

EVENT POLICY

Music and Movement Courses of the Orff Schulwerk Society of South Africa (OSSSA)

Ticket Indemnity

By purchasing a ticket, you as the indemnifying party, agree to these terms and conditions which shall come into force on the day we receive a completed registration form to attend the Music and Movement course of the OSSSA and shall, unless terminated earlier in accordance with these T&C, expire 30 days after the later of: (i) completion of the course; and (ii) the date on which content and materials relating to the course are no longer accessible by you on the OSSSA webpage platform (defined below). For the avoidance of doubt, we reserve the right to accept or reject any registration form submitted to us by you at any time. If we reject the registration form, these T&C shall terminate automatically.

The Indemnifying Party

1. Effect of this document

The provisions of this agreement are drawn to the attention of the Indemnifying Party where the Consumer Protection Act 68 of 2008 applies to the relationship between Orff Schulwerk Society of South Africa (OSSSA, indemnified party) and the indemnifying party (attendee).

The effect of this agreement is that the indemnifying party may have limited or no recourse against the Indemnified Party in the circumstances referred to herein.

1.1 Waiver and Indemnity

1.1.1. I hereby state that I have chosen to take part in the activities being offered by the Orff Schulwerk Society of South Africa of my own free will.

1.1.2. I indemnify the Orff Schulwerk Society of South Africa, its members, directors and employees against all claims, losses, demands, actions, damages and causes of action whatsoever arising directly or indirectly out of any acts connected with or arising out of the Music and Movement course, whether suffered by me or any other third party, and I hold the indemnified party harmless there from.

1.1.3. I understand that the Indemnified Party, its officers, employees, and agents will not be and/or are not responsible for any injuries, property damage or liability that may arise from my participation in the Music and Movement course. **I assume full responsibility for the decision, and the consequences thereof, to take part in the Music and Movement Course.**

1.1.4. I do hereby release, agree to indemnify and hold the Indemnified Party, its officers, employees and agents free and harmless from any and all costs, losses,

expenses, damages (direct, indirect, consequential or otherwise), claims, suits, causes of action or any other liability or responsibility whatsoever, including attorney's fees and related costs, resulting from any injury to any person(s) or damage to property arising out of, or which may in any manner be connected with, said Music and Movement course as provided herein.

1.2 Minors

1.2.1. Where the Indemnifying Party is a minor (younger than 18 (eighteen years), the Indemnifying Party agrees to be and has been assisted by a parent/guardian in agreeing to this agreement and such parent/guardian has consented to the Indemnifying Party participating at the Music and Movement course.

1.2.2. I, the parent/guardian of the Indemnifying Party, understand that the Indemnified Party, its officers, employees and agents will not be and/or is not responsible for any injuries, property damage or liability that may arise from the Music and movement course. I further assume full responsibility for the decision, and the consequences thereof, to allow my child/the minor (the Indemnifying Party) to take part in the Music and Movement course as set forth herein.

1.2.3. I do hereby release, agree to indemnify and hold the Indemnified Party, its officers, employees and agents free and harmless from any and all costs, losses, expenses, damages, claims, suits, causes of action or any other liability or responsibility whatsoever, in law or in equity, including attorney's fees and related costs, resulting from any injury to any person(s) or damage to property arising out of, or which may in any manner be connected with, the Music and Movement course and my child's (the Indemnifying Party) participation therein.

2. Acceptance

By signing this agreement, you confirm that you have read and understood the meaning and effect of this agreement and that you agree to be bound by it from the date of signature. If you do not understand the meaning or effect of any of the clauses contained in this agreement, you must request that it be explained to you before accepting and concluding this agreement, by contacting **orffinfo@gmail.com**

2.1 General Agreements

2.1.1. I agree that this agreement may be treated as a defence to any action or proceeding that may be brought, instituted, or taken by anyone against the Indemnified Party, its officers, employees, and agents for injuries and/or damages sustained as a result of the Music and Movement course as described herein.

2.1.2. I have read this agreement and understand all its terms, and I have executed this instrument voluntarily and with full knowledge of its significance.

2.1.3. I confirm that I fully appreciate the risks that I may be exposed to during my participation in the Music and Movement course and that I voluntarily accept such risks.

2.1.4. I hereby consent to the Indemnified Party and its officers, employees, agents, and third-party service providers lawfully collecting, processing, storing and transferring my personal information, as defined in the Protection of Personal Information Act 4 of 2013 (**POPI**) and to process such information as far as necessary.

2.1.5. The parties agree that this agreement may be signed electronically in terms of the Electronic Communications and Transactions Act 25 of 2002 (**ECTA**) and that in terms of ECTA, the agreement, in electronic format, is not without legal force and effect merely because it is wholly or partly in the form of a data message.

3. Intellectual Property Rights (IPR)

You acknowledge that we own, or shall be deemed to own:

3.1. all intellectual property rights in the information or materials (digital or hard copy) provided to you in connection with the Music and Movement course; any intellectual property rights generated or developed in connection with the Music and Movement Course or otherwise pursuant to these T&C, including all intellectual property rights (IPR) in user generated content (UGC) and Music and Movement Course Content (defined in Clauses 3.3, 3.4 below); and to the extent applicable, all intellectual property rights in the Music and Movement Course Platform, (Organiser IPR) and you shall not have any rights in respect of Organiser IPR other than as those granted pursuant to Clause 3.2. You hereby assign to us absolutely with full title guarantee all existing and future rights, title and interest you may have in any such Organiser IPR to enable us to use the Organiser IPR for any purpose worldwide in perpetuity, without payment, liability or acknowledgement to you and you hereby waive all moral rights in respect of the use to be made of the Organiser IPR to which you may now or in the future be entitled under the Copyrights, Designs and Patents Act 1988 or any similar legislation from time to time in force anywhere in the world.

3.2. To the extent that we own the relevant intellectual property rights, we hereby grant (or shall procure the grant) to you for the Term a non-exclusive, non-transferable, non-sublicensable, revocable and royalty-free licence to use the Organiser IPR solely to the extent necessary for you to participate in the Event and, if applicable, use the Music and Movement Course Platform as contemplated by these T&C. You acknowledge that all Event Materials are strictly confidential and you shall ensure that you do not copy or share any Event Materials with any third party for any purpose.

3.3. You acknowledge and agree that we, or third parties acting on our behalf, may take photographs, videos or recordings of the Music and Movement Course which may include you, and by accepting these terms and conditions you hereby consent to us creating or generating such Music and Movement Course Content for our use as set out in Clauses 4 and 5 below.

3.4. Any posts, messages or other materials, information or data supplied or uploaded on the Music and Movement Course Platform or other UGC will be considered non-confidential, and we have the right to use, copy, distribute and disclose such UGC to third parties for any purpose.

3.5. If the Event is wholly or partly digital, you shall not download, store, reproduce, transmit, display, copy, distribute, exploit or use the Music and Movement Course Platform and/or any contribution contained in the Music and Movement Course Platform and/or any Music and Movement Course Materials for your own commercial gain, use the Music and Movement Course Platform and/or any contribution and/or any Music and Movement Course Materials in any manner other than in compliance with these T&C, or infringe our intellectual property rights or those of any third party in relation to your use of the Music and Movement Course Platform and/or any content and/or any Music and Movement Course Materials.

4. Attending In-Person

If you will attend the Music and Movement Course, or any part of the Music and Movement Course in person:

4.1. You acknowledge that we are not responsible for the loss of or damage to your property during the Music and Movement Course; and you shall not cause any physical damage to the exhibition hall or area in which the Music and Movement Course takes place, our property or to the property any other attendee of the Music and Movement Course (including any delegate, exhibitor or sponsor). You are solely responsible for the cost of making good any such physical damage.

4.2. You agree to comply with any user, technical or operational information or guidelines relating to the Music and Movement Course and/or the OSSSA website, Music and Movement Course app or other platform designated to hosting any digital element of the Music and Movement Course notified to you in writing (including by email), including without limitation: if you attend any element of the Music and Movement Course in person, any rules and procedures relating to health and safety, security and general use of the Venue.

5. Attending Digitally

If you attend any element of the Music and Movement Course digitally,

5.1 The Course Platform rules and procedures relating to advertising, acceptable user and content guidelines, anti-harassment policies, contribution and messaging policies, security and general use of the Course Platform, together with all instructions from time to time from us (OSSSA), the Course Platform operator or administrator or venue management or security personnel, during the Music and Movement Course.

5.2. You acknowledge that we may refuse admission to, block access to, or remove you from the Music and Movement Course (whether digital or physical) in our absolute discretion if you: (a) fail to comply with these T&C; (b) undertake (or seek to undertake) any unauthorised access to systems or content (including in respect of exhibitor, sponsor or other attendee content); (c) damage property; or (d) if you represent a security risk, safety risk, nuisance or annoyance to the running of the Music and Movement Course or the operation of the Course Platform.

5.3. You acknowledge that you may take photographs and record or transmit audio or video material of the Music and Movement Course only where expressly permitted to do so by us (e.g. by encouraging you to post on social media in respect of the Music and Movement Course).

5.4. Whilst we will take reasonable steps to ensure the accuracy of any information we provide to you relating to the Music and Movement Course, we give no warranty or representation as to the accuracy or completeness of the information, and any inaccurate information provided to you in connection with the Music and Movement Course shall not entitle you to make any claim against us.

6. Change to the event

We reserve the right, in our sole discretion, to change the format, content or timing of the Music and Movement Course programme, the identity of any speakers or exhibitors, the hosting medium, digital location or venue for any reason and without liability to you. For the avoidance of doubt, in these circumstances, we will not be held liable for any costs or expenses incurred by you in connection with the Event.

7. Postponement or cancellation by the Organiser

We reserve the right to postpone or cancel the Music and Movement Course at any time and will provide you with notice of any such postponement or cancellation in writing (including by email) as soon as is reasonably practicable in advance of the Music and Movement Course. For the avoidance of doubt, any postponement or cancellation of the Music and Movement Course by us pursuant to this Clause shall not entitle you make any claim against us and (to the maximum extent permitted by applicable laws) in no event will we be liable for any loss, damage or other liability incurred by you in connection with our postponement or cancellation of the Music and Movement Course, howsoever arising, including but not limited to your accommodation and travel costs.

8. Force majeure events

We shall not be in breach of these T&C nor liable for any delay in performing, or failure to perform, any of our obligations under these T&C if such delay or failure results from an event beyond our reasonable control (a **Force Majeure Event**). If a Force Majeure Event occurs (or in our opinion, acting in good faith, is likely to occur) and results (or is likely to result) in the Music and Movement Course being unable to take place as contemplated by these T&C, we may, in our sole discretion:

8.1. change the timing, date, venue, digital location or hosting medium of the Music and Movement Course or the Course Platform. In such circumstances, these T&C shall apply in respect of the rearranged or rescheduled event organised by us pursuant to this Clause; or cancel the Music and Movement Course.

8.2. For the avoidance of doubt, if we exercise our right to change or cancel the Music and Movement Course pursuant to this Clause 8.2, this shall not entitle you to make any claim against us and (to the maximum extent permitted by applicable laws) we shall not be liable for any loss, damage or other liability incurred by you in connection with our change to or cancellation of the, howsoever arising, including but not limited to your accommodation and travel costs.