

Terms and Conditions

Welcome to MAX'S FUN CLUB, an exclusive club for kids who are guests at selected BEEKMAN GROUP owned, managed and associated resorts. This includes the interactive Kid's Club Application which is provided to you by VACATION MANAGEMENT SERVICE (PTY) LTD. The use of which, as well as membership of Max's Fun Club, is subject to the following terms and conditions.

The Agreement

This Agreement is entered into between

VACATION MANAGEMENT SERVICE (PTY) LTD
Reg. 1982/003809/07
3 Daly Street
Port Shepstone
Kwa-Zulu Natal
4240

as the SERVICE PROVIDER

and you, the parent or legal guardian, as the SERVICE USER.

The SERVICE PROVIDER is authorised to amend these Terms at any time, and the amended Terms shall be effective as soon as they are posted on the Application and applicable website/s. Parents or legal guardians are sent an email notification whenever there are changes to the Terms and Conditions. Please check the most current Terms to ensure that you are aware of all the terms and conditions regulating your Max's Fun Club membership and the use of the Application.

The Services

The Services include Planned Activities for children at the selected Resorts as well as the Max's Kids Club various activities for Home and Resort use, Adhoc Notifications and an Administration System. The Max's Fun Club Application provides an interactive way for kids to explore and have fun at the resort, and at home, using a mobile phone. The Application is available on Android and iOS smart mobile phones only.

Registration:

In order to sign up to the Max's Fun Club as well as to access and make use of the Max's Kids Club Application, you must register on the Application using a valid email address. Certain features are only available to the Resort and/or Head Office Administrators.

Registration is submitted by a parent or legal guardian over the age of 18.

Passwords and Profile Access:

Every Application Profile must have one designated Adult User who must be at least 18 years old and the legal guardian of each child member. For so long as you use your Profile, you agree to provide true, accurate, current, and complete information about yourself and any individual you authorise to access your Profile as well as to make relevant changes. You are solely responsible for all activities that occur under your Profile as well as for maintaining the confidentiality of your password(s). Should you believe your password or security for any of the Services has been breached in any way, you can reset your password by means of the forgotten password process. We are in no way responsible for any loss that you may incur because of any unauthorised use of your Profile and password.

Right of Use:

The SERVICE PROVIDER hereby authorises and gives consent to the SERVICE USER to explore and interact with the features contained on the Application. The SERVICE USER acknowledges that the Application is for his or her personal information and use only and that he or she may not in any way download, reproduce, display or record any of the information material, trademarks, logos, illustrations and displays contained on the Application for any commercial purpose whatsoever.

Copyright:

All information material, trademarks, logos, illustrations and displays are the sole property of, or held under license by, the SERVICE PROVIDER and any unauthorised use of any materials may violate trademark and copyright laws.

Personal Information:

The SERVICE USER acknowledges that the SERVICE PROVIDER, in furtherance of its service towards its customers, may require certain personal information from the SERVICE USER from time to time. The SERVICE PROVIDER, however, acknowledges that it also has a duty to the SERVICE USER, and to this end has taken every precaution possible to protect the SERVICE USER'S right to privacy.

The information collected will assist the SERVICE PROVIDER with maintaining and improving Max's Fun Club and the Application for the benefit of all Users and Members.

Collection of Personal Information:

The SERVICE PROVIDER undertakes to collect only such information as is necessary to promote, market, administer and manage Max's Fun Club and the Application. Particularly, the SERVICE PROVIDER will not pass on, or make economic gain from, any personal information collected, including name and contact details, credit and character details, from the SERVICE USER to any other person or persons, other than with the expressed consent of the SERVICE USER, under warrant of a court order or process of discovery in any court proceedings. To this end, the SERVICE PROVIDER will comply with all applicable laws and regulations.

Use of Personal Information:

The SERVICE USER acknowledges that one of the duties of the SERVICE PROVIDER is to monitor the success of Max's Fun Club and the Application, and to identify its market, and that personal information collected may be used for the purposes of survey, adaption and improvement of such products and services, and the Application. The SERVICE USER specifically acknowledges and consents to the SERVICE PROVIDER following up such information directly with the SERVICE USER by way of e-mail or other means. However, the SERVICE USER shall have the right at any time to withdraw such consent.

Collection and Use of Photographic Media:

The SERVICE USER acknowledges and consents that their registered child members, referred to as "Fun Fans," are permitted to engage in various activities organised by the RESORT as part of its leisure programme. These and other activities may also be featured and accessible through the Max's Fun Club Application. The SERVICE USER further acknowledges that photographs may be captured of their children participating in and enjoying these activities by the SERVICE PROVIDER. Such photographs may be utilised on the SERVICE PROVIDER or its affiliated companies' media platforms.

The SERVICE USER consents to such photographs being taken of their registered Fun Fans. The SERVICE PROVIDER and MAX'S FUN CLUB undertakes to use these images responsibly and for the sole purpose of promoting the Resort, outlet, MAX'S FUN CLUB and/or experience.

Child Safety and Parental Responsibility:

The SERVICE PROVIDER and MAX'S FUN CLUB cares about its members and takes child safety and security seriously. Therefore a number of security measures are in place such as:

- Parents are required to enter their password for changes to profiles on the Application.
- Outdoor Resort activities on the Application can only be scanned and points awarded between 06:00 – 18:00 daily.