



## FIATA WORLD CONGRESS 2019 PARTICIPATION TERMS

### Registration and Accommodation Terms and Conditions

1. Completed registrations will be acknowledged within 7 working days.
2. Full payment for registration fees (and accommodation bookings, if applicable) is required within 10 working days of invoice.
3. All payments must be made to FIATA World Congress 2019.
  - 3.1. Registration payments must be made in either South African Rand (ZAR) or United States Dollars (USD).
  - 3.2. Accommodation payments must be made in South African Rand (ZAR).
  - 3.3. Any short payment resulting from bank charges and/or exchange rate fluctuations will be charged back to the registrant.
4. Cancellations must be received in writing by the FIATA World Congress 2019 Organiser.
5. Cancellation fees will be imposed as follows:
  - 5.1. Registrants that cancel 90 days prior to the start of the FIATA World Congress 2019 (3 July 2019) will receive a full refund minus a 10% administration fee.
  - 5.2. Registrants that cancel between 89 and 30 days prior to the start of the FIATA World Congress 2019 (4 July to 1 September 2019) will be refunded 50% of the amount paid; if fees are outstanding the registrant will be liable for 50% of the amount due.
  - 5.3. No refunds will be provided for no-shows or registrants that cancel within 30 days of the start of the FIATA World Congress 2019 (after 1 September 2019), and the registrant will be liable for the full amount due.
6. Registrations and accommodation bookings are transferable only if the FIATA World Congress 2019 Organiser is informed in writing.
7. Registrations may not be shared, i.e. shared name tags will not be issued, and name tags may not be shared.

### Disclaimer and Waiver

As a condition of my participation in the FIATA World Congress 2019, I hereby release the International Federation of Freight Forwarders Associations (FIATA hereafter), the South African Association of Freight Forwarders (SAAFF hereafter), the FIATA World Congress 2019 Local Organising Committee, the FIATA World Congress 2019 Organiser, and their officers, directors, employees, and agents from and against all liability for damage or injury that may arise from my participation.

I acknowledge that participation in FIATA World Congress 2019 events and activities entails some risk and I do hereby assume responsibility for my own safety. If someone else participates in my place per the FIATA World Congress 2019 registration transfer policy, the new registrant agrees to this disclaimer and waiver by default of transfer.



FIATA, SAAFF, and the FIATA World Congress 2019 Organiser intend to take photographs and video of the FIATA World Congress 2019 for use in FIATA and SAAFF news and promotional material, in print, electronic, and other media. By participating in the FIATA World Congress 2019, I grant FIATA, SAAFF, and the FIATA World Congress 2019 Organiser the right to use any image, photograph, audio or video recording, or other likeness of me, without limitation, for association and Congress promotional materials and publicity efforts, without compensation. All media become the property of FIATA and SAAFF. Media may be displayed, distributed, or used by FIATA, SAAFF, and the FIATA World Congress 2019 Organiser for any reasonable promotional purpose.

By registering for the FIATA World Congress 2019, I agree to the collection, use, and disclosure of my personal data, including contact and demographic information that identifies me personally (e.g. name, address, email address, phone number, etc.). The FIATA World Congress 2019 Organiser will use this information for the following purposes: (a) enabling my Congress registration and participation; (b) communicating Congress-related information to me; (c) marketing FIATA and SAAFF news and opportunities I may be interested in; and (d) sharing limited personal data with third parties that perform Congress services on behalf of FIATA, SAAFF, and the FIATA World Congress 2019 Organiser. FIATA, SAAFF, and the FIATA World Congress 2019 Organiser may use this information for as long as they remain active in conducting any of the above purposes.

I retain the right to enquire about my personal data at any time.

Data Controller Contact and Nominated Data Protection Officer  
FIATA World Congress 2019, c/o African Agenda, Congress Secretariat  
Davinia Lamb  
120 Belvedere Road, Claremont, 7708, South Africa  
Phone: +27 (0)21 683 2934  
Email: [registration@fiata2019.org](mailto:registration@fiata2019.org)

### **Limitation of Liability**

FIATA and SAAFF reserve the right to cancel the FIATA World Congress 2019 without notice or compensation in the event of any delay, default, failure, or cancellation of implementation of any deliverable to or for the FIATA World Congress 2019 which has been caused, directly or indirectly, by any incident of "force majeure". For the purposes hereof, the term "force majeure" shall mean any incident, circumstance, or cause which renders delivery of the FIATA World Congress 2019 substantially or totally impossible or impracticable and which is beyond the control of FIATA or SAAFF. The term shall include but not be limited to the following:

- Any strike, or other industrial action of any kind;
- Fire, flood, drought, water shortages, or adverse weather conditions;
- Power failure;
- Unavoidable breakdown or destruction of facilities or equipment;



- Failure of carriers, delays in performance or delivery by sub-contractors, or any other breach by a third party of a material obligation towards FIATA or SAAFF;
- Promulgation, amendment, or rescission of any relevant legislation or regulation by local or national government;
- Any occurrence of any nature which renders it reasonably necessary for the FIATA World Congress 2019 to be cancelled.

In such circumstances FIATA, SAAFF, the FIATA World Congress 2019 Local Organising Committee, and the FIATA World Congress 2019 Organiser are hereby indemnified and shall not be liable to any registrant, participant, partner, supplier, or other service provider for any loss or damage, save that the FIATA World Congress 2019 Organiser shall only be liable to reimburse the relevant party such amounts as may actually have been received by the FIATA World Congress 2019 Organiser, but after deduction of any costs that have been reasonably incurred by it up to the point of cancellation in preparing the FIATA World Congress 2019. This limited liability does not extend to any payments that may have been made directly or indirectly (on behalf of e.g. registrants, participants, partners, suppliers, service providers, etc.) to third parties such as hotels or airlines.

FIATA, SAAFF, the FIATA World Congress 2019 Local Organising Committee, and the FIATA World Congress 2019 Organiser shall not be responsible for any theft, breakage, destruction, or damages of any kind whatsoever and howsoever caused to personal and/or business items of registrants and their guests, or other participants.

All registrants are to make themselves fully aware of the health and visa requirements in respect of travel to South Africa; if a registrant, their guests, or other participant is unable to participate in the FIATA World Congress 2019 due to not meeting these requirements in any way, FIATA, SAAFF, the FIATA World Congress 2019 Local Organising Committee, and the FIATA World Congress 2019 Organiser will not accept responsibility in any respect.

### **Acknowledgement**

When registering and/or booking accommodation through the FIATA World Congress 2019 registration site, you will be asked to check the ACCEPT box to acknowledge that you have read, understood, and accept the Terms and Conditions, Disclaimer and Waiver, and Limitation of Liability.