

**100th Anniversary
Terms and Conditions ("T's&C's")**

1. Definitions

In these T's&C's, unless the context indicates otherwise:

- 1.1 **"Annexe"** means any annexe attached to the T's&C's;
- 1.2 **"Applicable Laws"** means all relevant legislation, statutes, regulations, directives, orders, notices, promulgations and other decrees of any authority in the Republic of South Africa and any country or region of the Territory, which have force of law or which it would be an offence not to obey, each as amended, replaced, re-enacted, restated or re-interpreted from time to time;
- 1.3 **"Brand Guidelines"** means SANParks' guidelines prescribing the permitted form and manner in which the SANParks IP may be used, as detailed in Annexe B, including any amendments or additions notified in writing by a duly authorised representative of SANParks to You from time to time;
- 1.4 **"Effective Date"** means the date on which You accept these T's&C's and/or the date on which these T's&C's are made available on the SANParks Website, whichever is earliest and You or any third party uses SANParks IP;
- 1.5 **"Event"** means any physical, digital or virtual non-commercial functions, events, parties, fundraisers, and social media campaigns and/or community gatherings organised by You related, whether directly or indirectly, to the Purpose.
- 1.6 **"Intellectual Property"** means any and all worldwide registered and unregistered intellectual property rights, including, but not limited to: (i) invention rights and invention disclosures (whether or not patentable or reduced to practice); (ii) patent applications and registrations; (iii) design rights, design applications and registrations; (iv) trade mark applications and registrations; (v) domain names, internet websites and web content; (vi) copyright; (vii) databases and data collections; (viii) software; (ix) know-how and trade secrets; (x) all applications, registrations, and renewals in connection with any of the foregoing; (xi) all copies and tangible embodiments of the foregoing, in each instance in whatever form or medium; and (xii) all rights of a similar nature capable of protection anywhere in the world; and **"Intellectual Property Rights"** shall have a corresponding meaning;

- 1.7 **"KNP"** means Kruger National Park, a national park managed by SANParks;
- 1.8 **"Non-Commercial Use"** means use of the SANParks IP for an Event and/or in relation to the Purpose and expressly excludes any use intended to generate revenue, commercial benefit, goodwill, brand association, sponsorship value, advertising value, marketing value, or any direct or indirect financial gain for You;
- 1.9 **"Purpose"** means the celebration of the 100th anniversary of the proclamation of the KNP;
- 1.10 **"South African National Parks/SANParks"** means a statutory body with juristic personality established in terms of section 5 of the now repealed National Parks Act 57 of 1976 (**"the Act"**) and which continues to exist in terms of section 54 of the National Environmental Management: Protected Areas Act 57 of 2003, as amended;
- 1.11 **"SANParks Intellectual Property/IP"** means the Intellectual Property owned by SANParks which subsists in, underlies and/or relates to SANParks and KNP, some of which is detailed in Annexe A;
- 1.12 **"SANParks nominated person"** means Ms Thabile Kgapola; thabile.kgapola@sanparks.org;
- 1.13 **"T's&C's"** means these terms and conditions including the Annexes;
- 1.14 **"Territory"** means the Republic of South Africa; and
- 1.15 **"Website"** means the website of SANParks, at www.sanparks.org, or any other domain name and website used by SANParks in relation to KNP.

2. Recordal

- 2.1 SANParks is a South African government conservation authority responsible for protecting, managing and promoting South Africa's system of national parks and protected areas, including but not limited to KNP.
- 2.2 KNP was officially proclaimed under the Act as a national park on 31 May 1926. The year 2026 therefore marks the 100th anniversary of the proclamation of the KNP.
- 2.3 SANParks is the sole owner of the SANParks IP.

2.4 SANParks acknowledges that third parties, including you ("**You/ Your**"), wish to use the SANParks IP in relation to an Event and/or for the Purpose. SANParks is prepared to grant such a licence for such use strictly in accordance with the terms and conditions set out herein.

3. **Commencement and duration**

The T's&C's will commence on the Effective Date and shall continue until the earlier of: (i) the date of completion of the last of the Events; or (ii) 31 December 2026, unless terminated earlier in accordance with the T's&C's ("**Term**").

4. **Grant**

4.1 With effect from the Effective Date, SANParks grants You a revocable, limited, royalty-free, non-exclusive, non-transferable, non-sublicensable right and Non-Commercial Use licence to:

4.1.1 use the SANParks IP in the Territory for the Term, solely in relation to, an Event(s) and/or the Purpose; and

4.1.2 produce marketing and/or promotional materials (whether physical or electronic) in relation to an Event(s) and/or the Purpose

(the "**Licence**").

4.2 You hereby accept the Licence granted to You.

4.3 SANParks shall be entitled, in its sole and absolute discretion, to refuse, suspend or withdraw the Licence at any time upon written notice, with immediate effect. Without limiting the generality of the foregoing, SANParks may terminate the Licence immediately in the event of any breach of these T's&C's or where, in SANParks reasonable opinion, Your conduct or the use of the SANParks IP is likely to cause reputational harm to SANParks and/or SANParks IP.

4.4 On termination or expiry of the Licence and/or the T's&C's, You will:

4.4.1 immediately discontinue all use of the SANParks IP;

4.4.2 destroy all materials and documentation in Your possession and/or under Your control that incorporates any of the SANParks IP; and

4.4.3 notify SANParks in writing that You have ceased all use of the SANParks IP.

5. **Proprietary Rights**

You acknowledge that:

- 5.1 the SANParks IP is owned by SANParks;
- 5.2 unless otherwise expressly provided for in these T's&C's, You shall acquire no rights in the SANParks IP; and
- 5.3 Your use of the SANParks IP shall be exclusively for the benefit of SANParks.

6. **Undertakings and Restrictions**

- 6.1 Your appointment is personal to You and You may not cede or assign or sublicense any of Your rights or obligations under these T's&C's to any person without the prior written consent of a duly authorised representative of SANParks, which consent may be withheld in SANParks' sole discretion.
- 6.2 You will not use the SANParks IP otherwise than as permitted by these T's&C's.
- 6.3 You will not use or permit the use of the SANParks IP outside the Territory and, if it is proved on a balance of probabilities that You have wilfully breached this term, these T's&C's shall be deemed to automatically terminate with effect from the date of such breach.
- 6.4 You will strictly comply with the Brand Guidelines including all specifications, standards, directions and guidelines relating to the use of the SANParks IP.
- 6.5 You will not alter, adapt, abbreviate, shorten, modify, animate, or morph the SANParks IP in any way.
- 6.6 You will not use the SANParks IP next to Your own name or the name of Your products or services.
- 6.7 You will not combine any SANParks IP with any other letters, numbers, words or any designs or logos.
- 6.8 You may not use the SANParks IP less prominently than Your own name or that of Your products or services.

- 6.9 You may not use the SANParks IP in a way that is not visually distinguishable from Your own name or Your products or services.
- 6.10 You will not in any way hold Yourself out as a representative, agent or employee of SANParks.
- 6.11 You shall not incur any liability on behalf of SANParks or in any way pledge or purport to pledge the credit of SANParks, and You hereby indemnify SANParks against any loss or damage it may sustain pursuant to a breach of the provisions of this clause.
- 6.12 You shall comply with all Applicable Laws, regulations, industry or other authority relating to the SANParks IP and its use within the Territory.
- 6.13 You shall not, under any circumstances:
- 6.13.1 use the SANParks IP for advertising, marketing, sponsorship, endorsement or brand-association purposes other than as provided for in these T's&C's;
 - 6.13.2 use the SANParks IP on merchandise or promotional items;
 - 6.13.3 monetise or attempt to monetise the SANParks IP;
 - 6.13.4 use the SANParks IP in connection with any commercial activity, whether direct or indirect; and
 - 6.13.5 permit any third-party to use the SANParks IP for commercial gain.

7. **Prohibited Acts**

You will not, directly or indirectly:

- 7.1 claim ownership of the SANParks IP;
- 7.2 apply for the registration of any SANParks IP or any trade marks in Your own or any third parties' name in the Territory or elsewhere that is similar to the SANParks IP;
- 7.3 challenge or otherwise contest the ownership of the SANParks IP or SANParks' entitlement to SANParks IP;

- 7.4 permit the use of the SANParks IP in such a way as to give the impression that the SANParks IP is Your property;
- 7.5 engage in any activity that may contest, dispute, dilute or otherwise impair the right, title, interest or goodwill of SANParks or the SANParks IP, including, without limitation, any action to prevent or cancel any registration owned by SANParks;
- 7.6 use the SANParks IP or any confusingly similar trade mark or name as part of Your corporate or commercial name, or part of the corporate or commercial name of any entity affiliated to You, unless expressly permitted by the Licensor in writing;
or
- 7.7 contest the fact that Your rights under these T's&C's are solely those of a licensee and immediately cease upon termination or expiration of these T's&C's.

8. Protection of the SANParks IP

- 8.1 You shall immediately notify SANParks in writing, giving full particulars, if any of the following matters come to Your attention (whether in relation to any alleged action or omission of You or any third party) anywhere in the world:
 - 8.1.1 any actual, suspected or threatened infringement of any of the SANParks IP;
 - 8.1.2 any claim made or threatened that exploitation of any of the SANParks IP infringes the rights of any third party; and
 - 8.1.3 any other form of attack, charge or claim to which SANParks and/or the SANParks IP may be subject.
- 8.2 In respect of any of the matters listed in clause 8.1:
 - 8.2.1 SANParks shall, in its absolute discretion, decide what action, if any, to take;
 - 8.2.2 SANParks shall have exclusive control over and conduct of all claims and proceedings;
 - 8.2.3 You shall not make any admissions other than to SANParks and shall provide SANParks with all assistance that SANParks may reasonably require in the conduct of any claims; and

8.2.4 SANParks shall bear the cost of any proceedings and shall be entitled to retain all sums recovered in any action for its own account.

9. **Implementation**

One (1) month prior to Your first Event, or any other period as agreed between You and SANParks in writing, You shall submit to a SANParks nominated person details of all Events You intend to organise during the Term, including the type, date, place, venue (including all areas where the SANParks IP may appear or be used), organiser, the manner in which You intend to use the SANParks IP and any third-party who will be handling SANParks IP on your behalf.




10. **General**








10.1 These T's&C's together with its Annexes contains all the express provisions agreed on by the parties with regard to the subject matter of the T's&C's and the parties waive the right to rely on any alleged express provision not contained in the T's&C's.








10.2 No contract varying, adding to, deleting from or cancelling these T's&C's, and no waiver of any right under these T's&C's, shall be effective unless reduced to writing and signed by or on behalf of the parties by a duly authorised representative.







10.3 These T's&C's shall be interpreted and implemented in accordance with the laws of the Republic of South Africa and the parties consent to the jurisdiction of the High Court of South Africa.






Schedule of SANParks IP

Item no.	Country	Trade mark registration nos.	Trade mark	Class	Status
1.	South Africa	2005/26865	KRUGER NATIONAL PARK	41	Registered
2.	South Africa	2006/05854	KRUGER NATIONAL PARK	16	Registered
3.	South Africa	1996/14583 1996/14583/2	KRUGER NATIONAL PARK / NASIONALE KRUGER WILDTUIN	42	Registered
4.	South Africa	1996/14583 1996/14583/3	KRUGER NATIONAL PARK / NASIONALE KRUGER WILDTUIN	43	Registered
5.	South Africa	1996/14583/ 1996/14583/1	KRUGER NATIONAL PARK / NASIONALE KRUGER WILDTUIN	35	Registered
6.	South Africa	1999/20710	SOUTH AFRICAN NATIONAL PARKS & Kudu head logo  South African NATIONAL PARKS	01	Registered
7.	South Africa	1999/20711	SOUTH AFRICAN NATIONAL PARKS & Kudu head logo  South African NATIONAL PARKS	03	Registered
8.	South Africa	1999/20712	SOUTH AFRICAN NATIONAL PARKS & Kudu head logo  South African NATIONAL PARKS	05	Registered
9.	South Africa	1999/20713	SOUTH AFRICAN	08	Registered

			NATIONAL PARKS & Kudu head logo 		
10.	South Africa	1999/20714	SOUTH AFRICAN NATIONAL PARKS & Kudu head logo 	09	Registered
11.	South Africa	1999/20715	SOUTH AFRICAN NATIONAL PARKS & Kudu head logo 	14	Registered
12.	South Africa	1999/20716	SOUTH AFRICAN NATIONAL PARKS & Kudu head logo 	16	Registered
13.	South Africa	1999/20717	SOUTH AFRICAN NATIONAL PARKS & Kudu head logo 	18	Registered
14.	South Africa	1999/20718	SOUTH AFRICAN NATIONAL PARKS & Kudu head logo 	20	Registered
15.	South Africa	1999/20719	SOUTH AFRICAN NATIONAL PARKS & Kudu head logo 	21	Registered
16.	South Africa	1999/20720	SOUTH AFRICAN NATIONAL PARKS & Kudu head logo	22	Registered

					
17.	South Africa	1999/20721	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p> 	24	Registered
18.	South Africa	1999/20722	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p> 	25	Registered
19.	South Africa	1999/20723	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p> 	27	Registered
20.	South Africa	1999/20724	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p> 	28	Registered
21.	South Africa	1999/20725	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p> 	29	Registered
22.	South Africa	1999/20726	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p> 	30	Registered
23.	South Africa	1999/20727	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p>	31	Registered

					
24.	South Africa	1999/20728	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p> 	32	Registered
25.	South Africa	1999/20729	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p> 	33	Registered
26.	South Africa	1999/20730	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p> 	35	Registered
27.	South Africa	1999/20731	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p> 	36	Registered
28.	South Africa	1999/20732	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p> 	37	Registered
29.	South Africa	1999/20733	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p> 	38	Registered
30.	South Africa	1999/20734	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p>	39	Registered

					
31.	South Africa	1999/20735	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p> 	41	Registered
32.	South Africa	1999/20736	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p> 	42	Registered
33.	South Africa	1999/20710	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p> 	01	Registered
34.	South Africa	1999/20711	<p>SOUTH AFRICAN NATIONAL PARKS & Kudu head logo</p> 	03	Registered

Brand Guidelines

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