

Updated: 12th June 2025

PLEASE READ THIS DOCUMENT CAREFULLY. By booking or participating in a sport retreat with Good Morning Club (Pty) Ltd, you agree to the following Terms and Conditions, which form a binding agreement between you and Good Morning Club (Pty) Ltd. If you do not agree with these Terms and Conditions, please do not proceed with the booking. Participants under 18 years of age must have a parent or legal guardian read and accept these terms on their behalf.

1. Definitions

For the purposes of this Agreement, the following definitions apply:

- “Participants” (also referred to as « you » or « client ») means the individuals booking and/or attending the Retreat organized by GMC.
- “GMC” (also referred to as « we » or « us ») means Good Morning Club (Pty) Ltd, a company registered in South Africa, including its officers, employees, agents, and authorized representatives.
- “Retreat” means the sports retreat organized by GMC, including all associated accommodations, activities, excursions, and services offered to Participants as part of the retreat package.

2. Scope of Services

GMC specializes in organizing sport retreats in South Africa for international travelers. The Retreat typically involves a multi-day program in and around Cape Town (or other locations within South Africa as specified in the retreat itinerary) focused on sports, wellness, and cultural experiences. GMC’s responsibilities include:

- Planning and coordinating the retreat itinerary (sports activities, local excursions, cultural experiences, etc.).
- Arranging accommodations and daily breakfast for the duration of the Retreat.
- Providing on-site staff or guides to facilitate activities and assist Participants during the Retreat.
- Serving as the point of contact for Participants for information and assistance related to the Retreat.

Note: GMC is not a travel agent or transportation carrier. Our services are limited to organizing the Retreat itself. Participants are responsible for making their own travel arrangements to and from the designated starting and ending location of the Retreat (e.g., Cape Town), unless otherwise explicitly stated in writing.

3. Cost & Accommodation

Each Retreat has a set Retreat Fee, which will be communicated to you at the time of booking. Unless otherwise stated in the specific retreat description provided by GMC, the Retreat Fee includes the following:

- Accommodation: Lodging for the duration of the Retreat (the type of accommodation will be specified in the retreat details, e.g., shared rooms, hotels, guesthouses, etc.).
- Meals: Daily breakfast is included. Some retreats may include additional meals or refreshments as specified in the itinerary or package description.
- Planned Activities: The sports activities, classes, workshops, and excursions outlined in the official retreat itinerary (e.g., guided hikes, training sessions, cultural tours, etc.), including necessary equipment or gear for those activities (unless expressly stated that Participants should bring their own gear for certain activities).

The Retreat Fee excludes:

- Transportation to the Retreat location: Participants are responsible for arranging and paying for their own transportation to and from Cape Town (or other specified meeting point). This includes international or domestic airfare, airport transfers, and any other travel costs needed to arrive at the Retreat starting location.
- Meals not specified: Lunches, dinners, and any snacks or beverages outside of the included breakfasts (and any other included meals explicitly stated) are the Participant's responsibility. Participants are free to explore local restaurants at their own expense.
- Travel and Medical Insurance: As detailed in Section 8 (Risks & Liability), travel insurance is not included in the Retreat Fee and is the sole responsibility of the Participant (though highly recommended and in many cases deemed essential).
- Incidental Expenses: Any personal expenses or purchases (such as laundry, room service, personal shopping, minibar charges, etc.) and any additional activities or excursions undertaken by the Participant outside the official retreat itinerary.
- Travel Insurance Recommendation: GMC highly recommends that Participants obtain comprehensive travel insurance before attending the Retreat. Such insurance should cover medical expenses, emergency evacuation/repatriation, trip cancellation or curtailment, personal liability, and loss of luggage or personal property. (See Section 8 for more on insurance and liability.)

4. Booking & Deposits

Booking Process: To book a spot in a Retreat, you must complete the registration process as instructed by GMC. This may be done directly through GMC (via our website, email communication, or a booking form provided), or through an authorized partner's website such as Decathlon Travel. Upon registration, whether through GMC or a partner, you will be provided with details on availability and the total Retreat Fee due, including any required deposit to secure your booking.

Deposit: A deposit is required to secure your spot in the Retreat. The amount of the deposit and the deadline for payment will be communicated either by GMC or, where applicable, by the partner platform through which you book (e.g., Decathlon Travel). Your booking is not confirmed until the required deposit is received via the booking channel you used. Payment instructions (bank transfer details, online payment system, or other methods) will be provided upon your booking request. All deposits should be paid in the currency specified (e.g., South African Rand or US Dollars, as indicated by GMC or the partner).

Balance Payment: The remaining balance of the Retreat Fee (after the deposit) must be paid in full by the deadline specified by GMC or, where applicable, the partner platform through which you booked. Typically, full payment may be due a certain number of days before the Retreat start date (e.g., 60 or 90 days prior to arrival, depending on the retreat). You will be informed of the final payment due date at the time of booking confirmation. It is your responsibility to ensure timely payment of all amounts due. Failure to pay the remaining balance by the due date may result in cancellation of your booking and forfeiture of your deposit (see Cancellation Policy).

Confirmation: Once the deposit (or full payment, if booking close to the Retreat date) is received via your selected booking channel, GMC will issue (or confirm) a booking confirmation by email. This confirmation will include important details such as dates, inclusions, what to bring, and any additional forms or waivers that may need to be completed.

Payment Methods: GMC and its authorized partners will provide acceptable payment methods (e.g., bank transfer, online payment link, credit card). Any transfer fees or charges from your chosen payment method are your responsibility. GMC will consider the amount received net of any bank charges as the amount paid.

5. Cancellation Policy (Participant Cancellations)

We understand that unforeseen circumstances may arise that require you to cancel your participation. The following cancellation policy applies to all Participants. All cancellation requests must be submitted in writing (by email to GMC at the contact email provided in Section 14). The date of GMC's receipt of your written cancellation request will determine the applicable cancellation fees.

- **30 days or more before the Retreat start date:** No cancellation fee. GMC will provide a full refund of any payments made (including the deposit).
- **Fewer than 30 days before the Retreat start date:** 100% of the total Retreat Fee will be charged as a cancellation fee. No refund will be provided (the entire Retreat Fee is forfeited).

Important: If you anticipate needing to cancel, we encourage you to inform GMC as early as possible. Travel insurance that covers trip cancellation is highly recommended to recover costs in case you need to cancel under circumstances that might be covered by insurance (e.g., certain illnesses, family emergencies, etc.).

No Show or Early Departure: If you do not show up for the Retreat or if you leave the Retreat early for any reason, no refund or partial refund will be given for the unused portion

of the Retreat. Similarly, if you arrive late to the Retreat, you will not be entitled to any refund for days or activities missed.

6. Minimum Participants & Cancellations by GMC

GMC organizes each Retreat with a minimum number of Participants in mind to ensure a fulfilling experience and the viability of the event. Therefore, GMC reserves the right to cancel a Retreat if the required minimum number of Participants is not met, or in any other circumstances where proceeding with the Retreat is not feasible (such as unforeseen safety issues, natural disasters, or other significant problems).

Minimum Participation Requirement: Each Retreat may have a minimum Participant requirement (for example, a Retreat might require at least X Participants to proceed). Until this minimum number is reached, the Retreat is not confirmed. GMC will inform all Participants when the required minimum has been reached and the Retreat is confirmed. Prior to this confirmation, Participants should be aware that the Retreat remains subject to potential cancellation.

Cancellation by GMC (Insufficient Participation or Other Reasons): If the number of confirmed bookings is below the required minimum by the cutoff date determined by GMC, or if other circumstances arise that make proceeding with the Retreat impossible or impractical, GMC may cancel the Retreat. In the event of cancellation, GMC will notify Participants as soon as reasonably possible under the circumstances.

Participant Options in Case of GMC Cancellation: If GMC cancels the Retreat, Participants will have the following options:

- **Full Refund:** You may choose to receive a full refund of all payments you made to GMC for the Retreat (including your deposit). Refunds will be processed as promptly as possible, typically within 14 days of the cancellation notice, back to the original form of payment unless otherwise arranged.
- **Alternative Arrangement:** Where feasible, GMC may offer to transfer your booking to a similar Retreat or a rescheduled date. You may choose to accept the transfer in lieu of a refund. If the alternative Retreat has a higher fee, you would be responsible for paying the difference; if it has a lower fee, you would be refunded the difference. You are not obligated to accept an alternative, and in all cases you have the right to instead take the full refund.
- **No Further Liability:** If GMC cancels a Retreat, the refund of payments you have made to us shall constitute full and final settlement. GMC will not be responsible for any additional compensation, damages, or losses incurred, such as non-refundable airline tickets, visa expenses, vaccination costs, gear/equipment purchases, or any other expenses you may have incurred in preparation for the Retreat. This is another reason why travel insurance is strongly advised, as it may cover such losses in certain cases.

Force Majeure: In addition to insufficient participation, GMC may cancel or modify a Retreat due to force majeure events – i.e., unusual or unforeseen circumstances beyond the reasonable control of GMC – including but not limited to: acts of God, war, civil unrest, strikes or labor disputes, natural disasters, epidemic or pandemic outbreaks, government travel advisories or restrictions, or any other similar events. In such situations, GMC will try to offer either rescheduling, alternative arrangements, or refunds as appropriate, depending on the specific circumstances and feasibility.

7. Program Changes

GMC is committed to delivering the Retreat as described in our promotional materials and itineraries. However, the nature of travel and adventure activities means that schedules and plans may occasionally need to be adjusted. GMC reserves the right to make changes to the Retreat program or itinerary if, in our judgment, it becomes necessary to ensure the safety, comfort, or overall experience of Participants.

Circumstances that might lead to changes include (but are not limited to) weather or ocean conditions, trail or park closures, availability issues, safety concerns, instructor or guide illness, or other logistical issues beyond GMC's control. Examples of program changes could be altering the timing or location of a planned activity, substituting an alternative activity, changing accommodations, or rerouting a scheduled excursion.

Notification of Changes: If any significant changes are made to the itinerary or program before the Retreat start date (for example, a change of location or a replacement of a core activity), GMC will inform you in writing (via email) as soon as reasonably possible. If a major component of the Retreat must be changed or becomes unavailable, GMC will endeavor to substitute a comparable alternative.

During the Retreat: Sometimes changes may need to occur during the Retreat itself (for instance, sudden weather changes might require delaying or canceling a particular outdoor activity). GMC staff will communicate any changes to the Participants as quickly as possible and will arrange alternatives that are as equivalent in content and value as practicable. Participants are expected to cooperate and understand that such adjustments are for their safety or comfort.

By agreeing to these Terms, you acknowledge and accept the possibility of reasonable changes and understand that such adjustments may be necessary for the successful execution of the Retreat.

8. Risks & Liability Disclaimer

8.1 Acknowledgment of Inherent Risks

By participating in the Retreat, Participants acknowledge and accept that the activities involved (which may include, but are not limited to, hiking, running, cycling, swimming, fitness classes, outdoor adventure sports, and travel in outdoor or wilderness areas) carry inherent risks. These risks may include personal injury, accidents, illness (e.g. falls, muscle injuries, dehydration, altitude sickness, animal bites), permanent disability, death, property

damage or loss, and other physical or mental harms. Participants further acknowledge that access to medical facilities or care may not be readily available during certain parts of the Retreat, particularly when engaging in activities in remote or rural locations.

8.2 Personal Responsibility

Participants agree that participation in the Retreat and its activities is entirely voluntary and undertaken at their own risk. It is the responsibility of each Participant to assess their own health and fitness prior to participation and to ensure they are medically and physically capable of participating in Retreat activities. GMC strongly recommends that Participants consult with a medical professional prior to the Retreat if they have any health concerns or pre-existing medical conditions that could be impacted by exercise, changes in diet, or travel. Participants are required to inform GMC of any relevant medical conditions, dietary requirements, or restrictions prior to the Retreat to allow for appropriate planning where possible.

8.3 Release of Liability

To the fullest extent permitted by law, Participants (and their heirs, personal representatives, or assigns) hereby release and hold harmless GMC, including its directors, officers, employees, instructors, guides, agents, affiliates, and partners, from any and all liability for any injuries, losses, damages, claims, or expenses arising out of or in connection with participation in the Retreat. This includes, but is not limited to, liability arising from acts, omissions, or negligence (to the extent permitted by law) of GMC or of any third-party service providers or contractors engaged to deliver Retreat activities (such as transportation companies, accommodation providers, local guides, or instructors).

Specifically, GMC shall not be liable for:

- Any injury, illness, or death of any Participant.
- Any damage to or loss of property (including but not limited to luggage, electronics, or personal items).
- Any delays, disruptions, or changes to the Retreat itinerary caused by circumstances beyond GMC's control (including but not limited to flight delays, strikes, weather events, natural disasters).
- Any consequential or indirect damages, including but not limited to loss of enjoyment or disappointment.

8.4 Indemnification

Participants agree to indemnify and hold harmless GMC from and against any third-party claims, liabilities, damages, or expenses (including reasonable legal fees) arising out of or related to their actions or omissions during the Retreat, including any breach of these Terms or any negligent or wilfully harmful acts committed by the Participant.

8.5 Travel Insurance Requirement

GMC does not provide travel or medical insurance for Participants. As a condition of booking, Participants are required to obtain their own comprehensive travel insurance

covering the entire duration of the Retreat and any associated travel days. The insurance policy must, at a minimum, include cover for:

- Medical expenses and emergency medical evacuation (including air evacuation and repatriation to the Participant's home country).
- Trip cancellation, interruption, or curtailment (including Participant-initiated cancellations due to illness or emergency, or cancellation of the Retreat due to unforeseen circumstances).
- Personal accident and personal liability.
- Loss, damage, or theft of personal belongings (including baggage delay or loss).

GMC strongly recommends that Participants ensure their insurance coverage is adequate for potential risks, especially considering that medical evacuation from South Africa can be costly. Participants are solely responsible for understanding their insurance policy and for submitting any claims directly to their insurer. GMC will not verify Participants' insurance coverage; by attending the Retreat, Participants confirm they have secured adequate insurance. Participants who choose to attend the Retreat without appropriate insurance coverage do so entirely at their own risk and acknowledge that GMC shall not be liable for any resulting consequences.

8.6 Medical Treatment & Emergencies

In the event a Participant requires medical attention during the Retreat, GMC will assist in obtaining appropriate care. However, all associated medical costs are the responsibility of the Participant. Participants further authorise GMC to obtain emergency medical treatment on their behalf if deemed necessary for their safety or well-being, with all associated costs payable by the Participant. GMC shall not be liable for the outcome of any such medical treatment, except in cases of gross negligence. GMC recommends that Participants carry a copy of their insurance details and emergency contact information at all times during the Retreat.

8.7 Force Majeure – Limitations of Liability

GMC shall not be held in breach of these Terms, nor liable for any injury, loss, or damage arising from any failure or delay in performing its obligations where such failure or delay is caused by events beyond GMC's reasonable control. Such force majeure events may include, but are not limited to, natural disasters, adverse weather conditions, epidemics or pandemics, acts of government or regulatory authorities (such as travel bans or restrictions), strikes, riots, wars, or any other similar events.

8.8 Summary

By agreeing to these Terms and participating in the Retreat, Participants acknowledge and accept the risks involved and agree not to hold GMC liable for any injury, loss, or damage that may occur. Participants further confirm their responsibility for securing appropriate insurance to protect against such risks.

9. Data Protection & POPIA Compliance

GMC is committed to protecting Participants' personal information and privacy in compliance with the South African Protection of Personal Information Act, 4 of 2013 (POPIA) and other applicable data protection laws.

Collection and Use of Personal Data: When you book a Retreat with GMC, we will collect certain personal information from you. This may include your full name, contact information (phone number, email, physical address), date of birth, passport or ID information (if needed for bookings or permits), emergency contact details, relevant medical or dietary information (that you voluntarily provide to us for accommodation or activity planning), and any other information necessary for organizing the Retreat. We use this information to:

- Process your booking and payments.
- Communicate with you about the Retreat (pre-departure information, updates, itinerary changes, etc.).
- Arrange accommodations, activities, and services (we may need to share certain details like your name or dietary needs with hotels or activity providers involved in the Retreat).
- Ensure your safety and meet any special needs (medical conditions, food allergies, etc. that you have informed us about).

Consent and Purpose Limitation: By providing your personal information to GMC and by agreeing to these Terms, you consent to the collection and use of your information for the purposes described above. We will not use your personal data for unrelated secondary purposes (such as marketing) unless we have your consent or another lawful justification. If you subscribe to a newsletter or agree to receive marketing communications, you can opt out at any time.

Storage and Security: GMC will store personal data securely and take reasonable measures to prevent unauthorized access, loss, or theft of personal information. We implement appropriate technical and organizational security practices to safeguard your data. Personal information will be kept only for as long as necessary for the purposes of the Retreat and any directly related legitimate business or legal purposes. For example, we may retain certain information for a period after the Retreat if required for legal record-keeping, tax purposes, or to handle any post-retreat matters.

Disclosure to Third Parties: GMC will not sell or rent your personal information to third parties. We will not share your personal data with any third party without your consent, except in the following circumstances:

Service Providers: We may share relevant information with third parties who are directly involved in the organization of the Retreat, strictly on a need-to-know basis. For instance, a hotel may receive the list of guest names (for booking rooms) and any important dietary notes if they are handling meals; an activity outfitter might need to know your name and perhaps age or skill level to facilitate a guided sport activity.

Legal Requirements: If we are required by South African law, court order, or governmental regulation to disclose certain information, we will comply with such legal requirements. Where possible and lawful, we will inform you of such disclosure.

Safety Exceptions: In case of an emergency where your health or safety is at risk, we may share information with medical professionals or emergency responders.

Rights of Participants: Under POPIA and applicable laws, you have the right to:

- **Access:** Request a copy of the personal information we hold about you.
- **Correction:** Request that we correct or update any of your personal information that is inaccurate or incomplete.
- **Deletion:** Under certain circumstances, request that we delete your personal information (for example, if it is no longer necessary for us to retain it).
- **Objection or Withdrawal of Consent:** Object to the processing of your personal information for certain purposes, or withdraw your consent for us to hold or use your information (in which case, however, this may affect our ability to provide the Retreat services to you).

To exercise any of these rights, you should send a written request to GMC's contact in Section 14. We may require proof of identity before honoring certain requests, to ensure that personal data is not disclosed to the wrong person.

International Travelers: Because GMC's retreats involve international Participants, your personal data may be transferred across international borders (for example, if you are booking from outside South Africa, your data will be stored in South Africa; or if a foreign service provider needs some info for a part of the Retreat). We will ensure that any such transfers are done in compliance with applicable data protection laws and that your information is protected to the same standard as required by POPIA.

Marketing Communications: GMC may occasionally send past Participants updates about future retreats or related services. You will have the option to opt out of such communications, and each marketing email will include an unsubscribe link. If you do not wish to receive any marketing material from us, you can also inform us at any time by email.

By agreeing to these Terms, you acknowledge that you have read and understood our data protection policy as summarized above. For more detailed information, you may request a copy of GMC's full Privacy Policy or POPIA Notice.

10. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or with the Retreat (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of South Africa, without giving effect to any conflict of law principles that might apply the laws of another jurisdiction.

By entering into this Agreement, you consent that the courts of South Africa shall have exclusive jurisdiction to adjudicate any dispute arising out of or related to this Agreement or the Retreat. You agree that any such dispute shall be brought before a competent court in

South Africa, and you waive any objection to the venue or jurisdiction on the grounds that it is an inconvenient forum or any similar grounds.

If you are an international traveler, you acknowledge and accept that this choice of law and forum is reasonable and beneficial for providing certainty in the interpretation and enforcement of these Terms.

Please Note: Nothing in this Governing Law clause limits the rights of GMC to seek injunctive relief or to enforce a judgment or order in any appropriate jurisdiction, if necessary.

11. Intellectual Property

All content and materials provided or made available by GMC in the course of organizing or conducting the Retreat are the intellectual property of Good Morning Club (Pty) Ltd or are used by GMC with permission. This includes, but is not limited to: the GMC name and logo, marketing materials, retreat itineraries, schedules, photographs taken by GMC staff, training or coaching materials, presentations, and any other creative content produced by GMC (collectively, "Retreat Materials").

Ownership: GMC retains all rights, title, and interest in and to the Retreat Materials and any intellectual property associated with the Retreat or GMC's brand. Participating in a Retreat does not grant you any ownership or rights to use GMC's intellectual property beyond the personal use rights described below.

Personal Use License: Participants are permitted to use Retreat Materials provided to them for their own personal use and reference in connection with the Retreat. For example, you may use the written itinerary or schedules for your personal planning, or take notes on provided class materials for your own use.

Restrictions: You agree not to reproduce, distribute, publish, or publicly display any Retreat Materials (wholly or in part) for any commercial purpose without the prior written consent of GMC. This includes not sharing or posting exclusive content (such as detailed itineraries or training manuals) in any public forum or website in a manner not intended by GMC. You also agree not to remove, obscure, or alter any copyright notices or proprietary marks on any materials provided by GMC.

Photography & Media by Participants: We recognize that Participants will take their own photos or videos during the Retreat. We encourage you to cherish and share your personal memories. You are, of course, free to share your own experiences and the photos/videos you personally take, including on social media. However, you must be respectful of the

privacy and rights of other Participants, GMC staff, and any third parties. Do not photograph or video others without their consent in contexts where they have a reasonable expectation of privacy. Commercial use of photographs or videos depicting GMC retreats (for example, selling photographs taken on the Retreat, or using them to promote a business of yours) is not permitted without written permission from GMC.

Use of Participant Likeness: By participating in the Retreat, you acknowledge that GMC staff or representatives may occasionally take photos or videos during the Retreat which might include images of Participants (for example, group photos, action shots during activities, etc.). GMC may use these photographs or footage for promotional or marketing purposes (such as on our website, brochures, or social media), but will do so sensitively and without exposing any Participant to harm. If you do not wish to appear in any promotional media, please inform us in writing (email is sufficient) before or during the Retreat, and we will make reasonable efforts to accommodate that request (e.g., opting you out of group photos). Otherwise, you grant GMC a royalty-free, worldwide, perpetual license to use and publish any such media that includes your likeness for GMC's promotional purposes. GMC will not sell these images or use them in a way that would imply an endorsement by you without your explicit consent.

12. Dispute Resolution & Mediation

GMC is committed to dealing with any concerns or disputes in a fair and amicable manner. By agreeing to these Terms, both you (the Participant) and GMC agree to attempt to resolve any disputes that may arise in connection with the Retreat or this Agreement as follows:

Good Faith Negotiation: In the event of any dispute, claim, question, or disagreement arising from or relating to the Retreat or these Terms, the parties shall first attempt in good faith to resolve the issue by prompt and sincere discussions between you and a GMC representative. You agree to communicate any grievances to GMC as soon as possible so that we have an opportunity to address your concerns during the Retreat or shortly after.

Mediation: If a dispute cannot be resolved through informal discussions and negotiations within a reasonable time, either party may request that the matter be submitted to mediation before pursuing any legal action. Mediation is a process in which a neutral third-party mediator facilitates communication and negotiation between parties to assist them in reaching a voluntary agreement. The mediation will be conducted in Cape Town, South Africa (or another mutually agreed location or via an online/virtual mediation platform), and in English, unless otherwise agreed.

The costs of mediation (mediator's fees and any administrative fees) will be split equally between the Participant and GMC, unless otherwise agreed as part of a mediated settlement. Each party will bear its own attorney's fees, if any, in connection with the mediation.

Proceeding to Court: If the dispute is not resolved through mediation within 30 days (or another mutually agreed timeframe) from the date mediation is initiated, either party is free to pursue any available remedy under law, including litigation, subject to the Governing Law and Jurisdiction clause (Section 10).

Confidentiality of Settlement Discussions: All communications, offers, promises, and statements made in the course of negotiation or mediation by either of the parties, or by the mediator, are confidential, privileged, and inadmissible as evidence in any subsequent litigation or arbitration of the dispute, to the extent allowed by applicable law.

Continued Performance: Pending resolution of any dispute, except for disputes resulting in a decision by you to withdraw from the Retreat (which would be handled as a cancellation under Section 5), both GMC and the Participant agree to continue performing their remaining obligations under these Terms to the extent practicable. (For example, if a dispute arises during the Retreat, the Participant should not disengage from the Retreat activities and GMC should continue to support the Participant, unless the situation makes such continuation impossible or impractical.)

This dispute resolution agreement does not limit any right of a party to seek interim or provisional relief in a court of competent jurisdiction (for example, a temporary restraining order) if necessary to protect its rights pending final resolution of the dispute.

13. Code of Conduct

To ensure a positive experience for all, Participants are expected to adhere to a general code of conduct throughout the Retreat:

Respect and Courtesy: Participants must behave respectfully and courteously towards all people involved in the Retreat, including fellow travelers, GMC staff and representatives, service providers, and local residents. Cultural sensitivity and respect for local customs and laws are expected, as the Retreat may involve interaction with local communities or visit culturally significant sites.

Compliance with Rules: Participants are required to follow all reasonable instructions, guidelines, and rules given by GMC staff or any instructors/guides facilitating activities. This includes adhering to schedules (meet-up times, departures), safety briefings, and any rules specific to an accommodation or activity (for example, no smoking areas, quiet hours, guidelines for using equipment, etc.).

Prohibited Conduct: The following behaviors are examples of conduct that are not permitted during the Retreat:

Illegal activities of any kind (drug use, theft, vandalism, or any violation of South African law).

Harassment, verbal or physical abuse, or discrimination against any person on any basis (including race, gender, religion, nationality, disability, sexual orientation, etc.).

Excessive intoxication or the use of controlled substances not prescribed to you. Moderate consumption of alcohol in social settings is acceptable for those of legal drinking age, but Participants must not let alcohol impair their judgment or interfere with the safety and enjoyment of others. Absolutely no alcohol or substance use is permitted during activities where it would pose a safety risk (for example, before or during a sporting activity).

Any action that endangers the health, safety, or well-being of yourself or others.

Wilful damage to property or equipment belonging to GMC, accommodation venues, transport vehicles, or other Participants.

Health and Safety: Participants have a responsibility to not put themselves or others at unnecessary risk. This means using any safety gear provided (e.g., helmets, life jackets) and notifying GMC staff of any significant health issues or injuries as soon as they arise. If you feel unwell or unable to continue an activity, you should stop and seek help from the GMC team. You are free to opt out of any activity before or during its execution if you do not feel comfortable – there is no penalty for choosing not to participate in a particular exercise or excursion, though no refunds will be provided for skipped activities (as per Sections 5 and 7).

Opting Out of Activities: All scheduled activities are optional. Participants are free to decline participation in any specific activity if they choose, for any reason (fitness level, personal preference, fatigue, etc.). If you decide to opt out of an activity, please inform the GMC retreat leader or guide in advance (or as soon as possible) so we know you won't be joining that session. We may offer an alternative if feasible (for example, suggesting a rest period or a self-guided activity while others are out), but this may not always be possible. Opting out of an activity does not entitle the Participant to a refund for that activity, as the retreat package is sold as a whole experience.

Consequences of Misconduct: If a Participant's behavior is deemed seriously disruptive, dangerous, illegal, or in violation of this Code of Conduct, GMC reserves the right to take appropriate action, which may include:

- Issuing a warning to the Participant and discussing the problematic behavior.
- In serious or persistent cases, removing the Participant from a particular activity or excursion.
- In the event of extremely unacceptable behavior or if previous warnings are ignored, GMC may terminate that Participant's continuation in the Retreat. If such removal/termination is necessary:
 - The Participant will not receive any refund for the remaining portion of the Retreat.
 - The Participant may be required to leave the accommodation provided and will be responsible for arranging and paying for their own alternative travel and lodging from that point forward. GMC will assist in arranging transportation for the Participant to return to the base city (e.g., Cape Town) if needed, but at the Participant's cost.

GMC may also report the incident to local authorities if laws have been broken or if such reporting is required.

By adhering to this code of conduct, you help us ensure that the Retreat is a safe, enjoyable, and enriching experience for everyone involved.

14. Contact Information

If you have any questions or need to reach us for any reason (including providing notices of cancellation, requests under data protection law, or any other communication under these Terms), please contact us at:

Good Morning Club (Pty) Ltd

25 Lambert Road, Vredehoek

8001, Cape Town, Western Cape, South Africa

Email: hellogoodmorningclub@gmail.com

Phone: +27 (0)60 521 9024

Acknowledgment: By paying a deposit or otherwise booking a Retreat with GMC, you acknowledge that you have read these Terms and Conditions, understood them, and agreed to be bound by them. This Agreement, together with any other written communications provided to you by GMC concerning your specific Retreat (such as a booking confirmation or informational materials), constitutes the entire agreement between you and GMC with respect to the Retreat and supersedes any prior arrangements or representations (whether oral or written). No modification to these Terms shall be valid unless in writing and signed by an authorized representative of GMC.