



TERMS AND CONDITIONS

1. Introduction

- 1.1 These are the Terms and Conditions of Service ("Terms", "Terms and Conditions") that govern your use of the **Knights Sports Club** ("we", "us" or "our") website, **www.knightssportsclub.co.za** and related services operated by **Knights Sports Club (which includes Knights Rugby Club, Knights Youth Rugby Club and Knights Netball Club)**.
- 1.2 Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages, and must be read together with these Terms and Conditions.
- 1.3 Unless otherwise indicated in these Terms and Conditions, terms used in these Terms and Conditions have the same meaning as those defined in the Privacy Policy.
- 1.4 Your agreement with us, through online registration or accessing or using our Services, or otherwise, includes these Terms and our Privacy Policy ("Agreements"). You acknowledge that you have read and understood the Agreements and agree to be bound of them.
- 1.5 If you do not agree with (or cannot comply with) Agreements, then you may not use the Service, but we kindly request you to let us know by emailing us at **scsecretary@knightssportsclub.co.za**, so we can try to find a solution. These
- 1.6 These Terms and Conditions apply to all visitors, users and others who wish to access or use Service.

2. Communications

By using our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at **scsecretary@knightssportsclub.co.za**.

3. Purchases

- 3.1 If you wish to purchase any product or service made available through this Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase,

including, but not limited to, your credit or debit card number, the expiration date of your card, your billing address, and your shipping information.

3.2 You represent and warrant that—

- (a) you have the legal right to use any card(s) or other payment method(s) in connection with any Purchase; and
- (b) the information you supply to us is true, correct and complete.

3.3 We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties, subject to our Privacy Policy.

3.4 We reserve the right to refuse or cancel your order at any time for reasons, including, but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or any other reason that we may consider necessary.

3.5 We reserve the right to refuse or cancel your order if fraud or an unauthorised or illegal transaction is suspected.

4. Contests, Sweepstakes and Promotions

4.1 Any contests, sweepstakes or other promotions (collectively, “Promotions”) made available through this Service may be governed by rules that are separate from these Terms and Conditions.

4.2 If you participate in any Promotions, please review the applicable rules, as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

5. Registration Fees

5.1 Registration fees for annual membership of Knights Sports Club must be paid strictly upon completion and submission of the online registration form, available at **www.knightssportsclub.co.za**.

5.2 Registration fees are payable by Electronic Funds Transfer (“EFT”) into the account with the following banking details:

Account Holder: Knights Sports Club

Bank: First National Bank

Account Number: 63000316835

Branch Code: 250655

Proof of payment must be attached to the online registration form, when prompted to do so, or may be forwarded by e-mail to scsecretary@knightssportsclub.co.za.

- 5.3 We may use third-party services for payment processing (e.g. payment processors) of our Registration fees or other Services, in accordance with our Privacy Policy.
- 5.4 You must provide Knights Sports Club with accurate and complete billing information that may include, but may not be limited to: full name, address, province, postal or zip code, telephone number, and valid credit card, debit card or other relevant payment method information. By submitting such payment information, you automatically authorise Knights Sports Club to charge your Registration fees or other related costs incurred through your account to any such payment instruments.
- 5.5 We will not store or collect your payment card details. That information is provided directly to our third party payment processors whose use of your personal information is governed by their Privacy Policy.
- 5.6 Knights Sports Club, in its sole discretion and at any time, may amend the Registration Fees, which will be communicated on our website, www.knightssportsclub.co.za, and/or on our social media platforms. Any amendments will become effective immediately, unless expressly indicated otherwise.
- 5.7 Should the Registration fees not be paid immediately upon online registration or should online payment fail for any reason, Knights Sports Club reserves the right to terminate your registration and membership of Knights Sports Club with immediate effect.

6. Cancellations and Refunds

- 6.1 Registration or membership of Knights Sports Club may be cancelled **within 14 days** after the successful original submission of an online registration form, whereupon you may receive a full refund of your annual Registration fees, payable within 14 days after cancellation.
- 6.2 You must inform Knights Sports Club, in writing, of cancellation of registration or membership, by sending an e-mail to scsecretary@knightssportsclub.co.za.
- 6.3 Any cancellation of registration or membership of Knights Sports Club, and payment of refunds, later than 14 days after registration online or after July every year, is subject to approval at the discretion of Knights Sports Club Management.
- 6.4 Knights Sports Club reserves the right not to pay refunds for cancellation of registration or membership of Knights Sports Club later than 14 days after registration or after July every year.

- 6.5 If registration or membership of Knights Sports Club is cancelled in order for a player to join another rugby club or netball club, you must ensure that the relevant Transfer Form, as prescribed by the South African Rugby Union ("SARU") and the Blue Bulls Youth Rugby Association ("BBYRA"), or by the relevant governing body, is completed and signed by Knights Sports Club.

7. Content

- 7.1 Our Services allow you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("Content"). You are responsible for Content that you post on or through our Services, including its legality, reliability, and appropriateness.
- 7.2 By posting Content on or through our Services, you represent and warrant that—
- (a) the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms; and
 - (b) the posting of your Content on or through our Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright.
- 7.3 You retain any and all of your rights to any Content you submit, post or display on or through our Services and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through our Services.
- 7.4 However, by posting Content using our Services, you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such Content on and through our Services. You agree that this license includes the right for us to make your Content available to other users of Services, who may also use your Content subject to these Terms.
- 7.5 Knights Sports Club has the right, but not the obligation to monitor and edit all Content provided by users.
- 7.6 In addition, Content found on or through our Services are the property of Knights Sports Club or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use our Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

8. Prohibited Uses

8.1 You may use our Services only for lawful purposes and in accordance with these Terms and Conditions. You agree not to use our Services—

- (a) in any way that violates any applicable national or international law or regulation;
- (b) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise;
- (c) to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter,” “spam,” or any other similar solicitation;
- (d) to impersonate or attempt to impersonate Knights Sports Club, a Knights Sports Club representative or member of management, another user, or any other person or entity;
- (e) in any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity; or
- (f) to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of our Services, or which, as determined by us, may harm or offend Knights Sports Club or users of our Service, or expose them to liability;

8.2 In addition to the above, you agree not to—

- (a) use our Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party’s use of the Services, including their ability to engage in real time activities through the Service;
- (b) use any robot, spider, or other automatic device, process, or means to access our Services for any purpose, including monitoring or copying any of the material on Service;
- (c) use any manual process to monitor or copy any of the material on our Services, or for any other unauthorised purpose without our prior written consent;
- (d) use any device, software or routine that interferes with the proper working of our Service;
- (e) introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- (f) attempt to gain unauthorised access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to our Services.

- (g) attack our Services via a denial-of-service attack or a distributed denial-of-service attack;
- (h) take any action that may damage or falsify Knights Sports Club's rating; or
- (i) otherwise attempt to interfere with the proper working of our Service.

9. Analytics

We may use third-party Service Providers to monitor and analyse the use of our Service.

10. No Use by Minors

- 10.1 Our Service is intended only for access and use by individuals who are at least eighteen (18) years old.
- 10.2 By accessing or using our Services, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into this Agreement and abide by all of these Terms and Conditions.
- 10.3 If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of our Services.

11. Accounts

- 11.1 When you create an account with us, you guarantee that you are above the age of (eighteen) 18 years old, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.
- 11.2 You are responsible for maintaining the confidentiality of your account and password, including, but not limited to, the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your account.
- 11.3 You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorisation. You may not use as a username any name that is offensive, vulgar or obscene.
- 11.4 We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

12. Intellectual Property

- 12.1 Our Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Knights Sports Club and its licensors. Our Service is protected by copyright, trademark, and other laws of South Africa and foreign countries.
- 12.2 Our trademarks may not be used in connection with any product or service without the prior written consent of Knights Sports Club.

13. Copyright Policy

- 13.1 We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on our Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.
- 13.2 If you are a copyright owner, or authorised on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to scsecretary@knightssportsclub.co.za, with the subject line: "Copyright Infringement", and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims".
- 13.3 You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through Service on your copyright.

14. Procedure for Copyright Infringement Claims

- 14.1 You may submit, in writing, a notification pursuant to the Copyright Act, 1978 (Act No. 78 of 1978) to us at scsecretary@knightssportsclub.co.za, with the following information:
 - (a) an electronic or physical signature of the person authorised to act on behalf of the owner of the copyright's interest;
 - (b) a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
 - (c) identification of the URL or other specific location on Service where the material that you claim is infringing is located;
 - (d) your address, telephone number, and email address;

- (e) a statement by you that you have a good faith belief that the disputed use is not authorised by the copyright owner, its agent, or the law; and
- (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorised to act on the copyright owner's behalf.

15. Error Reporting and Feedback

- 15.1 You may provide us, either directly at scsecretary@knightssportsclub.co.za, or via third party sites and tools with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service ("Feedback").
- 15.2 You acknowledge and agree that—
 - (a) you shall not retain, acquire or assert any intellectual property right or other right, title or interest in or to the Feedback;
 - (b) Knights Sports Club may have development ideas similar to the Feedback;
 - (c) Feedback does not contain confidential information or proprietary information from you or any third party; and
 - (d) Knights Sports Club is not under any obligation of confidentiality with respect to the Feedback.
- 15.3 In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Knights Sports Club and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialise) Feedback in any manner and for any purpose.

16. Links to Other Web Sites

- 16.1 Our Service may contain links to third party web sites or services that are not owned or controlled by Knights Sports Club.
- 16.2 Knights Sports Club has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.
- 16.3 You acknowledge and agree that Knights Sports Club is not responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use

of or reliance on any such content, goods or services available on or through any such third party web sites or services.

- 16.4 We strongly advise you to read the terms of service and privacy policies of any third party web sites or services that you visit.

17. Disclaimer of Warranty

- 17.1 These Services are provided by Knights Sports Club on an “as is” and “as available” basis. Knights Sports Club makes no representations or warranties of any kind, express or implied, as to the operation of their services, or the information, content or materials included therein. You expressly agree that your use of these Services, their content, and any services or items obtained from us is at your sole risk.
- 17.2 Neither Knights Sports Club, nor any person associated with Knights Sports Club, makes any warranty or representation with respect to the completeness, security, reliability, quality, accuracy, or availability of the services. Without limiting the foregoing, neither Knights Sports Club nor anyone associated with Knights Sports Club, represents or warrants that the Services, their content, or any services or items obtained through the Services will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that the Services or the server that makes it available are free of viruses or other harmful components or that the services or any Services or items obtained through the Services will otherwise meet your needs or expectations.
- 17.3 Knights Sports Club hereby disclaims all warranties of any kind, whether express or implied, statutory, or otherwise, including but not limited to, any warranties of merchantability, non-infringement, and fitness for particular purpose.
- 17.4 The foregoing does not affect any warranties which cannot be excluded or limited under applicable law.

18. Limitation of Liability

- 18.1 Except as prohibited by law, you will hold us and our representatives, managers and agents harmless for any indirect, punitive, special, incidental, or consequential damage, however it arises (including attorneys’ fees and all related costs and expenses of litigation and arbitration, or at trial or on appeal, if any, whether or not litigation or arbitration is instituted), whether in an action of contract, negligence, or other tortious action, or arising out of or in connection with this Agreement, including, without limitation, any claim for personal injury or property damage, arising from this agreement and any violation by you of any federal, state, or local

laws, statutes, rules, or regulations, even if knights sports club has been previously advised of the possibility of such damage

- 18.2 Except as prohibited by law, if there is liability found on the part of Knights Sports Club, it will be limited to the amount paid for the products and/or services, and under no circumstances will there be consequential or punitive damages.

19. Termination

- 19.1 We may terminate or suspend your account and bar access to our Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms and Conditions.
- 19.2 If you wish to terminate your account, you may simply discontinue using our Service.
- 19.3 All provisions of these Terms which, by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

20. Governing Law

- 20.1 These Terms are governed and construed in accordance with the laws of South Africa, which governing law applies to this Agreement without regard to its conflict of law provisions.
- 20.2 Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire Agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding this Service.

21. Changes to Service

- 21.1 We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice.
- 21.2 We will not be liable if, for any reason, all or any part of our Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Service, or the entire Service, to users, including registered users.

22. Amendments to Terms and Conditions

- 22.1 We may amend these and Terms and Conditions at any time by posting the amended Terms on this website. It is your responsibility to review these Terms periodically.

- 22.2 Your continued use of the Platform following the posting of revised Terms means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.
- 22.3 By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised Terms. If you do not agree to the new Terms, you are no longer authorised to use our Service.

23. Waiver and Severability

- 23.1 No waiver by Knights Sports Club of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Knights Sports Club to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.
- 23.2 If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

24. Acknowledgement

By using this Service or other services provided by us, you acknowledge that you have read these Terms and Conditions and agree to be bound by them.

25. Contact Us

Please send your feedback, comments, and requests for technical support by email to: scsecretary@knightssportsclub.co.za.