



## TOUR PACKAGE TERMS AND CONDITIONS

### 1. DEFINITIONS

- 1.1. In this Terms and Conditions, unless inconsistent with or otherwise indicated by the context –
- 1.1.1. **“the Booking Form”** means the booking form completed by the Client in terms of whereof the Client has selected his/her Tour Package, a copy of which is annexed hereto and marked **“A”**;
  - 1.1.2. **“the Client”** means the person who applies (directly or indirectly) to Disfruta for the Services;
  - 1.1.3. **“Deposit”** means the deposit payable by the Client to Disfruta in respect of the Tour Package after completion and submission of the Booking Form by the Client, in accordance with the Tour Package Specifications;
  - 1.1.4. **“Disfruta”** means Disfruta Tours Proprietary Limited, with registration number 2014/161281/07, a private company duly incorporated in accordance with the laws of the Republic of South Africa;
  - 1.1.5. **“Final Payment Date”** means the date for final payment of the balance of the Tour Package Price payable by the Client to Disfruta as specified in the Tour Package Specifications;
  - 1.1.6. **“the Guide”** means the tour guide appointed by Disfruta for the duration of the selected Tour;
  - 1.1.7. **“the Itinerary”** means the itinerary developed by Disfruta in respect of the Tour Package, which can be found on the Website, as may be amended from time to time, in accordance with clause 8 below;
  - 1.1.8. **“the Parties”** means Disfruta and the Client and **“Party”** shall be a reference to either one of them as the context requires;
  - 1.1.9. **“the Services”** means the services to be arranged by Disfruta to the Client in respect of the Tour Package, as set out in more detail in the Tour Package Specifications and clause 7.1;
  - 1.1.10. **“the Signature Date”** means the date on which the Terms and Conditions have been signed in full by the Client;
  - 1.1.11. **“the Sporting Event”** means the sporting event/s which the Client has elected to participate in as part of the Tour Package;
  - 1.1.12. **“the Terms and Conditions”** means these terms and conditions as set out herein, including the appendices attached hereto;
  - 1.1.13. **“the Tour”** means the tour selected by the Client as part of the Tour Package;
  - 1.1.14. **“the Tour Package”** means the tour package booked by the Client in accordance with the Booking Form submitted to Disfruta;
  - 1.1.15. **“the Tour Package Price”** means the total cost payable by the Client to Disfruta in respect of the Tour Package as specified in the Tour Package Specifications;

- 1.1.16. **“the Tour Package Specifications”** means the specifications located on the Website of the Tour Package in respect of the Tour, which shall include but not be limited to the duration of the Tour and the amount and payment of the Tour Package Price, a copy of which is annexed hereto and marked **“B”**;
- 1.1.17. **“the Tour Group”** means the group of persons, limited to the capacity as determined by Disfruta in its sole discretion; and
- 1.1.18. **“the Website”** means the website of Disfruta which can be located at [www.disfruta.co.za](http://www.disfruta.co.za);
- 1.2. These Terms and Conditions shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
- 1.3. The rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract shall not apply.

## 2. INTRODUCTION

- 2.1. Disfruta is a specialist sports travel business which provides tours to South African endurance athletes.
- 2.2. The Tour Package has been developed and organised by Disfruta, which shall provide the Services to the Client on the terms and conditions as set out in these Terms and Conditions.
- 2.3. **It is hereby recorded that, due to the inherent risks involved whilst travelling abroad including the Client’s participation in the Sporting Event, the Client is responsible to ensure that he/she has read and understood the Terms and Conditions and that it accepts the risks involved in respect of the Tour Package, the Services offered by Disfruta and the Sporting Event as set out in these Terms and Conditions.**

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## 3. BOOKING TERMS AND PAYMENT

- 3.1. Upon receipt of the Booking Form from the Client, Disfruta will provide the Client with confirmation of the Client’s booking in respect of the Client’s selected Tour Package.
- 3.2. In order to secure the booking, the Client is required to make payment of the Deposit, which amount shall form part of the Tour Package Price, as specified in the Tour Package Specifications, to Disfruta within 48 (forty eight) hours from the date of receipt of the confirmation in terms of clause 3.1 .
- 3.3. The balance of the Tour Package Price shall be payable on the Final Payment Date.
- 3.4. Should the Client fail to make payment in accordance within clauses 3.2 or 3.3 above, the Client shall be deemed to have forfeited his/her booking in respect of the Tour Package and shall not have any right to demand the delivery of the Services by Disfruta.
- 3.5. The Client shall make payment of the amounts payable to Disfruta in terms of clauses 3.2 and 3.3 either by -
- 3.5.1. making an online credit card payment using the link on the electronic invoice sent to the Client by Disfruta; or
- 3.5.2. by way of electronic funds transfer or direct deposit into the following bank account without deduction or set-off –

**Account Holder:** Disfruta Sports Tours

**Account Number:** 62485177979

**Bank:** First National Bank  
**Branch:** Grassy Park  
**Branch Code:** 203109

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#### 4. CHANGES IN TOUR PACKAGE PRICE

- 4.1. The Client hereby acknowledges and agrees that the costs associated with travel arrangements are not always stable due to fluctuations of the exchange rates, and that it is impossible to predict the fluctuations in advance.
- 4.2. Disruta hereby reserves the right to hold the Client liable for any surcharges in respect of the Client's Tour Package and the Tour Package Price, which surcharges may include but shall not be limited to the following –
- 4.2.1. increases in transportation costs, including the costs of fuel and security charges, taxes or fees chargeable for services such as landing taxes or embarkation or disembarkation fees at ports and airports; and/or
- 4.2.2. exchange rates applied to the Tour Package and the Tour Package Price.

#### 5. CANCELLATION OF BOOKING

- 5.1. If the Client cancels the booking –
- 5.1.1. more than 60 (sixty) days prior to the Final Payment Date, Disruta shall refund the Deposit paid in terms of clause 3.2 above, subject to any fee which Disruta becomes liable to pay to any third party as a result of the Client's cancellation; or
- 5.1.2. 60 (sixty) days or less prior to the Final Payment Date, Disruta shall be entitled to retain the Deposit as a cancellation fee.
- 5.2. It is hereby recorded that, in the event of the death or hospitalisation of the Client, Disruta shall not impose the cancellation fee in terms of clause 5.1.2, however Disruta shall be entitled to retain any amount required to cover its loss in respect of any booking made and/or cancellation fees payable by Disruta on behalf of the Client, subject to receipt of one of the following –
- 5.2.1. in the event of death of the Client, a certified copy of the death certificate of the Client; or
- 5.2.2. in the event of hospitalisation of the Client, an original medical certificate issued by the Client's medical practitioner stating the date on which the Client was hospitalised and the date on which the Client was discharged, as the case may be.

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#### 6. CLIENT'S RIGHTS AND OBLIGATIONS

- 6.1. **Health, Age, Fitness and Participation in the Tour**
- 6.1.1. It is the Client's responsibility to ensure that all precautions are taken and medical advice has been sought prior to departure. It is essential that you mention your destination to which you will be travelling to your medical practitioner.

6.1.2. The Client hereby undertakes that he/she has:

6.1.2.1. made himself/herself aware of and accepts the potential hazards related to travel, including injury, disease, loss or damage to property, inconvenience and discomfort; and

6.1.2.2. satisfied himself/herself prior to completing the Booking Form that they are fit and able to complete the Sporting Event, the Tour and the Itinerary.

6.1.3. Subject to the Tour Package Specifications, the Client may be required to submit to Disfruta an original medical certificate from a medical practitioner confirming that the Client is fit and able to complete the Sporting Event.

## 6.2. **Insurance**

6.2.1. The Client is strongly advised to take out adequate insurance cover such as cancellation due to illness, accident or injury, personal injury and personal liability, loss of or damage to baggage and sports equipment.

6.2.2. The Client -

6.2.2.1. must ensure that he/she has travel insurance, which must include adequate cover for medical expenses required in respect of the Tour and/or as a result of any injury sustained during or as a result of the Client's participation in the Sporting Event or the Tour, and the cost of repatriation should they become too ill to continue, including helicopter rescue and air ambulance;

6.2.2.2. is required to carry proof of insurance with them and produce it if reasonably requested by Disfruta, its employees and/or suppliers.

6.2.3. Any claims concerning matters for which the Client is insured must be directed to such Client's insurance broker.

6.2.4. It is hereby recorded that Disfruta shall not be liable for any medical expenses incurred and/or any other loss suffered by the Client as a result of the Client's failure to procure adequate insurance.

## 6.3. **Cooperation by the Client**

6.3.1. The Client hereby undertakes to abide by the authority of the Guide.

6.3.2. Should the Client commit any illegal act whilst on Tour or, if in the reasonable opinion of the Guide, behaves in a manner that causes or is likely to cause danger, distress or annoyance to any of the other clients on the Tour, Disfruta may terminate such Client's travel arrangements without any liability on Disfruta's part.

## 6.4. **Passports, Visas and Health**

6.4.1. It is the responsibility of the Client to ensure that –

6.4.1.1. he/she has a valid passport and visa required for the Tour; and

6.4.1.2. any vaccinations, inoculations, prophylactics and the like, where required, have been obtained.

## 6.4.2. **Flight Reconfirmation**

6.4.2.1. The Client shall be responsible to ensure that he/she reconfirms the departure date and times of all of his/her flights at least 72 (seventy two) hours prior to departure.

6.4.2.2. Disfruta hereby specifically excludes any liability for any delay and/or loss as a result of the Client's failure to reconfirm any flight and/or connecting flight.

## 6.5. **Complaints**

6.5.1. Any complaints by the Client during the Tour must be made to the Guide, who shall be required to take appropriate action to address the Client's complaint.

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6.5.2. Upon the Client's return from the Tour, should the Client feel his/her complaint was not properly dealt with, Disfruta shall consider the complaint and the action taken by the Guide in response thereto, subject to the Client's notifying Disfruta of his/her complaint in writing within 35 (thirty five) days from the date of return of the Tour, in order for Disfruta to take such steps as it deems appropriate in its sole discretion.

## 7. **DISFRUTA'S RIGHTS AND OBLIGATIONS**

7.1. Subject to the Tour Package Specifications, Disfruta shall provide the Services to the Client, which may include, insofar as contained in the Tour Package Specifications, but shall not be limited to, the following –

7.1.1. book and arrange payment of flights;

7.1.2. book accommodation and make payment in respect of such accommodation;

7.1.3. arrange the event entry in respect of the Sporting Event;

7.1.4. appoint the Guide to accompany the Tour Group for the duration of the Tour; and

7.1.5. arrange tourist passes/tickets for site-seeing and/or other events as set out in the Itinerary.

7.2. For the avoidance of doubt, Disfruta shall not be required to perform any of the following functions –

7.2.1. arrange and/or provide the Client's passport, visa and/or other travel documentation which he/she may require in respect of the Tour;

7.2.2. arrange vaccinations, inoculations and/or prophylactics, as may be required; and

7.2.3. arrange travel and/or medical insurance in respect of the Tour to cover the Client for any risks involved in connection with the Tour and/or the Sporting Event.

## 8. **TOUR PACKAGE AND ITINERARY**

8.1. Disfruta's Tour Package is one which allows alternatives and a substantial degree of flexibility. The Itinerary must therefore be taken as a guideline of what each group should accomplish, and not as a contractual obligation on the part of Disfruta. Driving distances and travel times given are approximate, and will depend on circumstances such as road conditions, departure time, specific transport utilised and other circumstances.

8.2. In the case of any conflict, discrepancy, inconsistency or ambiguity between the provisions of the Itinerary and the information contained in the Website in respect of the Tour Package, the Itinerary shall prevail.

8.3. Any information or advice provided by Disfruta on matters including but not limited to accommodation descriptions, permits, visas, vaccinations, climate, clothing, baggage, special equipment, is given in good faith and Disfruta shall not be held liable for any discrepancy in respect of such information or advice.

- 8.4. Changes in the Itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances and the Client hereby accepts this flexibility and acknowledges that delays and alterations may be caused which is not as a result of the conduct of Disfruta.
- 8.5. In the event that changes to the Itinerary are required as a result of flight delays, bad weather, strikes, or any other cause which is beyond the control of Disfruta, the Client agrees that all expenses relating to these changes to the Itinerary will be for the account of the Client.
- 8.6. Should it not be possible for Disfruta to make suitable alternative arrangements, Disfruta shall refund the Client on a pro-rata basis for Services not rendered.
- 8.7. Should a Client be entitled to a refund for any reason whatsoever, no interest or costs will be due on any monies paid in relation to such a refund. No such refund shall exceed the price paid to Disfruta for Services not rendered to the Client.
- 8.8. The Client hereby acknowledges and accepts that should the Client choose not to participate in any part of the Itinerary, no refund will be offered for Services not utilised.

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## 9. FLIGHT AND OTHER TRAVEL TIMINGS

- 9.1. The Client hereby acknowledges that flight timings are provided by the airlines and are subject to Air Traffic Control restrictions, and that all means of transportation are subject to weather conditions, the need for constant maintenance and the ability of passengers to check-in on time.
- 9.2. It is hereby recorded that there is no guarantee that flights will depart at the time stated on any Itinerary or tickets which the Client may receive and Disfruta does not accept any liability for any delay or for any changes to the Itinerary as a result of any delay in terms of this clause 9.

## 10. LIMITATION OF LIABILITY AND INDEMNITY

- 10.1. The Client agrees and acknowledges that he/she is fully aware of the inherent hazards and risks associated with the Sporting Event. These hazards and risks include but are not limited to -
- 10.1.1. risk of injury from the Sporting Event and equipment utilized, including the death or potential for permanent disability;
- 10.1.2. possible equipment failure and/or malfunction;
- 10.1.3. risks associated with exposure to the elements, excessive heat, hypothermia, and/or encountering objects either natural or man-made;
- 10.1.4. his/her own negligence and/or the negligence of others, including but not limited to decision making including misjudging terrain, weather, trails and/or route location;
- 10.1.5. attack by or encounter with poisonous and non-poisonous plants, insects, reptiles, and/or animals;
- 10.1.6. accidents or illness occurring in remote places where there are no immediate medical facilities; and/or

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- 10.1.7. fatigue, chill, and/or dizziness, which may diminish his/her reaction time and increase the risk of accident.
- 10.2. The Client agrees to release and hold Disfruta, its officers, directors, employees, representatives, agents and volunteers, harmless with respect to any and all injury, disability, death, claims, loss or damage to person or property howsoever caused in respect of the activities set out in clause 10.1.
- 10.3. The Client acknowledge and agrees that whilst every care has been taken by Disfruta to ensure the safety of its Clients and their possessions for the duration of the Tour, Disfruta does not accept any liability in the event that any loss or damage to persons or property is suffered and the Client agrees to release and hold Disfruta, its officers, directors, employees, representatives, agents and volunteers, harmless with respect to any such loss or damage and agrees to indemnify Disfruta against any claims, demand, cause of action, liability, loss, legal costs and/or expense made by any of third party in respect of such Client.
- 10.4. The Client further agrees that should Disfruta suffer any loss or damage as a result of an act or omission by him/her, then the Client agrees to indemnify Disfruta and will reimburse Disfruta for any damages suffered in accordance with these Terms and Conditions.
- 10.5. Notwithstanding the aforementioned, nothing contained in these Terms and Conditions shall be of any force or effect so as to exclude or in way limit the Client's or Disfruta's liability for fraud, or for the death or personal injury caused by either Party's gross negligence or any other liability that may not be excluded or limited in terms of any applicable legislation.
- 10.6. Save for instances of any injury to or death of the Client, the Parties hereby agree that, where Disfruta is found to be liable for any damages in respect of its failure to carry out its obligations set out in these Terms and Conditions, the maximum amount of such damages, compensation and loss of enjoyment shall be limited to an amount equal to the Tour Package Price.
- 10.7. The Client hereby agrees that any independent arrangements made by the Client, which are not part of the Itinerary, are entirely at his/her own risk, and that Disfruta shall not be held liable for the death, personal injury, loss of or damage to the Client's luggage or any other property of the Client related (directly or indirectly) to such arrangements.

## 11. NOTICES AND DOMICILIA

- 11.1. Each of the Parties choose as its *domicilium citandi et executandi* the respective address set out in this clause for the purposes of the giving of any notice, the serving of any process and for any other purpose arising out of, or in connection with, these Terms and Conditions.
- 11.2. Each of the Parties shall be entitled from time to time to vary its *domicilium citandi et executandi* to any other address within the Republic of South Africa which is not a Post Office Box or post restante.
- 11.3. For purposes of these Terms and Conditions, the Parties' respective *domicilium citandi et executandi* shall be -
- 11.3.1. Disfruta: (Marked for the attention of Mr Faldiel Bassadien)
- Physical Address: The Business Centre, No 1 Bridgeway Road, Bridgeways Precinct, Century City, 7441
- Email: [info@disfruta.co.za](mailto:info@disfruta.co.za)
- 11.3.2. The Client:
- Physical Address: \_\_\_\_\_

Email: \_\_\_\_\_

- 11.4. Any notice given in terms of this Agreement shall be in writing and shall -
- 11.4.1. if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
  - 11.4.2. if sent by courier be deemed to have been received on the date of delivery by the courier service concerned, unless the contrary is proved; and
  - 11.4.3. if transmitted by electronic mail message, be deemed to have been delivered to and received by the addressee upon receipt of an automated acknowledgement of receipt by the sender from the addressee or any conduct of the addressee sufficient to indicate to the sender that the electronic mail message has been received.
- 11.5. Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from the other including by way of electronic mail message shall be adequate written notice or communication to such Party.

## **12. CO-OPERATION**

The Parties shall throughout the term of these Terms and Conditions co-operate and interact with each other in good faith in relation to all aspects of the rendering of the Services and otherwise giving full effect to the provisions of these Terms and Conditions.

## **13. CESSION AND ASSIGNMENT**

The Client shall not be entitled to cede, assign or delegate any of his rights and/or obligations in terms of or arising from these Terms and Conditions to any third party without the prior written consent of Disfruta.

## **14. GENERAL**

- 14.1. No alteration, cancellation, variation of, or addition to these Terms and Conditions, shall be of any force or effect unless reduced to writing and signed by all Parties to these Terms and Conditions or their duly authorised representatives.
- 14.2. No indulgence, leniency or extension of time which any party may grant or show, shall in any way prejudice such party or preclude it from exercising any of its rights in the future.
- 14.3. The expiration, cancellation or other termination of these Terms and Conditions shall not affect those provisions of these Terms and Conditions which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity or implication must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.
- 14.4. If any provision of these Terms and Conditions is illegal, invalid or unenforceable, then it is the intention of the Parties that the remainder of these Terms and Conditions shall not be affected and it is also the intention of the Parties that, in place of each provision of these Terms and Conditions that is illegal, invalid or unenforceable, there be added as part of these Terms and Conditions a provision as similar in nature and content as the aforementioned provision in order to render the intention contained in the provision legal, valid and enforceable.



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**DISFRUTA TOURS (PTY) LTD**

(Duly authorised)

Date:

Place:

**ANNEXURE A – BOOKING FORM COMPLETED BY CLIENT**

## **ANNEXURE B – TOUR PACKAGE SPECIFICATIONS**

## ACCEPTANCE OF THE TERMS AND CONDITIONS

I, Mr/Mrs/Miss \_\_\_\_\_ [**PRINT NAME AND SURNAME IN FULL**], hereby confirm that I have read and understood the Terms and Conditions and hereby agree to be bound by these Terms and Conditions. I hereby record and accept that I am joining the Tour at my own risk and I further bind my dependents, heirs, executors, administrators and assigns to the Terms and Conditions.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ (Month) \_\_\_\_\_ (Year)

Full name in print: \_\_\_\_\_

Signature: \_\_\_\_\_

### AS WITNESSES

1. FULL NAME: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE)

2. FULL NAME: \_\_\_\_\_

PHYSICAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT NUMBER: \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE)



## WEBSITE TERMS AND CONDITIONS

### 1. Introduction

Disfruta Tours Proprietary Limited, with registration number 2014/161281/07, is a private company duly incorporated in accordance with the laws of the Republic of South Africa (“**Disfruta**”). Disfruta is a specialist sports travel business which provides sports influenced packages to South African endurance athletes.

Disfruta is deemed to be a responsible party in terms of the Protection of Personal Information Act 4 of 2013, as amended, consolidated or re-enacted from time to time, and includes all schedules and regulations thereto (“**the POPI Act**”), and Disfruta is obliged to comply with the provisions of the POPI Act.

Disfruta has developed the website located at [www.disfruta.co.za](http://www.disfruta.co.za) (“**the Website**”) and hereby set out the terms and conditions which shall govern the use of its website (“**Terms and Conditions**”).

It hereby recorded that these Terms and Conditions shall be read together with Disfruta’s Privacy Policy, which Privacy Policy is available on the Website for your consideration and acceptance.

For the purposes of these Terms and Conditions, the terms “our”, “we” and/or “us” shall be a reference to Disfruta.

### 2. Terms of Use

These Terms and Conditions govern your (“**the User**”) use of the Website. If the User does not wish to be bound by these Terms and Conditions, the User may not access, display, use, download, and/or otherwise copy or distribute content obtained through the Website.

The User consents to our use of cookies in accordance with the terms of our cookies policy set out in our Privacy Policy. The User acknowledges that a “cookie” is simply a message given by the Website to your browser which is stored on your computer and contains information to personalise your experience on the Website by being relayed to our server each time your browser requests a page from the Website.

Disfruta does not offer its services to minors, without the consent of the minor’s parents and/or legal guardian. The User warrants that he/she is over the age of 18 years.

### 3. Commencement and Duration

By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice and shall continue indefinitely until terminated in accordance with the provisions of the Terms and Conditions.

#### **4. Personal Information required by Disfruta**

In these Terms and Conditions, unless inconsistent with or otherwise indicated by the context –

4.1. **“Personal Information”** means information relating to a living, identifiable, natural or juristic person, including but not limited to –

4.1.1. information relating to race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of a person;

4.1.2. information relating to the education or the medical financial, criminal or employment history of the person;

4.1.3. any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;

4.1.4. the biometric information of the person;

4.1.5. the personal opinions, views of preferences of the person;

4.1.6. correspondence sent by a person that is implicitly or explicitly of a private or confidential nature of further correspondence that would reveal the contents of the original correspondence;

4.1.7. the views or opinions of another individual about a person; and

4.1.8. the name of a person if it appears with other personal information relating to a person or if the disclosure of the name itself would reveal information about the person; and

4.2. **“Special Personal Information”** means personal information concerning the User’s health.

In order for Disfruta to ensure the integrity of the User’s Personal Information, should any of the Personal Information provided by the User change at any point in time, the User is hereby requested to provide Disfruta with written notice of the amended information as soon as reasonably possible.

Disfruta shall retain records of the User’s Personal Information which is necessary for the operation of services, for as long as it deems necessary, and at least, for as long as Disfruta requires in order to comply with any law, code of conduct, including the provisions of the POPI Act. Thereafter, the User consents that Disfruta may destroy/discard any and all records containing the User’s Personal Information.

#### **5. Request for User’s Personal Information**

By accessing the Website and providing us with the User’s Personal Information, the User agrees that the use of the Website is entirely at the User’s own risk and the User consents to the processing of his/her requested Personal Information for the following purposes –

- 5.1. to process the transactions and payments necessary in respect of the User's selected tour package and to manage Disfruta's financial accounts in respect of such transactions;
- 5.2. to provide the travel services in accordance with the User's selected tour package, including but not limited to the booking of accommodation, booking of flights with the respective airlines, completion of the User's event entries for the relevant sporting event and any entry tickets for tourist sites or other events;
- 5.3. disclosure of personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as required by law; and/or
- 5.4. any other purpose specified in these Terms and Conditions and/or our Privacy Policy.

## **6. Request for the User's Special Personal Information**

Before Disfruta confirms any booking for a specific tour package, Disfruta may require the submission of an original medical certificate by a medical practitioner confirming that the User is fit and able to partake in the specified sporting event offered as part of the tour package selected by the User. The User hereby consents to the processing of the User's Special Personal Information for purposes of ensuring that the User is fit and able to partake in the specified sporting event.

## **7. Online Payments**

Disfruta shall make use of the services of Sage Pay (Pty) Ltd ("**Sage Pay**") for the processing of any online credit card payments made by the User in respect of User's selected tour package. The User accepts that by making use of the online payment method via Sage Pay, the User's Personal Information will be supplied to Sage Pay. The User hereby consents to the processing of his/her Personal Information in order to process the credit card payments made via Sage Pay in favour of Disfruta.

## **8. Cross-border Transfer of Personal Information**

The User hereby consents to any Personal Information that Disfruta collects through the Website, being stored and processed in and between any of the countries in which Disfruta operates and/or to transfer any Personal Information about the User to a third party who is in a foreign country which is necessary for the performance of the services by Disfruta to the User and in order to enable the use of the information in accordance with Disfruta's Privacy Policy.

## **9. Security Measures**

Disfruta undertakes to ensure that the integrity of the User's Personal Information provided to it and under its control or in its possession and that such Personal Information is secured in line with its Privacy Policy.

Disfruta has taken appropriate, reasonable technical and organisational measures to prevent –

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

In the event that we, on reasonable grounds, believe that the personal information of a User has been accessed or acquired by any unauthorised person, we, or any third party processing Personal Information under our authority, will notify the User in writing provided that the identity of the User whose Personal Information has been compromised can be established.

## **10. Acceptable Use**

The User may not use the Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

The Website may not be used to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

The User must not conduct any systematic or automated data collection activities (including and without limitation, scraping, data mining, data extraction and data harvesting) on or in relation to the Website without Disfruta's express written consent.

The Website may not be used to transmit or send unsolicited commercial communications and/or for any purposes related to marketing without Disfruta's express written consent.

## **11. Links to other Websites and services**

The Website may contain links to other websites that are not under the control of Disfruta. Disfruta has no responsibility for the linked websites nor does it necessarily endorse the linked websites.

## **12. Copyright and Intellectual Property Rights**

Disfruta provides certain information on the Website. The content displayed on the Website is provided by Disfruta, its affiliates or any third party owners of the content ("**the Content**"). All proprietary works, and the compilation of the proprietary words, belong to Disfruta, its affiliates or any third party owners of the rights, and the Content is protected by the laws of the Republic of South Africa and international copyright laws.



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This Website and the Content may not be reproduced or otherwise exploited for any commercial purpose without the express prior written consent of Disfruta.

### **13. Indemnity by the User in favour of Disfruta**

The User agrees to defend, indemnify and hold Disfruta harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to the User's use of the Website, provided that any claim brought against Disfruta is not as a result of the Disfruta's grossly negligent conduct.

### **14. Limited Liability of Disfruta**

Neither Disfruta nor its directors, employees, agents, representatives or suppliers shall be responsible for and disclaims all liability, except as a result of the gross negligent conduct of Disfruta, for any loss, liability, damage (whether direct, indirect or consequential) and/or expense of any nature whatsoever which may be suffered by the User or any third party, as a result of or which may be attributable, directly or indirectly, to the User's access and use of the Website.

Disfruta shall not be liable to the User on any account whatsoever in the event that Disfruta is prevented from fulfilling its obligations hereunder due in whole or in part to an event or *force majeure* which expression shall mean act of God, war, fire, flood, storm, power failure, reduction of power supplies, mechanical failure or lack or shortage of materials or stock or any other circumstances beyond its reasonable control; and whether or not within its control, strikes, lock-outs or industrial disputes in relation to Disfruta or any other party or any action taken by it in connection therewith or in consequence or the occurrence thereof. In such event Disfruta may at its option either suspend performance or cancel the contract in question or so much of it as remains unperformed without liability for any loss and without prejudice to Disfruta's rights.

### **15. Governing Law and Country of Domicile**

Should the User utilise the Website for any purpose, the User hereby consents and submits to the jurisdiction of the South African courts in regard to all proceedings, actions, applications or the like instituted by either party against the other, and in any way arising from the Terms and Conditions.

The Website is controlled and operated from the Republic of South Africa and therefore at all times governed by South African Law and Disfruta chooses The Business Centre at No 1 Bridgeway Road, Bridgeways Precinct, Century Century, 7441, as its *domicilium citandi et executandi* for all purposes under these Terms and Conditions, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

### **16. Variation**

Disfruta reserves the rights to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time in its sole discretion and at any time. Changes to these Terms

and Conditions will become effective upon such changes being posted to the Website or upon notifying the User of the changes via email. Should the User continue to use the Website following the receipt of the notice provided or the posting of changes or updates, the User's use will be considered notice of your acceptance to abide by and be bound to these Terms and Conditions including the changes or updates.

## **17. General**

If any provision of these Terms and Conditions is deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severed from these Terms and Conditions and shall not affect the enforceability and validity of the remaining items of the Agreement.

These Terms and Conditions constitutes the whole agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein. Any indulgence of whatsoever nature granted by Disfruta shall not be construed as a waiver or variation of any of our rights or remedies.

If Disfruta is informed of any inaccuracies in the content on the Website, it will attempt to correct the inaccuracies as soon as possible.

## **18. Company Information**

In the event that you need to contact Disfruta for purposes related to these Terms and Conditions, please use the following details:

Email: [info@disfruta.co.za](mailto:info@disfruta.co.za)