

TERMS AND CONDITIONS

These Terms and Conditions ("Terms") constitute a legally binding agreement between you ("User", "Customer", or "you") and Gameplan Sport (Pty) Ltd, a company registered under the laws of the Republic of South Africa, registration number [CIPC REGISTRATION NUMBER], with its registered address at 7 Watsonia Place, Forest Hills, Kloof, Durban, South Africa ("the Company"). These Terms govern your use of the Company's website located at www.gameplansport.co.za ("the Website"), as well as all purchases of products and registrations for events and tours offered by the Company. By accessing the Website or completing a purchase, you confirm that you are at least eighteen (18) years of age, possess the legal authority to enter into binding contracts, and unconditionally accept these Terms.

1. DEFINITIONS

In these Terms, the following words and expressions shall bear the meanings assigned to them below, unless the context clearly indicates otherwise:

- "Adaptive Sports Equipment" means specialised sporting goods, assistive devices, prosthetic sport components, wheelchairs, handcycles, and related accessories designed or adapted for use by persons with physical, sensory, or cognitive disabilities.
- "Apparel" means sport clothing, footwear, headwear, and accessories sold by the Company.
- "Event" or "Tour" means any organised sporting event, adaptive sports competition, training camp, guided sports tour, or experiential travel package offered or arranged by the Company.
- "Order" means a confirmed request by you to purchase Products or register for an Event.
- "Products" means Adaptive Sports Equipment and/or Apparel sold through the Website.
- "Participant" means any individual registered to attend an Event or Tour.
- "Force Majeure" means any circumstance beyond the reasonable control of the affected party, including but not limited to acts of God, war, terrorism, pandemic, government action, or natural disaster.
- "CPA" means the Consumer Protection Act 68 of 2008 (South Africa), as amended.
- "POPIA" means the Protection of Personal Information Act 4 of 2013 (South Africa).

2. ACCEPTANCE OF TERMS

2.1 These Terms apply to all visits to the Website, all purchases of Products, and all Event registrations. Your continued use of the Website or completion of an Order constitutes unconditional acceptance of these Terms.

2.2 We reserve the right to amend these Terms at any time. The updated version will be posted on the Website with the revised effective date. Continued use of the Website after any amendment constitutes your acceptance of the revised Terms.

2.3 If you do not agree with any provision of these Terms, you must immediately discontinue use of the Website and must not purchase any Products or register for any Events.

3. PRODUCTS AND SERVICES

3.1 Adaptive Sports Equipment

3.1.1 Adaptive Sports Equipment is specifically designed for individuals with physical, sensory, or cognitive disabilities. The Company endeavours to provide accurate product descriptions; however, it is your sole responsibility to ensure that any equipment is appropriate for your specific disability, medical condition, body measurements, and intended use.

3.1.2 The Company strongly recommends that you consult a qualified medical practitioner, physiotherapist, orthotist, or certified adaptive sports specialist before purchasing Adaptive Sports Equipment. Nothing on the Website constitutes medical advice.

3.1.3 Customised or bespoke adaptive equipment ordered to individual specifications is non-returnable and non-refundable unless it is proven to be defective or materially differs from the agreed specification.

3.1.4 The Company shall not be liable for any injury, loss, or damage arising from the improper use of Adaptive Sports Equipment, failure to follow manufacturer instructions, or use of the equipment for purposes other than those for which it was designed.

3.1.5 All Adaptive Sports Equipment is sold subject to applicable South African safety standards and, where applicable, international adaptive sports classification rules.

3.2 Sport Apparel

3.2.1 All Apparel products are described as accurately as reasonably possible, including sizing, materials, and care instructions. Colour representations on the Website may vary slightly due to screen calibration.

3.2.2 Sizing guides are provided on the Website as a guide only. The Company does not guarantee fit and recommends careful review of sizing guides prior to purchase.

3.2.3 Personalised, customised, or embroidered Apparel is non-returnable and non-refundable unless proven defective.

3.2.4 Apparel must be returned unused, unwashed, and with all original tags and packaging intact to qualify for any refund or exchange (subject to the Cancellations and Refund Policy).

3.3 Sports Tours and Events

3.3.1 The Company organises and facilitates a range of adaptive and mainstream sporting events, guided sports tours, and experiential packages. Participation is subject to registration, payment of applicable fees, and acceptance of event-specific terms and waivers.

3.3.2 Registration for an Event does not guarantee participation until full payment has been received and confirmed in writing by the Company.

3.3.3 Participants must truthfully disclose all relevant medical conditions, disabilities, fitness levels, and special requirements at the time of registration. The Company reserves the right to deny participation where disclosed information or non-disclosure creates a safety risk.

3.3.4 The Company reserves the right to modify or cancel an Event for any reason, including insufficient registrations, safety concerns, or Force Majeure. In such cases, the Company will offer an alternative date, credit, or refund in accordance with the Cancellations and Refund Policy.

3.3.5 Event itineraries are subject to change. The Company will endeavour to provide reasonable advance notice of any material changes.

3.3.6 For international tours, Participants are solely responsible for obtaining valid travel documentation, visas, vaccinations, and travel insurance. The Company accepts no liability for costs arising from failure to comply with entry requirements.

4. ORDERS AND CONTRACT FORMATION

4.1 An Order placed through the Website constitutes an offer to purchase. A binding contract is only formed upon the Company's written confirmation of the Order (which may be by email).

4.2 The Company reserves the right to refuse or cancel any Order at its sole discretion, including where: (a) products are out of stock; (b) pricing errors have occurred; (c) the Order is suspected to be fraudulent; or (d) the Order violates these Terms.

4.3 Promotional offers and discounts are subject to specific terms and may be withdrawn at any time without notice.

4.4 By placing an Order, you warrant that all information provided is accurate, complete, and current.

5. PRICING AND PAYMENT

5.1 All prices displayed on the Website are in South African Rand (ZAR) and are inclusive of Value Added Tax (VAT) at the prevailing rate, unless expressly stated otherwise.

5.2 Prices are subject to change without notice. The price applicable to your Order is the price displayed at the time your Order is placed and confirmed.

5.3 Payment must be made in full prior to dispatch of Products or confirmation of Event registration, unless the Company has expressly agreed to alternative payment arrangements in writing.

5.4 The Company accepts payment via the methods listed on the Website at the time of purchase. The Company uses industry-standard encryption and third-party payment gateways and does not store your full card details.

5.5 For Events, a non-refundable deposit may be required at the time of registration, with the balance due by a specified date. Failure to pay the balance by the due date may result in automatic cancellation of your registration.

5.6 In the event of pricing errors, the Company will notify you and offer the option to proceed at the correct price or to cancel the Order with a full refund.

6. DELIVERY AND RISK

6.1 Products will be delivered to the address specified in your Order. Delivery timelines are estimates only and the Company accepts no liability for delays caused by third-party logistics providers, customs clearance, or Force Majeure.

6.2 Risk in the Products passes to you upon delivery to the specified address. Title passes upon receipt of full payment.

6.3 You are responsible for inspecting Products upon delivery and notifying the Company within five (5) business days of delivery of any visible damage, incorrect items, or shortfalls in quantity.

6.4 International shipping is available for selected Products. You are responsible for any applicable customs duties, import taxes, or other charges levied by the destination country.

7. WARRANTIES AND PRODUCT QUALITY

7.1 The Company warrants that all Products will be of acceptable quality, free from material defects in materials and workmanship, and reasonably suitable for the purposes described at the time of sale, in accordance with the CPA.

7.2 Manufacturer warranties, where applicable, are passed through to you. The Company makes no representations regarding the scope or enforceability of such warranties.

7.3 Warranties do not apply to damage caused by misuse, neglect, unauthorised modifications, normal wear and tear, or failure to follow care instructions.

7.4 Nothing in these Terms excludes or limits any rights you may have under the CPA that cannot be excluded or limited by agreement.

8. INTELLECTUAL PROPERTY

8.1 All content on the Website, including but not limited to text, graphics, logos, images, audio clips, video clips, data compilations, and software, is the property of the Company or its licensors and is protected by applicable intellectual property laws.

8.2 You may not reproduce, distribute, modify, create derivative works of, publicly display, republish, download, store, or transmit any content from the Website without the prior written consent of the Company, except for personal, non-commercial use.

8.3 You may not use the Company's trademarks, trade names, or logos without prior written permission.

9. LIMITATION OF LIABILITY

9.1 To the fullest extent permitted by applicable law, the Company shall not be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of Products or participation in Events.

9.2 The Company's total aggregate liability to you under or in connection with these Terms shall not exceed the total amount paid by you to the Company in respect of the specific Order or Event giving rise to the claim.

9.3 The Company shall not be liable for any loss or damage arising from: (a) physical injury or death caused by your own negligence or the negligence of a third party; (b) use of Adaptive Sports Equipment contrary to manufacturer instructions; (c) participation in Events contrary to medical advice; (d) third-party acts or omissions; or (e) Force Majeure events.

9.4 The Company does not exclude liability for death or personal injury caused by its own proven negligence, for fraud or fraudulent misrepresentation, or for any liability that cannot lawfully be excluded under the CPA or any other applicable legislation.

10. INDEMNIFICATION

10.1 You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and contractors from and against all claims, liabilities, damages, losses, costs, and expenses (including

reasonable legal fees) arising from: (a) your breach of these Terms; (b) your violation of any applicable law or regulation; (c) your negligence or misconduct; or (d) any claim by a third party arising from your use of Products or participation in Events.

11. PARTICIPATION RISK ACKNOWLEDGEMENT AND WAIVER

11.1 Participation in sports events and activities involves inherent risks of physical injury, including serious injury or death. By registering for any Event or Tour, you voluntarily assume all risks associated with participation.

11.2 You warrant that you are physically and medically fit to participate in the Event and have obtained appropriate medical clearance where required.

11.3 A separate Indemnity and Waiver of Liability form may be required for specific Events and must be completed prior to participation. The Company reserves the right to exclude any Participant who fails to complete a required waiver.

12. PRIVACY AND DATA PROTECTION

12.1 The collection, use, and processing of your personal information is governed by the Company's Privacy Policy, which forms part of these Terms and is set out separately in this document.

12.2 By using the Website or making a purchase, you consent to the processing of your personal information in accordance with the Privacy Policy.

13. THIRD-PARTY SERVICES AND LINKS

13.1 The Website may contain links to third-party websites or services. Such links are provided for convenience only. The Company does not endorse, control, or take responsibility for third-party websites or their content.

13.2 The Company may partner with third-party service providers (including tour operators, accommodation providers, and event organisers) in connection with Events and Tours. The Company acts as an organiser and facilitator and is not responsible for the acts or omissions of such third parties, except to the extent required by applicable law.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa, without regard to conflict of law principles.

14.2 In the event of a dispute arising from or in connection with these Terms, the parties shall first endeavour to resolve the dispute by good-faith negotiation. If negotiation fails within thirty (30) days, the dispute shall be referred to mediation conducted under the rules of the Arbitration Foundation of Southern Africa (AFSA).

14.3 If mediation fails, the dispute shall be finally resolved by arbitration under the AFSA Rules, with the seat of arbitration in [City], South Africa. The arbitration shall be conducted in English.

14.4 Nothing herein prevents a party from seeking urgent or interim relief from a competent court.

15. GENERAL PROVISIONS

15.1 Severability: If any provision of these Terms is held to be invalid, unlawful, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

15.2 Entire Agreement: These Terms, together with the Cancellations and Refund Policy and Privacy Policy, constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior negotiations, representations, warranties, and understandings.

15.3 Waiver: No failure or delay by either party in exercising any right, power, or remedy shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof.

15.4 Assignment: You may not assign or transfer your rights or obligations under these Terms without the prior written consent of the Company. The Company may assign these Terms without restriction.

15.5 Force Majeure: Neither party shall be liable for any failure or delay in performing its obligations caused by a Force Majeure event, provided the affected party promptly notifies the other and takes reasonable steps to mitigate the impact.

15.6 Contact: Any questions regarding these Terms should be directed to gerry.smith@gameplansport.co.za.