

## Terms & Conditions

The Collaborative Exchange (Pty) Ltd, referred to as the Company, is an event management company which organises and owns the FundHub Industry Performance Awards event, and will further be referred to as the Event.

- Delegate refers to any person who attends or is registered to attend the FundHub Industry Performance Awards event.

### Customer Privacy:

The Company shall comply and take all reasonable steps to protect the personal information of all delegates in alignment with the South African Personal Information Act 40 of 2013 (POPIA) and global GDPR policies.

- For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: [http://www.polity.org.za/attachment.php?aa\\_id=3569](http://www.polity.org.za/attachment.php?aa_id=3569)

### Registration, Cancellation and Amendments:

Once a Delegate or the person registering on behalf of a delegate completes the registration:

- A valid and binding agreement shall come into existence at the time when and place from where the registration is sent.
- These Terms & Conditions are accepted, and you authorise the Company to contact you or your designated representatives by any medium regarding the status of your registration and/or relevant information pertaining to this or any other event managed by the Company.
- The person who completes the registration process on behalf of a delegate (or delegates) warrants that he/she is duly authorised to make such registration on their behalf and the Delegate is hereby bound by these terms and conditions.
- You agree that the Company may retain, process and export your/their personal information which has been provided on registration for the purposes of any associated event communications for the event and/or any other event managed by the Company.
- You agree that the Company may retain, process, and export your/their personal information which has been provided on registration to the event associated sponsors for the purposes of any post event associated communications.
- The Company reserves the right to change the Event date/s, the venue, the virtual event platform, the programme, the speakers, or other details of the event.
- Cancellation, if the Company is unable to postpone or go on-line with the Event, the Company reserves the right to cancel the event in its entirety due to any unforeseen circumstances relating to public safety concerns. Should cancellation of the Event become necessary, the Company does not guarantee entitlement of registered delegate/s to any form of remuneration and/or compensation of expenses incurred by the registered delegates.
- The Company takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

### **In cases where payment is required:**

Bookings are NOT confirmed until payment has been received.

- Payment may be made via EFT, Visa and MasterCard.
- Once payment is received, confirmation will be delivered via email within 5 days.
- If payment is not made within 48 hours your booking may be cancelled.
- Amendments to your event registration ticket booking will be accommodated at a cost of R250.00 per amendment.
- Event registration ticket bookings cancelled before 31 January 2026 will receive an 80% refund. Bookings cancelled on or after 1 February 2026 will not be refunded.
- Card transactions will be acquired for the Company via PayGate (Pty) Ltd who are the approved payment gateway for all South African acquiring banks. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to [www.paygate.co.za](http://www.paygate.co.za) to view their security certificate and security policy. The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).
- Delegate registration details will be stored and encrypted by the Company separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to [www.paygate.co.za](http://www.paygate.co.za)

### **Cancellation Policy:**

#### **Cancellation by the delegate:**

- Cancellations made more than 31 calendar days before the check-in date will receive a full refund minus any processing fees.
- Cancellations made within 30 calendar days of the check-in date will forfeit 100% of the booking amount.
- Delegate no-shows at the event venue will not be refunded their event registration fee amount.

#### **Changes to Registration:**

- Changes to the guest details can be made up to 10 days before the event date, subject to availability. An administration fee of R250.00 will be charged per change.

#### **Force Majeure:**

- Cancellations due to force majeure events (e.g., natural disasters, governmental restrictions, pandemics) will be handled on a case-by-case basis. A refund or rebooking option may be offered depending on the circumstances.

#### **Refund Process:**

- Refunds will be processed within 30 business days of the cancellation request. Refunds will be made via EFT, and any credit card transaction fees charged by the payment vendor will be deducted from the refund amount.

**Intellectual Property:**

Material and presentations provided at the Event remain the intellectual property of The Company, its sponsors and partners, who assert their right to worldwide copyright unless specifically agreed otherwise in writing.

- In both the case of Live person to person or virtual events: The recording by any means of any speakers or presentations by delegates and/or third parties is strictly prohibited.
- Delegates consent to the Company (or its designees who have been specifically employed by The Company to make on-site recordings) recording you by any means including, without limitation, electronic recording, film, videotape, audio tape and photography (the "Recordings") without compensation of any kind to you. Delegates agree that The Company shall be the copyright owner of the Recordings and understand that the Company is not obligated to use and/or distribute the Recordings.

**Limitation of Liability:**

The delegate indemnifies and holds The Company, its partners, sponsors, agents, subcontractors and employees, harmless from and against any and all claims, suits, actions, damages or liabilities that arise in connection with the delegate's participation in the event.

**Advice:**

The Company, its directors, sponsors, and the speakers at the Event, do not accept any liability for any investment decisions made based on information obtained at the Event.

- It is not the intention of the Event to provide financial advice, and any comment, presentation, information, or opinion provided at the Event, should not be taken as advice or acted upon.

**General:**

This Event website is governed by the laws of South Africa and The Company chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, its registered office in Johannesburg.

- The Company may, in its sole discretion, change this agreement or any part thereof at any time without notice.
- The Event website is managed by The Collaborative Exchange.