

Terms and Conditions for Data Artistry Master Class Participants

1. Definitions and Interpretation: The following definitions and interpretation shall apply to all dealings between the Data Innovator and the prospective clients:

“Data Innovator”, “Us” and “We” will mean Data Innovator and its subsidiaries.

“The Client” shall mean the person, firm or company to whom the Data Innovator agrees to supply Master Classes to.

“Master Class” shall mean any one or multiple Data Artistry Master Classes – as per the Overview and Description document.

2. Conditions Applying These terms and conditions supersede any terms and conditions proposed by the client and may not be varied except with the written consent of the Data Innovator in accordance with 2.1 below.

2.1 Any variation to these terms and conditions must be agreed in writing and signed or countersigned by a Director of Data Innovator

3. Fees, Invoicing and Payment

3.1 Fees The price(s) charged will be as shown on Data Innovator’s website and/or in our Master Class Overview and Descriptions at the time of the purchase of the Master Classes. The only exceptions shall be any variation pursuant to 2.1 above. All prices quoted are inclusive of VAT. The participant or participant’s employer will pay fees in full and, except as stated in these Terms (6 below), fees are not refundable.

3.2 Ticket purchases and Payment The following payment terms must be adhered to. Ticket purchases and payment can be made electronically via the GateStamp Site (imbedded on the website), by credit/debit card into our bank account, in addition to completing an online registration form. Bulk ticket purchased can be made by contacting the Training Coordinator directly: Saneli Mavundla, info@thedatainnovator.com, +27 66 476 9422.

3.3 Non-payment of invoices If the client has any queries on receipt of the ticket, the client will write to Data Innovator specifying their concern within 14 days of the date of the ticket purchase. If client does not raise such a query, payment of the ticket shall be due in accordance with clause 3.2 above. So long as any payment is outstanding for the Master Classes module/s, Data Innovator shall be entitled to deny any delegate registered by the client entry to the Master Classes module/s until such time as payment is made or a purchase order number is received in writing from the client.

4. Confirmation of Ticket or Bulk Bookings Ticket purchases and Bulk Bookings will only be confirmed upon receipt of proof of payments (submitted to info@thedatainnovator.com) and these transactions are reflected within the bank Account. Please note it may take 1-2 days for transactions to reflect as such timeous payments are encouraged.

5. Transfers and Substitutes One participant is allocated to one spot within the Master Class/es. Substitutions can only be made for single ticket purchases (i.e. a different individual attend on behalf of the initial ticket purchaser) can be made up until 7 working days of the course commencement. Multi-ticket purchases (i.e. discounted 2 ticket purchase or 3 ticket purchase) only apply to an individual and cannot be transferred to another individual.

6. Rescheduling, Cancellation & Non-Attendance

6.1 By us: The dates, times and venues advertised are provisional but we will use reasonable endeavours to adhere to these. However, we may reschedule or cancel if circumstances beyond our

reasonable control make cancellation necessary. In the event of a change or cancellation we will make reasonable endeavours to notify you and offer you an alternative. If you do not accept an alternative we shall refund fees paid for the original ticket purchase and you agree that we shall incur no further liability whatsoever as a result of the cancellation.

6.2 **By you:** In the event that you want to cancel a booking you must send us a request in writing no later than 14 working days after the ticket or booking purchase. We shall not refund fees where a request is placed after 14 days of the purchase. We will allow substitutes as per clause 5.2. We will not refund fees for non-attendance.

7. Copyright

7.1 We retain ownership and sole rights to the copyright of any material produced for the purpose of the Master Classes modules. Once supplied, materials, with the exception of the copyright, become the personal property of the delegate and no part of the materials may be used or reproduced in any form by any person or organisation unless as authorised by a Director of the Data Innovator.

7.2 Audio or video recording at any course/event is not allowed except where we have given prior written permission.

8. Data Protection

8.1 We need to hold certain personal information about you and any delegates. Information will be held in accordance with the *The Protection of Personal Information Act*, No 4 of 2013. Agreement to the processing of your personal data and/or that of the delegate is a condition of acceptance onto our course/event. By enrolling you signify agreement to this processing.

9. **Law of South Africa** For all legal relationships between the client and Data Innovator, the law of South Africa shall apply.

10. Severability

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement.