

Terms + Conditions

By registering for an Unlimited Pass and accessing BounceInc Cornubia Mall you are accepting these Terms and agree that they are binding on you in their entirety. If you do not accept these Terms you may not access BounceInc Cornubia Mall.

What is an Unlimited Pass:

An Unlimited Pass allows the Unlimited Pass customer ("Customer") to access BounceInc Cornubia Mall during normal retail hours at any time, subject to certain conditions (set out below). When you purchase an Unlimited Pass you will receive a unique band (called a "Fundi Band"), a registration card ("Registration Card"), a pair of socks, an information pack with details about participating vendors, our detailed T&C's, and a registration form that must be completed and signed.

Registration:

The registration form must be completed, signed and returned to us before your Unlimited Pass will be activated. By signing the registration form you warrant that you are over the age of 18 or alternatively have the express consent of your parent/guardian to do so. Each Customer's details will then be registered onto the Fundi App and a photo will be taken by BounceInc in order to link the Fundi Band to them personally. In addition to the Fundi Band, each Customer will receive a Registration Card that contains your parent/guardian's name (where applicable) and ID number as well as your name and birth date so that we (and our Partners) are able to easily identify to whom the Registration Card belongs.

Cost:

Single Unlimited Pass – R899 per pass including VAT. Early Bird registrations (for the first 500 Unlimited Passes sold) will cost R699 per pass including VAT.

Family Unlimited Pass – R2 699 including VAT for a family of 4. Early bird registrations (for the first 500 Family Unlimited Passes will sell for R2 199 including VAT). The Family Pass comprises up to 4 family members. Should the family have more than 4 immediate family members each additional family member will be added at an additional cost of R599 per member. **Please note:** the Family Unlimited Pass is only valid for a maximum of 6 persons. The persons need to be immediate family (spouses, biological and adopted children) and not extended family members (uncles, aunts, cousins, etc.). Identification of family dependents will be required upon registration to the satisfaction (and in the sole discretion) of Bounce Inc before a Family Unlimited Pass may be purchased.

Validity: The Unlimited Pass will be available to purchase instore from BounceInc Cornubia Mall from 1 September 2019 and each pass will be valid for a period of 12 months from the date of purchase.

Additional Benefits: Customers may also be entitled to certain additional benefits from time to time, including discounts and value offers made by collaboration partners ("Partners") who are also tenants at the Cornubia Mall. Please note that these additional benefits are subject to availability and are subject to any terms and conditions of the Partners. Please note that the Partners are independent third parties and we accept no liability on their behalf in any manner whatsoever, including for the non-performance of any benefit.

Conditions of Use:

The Unlimited Pass is only valid at BounceInc Cornubia Mall in KZN and cannot be used anywhere else. No booking may be made via the booking system. Customers will only be served on a walk-in basis and subject to availability. You will only be granted access to BounceInc Cornubia Mall on presentation of the Fundi Band – NO BAND NO ACCESS. If band is lost then a replacement band can be repurchased at a cost of R30 from reception. You will not be able to obtain any of the additional benefits offered by our Partners exclusively to Customers without presenting your Fundi Band or a Registration Card. Once access has been granted each Customer will only be entitled to a maximum of 2 consecutive hours access. At the end of the 2 hours you will need to go back to reception in order to extend your access further.

The maximum allowable daily access to the premises will be no more than 3 hours (consecutive) and 4 hours (non-consecutive). Our standard terms and conditions and privacy policy will continue to apply to all Customers. The Unlimited Pass is non-transferrable. Allowing any other person to use your Fundi Band for any reason (including to gain access to BounceInc or any benefit offered by one of our Partners) will result in immediate termination of your Unlimited Pass membership without any refund. No refunds will be granted. The Unlimited Pass will allow General Access to BounceInc Cornubia Mall. The Unlimited Pass cannot be used in conjunction with any other specials, events or programs and also excludes any parties. A Customer must produce his/her Fundi Band or Registration Card upon entry at check-in before their session will begin. Any Customer who does not have their valid Fundi Band /Registration Card on hand will be required to purchase a re-issued Fundi Band or Registration Card at the then current re-issue fee in order to access their session. Without a valid Fundi Band / Registration Card you will not be granted access to the venue.

Lost Unlimited Pass:

If you lose your Fundi Band or Registration Card, you must immediately notify BounceInc by telephone on 031 091 0999, and confirm in writing, via email unlimitedpass@bounceinc.co.za all details of the lost Fundi Band.

Termination:

We are entitled to terminate any Unlimited Pass immediately without notice in the event that any person attempts to use (or uses) a Fundi Band / Registration Card that is not registered to that person at BounceInc or any Partner.

We shall be entitled to terminate an Unlimited Pass immediately without notice if the Customer:

Fails to comply with the Terms; Fails to renew the Unlimited Pass timeously; Allows any other person to use his/her Fundi Band/Registration Card for any reason whatsoever; Breaches any of the warranties; or Behaves in manner that jeopardises the safety of other Bounce customers or otherwise fails to comply with the instructions of any Bounce staff.

In the event of termination for any reason whatsoever you will not be entitled to a refund and BounceInc will have no liability to you in any manner whatsoever.

Warranties:

You warrant that: The information, statements and particulars provided to us (including in your registration documentation) are truthful, honest, complete and accurate in all respects and we may rely upon the truth and accuracy of the information provided by you; You will at all times comply with these Terms (including our standard terms); You will not permit any person (other than yourself) to use your Fundi Band or Registration Card.

Conflict:

In the event of a conflict between these terms and the standard terms and conditions and privacy policy, the standard terms and conditions and privacy policy will have preference.

ONLINE PRIVACY POLICY

Our standard privacy policy applies.

All registration information will be subject to the legal requirements such as the Protection of Personal Information Act 4 of 2013. The information will be utilized for identification purposes for both us and our Partners and we will request permission for marketing information. BounceInc retains the right to request further identification should we believe the Fundi Band has been fraudulently utilised by any person.

We may also be required to share personal information with our Partners in order to verify your identity and our Partners may share with us any discounts or other benefits provided to you. This information includes your full names and photograph.

Consent:

You hereby consent to our use and storage of your personal information for the purpose indicated above.

GENERAL

Notice:

Any notices shall be sent to you by way of email to info@bounceinc.co.za. You agree that we shall use the email address provided by you as your address to receive all information, notices, documents and legal process. You also agree that electronic communications (including email) shall be considered to be "in writing".

Place and time of Agreement:

These Terms shall be deemed to have been entered into in Johannesburg at the time of your Registration.

Jurisdiction and Choice of Law:

These Terms will be exclusively governed by and construed in accordance with the laws of South Africa. You consent and submit to the non-exclusive jurisdiction of the High Court of South Africa Gauteng Local Division, Johannesburg in any dispute arising from or in connection with these Terms.

Severability:

Notwithstanding that any provisions of these Terms be illegal or unenforceable, the remaining provisions of this agreement shall continue to be of full force and effect.

Own risk:

You use the BounceInc facilities at your own risk, and we make no warranties about it.

Indemnity:

You indemnify and hold us harmless against any liability related to your access and/or use of the BounceInc venue and facilities. Our total liability to you for any and all claims related to these Terms and your use of any of our facilities or that of our Partners is capped to a maximum amount of R 10. We will never be responsible for any indirect, special or consequential damages.

Changes:

We may change these Terms from time to time. If we do, any changes will be effective immediately and we will take reasonable steps to let you know about any changes, either by a notice on the BounceInc website or by sending you an email or sms. If you continue to access a BounceInc venue after a change, that means you accept the new Terms.

Electronic Communications:

You consent to receive communications from us electronically, which will allow us to communicate with you via e-mail or by posting notices on the BounceInc website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically, satisfy any and all legal requirement that such communications be in writing.

Disclosures required in terms of section 43 of the Electronic Communications and Transactions Act 25 of 2002:

Full name: BounceInc (Proprietary) Limited

Physical address and address for receipt of service: Shop 2 Waterfall Lifestyle Centre, Corner of Woodmead and Maxwell drive, Jukskei Ext 5, Gauteng, 1682

Telephone no: 031 091 0999

Website address: www.bounceinc.co.za

Email address: enquiries@bounceinc.co.za

Registration number: 2006/038310/07

Country of incorporation: South Africa

BOUNCEINC
FREE SPIRITS UNLEASHED