

2026 Total Sports Two Oceans Marathon Expo – Standard Terms & Conditions

1. Definitions

- **Organiser:** ShowoffSA or its employees, contractors, and authorised representatives.
- **Exhibitor:** The company, organisation, or individual applying for and allocated exhibition space.
- **Venue:** The Cape Town International Convention Centre (CTICC).
- **Agreement:** The binding contract formed once the Exhibitor's booking is confirmed and payment terms accepted.

2. Application & Confirmation

- Completion of the 'contract to exhibit' constitutes an offer to exhibit and acceptance of the Terms & Conditions.
- The Organiser reserves the right to accept or decline any application to exhibit.
- A booking is confirmed only once written confirmation has been issued by the Organiser and a 50% deposit paid by the Exhibitor.

3. Payment Terms

- A non-refundable deposit of **50%** is due upon booking.
- If the deposit is not paid within **14 days**, the Organiser reserves the right to release the stand and offer it to another exhibitor.
- The balance of the stand fee must be paid by **9 March 2026**.

4. Stand Allocation & Use

- Stands are allocated by the Organiser, who reserves the right to reposition stands at any time prior to the commencement of the Exhibition. Exhibitors will be given written notice of any changes.
- Exhibitors must confine displays, staff, and activities within their allocated stand space.
- No subletting, sharing, or transferring of stand space is permitted without written approval.
- The Exhibitor may only distribute printed material from its own stand. Posters or advertisements may not be affixed to any part of the building or property.

5. Exhibitor Responsibilities

- All stands must be staffed and operational during official exhibition hours.
- The Exhibitor shall occupy the hired stand by no later than **8am on 8 April 2026** and may not dismantle the stand before the official close of the Expo on **11 April 2026**.
- The Exhibitor may only sell products listed in the contract to exhibit (booking form).
- Exhibitors must comply with all Venue, Organiser, and South African safety, health, and fire regulations.
- The Exhibitor may not conduct business or promote products/services in the aisles or any other area outside their stand.
- The Exhibitor may not damage the floor, walls, ceiling, roof, or any part of the Venue.
- The Exhibitor may not damage any infrastructure supplied as part of the Exhibition package.
- Any costs resulting from such damage will be billed to the Exhibitor, with the Organiser indemnified against liability.
- Exhibitors are responsible for the insurance of their property, stock, and staff.

6. Exhibitor's Liability & Indemnity

- The Exhibitor is responsible for covering the cost of any damage caused to the Venue, Organiser's property, or other exhibitors.
- The Exhibitor accepts full responsibility for theft, loss, or damage to their own stock, equipment, and materials.
- The Exhibitor accepts financial and legal responsibility for any injury, accident, or harm caused by their staff, contractors, or equipment.
- The Exhibitor indemnifies the Organiser against claims, costs, or damages arising from their participation.
- The Exhibitor must ensure their insurance covers liabilities such as public liability and damage claims.
- The Organiser will not be liable for loss, theft, injury, or damage sustained during the event.

7. Build-Up & Breakdown

- Access is permitted only during the official build-up and breakdown times.
- Exhibits must be removed by no later than **12pm on 12 April 2026**.
- If not removed by this time, the Organiser reserves the right to dispose of the Exhibit at the Exhibitor's expense.
- Any damage caused to the Venue or Organiser's property during build-up or breakdown will be charged to the Exhibitor.

8. Cancellations

- All cancellations must be submitted in writing.
- Deposits are non-refundable.
- Cancellation fees apply as follows:
 - **More than 1 month prior to the Expo:** 50% of the stand fee.
 - **Less than 1 month prior to the Expo:** 100% of the stand fee.

9. Organiser's Liability

- The Organiser will take all reasonable steps to ensure the smooth running of the Exhibition.
- However, the Organiser is not liable for:
 - Loss, theft, or damage to Exhibitors' property, stock, or equipment.
 - Any business, financial, or reputational losses suffered by the Exhibitor.
 - Injury or damage caused by the Exhibitor, their staff, contractors, or stand.
- The Exhibitor indemnifies the Organiser against any claims arising from their participation in the Exhibition.

10. Force Majeure

- Neither the Organiser nor the Exhibitor shall be held liable for failure or delay in fulfilling obligations under this Agreement if caused by circumstances beyond reasonable control.
- These include, but are not limited to: natural disasters, fire, flood, severe weather, pandemics, strikes, civil unrest, war, terrorism, government restrictions, or power/infrastructure failures.
- In such cases, the Organiser reserves the right to postpone, reschedule, or cancel the event. Payments already made will, where possible, be applied to the rescheduled event. Refunds, if applicable, will be at the Organiser's discretion.

11. Compliance with South African Law

- This Agreement is governed by the laws of the **Republic of South Africa**.
- Any disputes will be subject to the jurisdiction of South African courts.

12. General Provisions

- The Organiser reserves the right to amend rules, schedules, or floorplans if necessary.
- The Organiser may remove any Exhibitor found in breach of these Terms without refund.
- Participation in the Exhibition implies full acceptance of these Terms & Conditions.