

SABI SABI

PRIVATE GAME RESERVE – SOUTH AFRICA

ESTABLISHED 1979

40 YEARS OF EXCELLENCE

TERMS AND CONDITIONS – WEBSITE USE

1 DEEMED ACCEPTANCE

- 1.1 By accessing and using the Website and/or any of the Online Profiles, the User agrees to be bound by the Website Terms and Conditions set out herein.
- 1.2 If the User does not wish to be bound by the Website Terms and Conditions, the User may not access, display, use, download, and/or otherwise copy or distribute and of the Content on the Website or the Online Profiles.

2 INTERPRETATION

- 2.1 In these Terms and Conditions, unless inconsistent with or otherwise indicated by the context –
 - 2.1.1 “Content” means any and all content displayed on the Website and/or the Online Profiles at any given time, and shall include, but shall not be limited to confidential information, client lists, literary works, marketing and business information, musical works, artistic works, sound recordings, cinematograph films, sounds and television broadcasts, program-carrying signals, proprietary works, published editions and computer programs, names, logos, trademarks, images, text, columns, graphics, photographs, illustrations and software;
 - 2.1.2 “Online Profiles” means Sabi Sabi’s social media and other profiles, including, but not limited to its Facebook Page, LinkedIn Account and Twitter Feed, including the Content thereon, and includes the whole or any part thereof;
 - 2.1.3 “Owner(s)” means Sabi Sabi or any third party owner(s), as the case may be, of the proprietary rights in and to the Content;
 - 2.1.4 “Sabi Sabi” means African Cultural Tours (Pty) Ltd t/a Sabi Sabi Private Game Reserve, a private company duly incorporated in terms of the laws of the Republic of South Africa, with registration number 1975/003146/07 and with its registered address at, 4 Jameson Avenue, Melrose Estate, Johannesburg, Gauteng, the Republic of South Africa;
 - 2.1.5 “Terms and Conditions” means the terms and conditions applicable to the use of the Website and Online Profiles as set out herein, which is constituted of these terms and conditions and the privacy policy attached as Annexure A, as amended from time to time
 - 2.1.6 “User(s)” means any person or entity using the Website and/or Online Profiles; and
 - 2.1.7 “Website” means all websites / URL’s owned and maintained by Sabi Sabi, or through which Sabi Sabi makes information relating to its products and services available to Users, including but not limited to the website located at the domain name www.sabisabi.com, including the Content thereon, and includes the whole or any part thereof.
- 2.2 The clause headings in these Terms and Conditions have been inserted for reference purposes only and shall not affect the interpretation of any provision of these Terms and Conditions.
- 2.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which the sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 2.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Terms and Conditions, notwithstanding that it is only contained in this interpretation clause.
- 2.5 If any period is referred to in these Terms and Conditions by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.
- 2.6 The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of these Terms and Conditions, shall not apply.
- 2.7 These Terms and Conditions shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.
- 2.8 Expressions defined in these Terms and Conditions shall bear the same meanings in any annexure hereto which does not contain its own definitions.

3 GENERAL USAGE OF THE WEBSITE

- 3.1 The User will only use the Website and Online Profiles for the purpose for which it was intended and subject to these Terms and Conditions.
- 3.2 The User may not use the Website, Online Profiles or any of the Content for or in conjunction with any illegal, unlawful or immoral purpose or as prohibited by the provisions herein contained.

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- 3.3 The User will not –
- 3.3.1 engage in any activity intended to entice, solicit or otherwise recruit users of the Website and/or Online Profiles to join an organisation, except where such activities are expressly authorised in writing by Sabi Sabi, and as permitted by law;
 - 3.3.2 take action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent the User's affiliation to any person or otherwise manipulate identifiers to disguise the origin of anything posted or transmitted electronically to Sabi Sabi, whether on its Website, Online Profiles or otherwise;
 - 3.3.3 engage in any abuse of electronic mail or spamming, including the posting or cross-posting of unsolicited articles with the same or substantially the same message to recipients that did not request to receive such messages;
 - 3.3.4 modify, access or make available any data stored on a computer device which has been accessed through the Website and/or Online Profiles;
 - 3.3.5 make available or upload files that contain software of any other material not owned or appropriately licensed by the User;
 - 3.3.6 use the Website or Online Profiles to make fraudulent offers to sell or buy products, items or services or to offer to solicit for any type of financial scam;
 - 3.3.7 violate the privacy of any person or attempt to gain unauthorised access to the products and/or services or any other website or network;
 - 3.3.8 collect or use any listing, description or price lists from the Website and/or Online Profiles for the benefit of a competing merchant;
 - 3.3.9 use the Website or Online Profiles in a manner that may infringe the intellectual property rights or other proprietary rights of others, including the transmission of pirated software;
 - 3.3.10 use the Website or Online Profiles in any manner which could damage, impair, overburden or disable the Website or Online Profiles or interfere with any other person's use or enjoyment of the Website or Online Profiles;
 - 3.3.11 use the Website or the Online Profiles services to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;
 - 3.3.12 use the Website or the Online Profiles to post or transmit, by means of listings, reviews, comments, suggestions, ideas, question or otherwise, anything which is unlawful, defamatory, discriminatory, obscene, offensive, vulgar, threatening, abusive, harassing, harmful, hateful, profane, sexuality explicit or which carries child pornography, religious or racial slurs, racially, ethnically or otherwise objectionable in any way or threatens or encourages bodily harm or the like or which may violate any person's personality rights;
 - 3.3.13 gather electronic mail addresses and/or names for commercial, political, charity or like purposes or collect or attempt to collect personal information about third parties without their knowledge or consent; and
 - 3.3.14 act in any way which may, could or does impose an unreasonable or unusually large load of traffic on the Website and/or Online Profiles, or otherwise interferes with their proper and timely functioning.

4 LINKED SITES

- 4.1 The Website and Online Profiles may contain links to other websites that are not controlled or maintained by Sabi Sabi.
- 4.2 While Sabi Sabi tries to include only links to those sites which are in good taste and safe for Users, the User agrees that Sabi Sabi will not be responsible for the content, advertising, privacy policies, products, services, or other materials on or available from such linked websites.
- 4.3 The use of linked websites is at the User's own risk. Sabi Sabi encourages all Users to read the terms of use of such other websites. Any inclusion of such links on Sabi Sabi's Website and/or Online Profiles does however not imply Sabi Sabi's endorsement of the linked site nor the content thereof.
- 4.4 Sabi Sabi reserves the right to disable links from third party sites to Sabi Sabi's Website and Online Profiles, and vice versa.

5 USERS

- 5.1 The User shall be entitled to use the Content for personal, non-commercial and information purposes only, subject to these Terms and Conditions.
- 5.2 The User will not reproduce, duplicate, copy, resell or otherwise exploit the Website or the Online Profiles for any commercial purpose.

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- 5.3 The User will not be entitled to collect products or service listings, descriptions or other information displayed on the Website and/or Online Profiles. The User will not be entitled to use the Website or the Online Profiles, or any derivative thereof for the benefit of another person.
- 5.4 The User may not frame, nor use framing technologies to enclose the Website or the Online Profiles, without the express written consent of Sabi Sabi (and the Owner where applicable).
- 5.5 Sabi Sabi reserves the rights to –
 - 5.5.1 refuse services, suspend or terminate a User's access to the Website and/or Online Profiles, and remove or edit the Content at its sole discretion; and/or
 - 5.5.2 claim damages from any User who does not comply with these Terms and Conditions.
- 5.6 No rights in and to the Website or Online Profiles are granted to the User, other than to use the Website and Online Profiles in accordance with these Terms and Conditions. Without limiting the generality of the foregoing the User shall not –
 - 5.6.1 print, copy, reproduce, distribute, transmit, upload, download, store, display in public, alter, or modify the Website, the Online Profiles or the Content thereof, including copyright-, trademark-, patent- or other intellectual property rights, unless expressly stated herein;
 - 5.6.2 use the Website and/or the Online Profiles' icons, site address, or other means to hyperlink other internet sites with any page in the Website and/or Online Profiles, and Sabi Sabi assumes no responsibility for any other party's site hyperlinked to the Website and/or Online Profiles or in which any part has been hyperlinked.

6 COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Content is provided by the Owners.
- 6.2 All right title and interest in and to the Content vests with Sabi Sabi or its licensors. Nothing in these Terms and Conditions shall be construed as granting a User any right, title or interest in the Content, other than to use the Content in accordance with the terms hereof.
- 6.3 Except as specifically provided herein or elsewhere on the Website or Online Profiles, no Content may be copied, reproduced, republished, downloaded, posted, transmitted or distributed in any way, or otherwise used for any purpose, by any person or entity.
- 6.4 Sabi Sabi reserves the right (at its sole discretion) to make changes to the Website or, the Online Profiles or to products or services offered by it at any time, and without notice to the User.
- 6.5 No User may add, delete, distort, or otherwise modify the Content. Any unauthorised attempt to modify any Content, to defeat or circumvent Sabi Sabi's security features, or to utilise the Website or Online Profiles for any purpose other than its intended purposes is strictly prohibited.

7 LIMITATION OF LIABILITY AND DISCLAIMERS

- 7.1 Subject to section 43(5) and 43(6) of ECTA, if applicable, and to the extent permitted by law, the Website and the Online Profiles, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors and Sabi Sabi shall not be held liable for any damage, loss or liability of any nature whatsoever, howsoever caused.
- 7.2 Sabi Sabi makes no warranties or representations as to the availability, accuracy or completeness of the Website or the Online Profiles, or any third-party content accessible via an Internet link on the Website and/or Online Profiles.
- 7.3 Sabi Sabi shall not be held liable or responsible for any direct or indirect, special, consequential or other damage of any kind whatsoever suffered or incurred by the User, related to the use of, or the inability to access or use, or reliance on the Website or the Online Profiles or any functionality thereof, or of any linked website, including any claims arising from negligence.
- 7.4 The User undertakes to indemnify, hold harmless and expressly exempt and release Sabi Sabi from any and all liabilities and claims arising from any cause whatsoever, including those related (whether directly or indirectly) to the use of the Website and/or Online Profiles.
- 7.5 The User waives and abandons any and all liabilities and claims of any nature whatsoever, howsoever arising, which he might have against Sabi Sabi and releases Sabi Sabi against any and all liability and claims that may arise or accrue to the User.
- 7.6 The use of the Website and/or the Online Profiles is at the User's sole risk.
- 7.7 The products and services advertised on the Website and/or Online Profiles and other marketing material and documents are to be used as a guideline only, and may be influenced by variable and/or unforeseen factors.

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- 7.8 Sabi Sabi shall not be held liable for any errors or omissions in any of its promotional material, publications and documentations (including any such material, information, publications and documentation made available in digital or electronic media format).
- 7.9 Due to currency fluctuations, the prices of products and services may vary from the prices displayed on the Website and/or Online Profiles. Sabi Sabi will aim to keep the prices current and updated but cannot guarantee that the prices displayed on the Website and/or Online Profiles are always correct.

8 NON ENDORSEMENT

Reference to any specific company, products, processes, or services by trade name, trademark, manufacturer, or otherwise on the Website and/or Online Profiles does not necessarily constitute or imply its endorsement, recommendation, or favouring by Sabi Sabi.

9 PRIVACY, ACCESS TO AND USE OF INFORMATION

- 9.1 Sabi Sabi receives various types of information from Users who access the Website, including personal information as detailed in the Promotion of Access to Information Act ("PAIA"), Act 2 of 2000, and as detailed in section 1 of ECTA (hereinafter referred to "Personal Information").
- 9.2 To the extent permitted by law Sabi Sabi may electronically collect, store and use Personal Information, including Users' names, contact details, surfing patterns, email addresses, IP addresses etc.
- 9.3 Sabi Sabi is however committed in respecting each User's privacy and confidentiality of his Personal Information. In this regard Sabi Sabi has put in place reasonable physical, electronic and managerial procedures to safeguard and secure the Personal Information obtained by it in order to prevent unauthorised access to such information.
- 9.4 Whenever the User is of the opinion that Sabi Sabi has failed to comply with inter alia section 51 of ECTA, the User shall inform Sabi Sabi thereof by sending an email to res@sabisabi.com and Sabi Sabi will review the User's representations made by email and, in Sabi Sabi's sole and absolute discretion advisable, take corrective action, and within 20 (twenty) days respond to the User informing him about corrective actions taken, if any.
- 9.5 Despite the aforementioned undertaking, it is possible for Internet-based communications to be intercepted. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.
- 9.6 Sabi Sabi will not be held responsible for any damages that the User or any third party may suffer as a result of the transmission of confidential or disclosed information that the User makes to Sabi Sabi through the Internet, or that the User expressly or implicitly authorise Sabi Sabi to make, or for any errors or any changes made to any
- 9.7 All credit card and debit order information obtained by Sabi Sabi will be used for billing purposes only and will otherwise be kept strictly confidential.
- 9.8 To ensure acquaintance with and awareness of the privacy measures and policies of Sabi Sabi, the User is urged to take care to read and understand the underlying privacy clauses attached as Annexure 'A' to these Terms and Conditions.

10 GENERAL

- 10.1 The Website and Online Profiles are controlled, operated and administered by Sabi Sabi from its offices as set out below within the Republic of South Africa.
- 10.2 Sabi Sabi makes no representation that the Website, the Online Profiles and the Content thereon are appropriate or available for use in other locations or countries. Access to the Website and/or Online Profiles from territories or countries where the Content is illegal is prohibited. If the User accesses the Website and/or Online Profiles from locations outside of South Africa, that User is responsible for compliance with all such local laws.

11 ECTA REQUIREMENTS

- 11.1 In accordance with the disclosure requirements of the Electronic Communications and Transactions Act, Act No 25 of 2005 ("ECTA"), Sabi Sabi makes the following information available to the User:
- 11.1.1 Full name: African Cultural Tours (Pty) Ltd t/a Sabi Sabi Private Game Reserve
- 11.1.2 Legal Status: Private Company
- 11.1.3 Registration Number: 1975/003146/07
- 11.1.4 Physical Address: 4 Jameson Avenue, Melrose Estate, Johannesburg, Gauteng, Republic of South Africa

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- 11.1.5 Telephone Number: (+27)11 447 7172
- 11.1.6 Website Address: www.sabisabi.com
- 11.1.7 Electronic mail address: res@sabisabi.com
- 11.1.8 VAT Number: 4150141374
- 11.1.9 Names of Office Bearers (Directors): Marc John Loon, Rael Matthew Loon, Daniel Adam Polakow, Jacques Reuben Smit, Rodney Eric Wyndham, Cheree Lynne Dyers
- 11.1.10 Place of Registration: South Africa
- 11.1.11 Physical Address where Sabi Sabi will receive legal service of documents:
- 11.1.12 21 Scott Street, 4 Jameson Avenue, Melrose Estate, Johannesburg, Gauteng, Republic of South Africa.
- 11.1.13 Description of the main characteristics of the goods or services offered by Sabi Sabi: Sabi Sabi Private Game Reserve is a world renowned private reserve situated in the Sabi Sand Wildtuin (part of the greater Kruger National Park) and is blessed with a variety of habitat and wildlife. With a collection of four 5-star exclusive lodges featuring Selati Camp (7 Suites), Bush Lodge (25 suites), Little Bush Camp (6 suites) and Earth Lodge (13 suites). Sabi Sabi offers morning and evening exclusive open vehicle safaris, combined with luxurious accommodation, superb cuisine and consummate African hospitality.

12 AMENDMENT OF THE WEBSITE TERMS AND CONDITIONS

- 12.1 Sabi Sabi reserves the right to, at its sole discretion, amend, modify, add to or remove any provisions (in whole or in part) of these Website Terms and Conditions from time to time.
- 12.2 Any changes to these Website Terms and Conditions will become effective upon such changes being posted on the Website.
- 12.3 The onus rests on the User to periodically check the Website Terms and Conditions on the Website and/or Online Profiles for any changes or updates therein contained.
- 12.4 The User's continued use of the Website and Online Profiles following the posting of any amendments by Sabi Sabi shall be considered notice of the User's acceptance to abide by, and be bound by the Website Terms and Conditions, including any amendments hereto.

ANNEXURE 'A' – PRIVACY POLICY

1 CASUAL SURFING

- 1.1 The User may visit the Website and Online Profiles without providing any personal information. The User accordingly hereby grants express written permission for the Website and Online Profile servers in such instances to collect the IP address of the User's computer, but not the email address or any other distinguishing information.
- 1.2 This information is aggregated to measure the number of visits, average time spent on the Website and/or Online Profiles, the pages viewed, etc. and Sabi Sabi uses this information to determine the use of the Website and/or Online Profiles, and to improve the Content thereon.
- 1.3 Sabi Sabi assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

2 UNSOLICITED INFORMATION

- 2.1 If the User posts unsolicited content or other information ("the Information") to the Website and/or Online Profiles, and unless otherwise indicated, then the User grants to Sabi Sabi a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media.
- 2.2 The User grants Sabi Sabi the right to use the name that the User submits in connection with such Information, if it so chooses.
- 2.3 The User warrants that the User owns or otherwise controls all of the rights to the Information that the User posts, that the Information is accurate, that by the supply of the Information to Sabi Sabi the User does not violate this Policy and does not infringe the rights of any other person or entity, and that the User indemnifies Sabi Sabi for all claims resulting from the receipt of the Information the User supplies to it.
- 2.4 Sabi Sabi reserves the right but not the obligation to monitor, and edit or remove any Information, where posted to public pages.
- 2.5 Sabi Sabi takes no responsibility and assumes no liability for any Information posted by the User or any third party

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on its Website and Online Profiles.

3 SOLICITED INFORMATION THE USER GIVES TO SABI SABI

- 3.1 Sabi Sabi may require certain Personal Information necessary to process and render services to the User.
- 3.2 Sabi Sabi receives and stores all Information, including Personal Information which the User enters on the Website or Online Profiles, and provides to Sabi Sabi.
- 3.3 The User may choose not to provide certain Personal Information, but that may limit the services or products that the User may wish to obtain from Sabi Sabi.
- 3.4 The User's Information that is required by Sabi Sabi's sub-contractors to give effect to transactions that the User chooses to enter into with Sabi Sabi, will be shared with the relevant sub-contractor(s), and the User specifically consents thereto.

4 PROMOTIONAL INFORMATION

- 4.1 Sabi Sabi aspires to provide first-class services to its Users, which necessitates Sabi Sabi providing information to the User regarding new services.
- 4.2 In each instance, the User will be provided an opportunity to opt-out of such information circulars.

5 BUSINESS TRANSFERS

Sabi Sabi may enter into business arrangements whereby its User (customer) base is one of its more valued assets. In such an event, and to the extent permitted by law, the User (customer) Information will be one of the transferable assets.

6 LAWFUL PURPOSES

When Sabi Sabi is served with due legal process requiring the delivery of Personal Information, it has the legal duty to abide by that demand and will do so. Sabi Sabi may also impart Personal Information if permitted or required to do so by law.

7 SURVEYS AND STATISTICAL PROFILES

- 7.1 Sabi Sabi understands that efficiency and customer care translates to good service.
- 7.2 Sabi Sabi may periodically conduct online customer care surveys to facilitate the updating of service standards.
- 7.3 When it conducts a survey, Sabi Sabi will inform the User how the information gathered will be used, and will provide the User with the opportunity to opt-out from such surveys.
- 7.4 Notwithstanding the foregoing, Sabi Sabi may choose to use the Personal Information to compile profiles for statistical purposes and may choose to trade with such profiles and statistical data, as long as the profiles or statistical data cannot be linked to any specific data subject, including the User, by a third party.
- 7.5 The Website may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Website, and understanding how visitors use the Website. Cookies can also help customize the Website for visitors. Personal information cannot be collected via cookies and other tracking technology; however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

8 STORAGE

Personal Information will be stored for as long as it is used and for a period of one year thereafter, together with a record of the Personal Information and the specific purposes it was collected for. Personal Information will be destroyed once it has become obsolete.

9 INTERCEPTION

Subject to the Regulation of Interception of Communications Act ("RICA"), Act no 70 of 2002, the User agrees that Sabi Sabi may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to Sabi Sabi. The User agrees that his or her consent satisfies the requirements of ECTA and RICA to constitute consent in "writing", as defined in the aforementioned acts.