



King Price Race to the Sun Limitation of Liability, Indemnity and General Terms

IMPORANT NOTICE

Your attention is drawn in particular to clauses rendered in bold capitals in this document. What follows is a summary for your convenience and forms part of the agreement between the Event Organiser and each Event Participant. It is your responsibility to read and make yourself familiar with the following:

- No minor (i.e. person under the age of 18 years as determined on date of entry) is permitted to take part in the King Price Race to the Sun (the Event).
- You acknowledge that certain risks and hazards are associated with the Event.
- You limit the Event Organiser's liability and indemnify the Event Organiser for various acts or omissions.
- You agree to indemnify the Event Organiser's directors, employees, agents, sponsors, contractors, sub-contractors, suppliers and affiliates from and against, any loss, damage, injury, disability, death, expense, cost or liability.
- The rules for the Event are available on the Event website, or upon request from the Event Organiser. You agree to comply as a condition of your participation in the Event.
- You agree to comply with the applicable sporting code and all applicable laws and regulations and expressly indemnify the Event Organiser for any loss, injury or damage you may sustain as a consequence of your breach of these provisions.

What is this agreement about?

In broad terms, this is an agreement between you (as the Event Participant) and Advendurance (Pty) Ltd (the Event Organiser) that sets out the general terms applicable to each user of the Event Website and their subsequent participation in the Event. You must read and understand the contents, as you will be bound to these terms.

Contact information

If you have any questions or queries, please contact us at: info@faces.africa

COOLING OFF PERIOD

Event Entrants are entitled to cancel, without reason and penalty, any entry within seven (7) days after the date of entry. Such Entrants will be entitled to a full refund of the entry fee; the refund will be made within 30 (thirty) days of the date of cancellation.

PAYMENT TERMS

The entry fees charged to each Event Participant are listed on the Event Website. Upon entering the Event through the Event Website, you will be redirected to the Howler entry platform, where you will be able to select your Event entry (100-miler or 50-miler) and whether you wish to purchase transportation and/or a vehicle transfer for the Event.

Your use of the Howler entry platform will be subject to Howler's standard terms and conditions, which can be found here: https://www.howler.co.za/terms_and_conditions. The Event Organiser does not accept any liability for your use of the Howler platform.

The payment of entry fees and the purchase of Event-related vehicle transfers and/or transportation through the Howler entry platform may be completed in the following ways:

- Credit or Debit Card
- EFT

NOTE: The Howler entry platform uses the strictest form of encryption. Neither Howler nor the Event Organiser will store your credit card or payment data.

All payments will be made using South African Rands (ZAR). Your total order price will include the purchase price plus value-added tax (VAT), where applicable.

You acknowledge that taxes may be added to the entry fee depending on your place of residence and geographical location. Value-added tax at the prevailing rate is charged on all orders.

The Event Organiser reserves the right to change Event-related pricing at any time without prior notice.

RISKS ASSOCIATED WITH THE EVENT

You accept that you participate in the Event entirely at your own risk and acknowledge that the Event Organiser cannot anticipate, guard against or manage all potential dangers, even foreseen ones.

YOU, THEREFORE, UNDERSTAND, ACKNOWLEDGE AND AGREE THAT THERE ARE RISKS AND HAZARDS ASSOCIATED WITH EVENTS OF THIS NATURE AND THAT THE POSSIBLE CONSEQUENCES AND/OR EFFECT OF THESE RISKS CAN RANGE FROM MINOR INJURIES TO SEVERE INJURIES TO DEATH, AND IN RELATION TO YOUR PROPERTY CAN RANGE FROM MINOR DAMAGE TO SEVERE DAMAGE TO COMPLETE DESTRUCTION OR LOSS.

You warrant that you are in good health and physical condition and that there are no clinical/medical indications that it would be unsafe for you to participate in the Event. You further warrant that you have trained appropriately for the Event and that you will not knowingly participate in circumstances in which any sickness, illness or injury may pose a risk to your life and/or health.

LIMITATION OF LIABILITY AND INDEMNITY

This Limitation of Liability and Indemnity will apply to all Event Participants (regardless of whether he/she entered the Event personally or through a third party) and is in favour of the Event Organiser, its directors, employees, contractors, sub-contractors, suppliers, sponsors, agents and affiliates.

Each Event Participant warrants that he/she has not been suspended or banned from participating in the Event (or any other event hosted under the auspices of, and in accordance with the rules of, Cycling South Africa and/or Mountain Biking South Africa).

You understand, acknowledge and agree that you are required to strictly adhere to all applicable directives and instructions of the Event Organiser in respect of the Event, including the Race Rules, a copy of which is available at: <https://racetotheshun.co.za/rules/>

TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, EACH EVENT PARTICIPANT ACCEPTS AND AGREES THAT THE EVENT ORGANISER, ITS DIRECTORS, EMPLOYEES, CONTRACTORS, SUB-CONTRACTORS, SUPPLIERS, SPONSORS AND/OR AGENTS (HEREINAFTER REFERRED TO AS 'AFFILIATES') ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ANY LOSS, DAMAGE, INJURY, DISABILITY, DEATH, EXPENSE, COST OR LIABILITY OF WHATSOEVER NATURE SUFFERED BY THE EVENT PARTICIPANT, HIS/HER ESTATE AND/OR HIS/HER DEPENDENTS IN ANY MANNER, IN WHOLE OR IN PART, WHICH ARISE DIRECTLY OR INDIRECTLY FROM HIS/HER PARTICIPATION IN THE EVENT OR ANY OF THE ACTIVITIES/FACILITIES/VENUES/AMENITIES ASSOCIATED THEREWITH OR INCIDENTAL THERETO, OR BY REASON OF DEFECTIVE MATERIAL OR EQUIPMENT OR BY WAY OF ANY HUMAN OR MECHANICAL ERROR, DEFAULT OR FAILURE OR FROM ANY OTHER CAUSE WHATSOEVER.

THE EVENT ORGANISER DOES NOT UNDER ANY CIRCUMSTANCES ACCEPT LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR AGGRAVATED DAMAGES.

FORCE MAJEURE, EVENT CANCELLATION AND REFUND POLICY

For purposes of this clause, a "Force Majeure Event" means, any default or delay by the Event Organiser in the performance of its obligation to host the Event if, and to the extent that: (i) the default or delay is caused, directly or indirectly, by fire, wind, flood, elements of nature and/or acts of God (including extreme weather), earthquake, rebellion, civil disorder, war, terrorist attack, revolution, pandemic or any other cause beyond the reasonable control of the Event Organiser; and (ii) the Event Organiser is without fault and the default or delay could not have been avoided or prevented by reasonable precautions.

In the event of a Force Majeure Event arising, the Race Organiser may decide, in its sole and absolute discretion, to change the course to a safer alternative course, where possible, or to cancel the Event entirely. Such a decision will always be made in the interest of Event Participant safety.

In circumstances that the Event is cancelled as a result of a Force Majeure Event, the Event Organiser shall endeavour to pay a full refund to each and every Event Participant, however we reserve the right to elect whether or not to process such refunds, depending on the Event's economic sustainability.

The Event Organiser, its directors, employees, volunteers, agents or sponsors will not be responsible for any additional costs incurred by Event Participants as a result of a cancellation due to a Force Majeure Event, whether indirect or consequential (e.g. travel, accommodation).

Accordingly, Event Participants hereby release, waive, and discharge the Event Organiser, its officers, employees, volunteers, agents or sponsors from any and all liability, claims, or causes of action arising from such cancellation, other than in respect of the entry fees in circumstances in which the Event Organiser elects to refund such fees.

Where the Event Organiser elects to reschedule the Event, rather than cancel, Event Participants will be offered the choice to transfer their entry to the new date or receive a full refund.

PARTICIPANT PERSONAL INFORMATION

You hereby acknowledge and agree that:

- (a) upon entering the Event, the Event Organiser will collect certain information about each Event Participant, including information that directly or indirectly identifies you ("Personal Information"); and
- (b) you cannot enter the Event without the Event Organise processing information about you, including basic account information such as your name, email address, date of birth, and gender which helps secure, and provide you with access to, our services.

YOU HEREBY EXPRESSLY AGREE THAT WE MAY COLLECT, USE AND SHARE YOUR PERSONAL INFORMATION AS PROVIDED DURING THE EVENT ENTRY PROCESS ON THE BASIS, AND WITH THE PEOPLE, AS SET OUT IN OUR PRIVACY POLICY AVAILABLE ON THE EVENT WEBSITE.

NOTE:

- The Event Organiser will delete all Personal Information insofar as it relates to a individual Event Participant if it receives a written instruction from you to do so.
- The Event Organiser will destroy or delete any Personal Information that is no longer needed for the purpose it was initially collected or subsequently processed.
- The Event Organiser may retain Personal Information from deleted accounts to comply with the law, prevent fraud, resolve disputes, troubleshoot problems and enforce any of its terms and conditions. Such information will be handled in accordance with our Privacy Policy.

In accordance with our Privacy Policy, you agree that the Event Organiser may give your medical information to any emergency or health professional attending to you at the Event purposes of giving you medical treatment and care. Medical service providers include, without limitation, paramedics (and their employers), ambulance services, emergency services, and hospitals or other medical facilities.

You hereby consent to any medical services provider which may treat you as a result of your participation in an Event providing us with the following medical information relating to the incident in which you were injured and any treatment that you may receive:

- (a) Full Name;
- (b) Race Number;
- (c) Place of incident;
- (d) Time of incident;
- (e) Nature of incident;
- (f) High-level description of injuries;
- (g) The hospital or medical facility to which you were dispatched, if relevant; and
- (h) If you are currently admitted to hospital or have been discharged.

NOTE:

- The Event Organiser will use the above Personal Information solely to render assistance and support to you and your family if and where needed, and you expressly consent to such use.
- The Event Organiser will not give your information to anyone else unless you have expressly consented to such disclosure.

The Event Organiser will take appropriate, reasonable technical and organisational measures as required by the applicable law to protect the Personal Information submitted to or collected by us from loss, misuse, unauthorised disclosure, alteration or destruction.

The Event Organiser will secure the integrity and confidentiality of Personal Information in our possession or under our control by taking appropriate, reasonable technical and organisational measures to prevent:

- loss of, damage to or unauthorised destruction of Personal Information; and
- unlawful access to or processing of Personal Information.

The Event Organiser will not transfer your Personal Information or any portion thereof to any third party for any reason without your prior written consent

DISPUTE RESOLUTION

Should any dispute of whatsoever nature arise between the parties concerning these terms, the parties must try to resolve the dispute by negotiation. This entails that the one Party should invite the other in writing to meet and attempt to resolve the dispute within 10 (ten) days from date of written invitation.

If the dispute has not been resolved by such negotiation, either of the parties shall submit, by written notice to the other party, the dispute to the Arbitration Foundation of Southern Africa (“AFSA”) for administered mediation, upon the terms set by the AFSA Secretariat. The receipt by either party of a notice as aforesaid, will constitute the submission of the dispute to arbitration for the purposes of delaying the completion of prescription in terms of section 13 of the Prescription Act No. 68 of 1969 or the corresponding provisions in any amendment thereto or replacement legislation.

Failing such a resolution, the dispute, if arbitrable in law, will be finally resolved in accordance with the Rules of the AFSA by an arbitrator or arbitrators appointed by AFSA.

This clause constitutes an irrevocable consent by the parties to any proceedings in terms hereof and neither of the parties will be entitled to withdraw from the provisions of this clause or claim at any such proceedings that it is not bound by this clause.

The foregoing will not restrict the right of the parties to apply to a competent court for relief of an urgent nature or should its intellectual property rights be violated or threatened.