

RULES OF THE PROTOUCH CYCLING CLUB

Membership of the ProTouch Cycling Club

Member or **You** is the person contracting with Us under these Rules.

We or **Us** or **Our** refers to the ProTouch Cycling Club (“**the Club**”) and includes its owner ProTouch Sports.

To become a member of the Club you must complete a Club application form and we will confirm your Club membership through an email to your nominated email address. You will continue to be a Club member and have access to the benefits offered under Club membership, for as long as you pay membership fees.

The Club is registered with Cycling SA. You however need to register yourself directly with Cycling SA if you wish to receive a racing license. Visit www.cyclingSA.co.za and register with ProTouch Cycling Club for more information. Your registration with Cycling SA is subject to their terms and conditions.

These Rules and the Club membership application form constitute an agreement between You and Us and govern Your and Our rights and obligations regarding Your Membership of the Club.

Membership Fees

You must pay a monthly membership fee of R140.00, inclusive of VAT or R1500 per annum, to remain a member of the Club and to access benefits offered under the Club membership. These

membership fees may be increased annually; if they are We will be sure to advise You.

What happens if You don't pay Your membership Fees?

Your membership and access to the benefits of membership will terminate immediately if you stop paying membership fees.

Benefits of your Membership

The Club arranges benefits for its members and those benefits currently include:

- The opportunity to purchase the Club's Italian-made cycling kit;
- Access to discounted race and bike park entries, as available from time to time;
- Access to preferential discounts, on a range of products and services offered by our benefit partners and Us, as available from time to time;
- Access to special invites to rides, tours and packages including Liberty-sponsored events and rides with Team ProTouch, from time to time.

Purchasing of the Club Italian-made cycling kit

- The kit is an Italian-made FTech kit, which is designed and worn by professionals.
- Once We have received payment and the nominated size of your kit, this will be delivered to your designated delivery address. You can expect delivery within 3 business days for major centres and up to 7 business days for outlying areas.

- Please ensure that You have carefully selected Your size as these are European sizes. If You order the wrong size, the collection and delivery of the replacement kit will be for Your account at an additional cost of R120.
- Additional sets of the Club's cycling kit may be ordered online, for your costs, through the [ProTouch Sports online mall](#), at an additional cost of R120 delivery cost.

Discounted race and bike park entries

- As a Club member, You can receive up to 100% discount on the entry fee of certain races selected by Us. Race entries and discounts may be limited, so enter early. Races are entered on the relevant event's website and payments are made directly to that event's organisers.
- You are entitled to one free entry per month at bike parks selected by Us. These are updated regularly so be sure to check what is available.
- You will also receive exclusive invites to participate in Liberty-sponsored events, which include, but are not limited to the Liberty Stellenbosch Cycle Tour and Liberty Cape Winelands and Waterberg Encounter.

Preferential Discounts on Products and Services

- As a Club member, You are entitled to access preferential discounts on a range of products and services, available online via our [ProTouch Sports online mall](#).

Products currently include eyewear, helmets, shoes and other accessories as well as nutritional supplements available from Club benefit partners.

- You will also receive access to exclusive bundled deals and specials from time to time.

Special Invites to Rides, Tours and Packages

- As a Club member, You will receive special invitations to rides, tours and packages that have been created to enhance your Club experience. These include, but are not limited to:
 - "Meet and ride" with riders from Team ProTouch as well as other teams, from time to time;
 - Access to exclusive and sought-after tours and packages where You can ride or watch races, locally and internationally.

You will receive these special invitations via email, to Your designated email address and they will also be promoted online on our website and our mobile application.

Termination of Your Membership

If You cancel

You may cancel Your membership by providing notice either by email or in writing, one (1) calendar month before the cancellation date.

If We cancel

We may end Your membership in the Club at any time and for any reason, on 30 (thirty) days' notice to You. You will not hold Us liable for any damages of any nature suffered by You or any third party as

a result of Our decision to cancel your Club membership.

We are not responsible for loss

We will not be liable for any loss or damage of any nature that You might suffer as a result of interacting with Us, or obtaining or using benefits as a member of the Club under any circumstances, including as a result of Our negligence or that of our servants, agents, contractors, benefit partners or other persons for whom We may be liable in law.

No legal relationship

You have no legal relationship with Us, other than being bound by the Membership Rules and to receive any benefits as and when You may be entitled to do so. You cannot bind us to any undertaking, promise or contract with third parties.

Information provided by the Club

We provide various kinds of information and tools on [Our website](#), Our mobile application and, in emails and SMSs, about the Club. Unless expressly otherwise stated, none of the information must be treated as an offer as it serves merely as an invitation to do business with Us.

We communicate with You through the internet, via Our mobile application, SMS or over the telephone, You agree that We are entitled to assume that You have authorised all transactions once You have entered Your password.

You are responsible for giving correct, valid information and

instructions when registering for the Club and when conducting transactions with Us or Our benefit partners who assist with the provision of club member benefits. You are also responsible for providing Us with Your most up-to-date contact details, as and when they change.

User ID:

Your User ID will be Your South African identity number, or e-mail address or selected cell phone number.

PIN:

If You forget Your ProTouch Cycling Club PIN, then You may request Us to send You your PIN to your Selected Cell Phone Number. Please email us at info@protouchsports.co.za .

Privacy

We respect Your privacy and Your personal information. We will take all reasonable steps to protect Your personal information and to keep it confidential, even when You are no longer a Member of the Club.

Links to Third Party Websites

For Your convenience, the Club website contains links to the websites of benefit partners. By making the hyperlinks available, We are not endorsing our benefit partners' service terms, third party websites, their content, products, services or owners. It is Your responsibility to obtain all information relevant to making a decision and to read the privacy and security policy on our benefit partners' and any third party websites.

You acknowledge that when entering a third party's website that the use of such site is subject to terms and conditions of the owner of that website.

Notices, confirmations and statements

You agree that publishing a notice on the Club website or sending You a notice once You log into the Club website, or via email, mobile application, SMS or post will constitute sufficient notice to You. Please remember that You are responsible for providing Us with Your most up-to-date contact details, as and when they change.

For contractual purposes, You consent to receive communications from Us electronically and You agree that all agreements, notices, disclosures and other communications that We provide to You electronically satisfy any legal requirement that such communications be in writing.

Should You fail to raise an objection with Us within twenty-four (24) hours after We have posted the notice on the Club website, mobile application or sent You a notice, You will be considered to have accepted it.

Availability of Our Website and Mobile Application

The Club website and/or mobile application may be unavailable from time to time due to routine maintenance or emergency repairs or because of the unavailability of any electricity, telecommunication system or networks.

Submitting complaints or queries to Us

If You have any enquiries or complaints, please contact Us at info@protouchsports.co.za

Force majeure

Should We or any benefit partner be prevented from fulfilling any of our obligations in terms of these terms and conditions as a result of an event outside our control, for example floods, riots, strikes, telecommunications and electrical supply interruptions, then those obligations shall be deemed to have been suspended to the extent that and for so long as We are so prevented from fulfilling them, and Your corresponding obligations shall be suspended to the corresponding extent.

Should an event of force majeure continue for more than 90 days, the relevant affected benefit partner or We shall be relieved from its/ Our obligations under the Club rules, but We will use best endeavours to replace the relevant benefits provided by the affected benefit partner.

As a Club member You provide the following undertakings to Us:

- Acknowledge that the Club membership and its benefits offered to You can change from time to time, is subject to availability, available on a first-come-first-serve basis and You agree that we can provide You with 30 (thirty) days' notice of the change of benefits by communicating with you via email or SMS or posting the notice on the Club's website and mobile application:
- Indemnify the Club, including its presenting sponsor Liberty and the Club's operators and administrators, against any

claim by you or any person arising directly or indirectly from your death, injury, loss or damage suffered by you or any person as a result of your membership of the Club and your participation in the activities and use of the facilities or services offered by the Club, including claims where the allegations are that it was caused or contributed to by an act of omission of the Club, its owner, operator, administrator or any of their directors, employees, contractors consultants and agents;

- consent to all imagery (for example photographs and videos) featuring You, taken at any event you participate in as a Club member, being used by the Club, including its owner, operators and administrators, for promotional and marketing purposes in print and online platforms; and
- consent to receiving information and marketing material from the Club, its presenting sponsor Liberty and any benefit partners used by the Club.

We may amend the Club Rules from time to time by posting the amended version on the Club's website and mobile application. As from the effective date of the change to the Club Rules You will be bound by the amended Club Rules.