

CANCELLATIONS AND REFUND POLICY

This Cancellations and Refund Policy ("Refund Policy") forms part of the Company's Terms and Conditions and applies to all purchases made through www.gameplansport.co.za. Gameplan Sport is committed to fair trading and compliance with the Consumer Protection Act 68 of 2008. Please read this policy carefully before placing an Order or registering for an Event.

1. CANCELLATION OF PRODUCT ORDERS

1.1 Standard Products (Adaptive Sports Equipment and Apparel)

- 1.1.1 You may cancel an Order for standard (non-customised) Products within twenty-four (24) hours of placing the Order and prior to dispatch, with a full refund. Cancellation requests must be submitted in writing to gerry.smith@gameplansport.co.za.
- 1.1.2 Once an Order has been dispatched, it may not be cancelled. You may, however, initiate a return in accordance with Section 2 of this Policy.
- 1.1.3 In terms of Section 16 of the CPA, if you purchased a Product following direct marketing (e.g., via email or telephone), you have the right to cancel the Order within five (5) business days of receipt of the Product, without penalty.

1.2 Customised and Bespoke Orders

- 1.2.1 Orders for customised or bespoke Adaptive Sports Equipment (including equipment manufactured to individual measurements or specifications), as well as personalised Apparel, may be cancelled within forty-eight (48) hours of Order confirmation.
- 1.2.2 Cancellations received after forty-eight (48) hours but before production is completed will incur a cancellation fee equal to the cost of materials procured and labour performed to date. The Company will provide a written breakdown of such costs upon request.
- 1.2.3 Once production of customised or bespoke Products has been completed, the Order may not be cancelled and no refund will be issued, except where the Product is defective (see Section 3).

2. RETURNS AND EXCHANGES

2.1 Standard Products – Return Window

- 2.1.1 Subject to the exclusions in Section 2.3, you may return standard (non-customised) Products within thirty (30) days of the delivery date for a refund or exchange, provided that:
 - The Product is unused, unworn, and in its original condition.
 - All original tags, labels, and packaging are intact and undamaged.
 - Proof of purchase is provided.

- The Product has not been washed, assembled beyond a test-fit, or modified in any way.
- 2.1.2** Returns must be initiated by contacting gerry.smith@gameplansport.co.za to obtain a Return Merchandise Authorisation (RMA) number. Products returned without an RMA number will not be accepted.
- 2.1.3** The cost of return shipping is borne by you, except where the return is due to a defect, damage caused in transit, or an error by the Company.

2.2 Apparel – Hygiene Exclusions

- 2.2.1** For hygiene reasons, the following Apparel items may not be returned or exchanged unless defective: underwear, swimwear, compression garments worn next to skin, and mouth or face coverings.

2.3 Non-Returnable Products

The following Products are not eligible for return or refund, except in the case of proven defects:

- Customised or bespoke Adaptive Sports Equipment manufactured to individual specifications.
- Personalised Apparel (including embroidered or printed garments).
- Digital products, software licenses, or downloadable content.
- Perishable consumables (e.g., energy gels, nutritional supplements).
- Products that have been used, assembled, or modified beyond initial inspection.
- Products returned without an RMA number or beyond the 30-day return window.

2.4 Exchange Process

- 2.4.1** If you wish to exchange a Product for a different size or colour, please initiate the process by contacting gerry.smith@gameplansport.co.za. Exchanges are subject to stock availability.
- 2.4.2** Where the replacement item is of higher value, you will be required to pay the difference. Where the replacement item is of lower value, the difference will be refunded to your original payment method.

3. DEFECTIVE, DAMAGED, OR INCORRECT PRODUCTS

- 3.1** In accordance with your rights under the CPA, if a Product is defective, damaged upon delivery, or materially different from what was ordered, you are entitled to:
- A full refund; or
 - A replacement product of the same or equivalent value; or
 - Repair of the defective Product at the Company's cost.
- 3.2** Claims for defective or damaged Products must be submitted within six (6) months of delivery. You must provide photographic or video evidence of the defect and proof of purchase.
- 3.3** For Adaptive Sports Equipment, defects relating to safety-critical components will be treated as priority matters and addressed within five (5) business days of the confirmed claim.
- 3.4** Defect claims do not apply to damage caused by misuse, neglect, unauthorised modifications, accidents, normal wear and tear, or failure to follow care or maintenance instructions.

4. REFUND PROCESSING

- 4.1** Upon approval of a return or refund claim, refunds will be processed to the original payment method within ten (10) business days of the Company receiving and inspecting the returned Product.
- 4.2** Original shipping costs are non-refundable unless the return is due to a Company error or product defect.
- 4.3** Where payment was made by credit or debit card, the refund will be returned to the same card. Processing times may vary depending on your financial institution.
- 4.4** Refunds will not be issued to a different payment method than the one used for the original purchase without the Company's express written consent.

5. CANCELLATION OF EVENTS AND TOURS

5.1 Cancellation by the Participant

The following cancellation terms apply to all Event and Tour registrations. All cancellation requests must be submitted in writing to gerry.smith@gameplansport.co.za.

Notice Period	Refund Entitlement	Notes
More than 60 days before Event date	100% refund of monies paid (excluding non-refundable deposit)	Full refund less deposit
30 to 60 days before Event date	50% refund of total registration fee	Deposit non-refundable
15 to 29 days before Event date	25% refund of total registration fee	Administrative fee may apply
Less than 15 days before Event date	No refund	Transferability may be permitted – see 5.1.4
No-show (failure to attend without notice)	No refund	No credit issued

- 5.1.2** All refunds under this section are calculated on the total Event fee paid, less any non-refundable registration deposit specified at the time of registration.
- 5.1.3** Cancellations must be confirmed by the Company in writing. The cancellation date is the date on which the written request is received by the Company.
- 5.1.4** Registration Transfer: Subject to prior written approval by the Company, you may transfer your Event registration to another eligible person, free of charge if done more than 30 days before the Event date, or subject to a ZAR [TRANSFER FEE] administrative fee if done within 30 days. The transferee must meet all eligibility and medical requirements and must complete all required registration forms.
- 5.1.5** Where an Event includes a non-refundable deposit, such deposit will be forfeited in all cancellation scenarios, including cancellations more than 60 days before the Event date.

5.2 Cancellation by the Company

- 5.2.1** The Company reserves the right to cancel or postpone an Event for any reason, including insufficient registrations, safety concerns, venue unavailability, or Force Majeure. The Company will provide as much advance notice as reasonably possible.

5.2.2 If the Company cancels an Event prior to its commencement, registered Participants will be entitled to choose one of the following options:

- A full refund of all monies paid (including any deposits) within fifteen (15) business days.
- A credit equal to the registration fee paid, valid for twelve (12) months, applicable to any future Event offered by the Company.
- Transfer of registration to a rescheduled date, if available.

5.2.3 If an Event is curtailed after commencement due to Force Majeure, safety concerns, or circumstances beyond the Company's control, a pro-rated refund may be offered at the Company's discretion, taking into account costs already incurred.

5.2.4 The Company's liability in the event of cancellation shall be limited to the refund of monies paid by the Participant. The Company accepts no liability for travel costs, accommodation costs, or other consequential expenses incurred by Participants.

5.3 Non-Refundable Components

5.3.1 The following components of Event registration fees are non-refundable in all circumstances, unless the Company cancels the Event:

- Registration deposits (as specified at the time of registration).
- Merchandise or apparel already produced or dispatched.
- Third-party booking fees (e.g., accommodation, flights, activity permits) where the Company has already been charged by the supplier.
- Processing or administration fees charged by third-party payment processors.

5.4 Event Modifications

5.4.1 The Company reserves the right to modify event routes, schedules, accommodation, activities, or other logistical arrangements. Material changes will be communicated to Participants in advance.

5.4.2 Where a material change is made and you are not satisfied, you may cancel your registration within five (5) business days of notification of the change and receive a credit or partial refund at the Company's reasonable discretion.

6. GENERAL REFUND PROVISIONS

6.1 All refund requests are subject to verification and approval by the Company.

6.2 The Company reserves the right to decline a refund request where the claim does not meet the criteria set out in this Policy.

6.3 Any disputes regarding refunds must first be raised with the Company in writing. If unresolved, disputes will be handled in accordance with the dispute resolution provisions of the Terms and Conditions.

6.4 This Policy does not limit any rights you may have under the CPA that cannot be excluded or modified by agreement.