

## WEBSITE TERMS AND CONDITIONS

### 1. INTRODUCTION

These terms and conditions regulate the use of the Dinokeng Game Reserve's website.

### 2. INTERPRETATION

The following words and expressions have the following meanings in these Terms of Use:

- 2.1 “**Access**” means accessing our Website and any Content, and further also includes browsing our Website, requesting or applying for any services or opportunities that we offer, and referring to, viewing and/or downloading any Content, and “Accessing” will have the same meaning;
- 2.2 “**Content**” means any information, documents, images, video, audio, data, works of authorship, materials, software and technology which may be displayed on, incorporated into, underlying, or used to operate our Website;
- 2.3 “**Data Message**” has the same meaning attributed to it in terms of the Electronic Communications and Transactions Act (Act no. 25 of 2002);
- 2.4 “**Dinokeng Game Reserve**” or “**us**” or “**we**” or “**our**” means Dinokeng Game Reserve;
- 2.5 “**Intellectual Property**” means but is not limited to, concepts, know-how, data processing techniques, copyrights, patents, designs (including our Website's look and feel), inventions, trademarks, tables and compilations of data which are created, invented and/or developed, registered or unregistered on our Website and in relation to any Content;

- 2.6 “**Personal Information**” means information relating to an identifiable, living, natural person and where it is applicable, identifiable, existing juristic person, as contemplated in the Protection of Personal Information Act (Act no. 4 of 2013) which includes but is not necessarily limited to, names, surnames, identity numbers, registration numbers, residential and business addresses, e-mail addresses and telephone numbers, relating to identifiable natural and juristic persons;
- 2.7 “**POPI Policy**” means Dinokeng Game Reserve’s Protection of Personal Information Policy, which can be accessed at <https://www.dinokengreserve.co.za>;
- 2.8 “**Processing**” means the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use, dissemination by means of transmission, distribution or making available in any other form or merging, linking, as well as restriction, degradation, erasure or destruction of Personal Information;
- 2.9 “**Terms of Use**” means these terms and conditions regulating Access to our Website;
- 2.10 “**User**” or “**you**” or “**your**” means any person who Access our Website;
- 2.11 “**Website**” means this website which is Accessed at <https://www.dinokengreserve.co.za> or such other URL as Dinokeng Game Reserve may choose from time to time.

### 3. **TERMS OF USE**

- 3.1 These Terms of Use and our POPI Policy are applicable to all persons who Access our Website.
- 3.2 Before Accessing our Website, please read these Terms of Use and our POPI Policy carefully. By Accessing our Website and the Content, you are entering into a legally binding contract with Dinokeng Game Reserve upon

(i) these Terms of Use; and (ii) the provisions of our POPI Policy and you further agree that -

- 3.2.1 these Terms of Use are valid, binding and enforceable from the moment you Access our Website,
- 3.2.2 you conclude an agreement with us in respect thereof in Pretoria, Gauteng Province, South Africa, which agreement is governed by the laws of the Republic of South Africa;
- 3.2.3 if any term or condition of these Terms of Use is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other term of these Terms of Use.
- 3.3 These Terms of Use and our POPI Policy apply to the entire Content of the Website and to any correspondence between us and you. Accessing our Website for any purpose indicates that you have read, understand and accept these Terms of Use and the provisions of our POPI Policy and agree to be bound by them.
- 3.4 If you do not agree to these Terms of Use, please refrain from Accessing our Website.

#### 4. **CHANGES TO THESE TERMS OF USE**

- 4.1 We may, at any time, in our sole and absolute discretion, do any of the following without prior notice:
  - 4.1.1 change these Terms of Use;
  - 4.1.2 change or remove Content from our Website;
  - 4.1.3 change or discontinue any aspect of the Website or any services accessible through the Website; and

- 4.1.4 change the software and/or hardware required to Access our Website.
- 4.2 Your continued Access of our Website will be subject to the Terms of Use in force at the time of your Access. If you do not agree with any updates, amendments or modifications to these Terms of Use or our Privacy Statement, you must discontinue your Access of our Website immediately.
- 4.3 We may update our Website and the Content from time to time.
- 4.4 We may stop publishing Content on our Website at any time. This may be done without notice and we will not be responsible for any consequences that result therefrom.

## 5. **ACCESSING OUR WEBSITE**

- 5.1 Access to our Website is made available free of charge.
- 5.2 We do not guarantee that our Website and the Content will always be available or be uninterrupted or error free. Access to our Website is permitted on a temporary basis. We will not be liable to you, if for any reason, our Website is unavailable.
- 5.3 You are responsible for the arrangements necessary for you to have Access to our Website. This includes, but is not limited to, data and the costs associated with it.
- 5.4 We do not guarantee that our Website will function on any particular hardware or devices. Use of our Website may also be subject to malfunctions and delays inherent to the use of the Internet and electronic communications.
- 5.5 You are responsible for ensuring that all persons who Access our Website through your Internet connection are aware of these Terms of Use, and that they comply therewith.

## 6. **RIGHTS GRANTED TO YOU**

- 6.1 Subject to these Terms of Use, we grant you a limited, non-exclusive, non-transferrable and revocable, license to Access our Website and the Content at any time solely for your personal and non-commercial use. Use of any services that may be offered through our Website will be subject to these Terms of Use and POPI Policy.
- 6.2 We reserve any rights not expressly granted herein.

## 7. **PERMITTED USE AND PROHIBITED CONDUCT**

- 7.1 We hereby authorise you to Access our Website and the Content, or any part thereof, provided that:
- 7.1.1 the Content is used for non-commercial purposes only;
- 7.1.2 any reproduction of the Content available on or through our Website, or any part thereof, must not infringe our Intellectual Property rights or the Intellectual Property rights of third parties;
- 7.1.3 use of the Content is in accordance with these Terms of Use.
- 7.2 You must not, directly or indirectly, do any of the following -
- 7.2.1 perform any action that violates these Terms of Use or any guidelines or policies posted by us;
- 7.2.2 Access our Website for hacking, spoofing, cracking, phishing or spamming or any other activity aimed at achieving similar purposes;
- 7.2.3 perform any action which is illegal, fraudulent or violates or infringes any of our rights or the rights of third parties, including any Intellectual Property rights;

- 7.2.4 use any technology or other means to access, index, frame or link to any services (including the Content) in a way that is not expressly authorized by us;
- 7.2.5 collect or process information in violation of our POPI Policy; or
- 7.2.6 interfere with any other person's use and enjoyment of any services, the Website, or the Content;
- 7.3 Any restrictions on the Accessing of our Website or the Content shall also apply to any part of the Website or the Content which may be cached during Accessing of it.
- 7.4 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or location of anyone posting any Content in breach of these Terms of Use.
- 7.5 You may not use our Website or any Content -
  - 7.5.1 in any way that breaches any applicable local, national or international law or regulations;
  - 7.5.2 in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
  - 7.5.3 to transmit, or procure the sending of, unsolicited or unauthorised advertising, promotional material or any other form of similar solicitation ("**Spam**");
  - 7.5.4 to knowingly transmit/send viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs; or

- 7.5.5 to gain unauthorised access, interfere with, damage or disrupt any part of our Website and the equipment or network on which the Website is stored;
- 7.5.6 to make any speculative, false or fraudulent statements or enquiries;
- 7.5.7 to remove any copyright, trademark or other proprietary notices from our Website or any of the Content;
- 7.5.8 to reproduce, copy, modify, adapt, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit our Website or any part thereof or the Content;
- 7.5.9 to decompile, reverse engineer or disassemble our site or any of the Content;
- 7.5.10 to cause or launch any programs or scripts for the purpose of scraping, mirroring, indexing, surveying, or otherwise data mining any portion of the Website;
- 7.5.11 for unduly burdening or hindering the operation and/or functionality of any aspect of our Website;
- 7.5.12 to frame our Website;
- 7.5.13 to access or use our website or the Content through automated means, including but not limited through the use of robots, spiders, or offline readers; or
- 7.5.14 to attempt to gain unauthorised access to or impair any aspect of our Website and its related systems or networks;
- 7.5.15 to incorporate any Personal Information published on our Website into any database used for commercial purposes or electronic marketing

or similar purposes in contravention with our POPI Policy and the Protection of Personal Information Act (Act no. 4 of 2013).

## 8. **INTELLECTUAL PROPERTY RIGHTS**

- 8.1 All Intellectual Property attached to or displayed on the Website is the property of Dinokeng Game Reserve or it is duly licensed to Dinokeng Game Reserve and may not be used outside the licensed terms as set out under these Terms of Use.
- 8.2 You may draw the attention of other persons to the Content posted on our Website or by sharing it via social networks or other means available.
- 8.3 You may not modify copies of the Content you have printed off or downloaded from our Website. Any illustrations, photographs, video or audio sequences or graphics which accompany text, may not be used separately from the text nor may you claim that it is yours.
- 8.4 Unless otherwise agreed to under these Terms of Use, we does not grant you any rights -
  - 8.4.1 in or related to our Website or any services displayed thereon; or
  - 8.4.2 to use our business name, logo, trademarks or those of our licensors (whether registered or un-registered); or
  - 8.4.3 to use or apply the Content on any part thereof for commercial purposes of whatever nature.

## 9. **CPA, POPIA AND OTHER LAWS**

- 9.1 If these Terms of Use (or any contract governed by these Terms of Use) or the Content provided and/or made available on the Website are regulated by or subject to the Consumer Protection Act No 68 of 2008 (“**CPA**”), the Protection of Personal Information Act (Act no. 4 of 2013)



(“**POPIA**”) or any other laws, it is not intended that any provision of these Terms of Use contravene any provision of the CPA, POPIA or such other laws.

9.2 All provisions of these Terms of Use must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA, POPIA and such other laws are complied with.

9.3 No provision of these Terms of Use (or any contract governed by these Terms of Use) -

9.3.1 does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption;

9.3.2 requires you to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or

9.3.3 limits or excludes any warranties or obligations which are implied into these Terms of Use (or any contract governed by these Terms of Use) by the CPA, POPIA or other applicable laws (to the extent applicable) or which we give under the CPA, POPIA, or other applicable laws (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

## 10. **LIMITATION OF LIABILITY**

### **IMPORTANT NOTICE:**

10.1 Subject to the provisions of clause 9 above, and to the extent allowed by law, Dinokeng Game Reserve shall not be liable for any damage, loss or

liability of whatsoever nature arising from your Access to our Website or any services or the Content provided through the Website.

- 10.2 You are granted Access to the Website on an “as is” basis and has not been compiled or supplied to meet any User’s individual requirements.
- 10.3 Any information, ideas and opinions expressed on the Website should not be regarded as professional advice or our official opinion and you are encouraged to consult professional advisers before taking any course of action related to information, ideas or opinions expressed on our Website.
- 10.4 Dinokeng Game Reserve excludes all conditions, warranties, representations or other terms which may apply to our Website or the Content on it, whether express or implied. Dinokeng Game Reserve makes no representations, guarantees or warranties regarding the quality, reliability, suitability, or availability of our Website or the Content.
- 10.5 You agree that it is within your sole discretion to access and use our Website and that the risk arising out of your access and use of the Website remains solely with you to the maximum extent permitted under any applicable law.
- 10.6 You indemnify us, our members, shareholders, directors, partners, employees, agents, affiliates and representatives against any claim, demand, damage, costs, loss or liability (including reasonable attorney fees) of whatever nature and related to your Access of our Website and the Content.
- 10.7 You indemnify and hold us, our members, shareholders, directors, partners, employees, agents, affiliates and representatives agents harmless from all claims, demands, losses, liabilities and expenses (including attorney and own client fees), arising out of or in connection with –

- 10.7.1 your breach or violation of any of these Terms of Use or our Privacy Statement; and/or
- 10.7.2 your violation of the rights of any third party.

## 11. **SECURITY**

- 11.1 It is important that your information, or any communication between us, is dealt with in the most secure manner reasonably possible. However, because of the nature of the Internet, we cannot guarantee that your communications with us via our Website are completely secure at all times.
- 11.2 To provide adequate security to all Users of our Website, and to monitor activities prohibited under section 86 of the Electronic Communications and Transactions Act (Act no. 25 of 2002), you agree to our right to intercept, monitor, block, read, delete or access all data sent to our Website or any of our other communication facilities, for example, email, instant messaging or fax-to-email applications.
- 11.3 We does not guarantee that documents or files downloaded from our Website will be free from viruses and does not accept any responsibility for any damage or loss caused by any virus. You must ensure that you use virus-checking software when using our Website and further agree not to upload or provide, through our Website, any document or file which may contain a virus.

## 12. **LINKING TO OUR WEBSITE**

- 12.1 Any linking must occur in a manner that is fair, legal and does not damage our reputation, take advantage of it or breaches any provision of these Terms of Use.

- 12.2 No link may be established in such a manner that suggests any form of association, approval or endorsement with or by us, where such association, approval or endorsement do not formally exist.
- 12.3 No link to our Website may be provided in any website that is not owned by you.
- 12.4 Dinokeng Game Reserve reserves the right to withdraw linking permission without notice.

### 13. **HYPERLINKS FROM OUR WEBSITE**

Where our Website or any of the Content contain links to other websites, these links are provided for your convenience and information only. You acknowledge that different terms of use and privacy policies or statements may apply to your use of such third party websites. Dinokeng Game Reserve does not endorse or approve of the operators and/or owners of any third party websites, and/or material on such those third party websites.

### 14. **SOCIAL MEDIA**

- 14.1 You agree that when Accessing our Website and the Content, or posting or uploading any Content or materials of any kind to our social network pages (including but not limited to Facebook, Twitter, LinkedIn) or any other social network facility made available by us, you will –
  - 14.1.1 not use it in any improper or unlawful manner or in breach of any licence that applies to you;
  - 14.1.2 not harass others or disclose personal information about other;
  - 14.1.3 not submit, publish, post, upload, store, distribute or disseminate any defamatory, infringing, offensive, obscene, indecent, harmful, confidential, hateful, threatening or otherwise illegal or objectionable material or information;

- 14.1.4 not submit, post or upload files, without consent, that contain software or other material, the intellectual property rights of which are owned by any third party, or that is protected by rights of privacy or publicity of any third party;
  - 14.1.5 not upload files that contain viruses, corrupted files, or any other software or programs that may
  - 14.1.6 interfere with or damage the operation of the social network page or any other computer;
  - 14.1.7 not impersonate any person or entity or falsely misrepresent yourself in any way;
  - 14.1.8 not promote any illegal activity;
  - 14.1.9 not use software to harvest information from the social media network page;
  - 14.1.10 not submit any material which is prohibited by any applicable data protection or privacy legislation;
  - 14.1.11 not submit, post or upload any Content or materials or otherwise do anything in breach of the social media platform's terms and conditions;
  - 14.1.12 abide to the particular social media platform's Code of Conduct or Community Guidelines or any other similar rules and guidelines;
  - 14.1.13 be solely responsible for all Content, information or materials of whatever nature or medium that you submit, post, upload, publish or display on or through any social media network, or transmit to or share with other Users.
- 14.2 You acknowledge and agree that –

- 14.2.1 although we are not obligated, we may monitor the Content on our social media platform page(s). This includes, but is not limited to, deleting from the said page without notice, any Content of whatever nature, for any or no reason in our sole discretion;
- 14.2.2 social media is not a medium for conflict resolution or lodging complaints and any complaints must be e-mailed to [info@emira.co.za](mailto:info@emira.co.za).

## 15. **USE OF COOKIES**

- 15.1 Our Website may use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.
- 15.2 One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the web server that you have returned to a specific page. For example, if you personalize some of our Website pages, a cookie helps Dinokeng Game Reserve to recall your specific information on subsequent visits. When you return to the Website, the information you previously provided can be retrieved, so you can easily use the Dinokeng Game Reserve features that you customised.
- 15.3 You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience some of the features of our Website.

## 16. **DATA PROTECTION**

- 16.1 We may Process Personal Information that you submit to us. We will handle the Processing of your Personal Information in accordance with our POPI Policy .
- 16.2 By disclosing or submitting your Personal Information to us, you consent to us Processing your Personal Information for the purposes described in our POPI Policy.

## 17. **BREACH, SUSPENSION AND TERMINATION**

- 17.1 It is solely within our discretion to determine whether, through your use, there has been a breach of these Terms of Use. When a breach occurs, we may take such action as we deem appropriate.
- 17.2 We specifically exclude any liability for our actions taken in response to any breach of these Terms of Use.
- 17.3 All costs, charges and expenses which may be incurred by us in enforcing our rights in terms hereof, shall be recoverable from you if the above rights are successfully enforced. These costs, charges and expenses include, without limitation, legal costs on the scale as between an attorney and own client and collection commission and is irrespective of whether any action has been instituted;
- 17.4 No relaxation or indulgence, by either Dinokeng Game Reserve or you, shall constitute a waiver of the rights of that party. It also shall not preclude that party from exercising any rights which may have arisen in the past or may arise in future.
- 17.5 Any provision under these Terms of Use which contemplates performance or observance, after any termination or expiration of these Terms of Use, shall survive any termination or expiration and shall continue in full force and effect.

## 18. **ELECTRONIC COMMUNICATION AND CONTACT**

- 18.1 Any Data Messages sent by us to you shall be deemed to have been sent from our address at .....
- 18.2 A Data Message is deemed to be **sent-**
- 18.2.1 By us, at the time shown on such message, or if not so shown, at the time shown on our information system; and
- 18.2.2 By you, at the time when we confirm receipt (excluding an automated response) thereof.
- 18.3 A Data Message is deemed to be **received-**
- 18.3.1 By us, only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement does not give legal effect to that message, unless specifically indicated as such by us; and
- 18.3.2 By you, once it enters your information system;
- 18.4 All information incorporated by the use of hyperlinks and / or other methods of reference shall form part of these Terms of Use.
- 18.5 You agree and warrant that any Data Message sent from any computer or device that is owned by you or programmed by you to us was sent by you.
- 18.6 For purposes of electronic communications between you and us no electronic signature is required. The mere browsing of our Website demonstrates your intent to be a party to these Terms of Use.