

**WILD CARD PROGRAMME - TERMS AND CONDITIONS OF USE AS OF: 20 October 2010**

**1 INTERPRETATION**

- 1.1 In these General Terms and Conditions –
  - 1.1.1 "this Agreement" means the membership conditions 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 Programme 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 accepted by SANParks and who has been issued with and is the holder of a valid Wild Card;
  - 1.1.6 "Wild Card Member's Profile" means the record of member details maintained from time to time by SANParks in which Wild Card Member's contact and other personal details are updated, stored and adjusted which will be determined in future phases of the Wild Card Programme;
  - 1.1.7 "Eligible Products(s)" means those products and services included from time to time by SANParks at its sole and absolute discretion (and if applicable, subject to such terms and conditions, in addition to these General Terms and Conditions, determined by SANParks, acting in its sole and absolute discretion) to earn Benefits in the Wild Card Programme, which will be determined in future phases of the Wild Card Programme.
  - 1.1.8 "General Terms and Conditions" means the terms and conditions stipulated in this document, as amended from time to time by SANParks acting in its sole and absolute discretion;
  - 1.1.9 "SANParks" means South African National Parks who owns and manages the Wild Card Programme;
  - 1.1.10 "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 Member's, by SANParks and Wild Card Partners;
  - 1.1.11 "Wild Magazine" means the publication, both in print and electronic form of Programme related content relating to conservation, Wild Card Partners, sponsors and advertised products and services, arising from time to time by SANParks;
  - 1.1.12 "Wild Card Programme" means a conservation and tourism related access and loyalty programme, owned and managed by SANParks in association with contracted Programme Partners, including Cape Nature, Ezemvelo KZN Wildlife, Minsai Holdings and Big Game Parks of Swaziland;
  - 1.1.13 "Wild Card Programme Conditions" means this Agreement and the Partner Agreement;
  - 1.1.14 "Wild website" means the website's owned and/or operated by SANParks and its appointed service providers located at [www.wildcard.co.za](http://www.wildcard.co.za) and [www.sanparks.org/wildcard](http://www.sanparks.org/wildcard), including any page, part or element thereof;
  - 1.1.15 "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;
  - 1.1.16 "Partner" means any person who, subject to a valid contract between SANParks and that person, offers its products and/or services to Wild Card Members;
  - 1.1.17 "Partner Agreement(s)" means collectively or any of the contracts referred to in 1.1.16, as the context may indicate;

- 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 to similar effect) means to include without limitation, and if the expression is used with reference to specific examples the "et cetera" generis rule shall not apply;
  - 1.2.7 "law" means any 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 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 in this Agreement shall (unless otherwise stipulated) constitute a stipulation for the benefit of any person (stipulation 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 a 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 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 who registers and participates 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.
- 2.3 SANParks reserves the right to change, modify, add to or remove Terms and Conditions without notice. It is the Applicant's responsibility to periodically check the 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 Terms and Conditions.
- 2.4 Wild Card members may apply to the Wild Card Programme Office for secondary Wild Cards, at a fee.

**3 ELIGIBILITY OF MEMBERSHIP**

- 3.1 Applicants may become Wild Card Members by completing the Application process, directly with SANParks, Wild Card Partners, or on the Wild Card Website.
- 3.2 Each Wild Card Member will receive a membership number for the Wild Card Programme.
- 3.3 Membership of the Wild Card Programme is only available to natural persons, unless otherwise determined in writing by SANParks.
- 3.4 Local Membership of the Wild Card Programme is open to SADC nationals, or holders of a valid South African Residency/Work Permit, otherwise International Membership.
- 3.5 Family Type Membership requires Child Dependents to be under the age of eighteen (18);
- 3.6 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;
- 3.7 Membership shall be restricted to 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;
- 3.8 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 such change and such changes to the Wild Card contact centre in writing, including the membership number and proof of identification (a copy of identity document or passport);
- 3.9 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 the 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 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 appointed as an agent, on behalf of the Wild Card Partners, in order 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, save for circumstances in which 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](http://www.wildcard.co.za) or Wild Partners website:
- 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 Terms and Conditions govern the use of the Wild (Provider) website located at the domain name [www.wildcard.co.za](http://www.wildcard.co.za) (the Website).
- 6.1.3 By accessing and using the Website, the User agrees to be bound by these Terms and Conditions.
- 6.1.4 The User may not access, display, use, download, and/or otherwise copy or distribute content obtained on the website for marketing and other purposes without the consent of SANParks

**7 E-COMMERCE & PRIVACY**

- 7.1 The Wild Card Programme websites self authorised Wild products. The private information required for executing the orders placed through the e-commerce facility shall be the user's personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by the 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](mailto:wildcard@sanparks.org)

**8. LOSS OR DAMAGED CARDS AND REPLACEMENT CARDS**

- 8.1 If lost or damaged, a Wild Card may be replaced at SANParks' discretion, at the Wild Card Member's cost and is subject to a replacement fee as determined from time to time by SANParks.

**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 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.
- 9.4 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, however 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 on at least forty eight (48) hours notice, 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 sequestrated or placed under administration, whereupon the Member's estate or executor or liquidator or trustee or any 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, Management and Owners, and their respective subsidiaries.
- 13.2 A Wild Card Member may elect to voluntarily terminate his/her participation in the Wild Card Programme at any time (30) days prior written notice to SANParks.
- 13.3 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 any representation or statement 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 Parties shall give notice to 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 post 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 terms and conditions, 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 be:
  - 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 be 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 or is amended to the acceptance of this Agreement by using a Wild Card which law affects any aspect or matter or is contained in this Agreement, the parties undertake to enter into negotiations in good faith regarding a variation of the 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 In this Agreement, the provisions of this Agreement shall be deemed to be implied consent by each Party or operate as a waiver 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. 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 within 14 (fourteen) days prior notice to the Wild Card Partner.
- 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 revocation 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 shall not constitute a precedent for any other waiver, indulgence, relaxation or extension of time of any of these General Terms and Conditions.
- 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 in a Magistrate Court having jurisdiction, the Parties submit to the jurisdiction of the High Court of South Africa (Pretoria), in any dispute arising hereon 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 in terms of this Agreement, or the enforcement of any right arising from this Agreement, or the enforcement of any right by any Party shall in any circumstances be construed to be an implied consent by such Party or operate as a waiver 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 and/or unenforceable, the remaining provisions of this Agreement shall be deemed to be 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 the 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](http://www.wildcard.co.za) and [www.sanparks.org](http://www.sanparks.org) are secured by SANParks appointed information technology security service providers, in order to protect 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](http://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 include Visa and American Express. Credit cards include Master and Visa cards and may change from time to time.
- 20.5 Please keep your 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 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 The Wild Card Member's refund request 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 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 Partner.
- 23.3 Credit card details, SANParks Member User Account, Member or Wild Card Partner, 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 without the express prior written consent of SANParks. 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 these websites or the Content for the benefit of another merchant. The User may not frame nor use framing technologies to enclose the Provider Website or the Content nor any part thereof without the express prior 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 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 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 Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect.
- 25.7 These 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 / DOMICILIUM 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](mailto:wildcard@sanparks.org)