

## **Source Sportswear – Terms and Conditions**

Effective Date: 24 July 2025

Last Updated: 24 July 2025

### **1. Definitions and Interpretation**

1.1 In these Terms and Conditions, unless the context indicates otherwise:

“Account” means the registered online account created by a User to access and use the Services.

“AFSA” means the Arbitration Foundation of Southern Africa NPC.

“Authority” means any regulator or competent authority with jurisdiction, including a court of competent jurisdiction or the National Consumer Commission.

“Business Day” means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.

“CPA” means the Consumer Protection Act, 68 of 2008, as amended from time to time.

“Delivery Address” means the physical address designated by the User for delivery of Products.

“Delivery Window” means the estimated period for delivery, being 5–10 Business Days.

“ECTA” means the Electronic Communications and Transactions Act, 25 of 2002, as amended from time to time.

“Force Majeure Event” means an event beyond the reasonable control of Source Sportswear, including acts of God, natural disasters, strikes, war, civil unrest, acts of terrorism, epidemics or pandemics, government restrictions, failure of utilities or communications, or disruption in transport or supply chains.

“Intellectual Property or IP” means all trade marks, logos, service marks, domain names, designs, copyrights (including in the Website), trade secrets, know-how and other proprietary rights owned or controlled by Source Sportswear.

“NCC” means the National Consumer Commission established under the CPA.

“Order” means an order placed by a User for the purchase of Products through the Website.

“POPIA” means the Protection of Personal Information Act, 4 of 2013, as amended.

“Privacy Policy” means the privacy policy published on the Website from time to time.

“Products” means sportswear, apparel, footwear, accessories, and other goods offered for sale by Source Sportswear.

“Services” means the online shopping, ordering, payment, delivery, and related services provided through the Website.

“Store Voucher” means a non-transferable credit issued by Source Sportswear redeemable against future purchases within the validity period.

“User / you / your” means any natural or juristic person who accesses, browses, or uses the Website or Services.

“Website” means the Source Sportswear e-commerce platform accessible at [www.sourcesportswear.com](http://www.sourcesportswear.com).

## 1.2 Interpretation Rules

- Headings are for convenience only and do not affect interpretation.
- Words in the singular include the plural and vice versa.
- References to “including” or “includes” are without limitation.
- References to any statute include its regulations, amendments, re-enactments and subordinate legislation.
- If there is any conflict between these Terms and mandatory provisions of the CPA, ECTA or POPIA, the mandatory statutory provisions prevail.

## 2. Acceptance of Terms

2.1 By using the Website, creating an Account, placing an Order, or otherwise accessing the Services, you agree to be bound by these Terms and the Privacy Policy.

2.2 You warrant that you are at least 18 years old and have full legal capacity. If you are under 18, you may only use the Services with the consent and supervision of a parent or legal guardian, who is deemed to have accepted these Terms on your behalf.

2.3 Acceptance of these Terms is confirmed through an affirmative action (click-wrap consent) when registering an Account or placing an Order.

## 3. About Source Sportswear

3.1 Source Sportswear offers Products for retail sale via the Website to customers in South Africa.

3.2 We may update, modify or discontinue any Product or Service at our discretion, subject to applicable law and any Orders already accepted.

## 4. Orders, Pricing and Payment

4.1 Orders are offers to purchase and are subject to acceptance by Source Sportswear. An acknowledgement of receipt does not constitute acceptance.

4.2 Orders may be declined or cancelled where stock is unavailable, where there is an obvious error in price or description, where fraud is suspected, or where a User is in breach of these Terms.

4.3 All prices are in South African Rand (ZAR) and include VAT, unless otherwise stated. We reserve the right to correct obvious errors or omissions in pricing or descriptions.

4.4 Accepted payment methods are those displayed at checkout. You warrant that you are authorised to use the selected payment method.

4.5 Payments processed by third-party providers are subject to their terms. Source Sportswear is not liable for their acts or omissions, except to the extent required by law.

4.6 Title to Products passes only upon full payment being received in cleared funds. Risk passes on delivery in accordance with clause 5.

4.7 You may not withhold or set off any payment against amounts owed to us. We may set off any amounts you owe against sums we owe to you.

## **5. Delivery, Returns and Exchanges**

### **5.1 Delivery Timeline and Risk**

Delivery takes between 5–10 Business Days, depending on location and courier availability. Delivery timelines are estimates only and not guaranteed.

Risk of loss or damage passes to you upon delivery at the Delivery Address. If you or your nominee are not available at delivery, risk passes when the courier reasonably attempts delivery at the Delivery Address.

### **5.2 Initiating a Return or Exchange**

To start a return or exchange, email [info@sourcesportswear.com](mailto:info@sourcesportswear.com) within 7 Business Days of receiving your order. We will provide instructions and a return reference. Returns without a return reference may be rejected.

### **5.3 Exchanges (Incorrect Size)**

Products may be exchanged for a different size when returned in their original, unworn condition, with tags and packaging intact. Exchanges are subject to stock availability. If the requested size is unavailable, a Store Voucher will be issued in terms of clause 5.5.

### **5.4 Reasons Not Accepted**

Exchanges for colour or general product dissatisfaction are not accepted.

### **5.5 Non-Returnable Items and Condition Standards**

- Products showing any signs of wear;
- Products that smell of smoke or body odour;
- Products damaged in the wash (laundering damage is not our liability);
- Products returned in poor condition (removed from packaging, crumpled, or dishevelled).

### **5.6 Settlement by Exchange or Store Voucher (No Cash Refunds)**

Returns are settled only by exchange for the correct size or by issuing a Store Voucher valid for 12 months from date of issue. Store Vouchers are non-transferable and not redeemable for cash.

#### 5.7 Statutory Rights Preserved; Cash Refunds Only if Required by an Authority

Nothing in these Terms limits your statutory rights under the CPA or ECTA. Where a cash refund is legally required by a relevant Authority (including a court of competent jurisdiction or the NCC), we will process such refund in the manner and within the timeline required by law. Absent such legal requirement, no cash refunds are offered.

#### 5.8 Return Logistics and Costs

Unless the Product is defective or incorrect, you are responsible for the costs of returning items to us. We may provide a prepaid label and deduct the courier cost from the value of the Store Voucher.

### **6. Product Information and Availability**

6.1 We take reasonable care to ensure that Product descriptions, images and specifications are accurate. Minor variations may occur, and colour rendering may differ due to device display settings.

6.2 All Products are subject to availability. We reserve the right to discontinue or withdraw Products without notice.

### **7. Intellectual Property**

7.1 All IP in the Website, its content and the Products is owned by or licensed to Source Sportswear.

7.2 You are granted a limited, non-exclusive, revocable licence to access and use the Website for personal, non-commercial use only.

7.3 You may not reproduce, distribute, modify, reverse-engineer, scrape, frame, or otherwise exploit any part of the Website or its content without our prior written consent.

### **8. User Conduct and Indemnity**

8.1 You must not use the Website for unlawful, harmful or fraudulent activity, disrupt its functionality or security, impersonate another person, upload unlawful or infringing content, or attempt unauthorised access.

8.2 You indemnify and hold harmless Source Sportswear, its directors, employees and agents against any claims, losses, damages, liabilities, costs or expenses arising from your breach of these Terms or misuse of the Website.

### **9. Account Registration and Security**

9.1 Registration may be required to access certain Services. You are responsible for safeguarding your credentials and for all activities under your Account.

9.2 We may suspend or terminate Accounts where we suspect fraud, misuse or breach of these Terms.

9.3 We are not liable for unauthorised access resulting from your failure to maintain the confidentiality of your credentials.

## **10. Privacy and Data Protection**

10.1 We process personal information in accordance with POPIA. Our Privacy Policy explains the purposes of processing, lawful bases, retention periods, and your rights (access, correction, deletion, objection).

10.2 By using the Website, you consent (where required) to processing as described in the Privacy Policy and to receiving direct marketing only where you have provided the necessary consent.

## **11. Warranties and Disclaimers**

11.1 We warrant that Products will substantially conform to their description and be free from defects under normal use.

11.2 Except as required under the CPA, all other warranties (express or implied) are excluded, including implied warranties of merchantability and fitness for a particular purpose.

## **12. Limitation of Liability**

12.1 To the fullest extent permitted by law, we are not liable for indirect, consequential, incidental, punitive or special damages, including loss of profit, goodwill, data or business interruption.

12.2 Our total aggregate liability for any claim is limited to the lesser of (a) the amount paid for the Product giving rise to the claim, or (b) R50,000.

12.3 Nothing in these Terms excludes or limits liability for death, personal injury, fraud or gross negligence.

## **13. Promotions, Vouchers and Marketing**

13.1 Promotions, discounts and vouchers are subject to availability and may be withdrawn or varied without notice.

13.2 Store Vouchers issued in terms of clause 5.6 are valid for 12 months unless otherwise stated. Vouchers are single-use, non-transferable and cannot be exchanged for cash.

13.3 Direct marketing will only be sent with your explicit consent, and you may opt out at any time.

## **14. Termination and Suspension**

14.1 We may suspend or terminate your Account immediately if you breach these Terms, commit fraud or unlawful conduct, or if we are required to do so by law.

14.2 On termination, clauses relating to Intellectual Property, Privacy, Limitation of Liability, User Indemnity, Governing Law, Dispute Resolution, and Notices survive.

## **15. Changes to these Terms**

15.1 We may update these Terms from time to time. Material changes will be notified via the Website and/or by email to registered Users.

15.2 If you do not agree with the updated Terms, you should cease using the Services and may request closure of your Account. Continued use after the effective date constitutes acceptance of the updated Terms.

## **16. Governing Law and Dispute Resolution**

16.1 These Terms are governed by the laws of the Republic of South Africa.

16.2 Any dispute must first be addressed through good faith negotiations between the parties for a period of 20 Business Days.

16.3 Failing resolution, the dispute will be referred to confidential mediation. If still unresolved, it will be referred to final and binding arbitration in Johannesburg under the AFSA Rules before a single arbitrator with at least 10 years' post-admission experience.

16.4 Nothing prevents a party from seeking urgent interim relief from a court of competent jurisdiction.

## **17. General Provisions**

17.1 Force Majeure: Neither party is liable for failure to perform due to a Force Majeure Event. Performance is suspended for the duration of the event.

17.2 Severability: If any provision is invalid or unenforceable, the remaining provisions remain in full force.

17.3 No Waiver: Failure or delay to enforce any right does not constitute a waiver of that right.

17.4 Assignment: You may not cede or assign your rights or obligations without our prior written consent. We may assign or transfer our rights and obligations without restriction, subject to law.

17.5 Relationship: Nothing in these Terms creates a partnership, joint venture, employment or agency relationship between the parties.

17.6 Notices and Electronic Communications: Notices may be delivered by email to the address you provide or by posting on the Website and are deemed received within 24 hours of transmission, unless proven otherwise.

17.7 Entire Agreement: These Terms together with the Privacy Policy constitute the entire agreement between us and you regarding the Services and supersede all prior communications and understandings.

17.8 Authority to Bind: You warrant that you have authority to enter into these Terms and to place any Orders.

## **18. Contact Us**

For assistance or inquiries, please contact us:

- Email: [info@sourcesportswear.com](mailto:info@sourcesportswear.com)
- Inquiry Category (online form): My Order
- Address: 1154 Augrabies Boulevard Falls, Waterfall Country Estate, Midrand, South Africa