

MOBILE FOR DEVELOPMENT SUMMIT 2013 Terms & Conditions

GSMA LTD., A WHOLLY OWNED SUBSIDIARY OF THE GSM ASSOCIATION WELCOMES YOU TO THE Mobile for Development Summit 2013 (THE "EVENT"). GSMA LTD. AND ITS AFFILIATES (TOGETHER "GSMA") PROVIDE THE EVENT TO YOU, YOUR EMPLOYEES, AGENTS, AND CONTRACTORS, AND ANY OTHER ENTITY OR PERSON ON WHOSE BEHALF YOU ACCEPT THESE TERMS (COLLECTIVELY "YOU"), SUBJECT TO THESE TERMS ("TERMS"). THESE TERMS ARE ENTERED INTO BY AND BETWEEN GSMA AND YOU, AND YOU ACCEPT THEM AND AGREE TO BE BOUND BY THEM BY: (a) REGISTERING FOR THE EVENT VIA THIS WEBSITE; or (b) ACCEPTING AN INVITATION TO THE EVENT; or (c) CONSENTING TO A 3rd PARTY REGISTERING YOU FOR THE EVENT; or (d) BY ORDERING OTHER GOODS OR SERVICES VIA THIS WEBSITE; (e) USING THE WEBSITE; or (f) BY ATTENDING THE EVENT.

Description of Services

The Event will run from 11 November to 12 November 2013 in Cape Town, South Africa. This website provides registration and other services for the Event .

Eligibility

If You are registering on behalf of your employer or a third party, You represent and warrant that You are at least 16 years old and are authorised to accept these Terms on behalf of each person that you register, and that each person you register agrees to be bound by these terms and agrees to indemnify GSMA for violation of these Terms. You also represent and warrant that you have registered to attend the Event having only used a registration code that you are actually authorised to use.

Payment

All payments must be made in Pounds Sterling (GBP). Admission to the Event will not be granted without payment being received in full by the applicable due date. Lost attendee badges will incur a replacement fee. You will be required to produce photo identification (government issued photo identification, for example, a passport, driving license (with photo card where applicable), or national ID card) when collecting your attendee badge onsite, as well as when obtaining a replacement badge. GSMA's receipt of an application for registration and/or Your making payment for registration does not constitute GSMA's acceptance of your offer to register for the Event. Applications and payments that are not accepted by GSMA will be returned. Whether or not GSMA accepts your application shall be in GSMA's sole discretion.

Cancellations

ALL SALES ARE FINAL. You will liable for the cost of your admission to the Event notwithstanding a subsequent cancellation or your failure to attend. NO REFUND SHALL BE GIVEN.

You are responsible for cancellation of travel and hotel reservations if You do not attend the Event. GSMA reserves the right to cancel your registration without notice if payment as required by these Terms is not received by GSMA in a timely fashion or you fail to provide details as required in the relevant registration form. You agree that GSMA is not responsible for any damages, direct or

indirect, resulting from any cancellations. All payments must be submitted within the time frames set forth in the relevant registration form.

Should the Event be postponed, GSMA shall provide you with substitute passes for the new Event. Should GSMA cancel the Event outright, registered attendees who have paid the registration fees in full for the Event will be refunded their registration fee only. For the avoidance of doubt, you agree that in no event shall GSMA be liable for any other costs or damages, direct or indirect, consequential, punitive, incidental, special or general resulting from such a postponement or cancellation, including but not limited to travel and accommodation.

Identification

You agree to carry with you at all times during the Event, government issued photo identification, for example , a passport, driving license (with photo card where applicable), or a national ID card. You agree to produce such identification upon request.

Substitutions

Requests for substitution of a registered Event attendee with an alternative person must be made in writing to. Such requests shall be approved or denied by GSMA in our sole discretion. Such requests should include (i) the registered Event attendee's full name and registration number, (ii) evidence of permission of the original registered Event attendee to allow substitution of an alternative person, and (iii) the name of the proposed substitute registrant. The cost of substituting a registered Event attendee will vary based on registration status of the original attendee. A balance due to GSMA for the original registration fee plus the fee for substitution (where applicable) must be paid in full before a substitution will be permitted. Once a badge for a named Event attendee has been issued, no substitutions shall be permitted.

Visas & Travel Authorisation

You are responsible for arranging appropriate travel authorisations to travel to, and gain entry, into the country where the Event is taking place. You are responsible for all costs associated with obtaining such authorisations. GSMA shall not compensate you, nor shall refunds be issued in the event of Your inability to attend the Event due to lack of necessary travel authorisations.

Ownership

Registering for and attending the Event does not grant You any rights to use the name of the GSMA or any of its logos or trademarks. The Services and associated material provided by registering and attending the Event, including all images, designs, photographs, writings, graphs, data, or otherwise are the property of GSMA and are protected by international copyright, trademark, trade secret, or other proprietary rights.

Recordings

By attending this Event, You agree to the following:

1. Not to bring into the Event venue any equipment for the purpose of recording or broadcasting sounds or images (such as photographic, audio, video or any other form of audio-visual device) for any purpose other than a private non-commercial purpose, without the prior written consent of GSMA. Any recording or broadcasting equipment brought in, or used, other than for private non-commercial purposes and without the prior written consent of GSMA may be confiscated by GSMA and any recordings made destroyed;
2. Whilst at the Event, not to make any recording whatsoever or take any photographs for any purpose whatsoever, of speakers, exhibitors or their material without the prior written consent of GSMA; and
3. Not to publish, license or in any way disseminate recordings made or photographs taken within the Event venue of any persons or material, or enable others to do so, without the prior written consent of GSMA.

You understand and agree that a breach of the above terms may lead to your being evicted from the Event venue. You may not be allowed to re-enter the Event or any future Events organized by or on behalf of GSMA.

You consent to GSMA (or its designees who have been specifically employed by GSMA 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. You agree that GSMA shall be the copyright owner of the Recordings. You understand that GSMA is not obligated to use the Recordings.

To the best of your knowledge, your acts and statements contained in the Recordings will not violate any right of any other person or company.

You release GSMA from any claims and causes of action you may have now or in the future based upon defamation, invasion of the right of privacy, publicity or personality, copyright or trademark infringement and unfair competition in connection with the Recordings and GSMA's use of the Recordings and You agree not to institute any legal action based on any grounds whether specified in this section or not.

All the rights granted to GSMA by You hereunder are irrevocable and perpetual, and you waive all rights to any equitable relief in connection with the Terms set forth herein.

Voluntary Participation

You may volunteer or be asked to participate in demonstrations or exhibits during the course of the Event. Any participation by You in such a demonstration or exhibit is on a voluntary basis and is not a requirement. You may purchase or be invited to participate in hospitality offerings by third parties and such offerings may include high risk activities, including, but not limited to, flights in a hot air balloon, helicopter or bi-plane rides and such like. You understand that you participate in such demonstrations, exhibits and hospitality offerings entirely at your own risk. GSMA is not responsible or liable for any injury or damage You may suffer as a consequence of participating in such demonstration or exhibit other than to the extent such injury or damage is caused by GSMA's gross

negligence or willful misconduct. GSMA expressly disclaims any liability whatsoever for injury or damage caused to you by your participation in hospitality offerings provided by third parties.

Term and Termination

This agreement is effective until terminated by GSMA. You agree that GSMA may terminate this agreement at any time without notice. In the event of termination, you are no longer authorized to attend the Event. You agree that GSMA shall not be liable to you or any third party for any termination of your access to the Services, unless otherwise stated herein.

Force Majeure

In the event that GSMA is prevented from carrying out its obligations as a result of any cause beyond its control, such as but not limited to acts of God, war, acts of terrorism, disease or pandemic, airline flight cancellations, strikes, lock-outs, flood and failure of third parties to deliver goods or services, GSMA shall be relieved of its obligations and liabilities for as long as fulfillment is prevented.

Privacy Policy

In order to provide You with the Services, it is necessary to collect and use certain personal information relating to You. Details of said collection, use thereof, and your associated rights thereto are found in the GSMA's [Privacy Policy](#). The terms of the Privacy Policy are incorporated herein and You (on your own behalf and on behalf of any third party whose information You are duly authorized to provide) acknowledge that You have read, understand, and agree to the Privacy Policy. If You have any question with respect to the Privacy Policy or collection or use of your personal information in general, please contact us at crm@gsm.org.

You hereby consent to GSMA and its' affiliated companies using your personal information including your mobile number, address, email, employer, and job title data in order to provide you with services associated with your attendance at the Event. You also consent to such personal information being given to other companies who also provide services associated with the Event, including networking and planning services, training courses, and other Event related services.

In order to facilitate networking and business relationships at the Event, You may be asked by an exhibitor for permission to scan your attendee badge) via a lead retrieval system. You understand that your attendee badge holds secure data related to you including your name, mobile number, address, email, employer, and job title. In the event that you allow your attendee badge to be scanned, You are explicitly consenting to the use of data which is personal to you, by the exhibitor. You understand that GSMA has no control over how the exhibitor may use your personal information and You therefore agree to indemnify, defend and hold GSMA harmless in relation to such use. Please direct all questions pertaining to the use of your personal information by an exhibitor, to the relevant exhibitor.

Our policy regarding cookies can be found at <http://www.gsma.com/aboutus/legal/cookie-policy>

No Warranty

THE GOODS AND SERVICES ORDERED THROUGH GSMA WEBSITES ARE PROVIDED TO YOU "AS IS". GSMA GIVES NO EXPRESS WARRANTIES, GUARANTEES, OR CONDITIONS. TO THE EXTENT PERMITTED UNDER YOUR LOCAL LAWS, GSMA EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. THE ENTIRE RISK ARISING OUT OF YOUR ATTENDANCE AT THE EVENT REMAINS WITH YOU. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE GSMA'S LIABILITY FOR THE FOLLOWING: (I) DEATH OR PERSONAL INJURY RESULTING FROM ITS, ITS EMPLOYEES' OR ITS SUB-CONTRACTORS' NEGLIGENCE; OR (II) ANY OTHER LIABILITY THAT CANNOT BE EXCLUDED BY LAW.

Limitation of Liability

If GSMA, its parent, its affiliates or any of their officers, directors, employees, agents, third-party content providers, licensors or the like, are liable to You for any reason, liability will be limited to the amount paid by You for the Goods and Services in the year in which such liability arose. This limit does not apply to any liability we may have for death or personal injury resulting from our negligence or any other liability that cannot be excluded by law. You agree that any action must be commenced within one (1) year after the claim or cause of action arises.

Indemnification

You agree to indemnify, defend, and hold harmless GSMA, its parent, affiliates, agents, employees, and licensors from and against any and all claims and expenses, including reasonable attorney fees, arising out of or related in any way to your Event attendance, violation of these Terms, violation of any law or regulation, or violation of any proprietary or privacy right or your participation in a hospitality offering provided by a third party during the Event.

Entire Terms

These Terms constitute the entire agreement between GSMA and You with respect to the Event, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between You and GSMA with respect to the Event. However, there may be legal notices on other areas of this website that relate to the ordering of goods and services, all of which will, together with these Terms govern your ordering of Services. A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. If for any reason a court of competent jurisdiction finds any provision of the Terms or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Terms, and the remainder of the Terms shall continue in full force and effect. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

Modifications to the Terms

The Terms are subject to change without notice. All amended terms shall automatically be effective 30 days after they are initially posted on this website. You agree that you are responsible for periodically returning to this website and reviewing these Terms to understand the current Terms

and conditions applicable to this Event. GSMA does not and will not assume any obligation to notify You of changes to the Terms. Except as outlined herein, the Terms may not be otherwise amended except in a writing signed by You and us. The following Sections survive any termination of the Terms: Ownership, No Warranty, Limitation of Liability, and Indemnity.

Electronic Communications and Electronic Signatures

You agree to be bound by any affirmation, assent, or agreement You transmit through this Website, including but not limited to any consent You give to receive communications from GSMA solely through electronic transmission. You agree that when in the future You click on an “I agree,” “I consent,” or other similarly worded “button” or entry field with your mouse, keystroke, or other computer device, your agreement or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature.

General

GSMA shall not be liable for any failure to perform any of our obligations under these Terms that is caused by circumstances beyond our reasonable control, including but not limited to any force majeure incident. You understand that pursuant to safety and other regulation which GSMA must comply with, presentations, seminars or sub-events (collectively, “Sub-Events”) within the Event may be subject to maximum capacity limitations. You agree that entry to Sub Events shall be permitted on a “first come first served” basis and that once the space allocated for a Sub Event is full to capacity, you shall not be permitted entry. GSMA’s failure to exercise or enforce any right or provision of the Terms of use shall not constitute a waiver of such right or provision unless acknowledged and agreed to by GSMA in writing. The section titles in these Terms are solely used for the convenience of the parties and have no legal or contractual significance. GSMA reserves the right at any time to make changes or corrections and to alter, suspend or discontinue any aspect of any of the Services to which You have registered for. If GSMA exercises our right to withdraw, we may at our option offer You broadly equivalent replacement Services or refund your payment which shall constitute a final settlement of any dispute between us and shall discharge any and all liability of GSMA to You. Notices to You may be made via either e-mail or regular mail. Information sent to you pertaining to the Services may also provide notices of changes to the Terms or other matters, by displaying such notices or by providing links to such notices.

GSMA reserves the right, in its sole discretion, to limit or deny access to the Event venue to any entity or individual. You must be at least sixteen (16) years of age to gain access to the Event venue without prior approval from the GSMA.

Governing Law

The construction, validity and performance of the Terms are exclusively governed by the laws of the State of Georgia, USA, without reference or regard to principles of conflicts of law and the parties submit to the exclusive jurisdiction of the courts of Georgia or the US District Court in Atlanta, Georgia. If any provision of the Terms are held by a court of competent jurisdiction to be invalid or unenforceable such holding shall not affect any other provision hereof, and the Terms shall be construed as if the invalidated or unenforceable provision had not been contained herein.