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VIRTUAL EXHIBITION CONTRACT

Exhibiting Company:			
Postal Address:		Physical Address:	
Email:		Accounts Dept Email:	
Tel:		Tel:	
Cell:		Cell:	
Contact:		Contact:	
Authorized Representative:			
Contact:		Email:	
Tel:		Cell:	
Package - please indicate by ticking the package requested:			
	SADA 2021 Congress Titanium	R150 000 (Excl VAT)	R172 500 (Incl VAT)
	SADA 2021 Congress Platinum	R75 000 (Excl VAT)	R86 250 (Incl VAT)
	SADA 2021 Congress Gold	R35 000 (Excl VAT)	R40 25 (Incl VAT)
	SADA 2021 Congress Silver	R7 500 (Excl VAT)	R8 625 (Incl VAT)
	SADA 2021 Congress Essential	R3 500 (Excl VAT)	R4 025 (Incl VAT)

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Overview of Trader Exhibition PACKAGE/s (All packages quoted Excluding VAT)	TITANIUM R150 000	PLATINUM R75 000	GOLD R35 000	SILVER R7 500	ESSENTIA L R3 500
1 Fully sponsored keynote speaker for the Titanium sponsor's expense	✓				
physical seats at 1 table at the physical gala evening (dependent upon lockdown regulations)	10 SEATS	6 SEATS			
Staff member attendance of virtual lectures FREE of charge	10 STAFF	6 STAFF	2 STAFF	2 STAFF	
Welcome address/presentation at virtual gala evening	5 minute	3 minute	2 minute		
Access to delegate information if pre-authorized by delegate for marketing purposes (POPIA)	✓	✓	✓	✓	✓
All artwork and graphics to be supplied for the construction of the exhibition space as per specifications supplied	✓	✓	✓	✓	✓
Client-supplied video advertisement for airing during breaks - maximum airing times per day	2 minutes 8 times per day	1 minute 6 times per day	1 minute 4 times per day	1 minute 1 time per day	
Client-supplied video for the conference kick-off	1 minute	30 second			
Comprehensive post-event ROI document	✓	✓	✓	✓	✓
Delegate entry for 5 oral health care practitioners at SADA cost to the value of R6000	✓				
Inclusion of your logo on all conference e-branding, e-marketing material and e-invitations	✓	✓	✓	✓	✓
SADA Digital platforms: www.sadacongress.co.za www.sada.co.za Facebook Public/Professional/YDC/Instagram/ Twitter/LinkedIn/YouTube	✓	✓	✓	✓	✓
Panel discussion facilitation with fully sponsored keynote speaker for a breakaway session (Private chat room - closed to Titanium sponsor - maximum 30 delegates on invite by Titanium sponsor)	✓				
Post-event emails (company logo will be highlighted in two rounds of communications to all attendees)	✓	✓	✓	✓	✓
Post-event highlights video (supplied through SADA Congress virtual partner)	✓	✓	✓	✓	
PR and social media coverage	✓	✓	✓	✓	✓
Registration partner	✓				
Sponsor logo on all sponsor loops and AV	✓	✓	✓	✓	✓
Sponsor logo on the programme content with link to sponsor website	✓	✓	✓	✓	✓
Virtual conference exhibition - unlimited staff delegates	✓	✓	✓	✓	
Virtual conference exhibition - unlimited sponsored lucky draws and give away at sponsor expense	✓	✓	✓	✓	

Contract Acceptance and Authorization

The exhibiting company does hereby apply for the reservation of virtual space at Dental & Oral Health Virtual Congress & Exhibition (SADA) held on 27 August 2021 to 29 August 2021 ("Congress 2021"). SADA agrees to review your Application and Contract and allocate virtual space consistent with show eligibility requirements, policies, and at the discretion of SADA. Cancellations must be made in writing and are subject to a refundable cancellation fee outlined in the Terms and Conditions Governing the Congress 2021.

Contract Acceptance: This Application and Contract shall become effective when it has been submitted by the exhibiting company in the manner described in this section and accepted by a duly authorized representative of SADA. To submit this Contract to SADA, the exhibiting company must check the "I agree and accept these terms" box below, which will be sent with a time/date stamp and sender's IP address.

By the name listed below, the individual represents and warrants that he/she is duly authorized to execute this binding Contract on behalf of the exhibiting company. By checking the "I agree and accept these terms" box, the exhibiting company agrees to be bound by the Terms and Conditions Governing Congress 2021 on 27 August to 29 August 2021 and/or any other rules issued prior to the Exhibition by SADA. This Application and Contract will then constitute a binding offer, which SADA may accept by online submission by email. The exhibiting company agrees that upon acceptance of this Application and Contract by SADA, with or without appropriate payment of the exhibition fee and further action by the exhibiting company, this Application and Contract shall become legally binding; enforceable against the exhibiting company in accordance with its terms.

CONTRACT ACCEPTANCE & PAYMENT
I agree to abide by all provisions, rules, terms and conditions which form part of this contract.
AUTHORIZED REPRESENTATIVE SIGNATURE:
DATE:

Terms and Conditions Governing Congress 2021

1. Defined Terms: The term "Exhibition" refers to the trade show component of Congress 2021 scheduled on 27 August to 29 August 2021. The term "Exhibitor" means the company or person or any of its officers, directors, shareholders, employees, contractors, agents, or representatives that applied for virtual exhibit space rental and agreed to enter into this Contract.
2. Contract Acceptance: This Contract shall become effective when it has been submitted by the exhibiting company in the manner described in the "Contract Acceptance and Authorization" section and accepted by a duly authorized representative of SADA.
3. Qualification of Exhibitors: SADA reserves the right to determine eligibility of exhibitor for inclusion in the Exhibition prior to, or after, execution of the Agreement. Products and services displayed must be exhibition industry related; and that are intended for and generally used in a manner that conform to applicable laws or regulations. No other products can be displayed. No exhibitor shall display any product or display or distribute advertisements for a product which infringes upon the registered trademark, copyright or patent of another company, as has been determined by a court of competent jurisdiction. Product comparisons using product or written materials of companies other than the contracted exhibitor are prohibited. SADA, in its sole judgment, will determine the appropriateness of products exhibited, and reserves the right to prohibit display or advertisement of products which are in violation of these Exhibition Rules or do not meet the Exhibition's objectives.
4. Virtual Slot and Attendees: Exhibitor acknowledges that this Contract is issued for the right to participate as a Virtual Exhibitor in the Congress 2021. SADA makes no representations or warranties with respect to the demographic nature and/or number of exhibitors and/or attendees. The method of determining virtual space (Virtual Booths) shall be established by SADA and may be changed from time to time without notice to exhibitors in order to accommodate what SADA perceives as the best interest of the Virtual Exhibition.
5. Virtual Booth Preparation, Presentation and Inspection: All Virtual Booths will be inspected during the virtual event and any exhibitor deviating from the Rules and Regulations must make modifications to its Virtual Booth at Virtual Exhibitor's expense. If modifications are not made by Virtual Exhibitor, SADA will make any necessary adjustments, at Exhibitor's sole expense. Moreover, Virtual Exhibitor shall be responsible for all costs associated with ensuring any activities, if applicable, are deemed safe under any and all conditions, as determined by SADA in its sole discretion. SADA shall not be subject to any damages whatsoever should an activity or display be required to be terminated or removed by SADA, or its designees, due to such circumstances.
 - A. Virtual Booth Space: Virtual Booths should look professional and engaging. The background of your camera view should be clean and professional. The use of personal pictures, posters, banners, etc. are encouraged.
 - B. Virtual Booth Preparation: All Virtual Booths must be tested and operational on the day of the event. Testing must be scheduled and performed from one week prior to the event. Please ensure testing on each morning of the event. Untested Virtual Booths may be restricted or removed from the day.
6. Use of Virtual Space: Exhibitor shall not assign, sell its rights, sublet, share, or apportion the whole or any part of the virtual space allotted, or have representatives, assets and content from other than its own company in the assigned virtual exhibit space without the written consent of SADA. Virtual Booth Staff Badges provided/associated with the virtual exhibit space may only be used to register staff of the main contracted Virtual Exhibitor or staff of their approved Co-Exhibitor.
7. Exhibitor Breach – Non-Payment: If an Exhibitor fails to make required payments as described in this Contract, or is

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- otherwise in breach of this Contract. SADA may terminate the Exhibitor's participation in the Exhibition without further notice and without obligation to refund moneys previously paid except as set out herein. In order to qualify for and retain original reserved rate for Virtual Booth, full payment for the space must be remitted by posted deadline. If full payment is not received by the deadline, any rate discounts obtained at the time of original booking will become void, the virtual space will be subject to current posted rates, exhibitor will be responsible for the new adjusted total, and full payment must be remitted. Until payment is made in full, the virtual space is not secured and SADA may release. Balance is due immediately and must be paid in full prior to virtual exhibition start date. Any violations may impact Exhibitor's ability to exhibit in future SADA exhibitions.
8. Cancellation of Participation: Notice of cancellation of virtual exhibit space must be submitted in writing (via email, return receipt requested to Marilize Janse van Rensburg at pr@sada.co.za). Should Exhibitor cancel all, or part, of the virtual Exhibit Space contracted for herein after SADA accepts and confirms this Application and Contract, the EXHIBITOR is liable for:
 - a) 50% of Tax Invoice emailed to Exhibitor must be paid within 7 days of Invoice date.
 - b) Balance of Tax Invoice emailed to Exhibitor (remaining 50%) to be paid by 6 August.
 - c) 50% of the total Exhibit Space Fee if notice of cancellation is received after 30 June 2021.
 - d) 75% of the total Exhibit Space Fee if notice of cancellation is received after 31 July 2021.
 - e) 100% of the total Exhibit Space Fee if notice of cancellation is received after 6 August 2021.
 - f) Any exhibition space bookings done only after 31 July 2021, has no cancellation options.

Exhibitor agrees that it is responsible for the total virtual Exhibit Fee for the cancelled virtual Exhibit space which shall be retained or paid to SADA as liquidated damages, if the EXHIBITOR fails to perform any Terms or Conditions of the Contract or refuses to abide by these Terms and Conditions.
 9. Cancellation of the Exhibition: If SADA cancels the Virtual Exhibition for any reason including due to circumstances beyond the reasonable control of SADA (such as Acts of "God," Act of War, governmental emergency), SADA shall refund to each Exhibitor its virtual exhibit space payment previously paid, minus a share of costs and expenses incurred in full satisfaction of all liabilities.
 10. Virtual Exhibit Space Occupancy: Any Exhibitor failing to occupy its assigned space one hour prior to the Virtual Exhibition's opening, or who leaves his or her space unattended during the Exhibit hours, forfeits their rights to the virtual space. All exhibits must be open for business during the Virtual Exhibition hours.
 11. Listing and Promotional Materials: Virtual exhibitors grant SADA a fully-paid, perpetual non-exclusive license to use, display and reproduce the name, logo and contact information of Exhibitors in any directory listing the exhibiting companies at the Exhibition and to use such names and logos in promotional materials. SADA shall not be liable for any errors in any listing or descriptions or for omitting any Exhibitor from the directory or other lists or materials. Exhibitors may not use the SADA corporate logo but, with permission, may use the show logos only to indicate their status as an exhibitor at the virtual exhibition show and not to imply any endorsement by SADA.
 12. Copyrighted Materials: Virtual exhibitors shall not post any non-company copyrighted material unless it has obtained all necessary rights and paid all required royalties, fees or other payment.
 13. Exhibitor Representatives: Exhibitor reps are limited to personnel employed by the Exhibitor listed on the Contract and its named participants who have been deemed appropriate and representative of the exhibiting company.
 14. Indemnification: Exhibitor hereby assumes responsibility for and agrees to indemnify, defend and hold harmless SADA, its respective officers, directors, employees, agents, members, agents, successors and assigns ("Indemnitees") from and against any loss, damage, claim, liability, and expenses (including attorneys' fees), including personal injury or property damage or loss, arising out of or in connection with the Exhibitor's participation in the Virtual Congress and Exhibition and/or the negligence, gross negligence or wilful misconduct of Exhibitor, its employees, agents, or contractors except Exhibitor is not responsible to an Indemnitee for the Indemnitee's gross negligence or wilful misconduct. The terms of this provision shall survive the termination or expiration of this Agreement.
 15. Right to Offset: SADA shall have the right to offset the amount of any obligation due and owing to SADA from the Exhibitor whether under this agreement or any other agreement between IAEE and the Exhibitor. SADA may cancel this Contract in the event that the Exhibitor is past due on any amounts due to SADA for any reason.
 16. Consent to Use of Photographic Images: Registration and attendance at or participation in SADA meetings, exhibitions and other activities constitutes an agreement by the registrant, Exhibitor or other attendee to SADA's use and distribution (both now and in the future) of the registrant or attendee's image or voice in photographs, videotapes, electronic reproductions, or audiotapes of such events and activities. Participants shall not photograph, audio, or video record any and all portions of the Event without the prior written consent of SADA.
 17. Data Use: Exhibitors shall be responsible for compliance with applicable data protection laws (Protection of Personal Information Act, 2013 "POPIA") protecting the personal data of Exhibition attendees. By registering, attending and/or participating in the Exhibition, participants consent to and grant to SADA, the unrestricted, perpetual, worldwide, royalty-free and transferable right and license to use and to distribute (both now and in the future) participant's image and/or voice in photographs, videotapes, electronic reproductions, and audiotapes (both live and on demand) of the Exhibition.
 18. Technology Use: Exhibitors acknowledge that your use of technology during the Exhibition is not guaranteed by SADA. SADA and its vendors will use their best efforts to communicate with Exhibitors regarding camera use in devices and computers, mobile app capabilities in iOS and Android, audio settings and headset use, and stylus use in the Exhibition platform. In no event shall SADA be held liable for interruptions to Internet access, power access, video camera access, or audio capabilities, nor of any similar interruptions to the Exhibition platform for the duration of the posted Exhibition website.
 19. Conduct: Participants may not intentionally interrupt the Exhibition or use of any other online media that interfaces with the Exhibition which might include, but not be limited to, sexualized language or imagery, inappropriate dialog, insults, political statements, or other content or communication outside of the character and purpose of SADA.
 20. Dress Code: The dress code at the Exhibition is smart casual. Exhibitors are required to adhere to this dress code during the Exhibition including, but not limited to, live video chat.
 21. LIMITATION OF LIABILITY: In no event shall SADA or its expert content generating company that specialises in conferencing, eventing and media related services Creative Space Media (Pty) Ltd (CSM) be liable to the exhibitor or any third party hired by or otherwise engaged by the exhibitor for any lost profits or any other indirect, special, punitive, exemplary, incidental or consequential damages, including attorneys' fees and costs, arising out of this application and contract or connected in any way with use of or inability to use the services outlined in this application and contract or for any claim by exhibitor, even if any of SADA and CSM have been advised, are on notice, and/or should have been aware of the possibility of Such damages. Exhibitor agrees that SADA and CSM's sole and maximum liability to exhibitor Regardless of the circumstances shall be the refund of the exhibit booth fee. Exhibitor agrees to indemnify and defend SADA and CSM from any claims brought by a third party hired by or engaged by the exhibitor for any amount beyond the exhibit booth fee. Further, exhibitor agrees to pay all attorneys' fees and costs incurred by SADA and/or CSM arising out of or in any way related to this application and exhibit. Exhibitor shall be solely responsible for its attorneys' fees and costs.
 22. Incorporation of Rules and Regulations: Any and all matters pertaining to the Virtual Exhibition not specifically covered by this Contract, shall be subject to final determination by SADA. SADA may adopt rules or regulations from time to time governing such matters, and may amend or revoke them at any time, upon reasonable notice to the Exhibitor. Exhibitor agrees that the rules as so amended from time to time with reasonable notice to the Exhibitor shall apply to and be binding upon Exhibitor; provided, however, that if for any reason SADA is unable to provide reasonable notice of any such amendment to Exhibitor, or if Exhibitor objects to any such amendment in writing actually delivered to SADA promptly, and in any case within three business days after being notified of any such amendment, then the amendment shall not apply to Exhibitor until such time as the notice SADA has provided constitutes reasonable notice, or until Exhibitor and SADA otherwise agree.