



THE OIL TRADING AND LOGISTICS (OTL) AFRICA DOWNSTREAM WEEK

TERMS AND CONDITIONS

1. INTRODUCTION

The conference and exhibition is owned by OTL Downstream Dev. in Africa Ltd/Gte. OTL Africa includes OTL Downstream Development in Africa Ltd/Gte Conference week and its accompanying on-site and virtual sub-programs. OTL Africa Downstream Week event is organised by ARS Conference Services (ARS CS).

- 1.1 All expressions of interest to register for, speak at, exhibit at, donate to/sponsor the conference and exhibition, and all orders to purchase the relevant documentation pack, are made subject to these Terms & Conditions (These Terms and Conditions shall be read in conjunction with other terms and conditions).
- 1.2 You acknowledge and accept that we have the right to publicly announce our business relationship with you which shall include but not be limited to announcements on social media. Such announcements shall not be disparaging or otherwise adverse to your business.
- 1.3 **Image release:** We often take photographs at events. By participating in an event, you are giving permission to use images in which you may be present. It is understood these images may be used for promotional, news and online/multimedia purposes by and for OTL Africa or the event organisers (ARS CS). Participants agree that they are not entitled to remuneration, residuals, royalties or any other payment in respect of their image/likeness or its use.
- 1.4 **Our liability for on-site events:** Event participants shall be required to keep their personal belongings with them at all times and we accept no liability for damage to, or loss of, personal belongings. We do not accept any responsibility for any loss (including, without limitation, theft) of any property occasioned at our on-site event.
- 1.5 **Our liability for virtual event:** During the virtual event, OTL Africa may record the audio, video and a copy of any document or materials exchanged or displayed. Your participation in the event signifies your consent to photography, audio, video recording and the release, publication, exhibition, or reproduction of same on our various platforms for promotional and marketing purposes subject to clause 2.4.

2. BOOKINGS

2.1 REGISTRATION AND PAYMENT

Submission and completion of an online registration form is regarded as a firm booking (and an Expression of Interest) and acceptance of these terms and conditions; however the booking will not be confirmed until full payment has been received for fee paying category of participants. Payment in full must be received at the time of registration and no later than 1 week before the date the event begins. Where full payment is not received by then for the event, the participant will be required to make payment at the venue (for on-site events) or be refused entry to the event (where applicable) or a reserved exhibition space. We accept payment by cash, card and bank.

2.2 REGISTRATION

2.2.1. Where applicable in paid events, all registration done without payment will be regarded as “Expression of Interest” and will be subject to availability. Registration is subject to making full payment of registration fee.

2.2.2. Payment made on an initially expressed interest will be subject to the current discount regime or payment of full registration fee where all discount regimes have expired.

2.2.3. Participant passes issued for use at the on-site conference are valid for named participants only and cannot be transferred. You may be asked for photographic ID during the conference. If you are unable to provide identification which matches your delegate pass you may be asked to leave the conference.

2.2.4. Participants at the virtual event are required to register (or make payment where applicable), as admittance into the virtual event shall be subject to confirmation of registration. We reserve the right to bar entry to individuals who do not meet our criteria for admittance to the virtual event.

2.3 SUBSTITUTIONS

Substitutions may be made at any time prior to the event date. If you wish to substitute a participant, you must notify OTL Africa in writing at the earliest opportunity and at least 48 hours before the event begins. Email: info@otlafrica.com

2.4 PRIVACY, DATA PROTECTION AND CYBER-SECURITY

The personal information supplied in connection with the registration booking will be held by OTL Africa as a record of participants and parties expressing interest. By registering for this conference and exhibition, the parties concerned are agreeing that OTL Africa or ARS CS may use that personal information to contact them by email, letter, telephone or fax, in order to supply information relevant to this conference and

exhibition, or about other conferences, events and opportunities which may be of interest to them.

In respect of the personal information given when you register, OTL Africa is the “data controller” responsible for that information. All reasonable and necessary steps to ensure that your data is treated securely and in accordance with our data privacy policy, national laws and international standards shall be taken. OTL Africa is committed to ensuring the security and protection of the personal information gathered from participants and exhibitors against external cyber breach. Our breach procedures ensure that we have safeguards and measures in place to identify, assess, investigate and report any personal data breach at the earliest possible time.

2.4.1. Cyber Security Clause

Participants must not misuse our site by introducing viruses, Trojans, worms, logic bombs or other materials which is malicious or technologically harmful. You must not attempt to gain unauthorized access to our site or servers. You must not attack our site via a denial-of-service attack. Any breach of this provision shall be reported to the relevant authorities by disclosing your identity to them and in the event of such, your right to use our site will cease.

OTL Africa will not accept any financial liability or otherwise for any security breach that occurs due to an external targeted attack against our computers, communication systems and networks (cyber-attack). In the event of a cyber-attack against our computers, communication systems and networks, all reasonable efforts to investigate and correct the causes and remediate the result thereof shall be commenced.

OTL Africa shall notify any affected participant within reasonable time in writing of any discovery of a cyber-attack that leads to material security breach or loss of any personal information of which OTL Africa becomes aware of.

2.5 DINNER & COCKTAIL (APPLICABLE TO ON-SITE EVENT)

Any participant purchasing a ticket to or attending OTL Africa Industry Dinner agrees to abide by these terms and conditions:

2.5.1. Tickets: Tickets are provided and necessary for access into OTL Africa social events. Participants are expected to come with their invitation card to the venue.

2.5.2. Check-In Policy: All seating is pre-assigned and will be communicated to you at the event. Please arrive 10 minutes prior to check-in. A valid invitation or your confirmation page must be present at check-in.

2.5.3. Dress Code: The OTL Downstream Industry Dinner is a black tie event. However corporate dressing is absolutely acceptable unless otherwise specified in the invitation

description. No logo/printed T-shirts, shorts, baseball hats, face caps, flip-flops, or shredded clothes etc. are permissible.

2.5.4. **Harmony:** OTL Africa reserves the right to refuse admission or evict a participant if he/she is engaging in inappropriate behaviour that compromises the health, safety, welfare or enjoyment of other participants.

2.5.5. **Alcohol & Disruption:** We have a full bar available at the event that opens at check-in. If any participant arrives at the venue visibly intoxicated, or becomes visibly intoxicated or disruptive during the event, such participant shall be refused service and/or asked to leave the event without a refund of monies paid.

2.6 STUDENT REGISTRATION

By registering, you agree to be bound by the terms and conditions set out below: Interested participants under this category have to be between 18-28 years old and must show valid evidence of age and studying at an industry related discipline in a recognized higher institution of learning. You will also be expected to complete a registration form on www.otlafrica.com and pay a registration fee as prescribed (If prescribed). Access, will however, be restricted to the conference both virtual and on-site, banqueting, networking sessions and the exhibition. Please note that your registration does not cover conference materials and the social events.

3. PRICES AND PAYMENT (WHERE APPLICABLE)

3.1. Our prices for participating in the conference can be obtained upon request or from our website. Prices may be subject to change from time to time.

3.2. Registration, exhibition and all other fees may be paid by credit /debit card/bank transfer at the time of registering; otherwise we will send an invoice to you. Invoice payments must be received by OTL Africa within 28 days of the invoice date or by close of business 30 calendar days before the event, whichever is the earlier.

3.3. For registrations made within 10 days of the event or on-site, a credit card payment or cash will be required.

3.4. If for any reason we have not received payment in full by the date of the conference the attending participants will be asked as a condition of being allowed to attend the conference to provide payment by credit card on the day of the conference. We reserve the right to cancel your booking at any time if payment is not made.

4. CONTENT

4.1. All rights in all presentations, documentation and materials published or otherwise made available as part of the conference (including but not limited to any documentation

packs or audio or audio-visual recording of the conference) (“Content”) are owned by OTL Africa.

4.2. Whilst we take reasonable care to ensure that the Content created by OTL Africa is accurate and complete, some of it is supplied by third parties and we are unable to check its accuracy or completeness. You should verify the accuracy of any information (whether supplied by us or third parties) before relying on it. The Content is provided on an “AS IS” basis without any warranties of any kind (express or implied). We hereby exclude to the fullest extent permitted by law all liabilities, costs, claims, damages, losses and/or expenses arising from any inaccuracy or omission in the Content or arising from any infringing, defamatory or otherwise unlawful material in the Content.

4.3. Presentations, documentations and materials supplied by third parties that do not meet the OTL Africa required standard as specified on our website may be edited and /or reworked to meet the OTL required graphic and/or resolution standard.

4.4. To the extent that any Content is made available by us online we reserve the right to publish, suspend or remove access to such content at any time.

5. OTL CANCELLATION & REFUND POLICIES

The OTL Africa hopes everyone who registers for the event will be able to attend; however we understand that extenuating circumstances do occur. OTL Africa cancellation and refund policies are as follows: Conference registration cancelled six (6) months before the event is refundable but subject to an \$80 administrative fee.

5.1 Refund Policy

Registration cancelled 5 –4 months before the event will be refunded 70% of the amount paid for registration.

Registration cancelled 3 months before the event will be refunded 50% of the amount paid for registration.

No refund will be issued for any cancellations be it registration, sponsorship, exhibition, social ticket purchase or advert slot purchase received less than three months to the event. Registration fees may be carried over to secure a place at the next event paying up the differences in the fees where applicable.

5.2 CANCELLATION POLICY

All cancellations must be sent in writing via e-mail or letter to OTL Africa. In the event of cancellation due to unforeseen circumstances, OTL Africa will refund fully the cost of registration. However, OTL Africa does not assume responsibility for any additional costs, charges, or expenses; to include, charges made for travel and lodging.

OTL Africa is not responsible for factors beyond our control such as travel plans, weather conditions, venue property conditions, prepaid parking, prepaid tours, etc. No refunds will be given in these situations. When you request a refund, you'll be confirming that you've reviewed and understand this registration refund policy.

6. EXHIBITION

These terms and conditions supplement the terms set forth in the exhibition term of reference signed by an exhibitor. If an agency executes an exhibition term of reference on behalf of a client, then such agency and such client shall be jointly and severally liable for the payment and performance of the obligations of "exhibitor" hereunder and for any breach of any provision hereof.

6.1. Eligible Exhibits: OTL Africa reserves the right to determine whether any company or product is eligible for inclusion in OTL Africa. This determination may be made at any time before or after the start of the event.

6.2. Payment: Exhibitor or its agent/agency must have no outstanding past due invoices with OTL Africa. Exhibitor will not be permitted entry to the event unless full payment has been made of all outstanding past due invoices billed to exhibitor or its agent/agency.

6.3. However, OTL Africa reserves the right, in its sole discretion, to modify the floor plan to the extent necessary for the best interests of the event, the exhibitors, and the industry. OTL Africa reserves the right to make such modifications as may be deemed necessary, making equitable adjustment for any exhibitor thereby affected.

6.4. Exhibit Space Assignment for On-site Event: Space assignment will be indicated on the confirmation of acceptance of the exhibit space contract and payment by OTL Africa. Exhibitor may have an opportunity to be placed on a Wait List for an alternative location on the exhibition floor plan. Exhibitor must rent sufficient space to contain its exhibit completely within the confines of the booth lines. Equipment may not extend into the aisles, over the aisles, or across exhibitor's purchased booth line. OTL Africa reserves the right to relocate exhibitor in comparable space for the best interest of the event. In the event of relocation, exhibitor will be advised and given the option of selecting another location with an equivalent value. If for any reason, an alternative location cannot be provided, exhibitor's sole and exclusive remedy shall be a refund of the unearned portion of the exhibition fee; provided, however, OTL Africa's liability for any error or failure to provide the exhibit space shall in no event exceed a refund of the amounts actually paid by exhibitor hereunder.

6.5. Sharing/Subletting Space: Exhibitor shall not assign, sublet, subcontract or apportion the whole or any part of the space allotted, and may not share exhibit space or allow representatives, equipment, or materials from any subsidiary, division, or any other

company or entity in exhibitor's space without including the name(s) of such subsidiary, division or other company or entity on the exhibit space contract and obtaining the prior written consent of OTL Africa.

6.6. Installation and Dismantling of Exhibits: Delivery of freight and installation of exhibits will take place on the dates and at the times specified in the Exhibitor Terms of Reference. OTL Africa reserves the right to resell the exhibition space if the exhibitor's booth is not set up by the date and time specified in the Exhibitor Terms of Reference preceding exhibition opening ceremony. Exhibitor has the sole responsibility for any injury or damage to persons or property resulting from failure to distribute the placement of its exhibit material in accordance with the floor loading specifications.

Goods and materials used in any display shall not be removed from the exhibit hall until the event has officially closed. Any exception to this rule must have the written approval of OTL Africa. Dismantling must be completed and all exhibited materials removed by the final move-out date and hour set forth in the Exhibitor Terms of Reference. Exhibitor is advised to remove small, portable items immediately upon conclusion of the event. f. Social Functions/Special Events: Hospitality functions (including meetings, unless approved by OTL Africa) are not permitted during OTL Africa event hours or OTL Africa sponsored events.

6.7. OTL Virtual Exhibition: For OTL virtual exhibitions, once commitment for exhibition space is confirmed, spaces would be allocated on a first come first serve basis. All relevant terms applicable to on-site exhibition shall be applicable to the virtual exhibition.

7. GENERAL

7.1. These Terms and Conditions (together with any documents referred to herein or required to be entered into pursuant to these Terms and Conditions) contain the entire agreement and understanding between us and supersede all prior agreements, understandings or arrangements (both oral and written) relating to the subject matter of these Terms and Conditions and any such document.

7.2. These Terms and Conditions shall not create, nor shall they be construed as creating, any partnership or agency relationship between us.

7.3. You accept that communication with us may be electronic subject to our data protection and cyber security clause. We may contact you by e-mail or provide you with information by posting notices on our website. You agree to this electronic means of communication and you acknowledge that all such communications that we provide to you electronically comply with any legal or contractual requirement that such communication be made in writing.

7.4. You are not permitted to re-sell, transfer, assign or otherwise dispose of any of your rights or obligations arising under these Terms and Conditions.

7.5 . These Terms and Conditions and the rights and obligations of both parties shall be governed by, and construed in accordance with, the laws of Nigeria.