodation requests voluntarily provided by the Delegate.

- Event-related questions, comments, submissions, or communications provided by the Delegate.
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9.2 Purpose of Processing

Personal information may be processed for the following lawful and event-related purposes:

- Event administration, registration management, and attendance verification.
 - Issuing access links, reminders, notices, updates, and other communications relating to the Event.
 - Providing post-Event materials, certificates, replay access, or related resources, where applicable.
 - Operational, organisational, and client service communications connected with the Event, where applicable.
 - Governance, compliance, internal reporting, record-keeping, security, and audit purposes.
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9.3 Storage, Security, Disclosure, and Operators

- Personal information shall be stored and processed using reasonable, appropriate, and commercially practicable technical and organisational measures designed to safeguard confidentiality, integrity, and availability and to prevent loss, damage, unauthorised destruction, unlawful access, or unlawful processing.
 - The Organisers may appoint third-party operators, service providers, payment processors, cloud hosting providers, virtual Event platform providers, certificate issuers, analytics providers, and other contractors to process personal information on their behalf for lawful Event-related purposes, subject to appropriate duties of confidentiality and processing controls.
 - Personal information shall not be sold and shall only be disclosed where reasonably necessary for Event delivery, payment administration, platform hosting, certification, reporting, compliance, legal obligations, protection of rights, security, fraud prevention, or other lawful purposes compatible with the collection purpose.
 - To the extent reasonably necessary for the hosting or administration of the Event, personal information may be processed or stored using systems located outside the Republic of South Africa, provided that such processing shall be subject to appropriate legal, contractual, or security safeguards to the extent required by applicable law.
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9.4 Data Subject Rights

Subject to applicable law, a Delegate may:

- Request access to personal information held about you, subject to applicable law.
 - Request correction, deletion, or updating of information where appropriate.
 - Object to certain processing or opt out of non-essential communications, where applicable.
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9.5 Acknowledgement

Each Delegate acknowledges that personal information may be processed on one or more lawful grounds recognised by applicable law, including where necessary for the conclusion or performance of a contract, compliance with a legal obligation, the pursuit of legitimate interests, or consent where specifically required.

10. Programme Changes, Postponement, or Cancellation

The Organisers reserve the right, at any time and in their sole discretion, to amend, substitute, vary, postpone, curtail, extend, reformat, or otherwise alter the Event programme where reasonably necessary, including any speaker, facilitator, moderator, topic, agenda item, date, time, sequence, format, digital platform, or related arrangement. No representation or warranty is given that any particular speaker, topic, session, or item of the published programme will be available as advertised.

The availability of any recordings, replay access, presentation materials, handouts, transcripts, certificates, or related resources shall not be guaranteed and shall remain subject to speaker approval, licensing terms, confidentiality obligations, technical feasibility, legal restrictions, and platform permissions.

In the event that the Organisers cancel, materially postpone, materially reschedule, or materially disrupt the Event for reasons within their reasonable control, the Organisers may, in their sole discretion and as the Delegate's exclusive remedy, offer a transfer to a future Event, a credit, substitute access, replay access where appropriate, or a refund in whole or in part, subject to the circumstances. Under no circumstances shall the Organisers be liable for any indirect, incidental, special, consequential, or ancillary costs or losses, including data charges, travel expenses, accommodation costs, loss of business, loss of opportunity, or wasted management time.

11. Certificates of Attendance

Certificates of attendance, where applicable, will only be issued to Delegates who have attended the relevant Event or session and who have complied with any participation, attendance verification, or completion requirements determined by the Organisers.

12. Access Links, Login Details, and Sharing Restrictions

All Event access links, login credentials, passwords, and participation details are personal to the registered Delegate and are issued on a limited, non-transferable, revocable basis solely for the purpose of attending the relevant Event. Such credentials may not be shared, transferred, sublicensed, distributed, published, disclosed, or used by any unauthorised person. Any unauthorised sharing, misuse, circumvention, or attempted circumvention of access restrictions shall constitute a material breach of these Terms and Conditions and may result in immediate suspension, termination of access, or removal from the Event without notice, refund, or compensation.

Each Delegate shall be responsible for joining the Event timeously and for complying fully with all joining instructions, technical notices, participation rules, and administrative directions issued by the Organisers. The Organisers shall not be liable for any missed content, reduced interaction, failure of attendance verification, or diminished participation arising from late arrival, incorrect credential use, unauthorised credential sharing, or any failure by the Delegate to follow Event instructions.

Where a registered Delegate is unable to attend, the Organisers may, in their sole discretion, permit the substitution of another Delegate from the same organisation, provided that written notice is received before the commencement of the Event and all required particulars of the substitute Delegate have been supplied.

13. Limitation of Liability, Indemnity, and Governing Law

To the maximum extent permitted by applicable law, participation in the Event shall be entirely at the Delegate's own risk. The Organisers shall not be liable for any indirect, incidental, special, punitive, or consequential loss, damage, liability, cost, claim, or expense arising out of or in connection with the Event, including any platform

failure, interruption, postponement, cancellation, content error, omission, loss of data, reputational harm, loss of opportunity, or loss of profit, save to the extent that such loss arises directly from the Organisers' wilful misconduct or gross negligence, and nothing in these Terms and Conditions shall exclude or limit any liability which cannot lawfully be excluded or limited. The Delegate indemnifies and holds harmless the Organisers against any third-party claim, loss, damage, liability, cost, or expense arising from the Delegate's breach of these Terms and Conditions, unlawful conduct, misuse of the Platform, infringement of any intellectual property right, or violation of any applicable law, except to the extent caused by the Organisers' wilful misconduct or gross negligence. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa, and the parties consent to the exclusive jurisdiction of the courts of South Africa in respect of any dispute arising from or in connection with the Event or these Terms and Conditions.

14. Force Majeure

The Organisers shall not be liable for any delay, interruption, rescheduling, reduced performance, failure, or inability to perform any obligation arising from or in connection with the Event to the extent caused by any event or circumstance beyond their reasonable control, including without limitation acts of God, flood, fire, epidemic, pandemic, public health emergency, war, terrorism, civil commotion, riot, labour dispute, industrial action, utility failure, internet disruption, cyber incident, governmental action, change in law, embargo, or failure of any third-party service provider or Platform. In such circumstances, the Organisers may suspend performance, modify the Event format, postpone the Event, substitute speakers or sessions, provide alternative access, or cancel the Event, and any remedy offered to Delegates shall be determined in accordance with these Terms and Conditions and the circumstances then prevailing.

15. Breach and Remedies

Without prejudice to any other rights or remedies available in law, equity, or under these Terms and Conditions, the Organisers may, upon any actual, anticipated, or suspected breach by a Delegate, suspend access to the Event, withhold materials, revoke credentials, reject participation, refuse future registrations, recover any outstanding Fees, and pursue any other appropriate relief. No relaxation, latitude, extension of time, or indulgence granted by the Organisers shall constitute a waiver of rights or an election not to enforce any provision.

16. General

If any provision of these Terms and Conditions is found to be invalid, unlawful, or unenforceable, that provision shall, to the extent necessary, be severed and the remaining provisions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the parties in relation to the Event and supersede any prior representation, communication, undertaking, or understanding relating to the same subject matter, provided that nothing herein shall exclude liability for fraud. No variation, amendment, consensual cancellation, or waiver of any provision of these Terms and Conditions shall be of any force or effect unless reduced to writing and approved by the Organisers. No failure or delay by the Organisers in exercising any right shall constitute a waiver of that right.

17. Amendments

Africa Pioneers of Excellence reserves the right, from time to time, to amend, revise, supplement, or update these Terms and Conditions. Unless otherwise stated in writing by the Organisers, the version in force on the date of registration for the relevant Event shall apply to that Event.

18. Acceptance

Completion of the registration process, payment of any applicable Fees, use of any access link, attendance at the Event, or participation in any session shall each constitute deemed acceptance of these Terms and Conditions by the Delegate. Where a Delegate registers on behalf of another person or organisation, such Delegate warrants that he or she is duly authorised to do so and to bind the relevant person or organisation, to the extent applicable.

Appendices

Appendix A: Attendee Summary

This attendee summary is provided for convenience only and does not replace the full Terms and Conditions.

Topic	Attendee Summary
Registration	Registration is only confirmed once payment has been received in full, unless otherwise agreed in writing.
Cancellations	Written cancellations must be submitted at least three working days before the Event to be considered for a refund.
No-Shows	No refunds are available for no-shows or late cancellations.
Substitutions	A replacement Delegate from the same organisation may be accepted if written notice is received before the Event starts.
Technical Access	You are responsible for your own internet connection, device, software, and ability to access the Event platform.
Credentials	Access links, passwords, and login details are personal to the registered delegate and may not be shared.
Recordings	The Event may be recorded, and participation may appear in live or recorded content where applicable.
Materials	Event materials and recordings may not be copied, shared, distributed, or reused without written permission.
Conduct	The Organisers may remove any attendee whose behaviour is disruptive, unlawful, abusive, or inappropriate.
Acceptance	By registering for or attending the Event, you agree to the full Terms and Conditions.

Appendix B: Registration Checkbox Statement

I have read and agree to the Virtual Event Terms and Conditions and Privacy Notice.

Appendix C: Privacy Notice

This Privacy Notice explains how Africa Pioneers of Excellence may collect, use, store, and otherwise process personal information in connection with registration for and participation in the Event.

Your personal information may be processed for lawful purposes connected to the Event, including registration administration, payment processing, communications, platform access, attendance management, certification, reporting, security, compliance, and post-event follow-up where applicable.

Personal information may be processed by authorised employees, contractors, event platforms, payment service providers, cloud hosting providers, and other service providers who support the delivery and

administration of the Event. Information may also be processed or stored outside South Africa where reasonably necessary, subject to appropriate safeguards where required by law.

Africa Pioneers of Excellence will take reasonable technical and organisational steps to protect personal information and will not sell personal information. Subject to applicable law, you may request access to, correction of, or objection to certain processing of your personal information.

By registering for or attending the Event, you acknowledge this Privacy Notice and the Terms and Conditions.

Appendix D: Cancellation Policy Extract

The following cancellation terms apply to virtual Event registrations:

Topic	Cancellation Policy Extract
Notice	All cancellations must be submitted in writing.
Refund Eligibility	Cancellations received at least three working days before the Event may be considered for a refund.
Charges	Approved refunds may be subject to administrative or banking charges.
Late Cancellations and No-Shows	No refunds apply to late cancellations or no-shows.
Substitutions	A substitute Delegate from the same organisation may be accepted if written notice is received before the Event begins.
Confirmation of Registration	Registration is confirmed once payment has been received in cleared funds, unless otherwise agreed in writing.