

# Torque Tour: Roof of Africa Terms and Conditions Supertech Group (Pty) Ltd

Registration Number (2016/133986/07)

## Premium Driving Tour Event

### 1. Definitions and Interpretation

For the purposes of these Terms and Conditions, unless expressly stated otherwise:

- “Event” refers to the Torque Tour: Roof of Africa, a three-day (3 day) driving tour curated and hosted by Supertech Group.
- “Participant” means any natural person registered and accepted to participate in the Event.
- “Organiser” means Supertech Group (registration number 2016/133986/07) as per Companies Act 71 of 2008) and its duly authorised representatives.
- “Convoy” denotes the supervised movement of vehicles coordinated by the Organiser.
- “Vehicle” means any privately owned or leased motor vehicle registered for participation in the Event.
- “Premium Inclusions” are services, amenities, and experiences as detailed in the Event overview and contract.
- Headings are for convenience only and do not affect interpretation. The singular includes the plural and vice versa.

### 2. Application of South African Law

2.1 These Terms and Conditions are governed by the laws of the Republic of South Africa, including but not limited to the Consumer Protection Act, 2008 (“CPA”), the Companies Act, 2008, the Road Traffic Act, and all other applicable statutes, regulations, and common law.

2.2 All agreements, representations, and warranties herein are subject to statutory rights and obligations under South African law, which shall prevail in the event of a conflict.

### 3. General Participation and Eligibility

3.1 Participation is open to individuals **aged 21 years** or older, of sound mind and holding a valid driving licence recognised in South Africa and Lesotho, in accordance with the National Road Traffic Act, 1996.

3.2 The Organiser reserves the right to verify identity, driving credentials, and fitness to participate under the CPA and applicable privacy laws.

3.3 Acceptance to the Event is at the sole discretion of the Organiser, and entry may be denied or revoked for non-compliance with any legal or safety requirement.

#### **4. Booking, Payment, Cancellations, and Refunds**

4.1 Bookings are binding contracts under the Electronic Communications and Transactions Act, 2002, and are confirmed upon receipt of payment or deposit as prescribed.

4.2 Payment methods and deadlines are communicated to the Participant and must conform to the Organiser's financial controls and anti-money laundering obligations.

4.3 Cancellations must be submitted in writing. Refunds are governed by the CPA and the following structure:

- Cancellation more than 30 days prior: 75% refund.
- Cancellation 15–30 days prior: 50% refund.
- Cancellation less than 15 days prior: no refund.

4.4 The Organiser may cancel or amend bookings; in the event of cancellation by the Organiser, a full refund is provided, subject to statutory exceptions.

#### **5. Driver Responsibilities and Conduct**

5.1 Participants must comply with all convoy instructions, local and national road regulations, and directives issued by the Organiser.

5.2 Reckless, negligent, or unlawful conduct, as defined by South African law, may result in immediate removal from the Event with forfeiture of all fees.

5.3 All Participants must respect local customs, applicable statutes, and environmental laws.

#### **6. Vehicle Requirements, Condition, and Liability**

6.1 Vehicles must comply with the Road Traffic Act and be suitably insured under South African law, with cover for cross-border travel and high-altitude conditions.

6.2 The Participant is responsible for the safe and legal operation and maintenance of their vehicle; the Organiser disclaims any liability for mechanical failures.

6.3 Damages to third-party property, people, or vehicles are the Participant's sole responsibility, subject to the law of delict and insurance obligations.

#### **7. Assumption of Risk and Indemnities**

7.1 Participation entails inherent risks (including but not limited to high-altitude exposure, adverse road conditions, cross-border travel); Participants expressly assume such risks to the extent permitted by law.

7.2 Participants indemnify and hold harmless the Organiser from any claims, losses, injuries, or damages, except where liability arises from wilful misconduct or gross negligence as defined under South African law.

7.3 All indemnities are limited by statutory rights under the CPA.

## **8. Insurance Requirements and Limitations of Liability**

8.1 It is mandatory for all Participants to arrange comprehensive motor vehicle insurance (including cross-border cover) and personal accident cover, in compliance with the Short-term Insurance Act, 1998.

8.2 The Organiser's liability is limited to the direct services provided under the event contract and will not extend to indirect, consequential, or punitive damages under the law.

8.3 Each Participant is responsible for verifying and maintaining the adequacy of their insurance policies.

## **9. Cross-Border Requirements**

9.1 Participants must possess valid passports, visas (if applicable), and vehicle documentation for lawful entry into Lesotho, as required by South African and Lesotho border authorities.

9.2 Compliance with all customs, immigration, and local laws is strictly required. The Organiser shall not be liable for loss, delay, or costs associated with border crossings or customs procedures.

9.3 Any duties, fees, or penalties levied by border authorities are the sole responsibility of the Participant.

## **10. Force Majeure and Event Amendments**

10.1 The Organiser reserves the right to amend, postpone, or cancel the Event due to circumstances beyond its control, including *force majeure* as recognised under South African law (e.g., natural disasters, governmental action, civil unrest).

10.2 In such cases, the Organiser will endeavour to provide alternative arrangements or refunds in accordance with the CPA and the event contract.

10.3 The Organiser is not liable for consequential losses caused by force majeure events.

## **11. Media Consent**

11.1 By entering the Event, Participants grant the Organiser permission to capture and use photographic images, video footage, and testimonials for commercial, marketing, and promotional purposes, in accordance with the Protection of Personal Information Act, 2013 ("POPIA").

11.2 The Organiser retains all rights to such media and Participants waive any claims to compensation or rights of approval, subject to statutory privacy rights.

## **12. Additional Protections and Disclaimers**

12.1 The Organiser reserves the right to refuse participation or remove any Participant who poses a safety risk or breaches the contract, subject to the CPA.

12.2 Participants must provide truthful and complete information; misrepresentation or fraud will result in termination of participation and forfeiture of fees, subject to the law of contract and the CPA.

12.3 The Organiser disclaims liability for delays, disruptions, or loss of services resulting from circumstances outside its reasonable control.

### 13. Governing Law and Jurisdiction

13.1 These Terms and Conditions and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the Republic of South Africa.

13.2 All claims or disputes shall be subject to the exclusive jurisdiction of the courts of South Africa.

**By registering for the Torque Tour: Roof of Africa, each Participant acknowledges and accepts these Terms and Conditions as legally binding and waives any right to challenge their validity except as provided by South African law.**

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Participant

Full Name & Surname: _____
Identity Number: _____
Contact Number: _____
Email Address: _____

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Organiser  
Duly Authorised Hereto