

THE DUNGEON PADEL TOURNAMENT TERMS AND CONDITIONS

By entering the **20 July 2024** Padel Tournament (“**the Tournament**”) and/or by accepting a prize, you agree to enter into an agreement between yourself (“**You**”) and The Dungeon (“**the Gym**”) in matters incidental thereto.

1. ENTRY INTO THE TOURNAMENT

- 1.1. Any persons above the age of **18 (Eighteen)**, male or female, may register to enter the Tournament either alone or with a doubles partner.
- 1.2. Persons under the age of 18 must obtain permission from their parent or guardian before entering.
- 1.3. Registration for the Tournament shall take place on the Gym’s website at www.thedungeon.co.za.
- 1.4. Registration is limited to **1 (One)** entry per person.
- 1.5. It is your responsibility to ensure that any information which is provided to the Gym is true, accurate, complete and up-to-date. Should any data provided by yourself in connection with the Tournament prove to be invalid, inaccurate, false or misleading, your entry shall be disregarded and you shall be prohibited from entering into any further competitions the Gym may hold for a set period which will be determined by the Gym.

2. DATE AND TIME

- 2.1. The Tournament will take place on **Saturday, 20 July 2024** from **11:00** to **14:00**.
- 2.2. The venue for the Tournament will be **Jozi Padel, 33 Troupant Avenue, Magaliessig, Sandton, 2067**.

3. TOURNAMENT PRIZE DETAILS

- 3.1. Prizes in the form of Kappa gift cards will be awarded on the Padel courts throughout the Tournament. The recipients of a prize will have **60 (Sixty)** minutes to claim their prize, whereafter such prize will be forfeited to the Gym.
- 3.2. Any costs or expenses which you may incur other than in respect of those items specifically included in a prize are for your own account. The Gym will not be responsible for any costs or expenses which you, or your partner (if applicable), incur during and for purposes of your entry into the Tournament and your acceptance and/or use of a prize.
- 3.3. Without limitation, the Gym does not make any representations or give any warranties that:
 - 3.3.1. your entry or participation in the Tournament will necessarily result in you winning a prize;
 - 3.3.2. any prize, or any aspect thereof, will meet your requirements, preferences, standards or expectations; or
 - 3.3.3. any prize, or any aspect thereof, will be satisfactory, punctual, free from defects, safe or reliable.
- 3.4. Prizes are not transferable and may not be deferred, changed or exchanged for cash or any other item.

4. DISQUALIFICATION

- 4.1. If you, or your partner where applicable, fail(s) to comply with any of these Terms and Conditions, then, without prejudice to any other remedy which the Gym may have:
 - 4.1.1. you will be automatically disqualified and will forfeit any prizes which may have otherwise been awarded to you;
 - 4.1.2. you will pay the Gym for any loss or damage incurred directly or indirectly by your non-compliance, including legal costs on the scale as between attorney

and own client, which the Gym may incur in taking any steps pursuant to your non-compliance; and

4.1.3. you indemnify the Gym and hold it harmless against any claim by any person of any nature, whether arising from negligence or any other cause, relating to any death, injury, loss and/or damage which may be suffered howsoever arising due to your non-compliance.

5. LIMITED LIABILITY

5.1. You enter into and participate in the Tournament at your own risk. The Gym shall not be responsible, and disclaims all liability for any loss, theft, liability, injury, expense, death or damage, whether direct, indirect, incidental, punitive, or consequential, arising from negligence or any other cause, suffered by you as a result of your participation in the Tournament or of your acceptance or use of any prize, or by any action taken by the Gym in accordance with these Terms and Conditions.

5.2. You, or your family, dependants, heirs, assignees or any other beneficiaries of your estate in the event of your death, indemnify and hold the Gym harmless against any claim by you of any nature, whether arising from negligence or any other cause, relating to any loss, theft, liability, injury, expense, death or damage, whether direct, indirect, incidental, punitive, or consequential, suffered by you as a result of your participation in the Tournament or of your acceptance or use of any prize.

5.3. In respect of any loss, liability, theft, injury, expense, death or damage to you caused by another participant in the Tournament, the Gym shall not be held liable for the said loss, liability, theft, injury, expense, death or damage. The offending party shall be liable to the offended party.

5.4. The Gym reserves the right to vary postpone, suspend or cancel the Tournament and/or any prizes, or any aspect thereof, without notice and at any time, for any reason which it may deem necessary. In the event of such variation, postponement, suspension or cancellation, you agree to waive any rights, interests and expectations that you may have in terms of the Tournament and acknowledge that you have no recourse against the Gym.

6. DATA AND PRIVACY

6.1. The Gym will be a responsible party in terms of the Protection of Personal Information Act 4 of 2013. Personal information will not be shared with any third party and will only be used for the necessary activities of the Tournament, subject to your rights provided by law as a data subject.

7. NOTICES

7.1. The Gym hereby elects **5 Lower Road, Morningside, Sandton, Johannesburg, 2057** as its *domicilium citandi et executandi* for any notices that may be given, and at which documents in legal proceedings may be served.

7.2. You hereby elect the address provided in your joining application form as your *domicilium citandi et executandi* for any notices that may be given, and at which documents in legal proceedings may be served.

8. LEGAL COSTS

8.1. In the event of a breach, the defaulting party shall be liable to pay legal costs on the scale as between attorney and own client.

9. GOVERNING LAW

9.1. The validity of these Terms and Conditions, the interpretation thereof, the respective rights and obligations of the parties to these Terms and Conditions and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined in accordance with the laws of South Africa. The parties to these Terms and Conditions hereby consent to the adjudication of any dispute, to the degree that such dispute is not otherwise regulated in terms of these Terms and Conditions, by any South African court of competent jurisdiction; in accordance with, and in amplification of which, the parties hereby specifically consent to the exclusive jurisdiction of such court.