

WILD CARD PROGRAMME GENERAL TERMS AND CONDITIONS OF USE

1 INTERPRETATION

1.1 In these General Terms and Conditions –

- 1.1.1 “the/this Agreement” means the membership conditions (as published on the *Wild Websites*) and these General Terms and Conditions;
 - 1.1.2 “Applicant” means a person who applies for membership under the *Wild Card Programme*;
 - 1.1.3 “Application” means the process completed and submitted by the Applicant, in order to become a *Wild Card Member*;
 - 1.1.4 “Business Day” means any day which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa;
 - 1.1.5 “*Wild Card Member*” means an Applicant whose application has been successful and who has been issued with and is the holder of a valid *Wild Card* or *Wild Card* confirmation letter and “Member” has a corresponding meaning;
 - 1.1.6 “*Wild Card Member’s Profile*” means the record of member details maintained from time to time by SANParks in which a *Wild Card Member’s* contact and usage details are recorded, updated, stored and adjusted which will be determined in future phases of the *Wild Card Programme*;
 - 1.1.7 “Benefits” means benefits offered by the *Wild Card Programme* to *Wild Card Members*, these may change from time to time and are applicable to the type of membership purchased;
 - 1.1.8 “Eligible Product(s)” means those products and services included from time to time by SANParks in the *Wild Card Programme* at its sole and absolute discretion (and if applicable, included subject to such terms and conditions. In addition to these General Terms and Conditions, determined by SANParks in its sole and absolute discretion) to earn Benefits in the *Wild Card Programme*; which Benefits will be determined in future phases of the *Wild Card Programme*;
 - 1.1.9 “General Terms and Conditions” means the terms and conditions stipulated in this document, as amended from time to time according to SANParks’ sole and absolute discretion;
 - 1.1.10 “SANParks” means South African National Parks who owns and manages the *Wild Card Programme*;
 - 1.1.11 “Unlimited Access” means free access with unlimited frequency for the *Wild Card* member to the national parks and reserves within the cluster for which the *Wild Card* was purchased, for 365 days from date of purchase. This access is subject to individual park rules, tourist density limits and availability. It excludes identified activities, in particular, in open access Parks, and is subject to change;
 - 1.1.12 “*Wild Card*” means the membership card(s) displaying the *Wild* logo and *Wild Card* membership number, and in the initial phase of the *Wild Card Programme*, the word “Earth” issued to *Wild Card Members*, by SANParks and *Wild Card Partners*;
 - 1.1.13 “*Wild Magazine*” means the publication, both in print and electronic format of *Wild Card Programme* related content regarding conservation, *Wild Card Partners*, sponsors and advertised products and services authorised from time to time by SANParks;
 - 1.1.14 “*Wild Card Programme*” means a conservation and tourism related access and loyalty programme, owned and managed by SANParks in association with contracted Partners, including Cape Nature, Ezemvelo KZN Wildlife, Msinsi Holdings and Big Game Parks of Swaziland;
 - 1.1.15 “*Wild Card Programme Conditions*” means this Agreement and the Partner Agreement;
 - 1.1.16 “*Wild Website*” means the website/s owned and/or operated by SANParks and its appointed service providers located at www.wildcard.co.za and www.sanparks.org/wildcard/, including any page, part or element thereof, and “Website” will have a corresponding meaning;
 - 1.1.17 “Parties” means collectively or any one of SANParks, *Wild Card Partners* and the *Wild Card Member*, as the context may indicate, and “Party” shall have a corresponding meaning;
 - 1.1.18 “Partner” means *Wild Card Partner* - any person who, subject to a valid contract between SANParks and that person, offers its products and/or services to *Wild Card Members*;
 - 1.1.19 “Partner Agreement(s)” means collectively or any of the contracts referred to in 1.1.17, as the context may indicate;
 - 1.1.20 “Cluster membership” means membership applicable to the cluster purchased by the *Wild Card Member*;
 - 1.1.21 “Third Party Products” means products supplied or manufactured by *Wild Card Partners* or any other company besides SANParks;
 - 1.1.22 “RSS (Really Simple Syndication) feeds” means the format in which the web (in this case *Wild Website*) distributes content;
- 1.2 Any reference to –
- 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 natural persons includes juristic persons and vice versa;
 - 1.2.3 any one sex or gender includes the other sexes or genders, as the case may be;
 - 1.2.4 any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment or legislative measure of government (including local or provincial government) statutory or regulatory body which has

- the force of law means the relevant enactment or legislative measure as at the date of signature of this agreement and as amended or re-enacted from time to time;
- 1.2.5 a party includes a reference to that party's successors in title and assigns allowed at law;
- 1.2.6 "including" (or words of similar meaning) means to include without limitation, and if the expression is used with reference to specific examples the "eiusdem generis" rule shall not apply;
- 1.2.7 "law" means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law;
- 1.2.8 "person" means any person, company, close corporation, trust, partnership or other entity whether or not having separate legal personality;
- 1.2.9 "writing" (or words of similar meaning) means legible writing and in English and excludes any form of electronic communication contemplated in the Electronic Communications and Transactions Act, 25 of 2002.
- 1.3 The words "shall" and "will" and "must" used in the context of any obligation or restriction imposed on a party have the same meaning.
- 1.4 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.5 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.6 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to that provision as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in the interpretation clause.
- 1.7 If any period is referred to in this Agreement by way of a reference to a number of days or weeks or months or other intervals, the period shall be reckoned exclusively of the first (1st) day and inclusively of the last day of the relevant interval, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding Business Day.
- 1.8 If the due date for performance of any obligation in terms of this Agreement is a day which is not a Business Day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately preceding Business Day.
- 1.9 If any obligation or act is required to be performed on a particular day it shall be performed (unless otherwise stipulated) by 16h00 (local time at the place where the obligation or act is required to be performed) on that day.
- 1.10 If amounts or figures are specified in numerals and in words and if there is any discrepancy between the numerals and the words then the words shall apply.
- 1.11 No provision of this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (stipulatio alteri) who is not a Party.
- 1.12 The rule of construction that this Agreement shall be interpreted against the Party responsible for the drafting of this Agreement, shall not apply.
- 1.13 The use of any expression which is relevant to a process available under South African law (including "liquidation", "winding-up", "insolvency" and "judicial management") shall, if any Party is subject to the laws of any other jurisdiction, be interpreted as to include any equivalent or similar process under the law of that other jurisdiction.

2 GENERAL TERMS AND CONDITIONS

- 2.1 Participation in the *Wild Card* Programme is subject to the *Wild Card* Programme Conditions.
- 2.2 Every *Wild Card* Member is subject to these General Terms and Conditions and by participating in the *Wild Card* Programme, the *Wild Card* Member agrees that he/she has (and shall be deemed to have) read, understood and unconditionally accepted the General Terms and Conditions when using his/her *Wild Card* or *Wild Card* confirmation letters.
- 2.3 SANParks reserves the right to change, modify, add to or remove any provision of the General Terms and Conditions without notice. It is the Applicant's responsibility to periodically check these General Terms and Conditions, as published from time to time. The continued use of the *Wild Card* following the posting of changes or updates will be considered notice of the Member's acceptance to abide by and be bound by these General Terms and Conditions.

3 ELIGIBILITY OF MEMBERSHIP

- 3.1 Applicants have to complete the Application process, directly with SANParks, *Wild Card* Partners, or on the *Wild Card* Website, to become *Wild Card* Members.
- 3.2 Applicants will have to pay a membership fee applicable to the cluster purchased, during the Application process to become *Wild Card* Members.
- 3.3 Each *Wild Card* Member will receive a membership number for the *Wild Card* Programme.
- 3.4 Membership of the *Wild Card* Programme is only available to natural persons of 18 years of age and older, unless otherwise determined in writing by SANParks.
- 3.5 Local Membership of the *Wild Card* Programme is open to South African citizens as well as SADC nationals, or holders of a valid South African Residency/Work Permit, otherwise International Membership applies.

- 3.6 Family Type Membership requires Child Dependents to be under the age of eighteen (18);
- 3.7 Membership to the *Wild Card* Programme is offered at the sole discretion of SANParks and SANParks may accept or reject any application for membership or suspend or terminate any *Wild Card* Member's membership without any prior notice to that effect being required.
- 3.8 Membership will be established in the *Wild Card* Member's personal capacity and name as it appears on the *Wild Card* Member's valid national identification document and/or passport. Only such *Wild Card* Member may have access to the *Wild Card* Programme against his/her membership number;
- 3.9 *Wild Card* Members are responsible for advising SANParks of correct and accurate information. *Wild Card* Members must advise SANParks of any change in membership details as soon as practicable after the change and submit such changes to the *Wild Card* contact centre either telephonically or in writing, including the membership number and/or ID/passport number in order to ensure that the changes are applied to the correct *Wild Card* Member's Profile.
- 3.10 All personal information relating to a *Wild Card* Member will be dealt with in accordance with the privacy policy set out in Clause 9 below.

4 WILD CARD PARTNERS

- 4.1 Acceptance of these General Terms and Conditions by a *Wild Card* Member includes acceptance that SANParks and *Wild Card* Partners have contractual agreements.
- 4.2 If the terms of these contractual agreements change at any time, SANParks may similarly vary these General Terms and Conditions applicable to *Wild Card* Members. By continued participation in the *Wild Card* Programme after such changes, the *Wild Card* Member agrees to be bound by these General Terms and Conditions.
- 4.3 SANParks may, in its sole and absolute discretion, add or remove Partners from the *Wild Card* Programme at any time without any notice being required. In the event that a *Wild Card* Partner is removed from the *Wild Card* Programme for whatever reason, the *Wild Card* Member will not retain any Benefits for that *Wild Card* Partner. SANParks shall endeavour to replace such *Wild Card* Partner with a new *Wild Card* Partner providing similar products and/or services.
- 4.4 Redeeming Benefits on Eligible Products will be subject to the relevant *Wild Card* Partner's conditions of purchase. All returns and refunds of products and/or services purchased with the *Wild Card* will be subject to the relevant *Wild Card* Partner's returns and refunds policy.
- 4.5 SANParks shall not be responsible for the failure of Partners to provide any products and/or services.
- 4.6 *Wild Card* Members shall have no rights against SANParks if a Partner breaches its contractual obligations to SANParks, or refuses to redeem or grant a *Wild Card* Member any Benefits. SANParks will only provide *Wild Card* Members with benefits supplied by a *Wild Card* Partner, if the applicable *Wild Card* Partner acknowledges that such is due to the *Wild Card* Member.
- 4.7 Should *Wild Card* Partner agreements terminate for any reason whatsoever; SANParks will no longer be liable to supply the *Wild Card* Member with that specific *Wild Card* Partner's benefits.
- 4.8 SANParks has been authorised by the *Wild Card* Partners to collect and distribute fees applicable to the *Wild Card* Programme.

5 PROMOTIONS

- 5.1 SANParks shall from time to time host promotions, draws and competitions for the benefit of *Wild Card* Members.
- 5.2 Details of these promotions will be communicated to *Wild Card* Members. *Wild Card* Members may in writing to SANParks opt out of these communications or, in the case of electronic media, by following the given details on how to opt out.
- 5.3 All promotions shall be governed by the *Wild Card* Programme Conditions; unless they conflict with the specific terms and conditions of such promotion in which case the latter terms and conditions shall prevail.

6 WILD WEBSITE

- 6.1 Website Terms and Conditions of Use relating to www.wildcard.co.za or *Wild* Partners' websites:
 - 6.1.1 *Wild Card* Members are responsible for keeping their passwords, pin code and account information confidential and must not disclose these to third parties.
 - 6.1.2 These General Terms and Conditions govern the use of the *Wild* (Provider) Website located at the domain name www.wildcard.co.za.
 - 6.1.3 By accessing and using the Website, the user agrees to be bound by these General Terms and Conditions.
 - 6.1.4 The user may not access, display, use, download, and/or otherwise copy or distribute any content obtained on the Website for marketing and other purposes without the consent of SANParks.

7 E-COMMERCE & PRIVACY

- 7.1 The *Wild* Websites sell authorised *Wild Card* Eligible products. The private information required for executing the orders placed through the e-commerce facility, namely the user's personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by SANParks or its appointed service provider and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product.

- 7.2 The provider undertakes that it has taken all reasonable precautions to secure the credit card processing that is carried out to receive payment for goods sold. The provider cannot be held responsible for security breaches occurring on the user's electronic device (personal computer or other electronic device used to browse the website), which may result due to the lack of adequate virus protection software or spyware that the user may inadvertently have installed on his/her device.
- 7.3 The provider will supply all goods to the delivery company in good order. The provider will not be held liable for the condition of goods arriving at the user's chosen delivery address.
- 7.4 Any complaints regarding the standard and quality of the product or products bought by consumers through the e-commerce facility should be directed to the *Wild Card* Programme Manager at: wildcard@sanparks.org.

8 LOST OR DAMAGED CARDS AND REPLACEMENT CARDS

- 8.1 If lost, stolen or damaged, a *Wild Card* may be replaced at SANParks' discretion, at the *Wild Card* Member's cost and subject to a replacement fee as determined from time to time by SANParks.
- 8.2 *Wild Card* Members are responsible for informing SANParks of the lost, damaged or stolen *Wild Card*.
- 8.3 SANParks will not be liable for any loss or damage to a *Wild Card* Member resulting from the loss or misuse of a lost *Wild Card*.

9 PRIVACY POLICY

- 9.1 SANParks shall take all reasonable steps to protect and secure membership information.
- 9.2 SANParks may share personal membership information with Partners for marketing/commercial reasons.
- 9.3 A SANParks may disclose personal membership information if required by law or to protect the safety, rights or property of SANParks, a *Wild Card* Partner or Member or the public.
- 9.4 *Wild Card* Members may in writing to SANParks or in the case of electronic media, by following the given details on how to opt out, indicate if they do not wish their information to be shared with Partners for marketing purposes or if they do not wish to receive communications for marketing or commercial purposes.
- 9.5 SANParks may monitor and record all calls and other interaction with a *Wild Card* Member.

10 DEATH OF WILD CARD MEMBER

- 10.1 SANParks (*Wild Card* Programme Office) must be informed of the *Wild Card* Member's death.
- 10.2 Application for transfer of benefits must be submitted to the *Wild Card* Programme Office in writing, for review and transfer at SANParks discretion.

11 LIMITATION OF LIABILITY

- 11.1 The *Wild Card* Member shall not have any claim whatsoever against SANParks for loss or damage that may occur as a result of participating in the *Wild Card* Programme, including but not limited to the suspension, withdrawal, cancellation or termination of the *Wild Card* Programme.
- 11.2 Without limiting the generality of Clause 11.1, the *Wild Card* Member shall not have any claim against SANParks for any disputes arising between the *Wild Card* Member and a *Wild Card* Partner regarding the purchase and/or use of any goods and/or services provided through the *Wild Card* Programme. Any such dispute must be settled between the *Wild Card* Member and the *Wild Card* Partner directly.
- 11.3 SANParks will not assume responsibility to the *Wild Card* Member for any indirect, consequential or special damages, howsoever caused, whether arising from any act or omission of SANParks, or any third party for whose conduct or action SANParks is vicariously responsible.

12 NO AGENCY

- 12.1 SANParks is not an agent or representative of the Partner and SANParks gives and/or makes no warranties, representation or undertakings on the goods and/or services offered for sale by a Partner. In particular, SANParks provides and/or makes no warranty, representation or undertaking with respect to the quality of goods and/or services, whether the same constitute Third Party Products or not, or their suitability for any purpose.
- 12.2 *Wild Card* Members must direct any inquiry or complaint regarding the quality, use, or repair of Third Party Products to the supplier or manufacturer of the product or the *Wild Card* Partner.

13 TERMINATION OF MEMBERSHIP

- 13.1 SANParks reserves the right in its sole discretion to suspend or terminate a *Wild Card* Member's further participation in the *Wild Card* Programme at any time to qualify or cancel all Benefits if in SANParks' sole judgment, such *Wild Card* Member breached any of these General Terms and Conditions, or if the *Wild Card* Member's estate is sequestered or placed under administration, whether provisionally or finally, or if the *Wild Card* Member commits an act of insolvency as contemplated in the Insolvency Act 1934, or if the *Wild Card* Member in the reasonable opinion of SANParks commits any act of dishonesty (including, but not limited to fraudulent acts) in relation to the *Wild Card* Programme, or any act that in the reasonable opinion of SANParks would or could have a detrimental and/ or adverse effect on the name and goodwill of SANParks, its Partners and management, and their respective subsidiaries.

- 13.2 A *Wild Card* Member may elect to voluntarily terminate his/her participation in the *Wild Card* Programme on at least thirty (30) days prior written notice to SANParks.
- 13.3 If SANParks elects to exercise its rights to terminate under Clause 13.1 above or if a *Wild Card* Member elects to voluntarily terminate his/her participation in the *Wild Card* Programme, Benefits to the *Wild Card* Member will cease at point of termination.

14 CESSION

- 14.1 A *Wild Card* Member may not cede, assign, delegate or otherwise transfer, as the case may be, its rights or obligations under this Agreement, including by means of any option or encumbrance.
- 14.2 SANParks may cede, assign or transfer any of its rights or obligations under this Agreement.

15 NO REPRESENTATIONS OR WARRANTIES

- 15.1 SANParks neither gives nor makes any undertaking, warranty or representation to the *Wild Card* Member, save for those undertakings, warranties or representation expressly recorded in this Agreement.
- 15.2 *Wild Card* Members may not rely on any representation or term, whether express, understood or implied, which allegedly induced them to become a *Wild Card* Member or participate in the *Wild Card* Programme, unless such representation is recorded in writing and signed by a duly authorised representative on behalf of SANParks.
- 15.3 *Wild Card* Partners do not have authority to make any representation, warranty or statement on behalf of SANParks and SANParks accepts no responsibility in respect of such representations, warranties or statements on behalf of *Wild Card* Partners. SANParks does not have authority to make any representation, warranty or statement on behalf of a Partner.

16 NOTICES AND DOMICILIA

- 16.1 The Parties choose as their domicilia citandi et executandi their respective addresses (or at such other address in Southern Africa of which the Party concerned may notify the others in writing provided that no street address mentioned therein shall be changed to a post office box or poste restante) for all purposes arising out of or in connection with this Agreement at which addresses all processes and notices arising out of or in connection with this Agreement, its breach or termination may validly be served upon or delivered to the Parties.
- 16.2 Any notice given in terms of this Agreement shall be in writing and shall:
- 16.2.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
- 16.2.2 if posted by prepaid registered post is deemed to have been received by the addressee on the eighth (8th) day following the date of such posting;
- 16.2.3 if transmitted by facsimile be deemed to have been received by the addressee on the day following the date of dispatch, unless the contrary is proved.
- 16.3 Notwithstanding anything to the contrary contained or implied in this Agreement, a written notice or communication actually received by one of the Parties from another including by way of facsimile transmission shall be adequate written notice or communication to such Party.

17 NEW LAWS AND INABILITY TO PERFORM

- 17.1 If any law comes into operation subsequent to the acceptance of this Agreement by using a *Wild Card*, which law affects any aspect or matter or issue contained in this Agreement, the parties undertake to enter into negotiations in good faith regarding a variation of this Agreement in order to ensure that neither this Agreement nor its implementation constitutes a contravention of such law.
- 17.2 If either Party is prevented from performing any of its obligations in terms of this Agreement as a result of any existing or new law or as a result of any event beyond its reasonable control whether or not foreseeable, including general power failures, breakdown of telecommunication networks or computers, political intervention, imposition of sanctions, riot or insurrection, it shall not be liable for any failure to perform its obligations under this Agreement while such event persists and shall have the right (unless such event has or is likely to persist for a period not exceeding 30 (thirty) days) to terminate this Agreement at any time after the intervention of or becoming aware of such event.
- 17.3 If this Agreement is terminated by either Party in accordance with the provisions of this clause neither Party shall have any claim or obligation in respect of any loss suffered or damages incurred as a result of such cancellation.

18 GENERAL

- 18.1 SANParks reserves the right to modify or suspend the *Wild Card* Programme, or any aspect thereof, without notice; and/or cancel the *Wild Card* Programme in its entirety with 14 (fourteen) days prior notice.
- 18.2 SANParks shall be entitled at any time to amend or revise any of these General Terms and Conditions.
- 18.3 No addition to or variation, consensual cancellation or novation of the Agreement and no waiver of any right arising from the Agreement or its breach or termination shall be of any force and effect, unless reduced to writing and signed by SANParks.
- 18.4 Any waiver, indulgence, relaxation or extension of time of any of these General Terms and Conditions will be effective only in the specific instance and reduced to writing and signed by SANParks.

- 18.5 This Agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.
- 18.6 This Agreement constitutes the whole agreement between the Parties as to the subject matter hereof and no agreements, representations or warranties between the Parties other than those set out herein are binding on the Parties.
- 18.7 Without limiting the right of SANParks to institute proceedings within a Magistrate Court having jurisdiction, the Parties submit to the jurisdiction of the High Court of South Africa (Pretoria), in any dispute arising from or in connection with this Agreement.
- 18.8 No latitude, extension of time or other indulgence which may be given or allowed by either Party to any other Party in respect of the performance of any obligation hereunder or the enforcement of any right arising from this Agreement and no single or partial exercise of any right by any Party shall under any circumstances be construed to be an implied consent by such Party or operate as a waiver or a novation of, or otherwise affect any of that Party's rights in terms of or arising from this Agreement or stop such Party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof.
- 18.9 Each and every provision of this Agreement (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) shall be deemed to be separate and severable from the remaining provisions of this Agreement. If any of the provisions of this Agreement (excluding only those provisions which are essential at law for a valid and binding Agreement to be constituted) is found by any court of competent jurisdiction to be invalid and/or unenforceable then, notwithstanding such invalidity and/or unenforceability, the remaining provisions of this Agreement shall be and remain of full force and effect, provided that the substratum of the Agreement is not substantially affected.
- 18.10 The Benefits of the *Wild Card* Programme will be determined in future phases of the *Wild Card* Programme, and will be regarded as an addition to this Agreement.
- 18.11 The expiration, cancellation or other termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.
- 18.12 The *Wild Card* Member hereby acknowledges and agrees that all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances.

19 VAT

- 19.1 The fees charged for membership of this Programme will attract VAT in accordance to South African standard VAT rate.
- 19.2 VAT is thus applicable to Cluster membership, or a portion of such Cluster Membership for *Wild Card* Partners who are VAT registered.

20 PAYMENT TERMS AND CONDITIONS

- 20.1 Confidentiality
- 20.1.1 SANParks shall not disclose credit card details or personal information to any party save for as contemplated in Clause 8 above and unless obliged to do so in terms of any applicable law.
- 20.2 Security Policy
- 20.2.1 www.wildcard.co.za and www.sanparks.org are secured by SANParks appointed information technology security service providers, in order to process on-line purchases.
- 20.2.2 SANParks shall not be liable for unauthorized charges on *Wild Card* Member credit cards should your credit card company hold you liable for any or all purchases made on www.wildcard.co.za or through any of the *Wild Card* Partner websites.
- 20.3 Clause 19 refers to credit card payments only. No electronic funds transfer (EFT) payments will be accepted for *Wild Card* Membership. Cash and credit card payments will be accepted at certain *Wild Card* Partner outlets.
- 20.4 Credit Cards accepted by the *Wild Card* Programme and *Wild Card* Partners include Master and Visa cards and may change from time to time.
- 20.5 Please keep any Pin Code and/or Authorisation Code secret, as you are entirely responsible if you do not maintain their confidentiality.
- 20.6 By transacting online, you acknowledge that you have read, understood and agree to be bound by our Terms and Conditions.
- 20.7 SANParks will not be liable to you for any loss or damage arising from transacting online.

21 REFUND POLICY

- 21.1 All refund requests must be submitted within fourteen (14) days of the payment being made provided the *Wild Card* has not been issued, used for any accesses or any other benefits like receiving the *Wild* magazine.
- 21.2 For refund requests, prior to *Wild Card* issue, proof of payment must be provided.
- 21.3 Payment of a refund will be done within 30 days after approval and will be subject to an administration fee. For more information, refer to SANParks refund policy, which will be provided upon request.

22 DELIVERY POLICY

- 22.1 *Wild Cards* will only be issued upon successful completion and update of all required membership details, as requested at the point of purchase, excluding purchases completed directly on the relevant Websites.
- 22.2 All *Wild Cards* purchased with require confirmation of Applicant's postal and contact information, and cards will be posted to the Applicant by registered mail.
- 22.3 The onus of responsibility regarding the correctness of the Applicant's details rests with the Applicant. *Wild Card* replacement due to incorrect postage will be subject to an applicable fee.

23 INTELLECTUAL PROPERTY RIGHTS

- 23.1 SANParks reserves the right to make any changes to *Wild Card* Programme Websites and communications, the content, or to products and/or services offered through the Website at any time and without notice.
- 23.2 All rights in and to the content is reserved and retained by the *Wild Card* Programme.
- 23.3 Except as specified in these General Terms and Conditions, the Website User, Applicant, Member or *Wild Card* Partner, is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the content, unless permission is granted in writing by SANParks.

24 LIMITED LICENSE TO GENERAL USERS

- 24.1 This Website and the contents may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of SANParks unless offered as a RSS feed in which case the content in its entirety must be used and recognition given back to the *Wild Card* Programme. The license does not allow the user to collect product or service listings, descriptions or other information displayed on the relevant Websites, and does not allow any derivative use of this these Websites or the content for the benefit of another merchant. The user may not frame nor use framing technologies to enclose the Website or the content nor any part thereof without the express written consent of SANParks.
- 24.2 SANParks and the *Wild Card* Partners, their affiliates or subsidiaries reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.
- 24.3 Any unauthorised use terminates this license.

25 CHOICE OF LAW

- 25.1 This Website is controlled, operated and administered by SANParks from its offices within the Republic of South Africa.
- 25.2 Access to the *Wild Card* Programme Websites from territories or countries where the content or purchase of the Products sold on the Website is illegal, is prohibited.
- 25.3 The user may not use these Websites in violation of South African export laws and regulations.
- 25.4 If the user accesses these Websites from locations outside of South Africa, that user is responsible for compliance with all local laws.
- 25.5 These General Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the user consents to the jurisdiction of the North Gauteng High Court (Pretoria), in the event of any dispute.
- 25.6 If any of the provisions of these General Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these General Terms and Conditions, and the remainder of these General Terms and Conditions shall continue in full force and effect.
- 25.7 These General Terms and Conditions constitute the entire agreement between SANParks and the user, Applicant and/or Member, with regard to the use of the content and this Website.

26 CONTACT INFORMATION / DOMCILIUM CITANDI ET EXECUTANDI

- 26.1 If you have any questions, queries or wish to request permission to use any part of *Wild Card* Programme Websites, please contact us at: *Wild Card* Programme Office; South African National Parks; Box 787; Pretoria; 0001; Or at: wildcard@sanparks.org

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