

CONEXT Digital Infrastructure Summit 2022

Sponsorship - Terms and Conditions

1. SPONSORSHIP BENEFITS (Per Package)

1.1 HEADLINE SPONSORSHIP @ US\$ 49,000 (ZAR 735,000)

- Exhibition Space of 36 sqm (choice of 6m x 6m or 9m x 4m), height 4m, carpeted free build space, including electrical connection
- Unlimited Conference Passes
- Conference registration area branding
- Naming rights to event – “Brought to you by”
- Branding in plenary room - screens
- Keynote Address
- Panel discussion participation
- 60 minute workshop or technical presentation (Optional at a cost)
- Marketing Collateral in Tote Bags
- Logo on all online correspondence
- Logo on event web site
- 200-word profile on event website
- Welcome email upon joining (content provided by sponsor)
- 2 Marketing mailshots to DCA member database (1 prior and 1 post event) Content to be provided by sponsor
- Advertorial plus one full page advert in the Conext Publication

1.2 PLATINUM SPONSORSHIP @ US\$ 39,000 (ZAR 585,000)

- Exhibition Space of 5m x 5m, height 3.5m, carpeted free build space, including electrical connection
- 10 Complimentary passes
- Branding in plenary room - screens
- Panel discussion participation
- 30 minute workshop speaking slot or technical presentation (Optional at a cost)
- Marketing Collateral in Tote Bags
- Logo on all online correspondence
- Logo on event web site
- 150-word profile on event website
- Welcome email upon joining (content provided by sponsor)
- 2 Marketing mailshots to DCA member database (1 prior and 1 post event) Content to be provided by sponsor
- One full page advert in the Conext Publication

1.3 GOLD SPONSORSHIP @ US\$ 29,500 (ZAR 442,500)

- Shell scheme booth in exhibition, 5m x 3m, height 2.5m, 1 branded wall, cocktail table, 2 chairs, power point and light, carpet
- 8 Complimentary passes
- Branding on screens in plenary room
- Panel discussion participation
- 30 minute workshop speaking slot or technical presentation (Optional at a cost)
- Marketing Collateral in Tote Bags
- Logo on all online correspondence
- Logo on event web site
- 100-word profile on event website
- Welcome email upon joining (content provided by sponsor)
- 2 Marketing mailshots to DCA member database (1 prior and 1 post event) Content to be provided by sponsor
- One full page advert in the Conext Publication

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1.4 STREAM PARTNER @ US\$ 14,000 (ZAR 210,000) (DCA Members Only)

- Shell scheme booth in exhibition, 4m x 2m, height 2.5m, 1 branded wall, cocktail table, 2 chairs, power point and light, carpet
- 6 Complimentary passes
- Naming rights – ‘Brought to by’ – in the relevant stream
- Branding in plenary room – screens
- 30 min Speaking opportunity in the relevant stream
- Marketing Collateral in Tote Bags
- Logo on all online correspondence
- Logo on event web site
- 50-word profile on event website
- 2 Marketing mailshots to DCA member database (1 prior and 1 post event) Content to be provided by sponsor
- ½ page advert in the Conext Publication

1.5 SILVER SPONSORSHIP @ US\$ 22,500 (ZAR 337,500) (Non-Members)

- Shell scheme booth in exhibition, 4m x 2m, height 2.5m, 1 branded wall, cocktail table, 2 chairs, power point and light, carpet
- 6 Complimentary passes
- Branding in plenary room - screens
- Marketing Collateral in Tote Bags
- Logo on all online correspondence
- Logo on event web site
- 50-word profile on event website
- 2 Marketing mailshots to DCA member database (1 prior and 1 post event) Content to be provided by sponsor
- ½ page advert in the Conext Publication

1.6 SILVER SPONSORSHIP @ US\$ 12,500 (ZAR 187,500) (DCA Members Only)

- Shell scheme booth in exhibition, 4m x 2m, height 2.5m, 1 branded wall, cocktail table, 2 chairs, power point and light, carpet
- 6 Complimentary passes
- Branding in plenary room - screens
- Marketing Collateral in Tote Bags
- Logo on all online correspondence
- Logo on event web site
- 50-word profile on event website
- Welcome email upon joining (content provided by sponsor)
- ½ page advert in the Conext Publication

1.7 OTHER SPONSORSHIPS

- **Cocktail Event (Day 1 – Expo Floor) @ US\$ 7,500 (ZAR 112,500):**
 - Exclusive branding of sponsor during the event
 - Opening ceremony event cocktail advertised as “brought to you by...”
 - Speaking opportunity at the beginning of the event
- **Name Badge and Lanyard Sponsor @ US\$ 6,000 (ZAR 90,000):**
 - Sponsor branding to appear on all Digital Council Africa Conference 2022 printed name badges.
 - Locally sourced lanyards by the Digital Council Africa to be produced in line with sponsor and DCA branding requirements.
- **Delegate Bags Sponsor @ US\$ 5,000 (ZAR 75,000):**
 - Locally sourced Conference Bags by the Digital Council Africa, to be produced in line with sponsor and DCA branding requirements.
 - Sponsor logo on delegate bags

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- **VIP Speaker Lounge @ US\$ 25,000 (ZAR 375,000):**
 - Exclusive branding of sponsor during the event
 - Inclusive of furniture, food and beverages

1. CONTRACT DEFINITIONS

In this Agreement the following words and phrases shall have the following meanings:

- 1.1 Acknowledgement:** The official acknowledgement given by the organizer to the COMPANY for its Contribution as selected in the Sponsorship Application document.
- 1.2 Agreement:** These terms and conditions read together with the Sponsorship Application and any other annexes.
- 1.3 Company:** The legal entity entering into this Agreement, as more fully set out in the Sponsorship Application accompanying this Agreement.
- 1.4 Organizer:** Fibre to the Home Council Africa NPC, a not-for-profit industry association trading as Digital Council Africa, (DCA).
- 1.5 Event:** CONEXT Digital Infrastructure Summit 2022, taking place at the Cape Town International Convention Centre (CTICC 2) from 28 to 29 September 2022.
- 1.6 Commencement Date:** The date of signature of the Agreement by the COMPANY, as set out in the Sponsorship Application document.
- 1.7 Contribution:** The contribution selected by the COMPANY as set out more fully in the Sponsorship Application document.
- 1.8 Notice:** Written notice, including electronic mail or fax to the address set out in this Agreement.
- 1.9 Parties:** Organizer and the COMPANY

2. TERM

The Agreement shall commence on the Commencement Date and shall continue to be of full force and effect until terminated in accordance with this Agreement.

3. INTELLECTUAL PROPERTY

The Parties agree that all Intellectual Property belonging to the Organizer, its Members and Sponsors, shall remain the sole and exclusive property of the Organizer and/or its licensor's. The COMPANY may not use any of the Organizer's Intellectual Property without the prior written consent of the Organizer. The COMPANY hereby provides the Organizer with a non-exclusive, non-transferable right, for the duration of this Agreement, to display the COMPANY's trademark/s and/or logo/s for purposes of the Acknowledgement and for promoting the Event in general.

4. ASSIGNMENT, SALE AND TRANSFER

A Party's rights and obligations in terms of this Agreement may not be licensed, assigned, or transferred at any time, without the prior written consent of the other Party.

5. TERMINATION & BREACH

Either party may immediately terminate this Agreement if the other party commits a material breach, non-observance, or non-performance of any of its obligations hereunder and does not remedy the same (if it is capable of remedy) within 10 days after receiving Notice of such failure or breach by the non-defaulting party.

This Agreement will terminate automatically 1-month after the Event has been declared officially closed or on full delivery of the Contribution, whichever is the latter.

6. FORCE MAJEURE AND LIMITATION OF LIABILITY

Neither of the Parties shall be liable for a failure to perform any of its obligations insofar as it proves:

- that the failure was due to an impediment beyond its control (force majeure);
- that it could not reasonably be expected to have taken the impediment and its effects upon the party's ability to perform into account at the time of the conclusion of this Agreement; and
- that it could not reasonably have avoided or overcome the impediment or at least its effects.

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An impediment may result from events such as (without limitation):

- war, whether declared or not, civil war, civil violence, riots and revolutions, acts of sabotage;
- disasters such as violent storms, cyclones, earthquakes, tidal waves, floods, destruction by lightning;
- explosions, fires, destruction of machines, factories and any kind of installations;
- boycotts, strikes and lockouts of all kinds, go-slows, occupation of factories and premises and work stoppages;
- acts of authority, whether lawful or unlawful, apart from acts from which the party seeking relief has assumed the risk by virtue of any other provisions of this Agreement.

For the purposes of this clause “impediment” does not include lack of authorizations, licenses, permits or approvals necessary for the performance of this Agreement and to be issued by the appropriate public authority.

Should a force majeure event occur the Parties shall bear their own respective costs, which may mean that the COMPANY shall forfeit any right to the Acknowledgement and Organizer will forfeit any right it may have in relation to the Contribution.

Notwithstanding anything contained herein neither Party will be liable for damages, direct or indirect, howsoever caused.

7. RENTAL SPACE ORGANIZATION

The COMPANY will be provided with a Manual, which shall contain general instructions to facilitate participation in the Event. These instructions include, but are not limited to, construction regulations and order forms for Sponsor/Exhibitor services. The Organizer is not liable for any damages, costs or losses resulting from unauthorized use of the Manual. The COMPANY shall be responsible to comply with all rules, regulations and instructions contained in the Manual.

COMPANIES who have contracted a free build booth (raw space only), are responsible for the entire design, construction, waste removal and safety of all elements within the Rental Space, which must comply with all relevant rules and technical regulations included in the Manual. Such COMPANIES are permitted to contract a contractor of their choice.

COMPANIES who have contracted a Turnkey/Shell Scheme Stands acknowledge and agree that the Organizer shall retain all decision-making power and authority in connection with the conceptualization, design, construction, setup, assembly and dismantling of such Turnkey/Shell Scheme Stands including, without limitation, the selection and engagement of any third parties to provide goods or services to the Organizer in connection with any of the foregoing. The COMPANY shall provide layout and branding requirements to the contractor no later than four weeks prior to the start of the Event. In case of non-compliance by the COMPANY with such deadline, neither the Organizer, nor the contractor nor any other third party shall be responsible for any elements of the requirements which are not provided, and a default solution shall be installed in lieu of such elements and/or requirements. Any customization to be discussed directly with the contractor; and additional expenses of customization to be born entirely by the COMPANY and paid directly to the contractor.

Dates and access hours for assembly and dismantling of the COMPANY’S own constructions and move-in and move-out of pre-constructed Rental Spaces and meeting facilities/rooms, will be specified in the Manual.

8. FINANCIAL CONDITIONS

Fees, Payment Schedule and all and any applicable financial terms and conditions shall apply as stipulated in the Contract, unless otherwise approved by the Organizer in writing.

The COMPANY shall be responsible for the settlement in full of any and all charges, costs or fees for any goods and services due to third parties in relation to the Rental Space, for which the Organizer shall not be contractually or financially responsible.

9. MISCELLANEOUS

It is agreed and understood that this Agreement contains all agreements, promises and understandings between the COMPANY and the Organizer and that no verbal or oral agreements, promises or understandings shall be binding upon either the COMPANY or the Organizer in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless reduced to writing and signed by both parties.

If any paragraph, section, provision, sentence, clause, or portion of this Agreement, or any application thereof to any person or circumstance, is determined to be illegal, invalid, or unenforceable, such determination shall in no way affect the legality, validity or enforceability of any other paragraph, section, provision, sentence, clause, or portion of this Agreement.

This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the Republic of South Africa.