



PRIVACY AND SECURITY POLICY

1. DEFINITIONS

1.1. Unless inconsistent with the context, the words and expressions set forth below shall bear the following meanings and similar expressions shall bear corresponding meanings:

1.1.1. “**Booking**” shall mean a reservation by the Guest for a visit to Sanparks

1.1.2. “**Constitution**” shall mean the constitution of the Republic of South Africa, Act 108 of 1996

1.1.3. “**Guest**” shall mean a person who has made a Booking at Sanparks

1.1.4. “**Policy**” shall mean this privacy and secrecy policy

1.1.5. “**Parties**” shall mean the Guest and Sanparks and “**Party**” shall, as the context requires, be a reference to any one or combination of them

1.1.6. “**Personal Information**” shall mean personal information as defined in the Electronic Communications and Transaction Act, 2002

1.1.7. “**Sanparks**” shall mean the South African National Parks, a statutory body established in terms of the National Parks Act, Act, 1926

1.1.8. “**Web Site**” shall mean Sanparks’ web site, being www.sanparks.org

1.2. Unless inconsistent with the context or save where the contrary is stated:

1.2.1. any reference in this Policy to an enactment is to that enactment as at the Signature Date and as amended or re-enacted from time to time;

1.2.2. no provision of this Policy constitutes a stipulation for the benefit of any person who is not a Party to this Policy;

1.2.3. references to day/s, month/s or year/s shall be construed as Gregorian calendar day/s, month/s or year/s.

1.2.4. Unless inconsistent with the context, an expression which denotes:

- 1.2.5. any one gender includes the other genders;
- 1.2.6. the singular includes the plural and vice versa.
- 1.2.7. Where any term is defined within the context of any particular clause in this Policy, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of this Policy, notwithstanding that that term has not been defined in this clause¹.
- 1.2.8. This Policy shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, permitted assigns or liquidators of the Parties as fully and effectually as if they had signed this Policy in the first instance and reference to any Party shall be deemed to include such Party's estate, heirs, executors, administrators, trustees, permitted assigns or liquidators, as the case may be.
- 1.2.9. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

2. **PRIVACY AND SECURITY**

- 2.1. For the purposes of concluding a Booking on the Web Site, Sanparks shall request some Personal Information from the Guest.
- 2.2. Sanparks respects the rights of the Guest to privacy and human dignity in accordance with the Constitution. Therefore, Sanparks undertakes not to interfere with any of those rights unless required to do so by law.
- 2.3. All Personal Information requested by Sanparks is necessary for the lawful purpose for which the Personal Information is required and no additional information will be requested by Sanparks.
- 2.4. All Personal Information requested shall not in any way be used by Sanparks for any other purpose other than for the purpose of effecting the Booking, unless such other use is required by law.
- 2.5. Personal Information collected by Sanparks is stored in a secure environment and is not available to any third party. Sanparks shall not disclose any of the Personal Information held by it to any third party unless required to do so by law, or to the extent necessary for purposes of concluding the Booking.
- 2.6. Should Sanparks disclose any information to a third party as set out above, Sanparks shall keep a record of any such third party to whom the Personal Information was disclosed and of the date on which and the purpose for which it was disclosed for a period of 6 month and shall inform the Guest of such disclosure.

- 2.7. All Personal Information which has become obsolete, in the sole and absolute discretion of Sanparks, shall be deleted by Sanparks from its records and/ or destroyed.
- 2.8. Sanparks shall not sell, rent or trade any Personal Information to third parties for any purposes whatsoever.
- 2.9. To ensure that your information remains secure, Sanparks uses encryption technology in the form of Secure Socket Layer provided by Thawte to transmit information between you and Sanparks.

