

CAPRICORN TERMS AND CONDITIONS FOR SPONSORSHIP SOUTH AFRICA

This is an important document which limits the rights of a Sponsor (as defined below). Please read carefully, paying special attention to the text in bold.

With effect from the date on which Capricorn Society Limited (ACN 008347313) ("**Capricorn**") provides written confirmation of acceptance of the application of the entity or person named on the application form ("**the Application Form**") to which these terms and conditions are attached ("**the Sponsor**"), Capricorn grants to the Sponsor the benefits of sponsorship in respect of the event set out in the attached application form ("**the Sponsorship Event**"), as listed in the attached application form ("**the Sponsorship Rights**") subject to the following terms and conditions ("**the Sponsorship Terms**"), which read with the Application Form, written acceptance of the application, and Events Terms (defined in 11.1 below), where applicable in terms of 14, form the "**Sponsorship Agreement**":-

1. Exclusive or limited Sponsorship Rights are granted by Capricorn on a first come, first serve basis.
2. Payment of the sponsorship fee specified in the application form to which the Sponsorship Terms are attached for Sponsorship Rights must be made by or on behalf of the Sponsor by the date specified in the Application Form or if no date is specified, at least 21 days prior to the date on which the Sponsorship Event will take place ("**the Final Date for Payment**").
3. Should Capricorn not receive payment of the full sponsorship fee specified in the Application Form by the Final Date for Payment, Capricorn shall have the right to immediately terminate the Sponsorship Agreement by providing written notice of such termination to the Sponsor, thereby *inter alia* cancelling the Sponsor's Sponsorship Rights. In the event of such termination, Capricorn shall refund to the Sponsor any part payments of the sponsorship fee paid in respect of the Sponsorship Event.
4. Cancellations received after the Final Date for Payment will be subject to a reasonable cancellation fee (which may equate to the same amount as the sponsorship fee paid by the Sponsor), which may be set off against the sponsorship fee paid by the Sponsor.
5. The Sponsor shall be entitled to the Sponsorship Rights only and nothing in the Sponsorship Terms or the Event Terms (as defined below) shall be construed as granting any other rights or benefits to the Sponsor whatsoever.
6. To the maximum extent permitted by law, Capricorn may in its sole and absolute discretion postpone or cancel a Sponsorship Event, provided that it shall notify the Sponsor of any such postponement or cancellation, and in the event of any postponement of a Sponsorship Event to a date on which the Sponsor cannot attend, or cancellation of a Sponsorship Event, Capricorn shall refund to the Sponsor any sponsorship fee paid in respect of the Sponsorship Event.
7. **The Sponsor shall be solely responsible and liable for all content and/or materials used in accordance with Sponsorship Rights including, without limitation, any content and/or materials of a third party.**
8. **Capricorn shall not be liable for any loss, damage, action, demand, expense, claim or obligation which the Sponsor has or may expend, suffer or incur pursuant to or arising from exercising the Sponsorship Rights or**

participating as a sponsor at the Sponsorship Event, provided that the exclusion of liability contained herein shall not be applicable in the case of loss, damage, action, demand, expense, claim or obligation expended, suffered or incurred as a result of any gross negligence on the part of Capricorn

9. The Sponsor undertakes that all advertising and promotional content and/or material published, displayed, broadcast, advertised, exhibited or otherwise promoted by the Sponsor pursuant to the Sponsorship Rights:
 - 9.1 shall comply with the specifications (if any) stated in the Application Form;
 - 9.2 is truthful and accurate and complies in all respects with all applicable legislation (including the provisions of the Consumer Protection Act, 68 of 2008 of the Republic of South Africa ("Consumer Protection Act"), to the extent that it is applicable), regulations, rules and standards (including, but not limited to, decency, privacy and intellectual property rights); and
 - 9.3 comply with these Sponsorship Terms.
10. The Sponsor undertakes that it shall comply in all respects with all applicable legislation (including the provisions of the Consumer Protection Act, to the extent that it is applicable), regulations, rules and standards which may at any given time regulate, and be applicable to, its conduct and behaviour in the course of exercising the Sponsorship Rights.
11. **To the maximum extent permitted by law, the Sponsor indemnifies and holds Capricorn harmless against any loss, damage, action, demand, expense, claim or obligation which Capricorn has or may expend, suffer or incur by reason of or in any way consequent upon, arising out of, or incidental to:**
 - 11.1 **the Sponsor's breach of any of the provisions of the Sponsorship Agreement or Capricorn Events – Standard Terms & Conditions (& Disclaimer) ("the Events Terms");**
 - 11.2 **the application of section 61 of the Consumer Protection Act as a result of the supply by the Sponsor of any unsafe goods; the occurrence of any product failure, defect or hazard in any goods supplied by the Sponsor; and/or the provision of inadequate instructions or warnings to consumers pertaining to any hazard arising from or associated with the use of any goods provided by the Sponsor, in exercising the Sponsorship Rights; and/or**
 - 11.3 **any other willful misconduct or negligence of the Sponsor or any person for whose conduct the Sponsor is responsible in law.**
12. In exercising the Sponsorship Rights, the Sponsor shall not do anything or become involved in any situation which, in the reasonable opinion of Capricorn, brings Capricorn into public disrepute, contempt, scandal or ridicule, offends public opinion or reflects unfavourably upon Capricorn's reputation (as to do so would breach these terms and conditions) and Capricorn will be the sole arbiter in this regard.

13. Capricorn reserves the right to immediately refuse and withdraw from the Sponsor the Sponsorship Rights, without notice, where the Sponsor is in breach of the Sponsorship Agreement or the Events Terms. If the Sponsorship Rights are withdrawn then the Sponsor shall immediately withdraw from publication, display, broadcast, advertisement, exhibition or otherwise all advertising and promotional content or material promoted by the Sponsor pursuant to the Sponsorship Rights. If the Sponsor is in breach of the Sponsorship Agreement or Events Terms and Capricorn withdraws from the Sponsor the Sponsorship Rights, any price paid to Capricorn for the Sponsorship Rights by the Sponsor will be non-refundable.
14. These Sponsorship Terms shall form part of, and are subject to and incorporate the Events Terms except where any conflict arises between the Sponsorship Terms and the Events terms in which case these Sponsorship Terms shall take precedence. In this regard it is agreed that by being a sponsor at the Sponsorship Event, the Sponsor (in addition to its dinner attendees set out in the Application Form) will be deemed to be an "Event Participant" for purposes of the Events Terms.
15. For the purposes of these Sponsorship Terms and unless a contrary intention appears the singular includes the plural; and words importing the masculine gender includes the female and neuter genders and vice versa.
16. To the extent that any one or more of the sections, clauses, or sub-clauses of these Sponsorship Terms, or any portions hereof are or may become invalid, rendered unenforceable or prohibited, those sections, clauses, sub-clauses and/or portions shall be ineffective to the extent of such invalidity, prohibition or unenforceability and shall be severable without invalidating or modifying the remainder of these Sponsorship Terms, which shall continue in full force and effect as if the section, clause, sub-clause or portions rendered invalid, unenforceable or prohibited had not been included herein.