

LEISURE & ADVENTURE TERMS AND CONDITIONS

1 OVERVIEW

1.1. This website is operated by ISG Outdoor (Pty) Ltd with registration number 2015/234119/07, based in South Africa and trading as Leisure & Adventure. Throughout the website, the terms “we”, “us” and “our” refer to Leisure & Adventure. We offer this website, including all information, tools and services available from this website to you, the user, conditional upon your acceptance of all terms, conditions, policies and notices stated herein.

1.2. By visiting our website and/ or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms and Conditions”, “Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the website, including, without limitation, users who are browsers, vendors, customers, merchants, and/ or contributors of content.

1.3. Please read these Terms of Service carefully before accessing or using our website. By accessing or using any part of the website, you agree to be bound by these Terms of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the website or use any services. If these Terms of Service are considered an offer, acceptance is expressly limited to these Terms of Service.

1.4. Any new features or tools, which are added to the current store, shall also be subject to the Terms of Service. You can review the most current version of the Terms of Service at any time on this page. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

1.5. Our online store is hosted by WooCommerce, who provide us with the online e-commerce platform that allows us to sell products and services to you.

2 ONLINE STORE TERMS



2.1 By agreeing to these Terms of Service, you consent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependants to use this website.

2.2 You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

2.3 You must not transmit any viruses or any code of a destructive nature.

2.4 A breach or violation of the Terms will result in an immediate termination of our Services and products.

3 GENERAL CONDITIONS

3.1 We reserve the right to refuse service to anyone for any reason whatsoever.

3.2 You understand that your content, (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

3.3 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by Leisure & Adventure.

3.4 The headings used in these Terms are included for convenience only and will not limit or otherwise affect these Terms.

4 ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION



4.1 Please note that we are in the process of upgrading our web platform and have integration synching issues from time to time. Please verify price and stock quantities on hand with the store before making a purchase on the website.

4.2 We shall take all reasonable efforts to accurately reflect the description, availability, purchase price and delivery charges of Products and Services. However, should there be any errors of whatsoever nature (which are not due to our gross negligence), we shall not be liable for any loss, claim or expense relating to a transaction based on any error, save – in the case of any incorrect purchase price – to the extent of refunding you for any amount already paid. You are encouraged to contact us to report any possible errors by way of email to infor@leisureadventure.co.za or by phoning our store.

4.3 Occasionally there may be information on our website, marketing communication or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, images, pricing, promotions, offers, product shipping charges, transit times and availability.

4.4 We reserve the right to correct any such errors, inaccuracies or omissions, to change or update information.

4.5 We reserve the right to cancel orders according to the cancellation terms, if any information in the Service or on any related website is inaccurate, at any time without prior notice (including after you have submitted and paid for your order). This includes where product pricing, descriptions, images, or quantities may be incorrect or outdated. In the case where you have already submitted payment, then you will be refunded accordingly.

4.6 We are not responsible if the information made available on this website is not accurate, complete or current. The material on this website is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material available on this website is at your own risk.

4.7 We undertake no obligation to update, amend or clarify information in the Service or on any related website, marketing communication, including without limitation, pricing information, except as required by law. No specified update or refresh date, applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

4.8 This website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of



this website at any time, but we have no obligation to update any information on our website. You agree that it is your responsibility to monitor changes to our website.

4.9 We have endeavoured to display products and/or items on the website as accurately as possible with regard to the images that represent visual depictions of the products and/or items as well as features and descriptions relating to the products and/or items. However, the products and/or items delivered may vary in appearance. The product/item description and model/serial number of the product/item will always take precedence over any related images as displayed on the website when a dispute relating to a product/item arises. Product/item colours will depend on your computer monitor, and Leisure & Adventure cannot guarantee that the colour displayed on your monitor will accurately display the colour of the products/items.

5 MODIFICATIONS TO THE SERVICE AND PRICES

5.1 Product prices are subject to change without notice.

5.2 We reserve the right, at any time, to modify or discontinue the Service (or any part or content thereof) without notice.

5.3 We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

6 LIMITED AVAILABILITY

6.1 Certain products or services may be available exclusively online through the website. These products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

6.2 Certain products, services, or offers may be available exclusively in our physical shop and not on the website.



6.3 Please note that the stock of all items on offer is limited. We will make all reasonable attempts to ensure that product offers are removed when the stock runs out. If it happens that we are unable to fulfil any order at the advertised price because stock is sold out, we will inform you via email and you will be entitled to a reimbursement for the Rand value you have paid for such product.

6.4 We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion.

6.5 We reserve the right to discontinue any product at any time. Any offer for any product or service made on this website is void where prohibited.

6.6 Products cannot be reserved to be bought at a later stage, and placing an item in your cart without completing the order does not constitute a "sale". This means that we may remove any product(s) from your cart before the sale actually takes place, in the event of the product going out of stock. We cannot be held responsible if the product(s) you added to your cart have become unavailable whilst you are in the process to complete the sale.

7 PRICING

7.1 The price of each product is reflected on the website. If there is a difference between the price of the product as advertised on the website and the price of the product in store, the store price will always be the accurate price.

7.2 The price reflected on the website is the regular retail price that Leisure & Adventure charges for the product.

7.3 When Leisure & Adventure is having a sale, or is running a promotion on specific products on the website, the discounted price as well as the regular retail price will be shown on the website.

7.4 Every reasonable effort will be made to ensure that the regular retail price and, where applicable, the discounted price, of all the products on the website are correct at the time of your purchase. If the product is offered at an erroneous price, Leisure & Adventure will not be obliged to supply the said product at the incorrect price.



7.5 Leisure & Adventure has a 6-PAY payment method which applies to Firearms, Scopes, or Barrels – please note this option does not apply to any of the aforementioned items -in the event that they are on sale. If you would like further details on the 6-PAY payment method, please do not hesitate to contact us.

7.6 By placing an order, you acknowledge and agree that we may provide your billing information to a third-party delivery service provider, which processes the payment. Your confidential data will be encrypted during this process and will not be sold to third-party users.

8 PAYMENT

8.1 Payment Options

Payment may be made via Visa, Mastercard or by bank transfer (EFT) into our bank account, the details of which will be provided on request. Should the customer pay for the Products via EFT, the order will only be processed once Leisure & Adventure has received successful confirmation of payment.

8.2 Credit card acquiring and security

Credit card transactions will be acquired via Pay Fast (Pty) Ltd, which is the approved payment gateway for all South African Acquiring Banks.

8.3 Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

8.4 Responsibility



We take responsibility for all aspects relating to the transaction including the sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

8.5 All transactions/purchases are subject to the confirmation of price and product by Leisure & Adventure.

9 ACCURACY OF BILLING AND ACCOUNT INFORMATION

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store and on our website. 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 if needed.

10 OPTIONAL TOOLS

10.1 We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

10.2 You acknowledge and agree that we provide access to such tools "as-is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

10.3 Any use by you of optional tools offered through the website is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

10.4 We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service



11 USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

- 11.1 If, at our request, you send certain specific submissions (for example contest entries) or without a request from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.
- 11.2 We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.



11.3 You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. Furthermore, you are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

12 PERSONAL INFORMATION

The Provider will endeavour to comply strictly with the provisions of both the Protection of Personal Information Act (POPIA) and the Promotion of Access to Information Act (PAIA). By making any purchase you agree that you have read the terms and conditions set out in both the POPIA and PAIA manuals which is readily accessible hereinafter. Your submission of personal information through the store is governed by our Privacy Policy. Please find the link to our Privacy Policy on our website footer, or contact info@leisureadventure.co.za to request the details.

13 REFUSAL, LIMITATION, AND CANCELLATION OF ORDERS

13.1 We reserve the right to refuse processing of payment for any order and/or to cancel any purchase, partially or completely, with notice given to you. We will be liable for reimbursing you the Rand value paid, only if you have already paid for the cancelled order.

13.2 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.



13.3 We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers or distributors.

13.4 We reserve the right, in the interest of preventing fraud, to refuse the processing of payment for any order and/or to cancel any purchase, partially or completely. We may request documentation to complete the necessary fraud checks and cancel any order where the necessary documentation is not provided in a timely manner.

For more detail, please review our Returns Policy.

14 RETURNS

The rules under which products can be returned are specified in our Returns Policy. Please find the link to our Returns Policy on our website footer, or contact info@leisureadventure.co.za to request the details.

15 PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the website or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.



16 DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- 16.1 We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.
- 16.2 We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.
- 16.3 We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.
- 16.4 You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.
- 16.5 You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non- infringement.
- 16.6 In no case shall we, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.



17 INDEMNIFICATION

You agree to indemnify, defend and hold harmless us, our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

18 SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

19 TERMINATION

19.1 The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

19.2 These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our website.

19.3 If in our sole judgement you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).



20 ENTIRE AGREEMENT

- 20.1 The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.
- 20.2 These Terms of Service and any policies or operating rules posted by us on this website or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).
- 20.3 Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

21 GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of South Africa.

22 CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.



23 CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at info@leisureadventure.co.za

