Website Items needed for Merchant Account

Terms and Conditions:

The Participant acknowledges and agrees that the sporting event organised by Myriad Events is an event which includes inherent risks of serious injury, illness, death and/or damage to participants, sports and other equipment.

The Participant acknowledges that the risks inherent in the event, include, but are not limited to risks arising from their skill and ability as an athlete, nutrition and fluid intake, fitness and health prior to the event, the terrain which the event traverses, road surface, weather conditions, water conditions, vehicular traffic, the actions of other competitors, the event organiser, sponsors and their principals, representatives, agents and assigns. The Participant undertakes and agrees to seek medical or any other assistance from the event organiser, if he or she senses or observes any hazard or unsafe condition, or if, at any time, he or she feels unable or unfit to safely continue participating in the event for any reason. The Participant furthermore undertakes to withdraw from participation in the event if advised or instructed by the event organiser to do so.

The Participant acknowledges and agrees that the event may be cancelled due to forces beyond the event organiser's control (with such forces including, but not limited to: any acts of God, strike, war, riots, fire, floods, legislation, insurrection, sanctions and/or trade disputes) and that in such circumstances, the event organiser shall not be required to refund the event's entry fee to me

The Participant undertakes to follow all the rules of the event and all directions and/or instructions given to me by the event organiser and its principals, representatives, agents and assigns and understand that the event organiser's events are sanctioned by any South African official sporting bodies and license fees will be charged accordingly.

The Participant understands that they may be photographed and/or filmed before, during and after the event and agree that the event organiser, the sponsors and their principals, representatives, agents and assigns may utilize any photographic, film or video image or likeness of me and my name for any legitimate purpose in connection with the event or future events to be organized by the event organiser.

The Participant acknowledges that, due to their participation in the event, the event organisers shall contact me from time to time (by means of electronic mail, the short message service and/or telephone calls) for purpose of: (i) communicating event related information, and/or (ii) advertising certain products and/or services which may assist me in my preparation for, and performance in, the event. The Participant hereby consents to any such communication.

Whilst reasonable safety and precautionary measures are taken by the event organiser to ensure the participants safety, the event organiser, sponsors, third party service providers to the event, private landowners who grant access to their property for the purposes of the event and their principals, representatives, agents and assignees do not accept any responsibility for any claim whatsoever arising from death, injury or loss and/or damage to person or property occasioned as a result of my participation in the event.

The Participant accordingly hereby indemnifies and hold harmless the parties to the fullest extent possible in law, against any claims occasioned as a result of my participation in the event of whatsoever nature or howsoever caused, including, without limitation, any loss, injury, harm, illness, death or damage of whatsoever nature and howsoever caused arising directly or indirectly out of any act or omission, including negligent acts of negligent omissions by the parties, including any claim for consequential loss of damage, loss of profits or any claim by any of my dependents arising from events related to, in connection with or occasioned as a result of my participation in the event.

The Participants confirms that they understand the importance and the meaning of this liability disclaimer, the waiver of claims, and indemnity and that by agreeing hereto, they are waiving substantial legal rights (on their own behalf and on behalf of their dependents). The Participant further acknowledges that they have been free to secure independent legal and/or other advice as to the nature and effect of all the provisions of this liability

disclaimer, waiver and indemnity and that I have either taken such independent legal and/or other advice, or dispensed with the necessity of doing so.

Myriad Events reserves the right to refuse any order placed with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

The Participant agrees to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

About Us:

Myriad Events is a Cape-based sports company committed to bringing fun, affordable, family friendly Cycling and Running events to participants in the Western Cape. We are the proud event's organisers for the Western Province Cycling's annual road league as well as various other events in and around Cape Town

Privacy Policy:

This Privacy Policy is intended to inform you of our policies and procedures regarding the collection, use and disclosure of personal information we receive from users of the Site. This Privacy Policy applies only to information that you provide to us through this Site. Our Privacy Policy may be updated from time to time, and we will notify you of any material changes by posting the new Privacy Policy on the Site.

The purpose of the new PoPI Act is to ensure that all South African institutions conduct themselves in a responsible manner when collecting, processing, storing and sharing another entity's personal information by holding them accountable should they abuse or compromise a person's personal information in any way.

In compliance with the POPI Act participants in all events will allow Myriad Events to properly process, classify and calculate the results for an event, keep long term record of such information for reporting purposes and keep detailed personal, contact and emergency details to assist with emergency response services and related queries.

Myriad Events will store all personal information in a responsible manner and provide adequate security and access control to prevent unauthorised access to such information in compliance with the act.

Participants will extend Myriad Events the right to share all relevant personal details with our service providers to allow the correct processing and classification of event registrations and results.

At the time of writing Myriad Events intend to share relevant personal information with Mobii Systems, Athletics South Africa, Triathlon South Africa and Cycling South Africa. Myriad Events reserve the right to change its service providers from time to time, without notice, to ensure conformance and compliance with this proposal.

Myriad Events will, upon written request by participants and no later than 20 business days after such a request, permanently remove and destroy any or all copies of personal data under its control. Myriad Events will assist and make reasonable effort to request the destruction of any data or backup copies of such data with its upstream service providers, but Myriad Events cannot be held responsible for the proper execution of such a request, as such processes are outside of its control.

It is the responsibility of event participants consent to the sharing of their personal information with Myriad Events and its service providers, in accordance with the requirements of the POPI Act.

Cancellation Policy:

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

You are entitled to cancel your purchase of and return your Ticket(s) at any time prior to the scheduled date of the Event to which the Ticket(s) apply by contacting the ticketing agent or BCI (whichever is applicable) and arranging such cancellation and return, subject to the following:

If you cancel your purchase of and return your Ticket(s) within 7 (seven) days of an event, you will not be entitled to a refund of the face value of the ticket.

If you cancel your purchase of and return your Ticket(s) more than 7 (seven) days before the event, you will be entitled to a refund of the face value of the ticket less a reasonable cancellation charge, calculated as follows:

for Ticket(s) returned 120 or more days prior to the event date, a reasonable cancellation charge of 15% (fifteen percent) will apply;

for Ticket(s) returned between 90 and 119 days prior to the event date, a reasonable cancellation charge of 30% (thirty percent) will apply;

for Ticket(s) returned between 60 to 89 days prior to the event date, a reasonable cancellation charge of 50% (fifty percent) will apply;

for Ticket(s) returned between 0 and 59 days prior to the event date, a reasonable cancellation charge of 100% (one hundred percent) will apply;

Transaction Currency:

All transactions on this site will be in South African Rands (ZAR.) No other currency will be entertained

Contact Us:

Myriad Events can be contacted as follows:

Email: <u>info@myriadevents.co.za</u>

Cell Phone: 083-578-9375

Physical Address: 3 Renostervoel Road

Somerset Ridge Somerset West

Country of Domicile:

Myriad Events is a South African Registered Company, domiciled in the Republic of South Africa