



STANDARD TERMS AND CONDITIONS ACTIVATIONS

1. Definitions:

- 1.1 "Company" refers to MegaVision Media (Pty) Ltd.
- 1.2 "Client" means the person or company representing a certain company, product or service and entering into an agreement with the Company for its services;
- 1.3 "Services" refers to the activation and promotional services provided by the Company.
- 1.4 "Agreement" refers to the formal quotation and or contract formed between the Company and the Client, including the standard terms and conditions as mentioned hereunder.

2. Services:

- 2.1 The Company agrees to provide activation and promotional services as described in the Agreement. The formal quotation provided by the Company is valid for 14 days.
- 2.2 Any changes or additions to the Services must be agreed upon and signed by both parties.

3. Duration:

- 3.1 This Agreement shall commence on the date according to the formal quotation and shall remain in full force and effect as outlined in the Agreement.
- 3.2 The Client, represented by an authorised representative shall sign the Agreement. Notwithstanding that this Agreement is not signed by the Client, where an order number is provided, the Client will be deemed to have accepted the terms and conditions recorded herein, in full.

4. Fees and Payment:

- 4.1 The Client shall pay to the Company the agreed-upon fees for the Services rendered.
- 4.2 The Company requires the Client, before commencing the services, to pay a deposit amount equivalent to 70%.
- 4.3 The Client acknowledges that once an order has been placed no refund shall be applicable.
- 4.4 If no order has been placed with the Company, a 25% of the 70% deposit shall be refundable.
- 4.5 The Client shall pay the Company by no later than 30 (thirty) days after the date of statement.
- 4.6 The Client shall not be entitled to set off, withhold or delay any payments in terms of this Agreement for any reason whatsoever including but not limited to, any mistake, delay, omission or unaffected changes to the Advertising Mediums or any damage or destruction to the Content as a result of *vis major*, strikes, riots, lockouts, fire, floods, drought or any other cause beyond the Company's control or otherwise.
- 4.7 The Company shall have the right to suspend and/or remove all advertising material if any amounts due by the Client remains unpaid by the due date.
- 4.8 The Client shall remain liable for all artwork and design invoices which will have to be paid in full.



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5. Client Responsibilities:

- 5.1 The Client confirms that it possesses full legal right to use, and to allow the Company to use as contemplated in this Agreement, all information or materials or artwork of whatever kind and whatever form delivered by the Client to the Company.
- 5.2 The Client shall provide all necessary information, sample stock, prizes, materials and access required for the successful execution of the Services.
- 5.3 The Client may be, in unique circumstances, be responsible for obtaining necessary permits or permissions required for such activation.

6. Confidentiality:

- 6.1 Both parties agree to keep confidential any proprietary or confidential information disclosed during the course of the Services.

7. Limitation of Liability:

- 7.1 The Company shall not be liable for any indirect, incidental, special, or consequential damages arising from the Services.
- 7.2 The Company reserves the right to publish the results of the activation effort.
- 7.3 The Company shall not be held liable if the activation site refuses cooperation on the day.
- 7.4 The Company shall further not be liable to the Client for any loss of profit, goodwill, or consequential losses of any kind whatsoever due to failure, delay or errors and the Client specifically waives any claim which it may have against the Company.
- 7.5 The Company accepts no responsibility for loss or damage to the content other than where such loss or damage is caused directly by the fault or negligence of the Company.
- 7.6 The Company accepts no responsibility for loss, damage and or loss of profit in the event of *vis major*, strikes, riots, lockouts, fire, floods, drought or weather conditions beyond its control, or any other cause beyond its control.

8 Governing Law:

- 8.1 This Agreement shall be governed by and construed in accordance with the laws of South Africa.
- 8.2 The Company shall have the right to institute any action in either the Magistrates Court or the High Court at its sole discretion, regardless of whether the quantum of any claim by the Company against the Client exceeds the jurisdiction of the Magistrates Court.



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9. General:

- 9.1 This Agreement constitutes the entire understanding between the parties and supersedes any prior agreements.
- 9.2 Amendments to this Agreement must be in writing and signed by both parties.
- 9.3 The Client shall not be entitled to cede or assign any rights and/or obligations which it may have in terms of this Agreement to any third Party.
- 9.4 Each clause in this Agreement is severable, the one from the other and if any clause is found by any competent court to be defective or unenforceable for any reason whatsoever, the remaining clauses shall not be affected and shall remain of full force and effect.

10. Costs:

- 10.1 From the date of quote to the date of order confirmation, any variations of these prices due to material availability and price increases from suppliers will be for the Clients account.

11. Signature

- 11.1 Signature of the quote or any other written form of acceptance shall constitute acceptance of the Company's full set of Terms and Conditions.
- 11.2 The personal information hereby provided by the Client will be used and processed as is necessary to carry out actions and functions for the conclusion or performance of the agreement entered into between the parties as well as to inform the Client of additional goods and/or services that could be of value to the Client.
- 11.3 The Client acknowledges that they have a right to object to the processing of its personal information for marketing purposes and unless expressly stated otherwise hereby consents to its personal information being used by the Company for the above-mentioned purposes.

Company name: _____

Representative name: _____

Signature: _____

Date: _____