

Terms of Use - SANParks.org

The following are the Terms of Use for the official website (“our website”) of the South African National Parks (“SANParks”). SANParks reserves the right to update the Terms of Use at any time, without notice.

1. Intellectual Property Rights

The content of this website, including but not limited to all trade marks, articles, photographs, drawings, graphics, logos, images, cinematographic films, video clips and text, is the intellectual property of SANParks and may not be reproduced, adapted, distributed, sold, published, stored, broadcast, modified, transmitted or recorded in any way without prior written consent from SANParks, which consent can be obtained from webmaster@sanparks.org. Any unauthorised reproduction, storage, sale, adaptation, distribution, publication, broadcasting, modification, transmission or recording of the content of this website or any part thereof, will constitute copyright infringement.

In the event of the authorised and/or lawful use of a reference and/or quotation from our website, our URL, www.sanparks.org, must be clearly displayed with each and every quotation or reference, as well as the following copyright notice:
© SANParks 2004.

2. Disclosures in terms of section 43 of the Electronic Communications and Transactions Act

2.1 The full name and legal status of the website owner is:

South African National Parks, a statutory institution in terms of the National Environmental Management: Protected Areas Act no 57 of 2003

2.2 The full address of the website owner is detailed hereunder:

Telephone number: +27 (0)12 426 5000

2.3 The website address of this website is: www.sanparks.org.

E-mail address: switchboard@sanparks.org

2.4 Physical address for receipt of legal service:

643 Leyds Street, Muckleneuk, Pretoria, SOUTH AFRICA

2.5 Main business:

Nature conservation and related activities.

2.6 A full price list is contained on this website setting out accommodation, rates, taxes and other fees and costs;

2.7 Payment is accepted in the form of direct transfers, cash or credit card;

2.8 Services will be rendered once booking dates have been determined and confirmed by way of payment.

3. Booking form contained on website

3.1 The online booking form does not constitute an agreement between SANParks and a user, but constitutes an offer which may or may not be accepted by SANParks.

3.2 SANParks reserves the right to decline or execute a booking at its absolute discretion, without the necessity to provide any reasons. SANParks also reserves the right to cancel bookings at its sole discretion.

4. Links to SANParks' website

You may link your website to ours, by copying and pasting the HTML code:

```
<a href="http://www.sanparks.org"> www.SANParks.org </a>
```

You do not need permission to link to our website if you use this HTML code, but SANParks reserves its right to request any link or other pointing to be terminated immediately upon demand.

However, if you wish to use the SANPARKS kudu logo trade mark as a link, you are required to contact webmaster@sanparks.org to obtain written permission.

5. Links from SANParks' website to other websites

SANParks is obliged to protect its reputation and trade marks, therefore only websites of the highest standard and quality, and the contents of which complement the content and functionality of our website, will be considered as a possible link on our website. SANParks reserves the right to remove or request removal of any link to your website at any time, without prior notice. To apply for your website to be linked to our website, please submit this form.

6. Policy on cinematographic or photographic material

In terms of Regulation 20(1)(a) of the regulations under the National Environmental Management: Protected Areas Act, nobody may in a national park undertake "the filming and simultaneous transmitting of photographic images by the use of a webcam or other image recording or transmitting device", unless a filming permit has been obtained.

In terms of Regulation 20(1)(h), the making of a cinematographic film or the taking of photographs in a national park for a commercial purpose - either directly or indirectly - is unlawful unless a filming permit has been obtained. The procedure for obtaining a filming permit is contained in the SANParks Filming Policy, which can be viewed on our website at www.sanparks.org. Special filming privileges are also subject to the policy.

The use of any of the cinematographic film or photographs contained on this website, or any cinematographic film or photographs obtained from any National Park, without the necessary permit, is unlawful.

7. Disclaimer and Site submission rules

Users of, or visitors to, our website may not post comments, statements or other materials on our website that may be libellous, obscene, defamatory or that may infringe copyright, trade marks or any other intellectual property rights. Any such unlawful postings will immediately be removed from our site, without notice or warning.

SANParks cannot be held liable for any comments, statements or other materials posted on our website.

SANParks has taken all reasonable care in the preparation of the content on this website. However, SANParks cannot guarantee the accuracy or integrity of the information reflected on our site. SANParks shall not be liable for any loss or damage which may result from the use of our website or inability to use our site, or any information contained on our website, or services or products provided via our website. Should you wish to rely on any information contained in our website, we recommend that you contact us to verify the information.

There may be existing websites which may look similar to our website, which are operated by third parties with whom SANParks may or may not have e-commerce or other business relations (hereinafter referred to as "third party operator websites"). SANParks shall not be liable for the integrity or accuracy of information found or displayed on such third party operator websites, or the services or private practices of such third party operators, particularly insofar as

the provision of information and access to any of the South African National Parks is concerned.

Our website contains various hyperlinks to third party operator websites over which we have no control. SANParks disclaims all responsibility and liability in respect of the use of any such hyperlinks, whether directly or indirectly, or the websites to which such hyperlinks point. Hyperlinks found on our website do not imply the endorsement of such links or the websites to which they point, by SANParks.

8. Non-compliance

SANParks reserves the right to use IP addresses and cookies to identify users, when we feel it necessary to enforce compliance with our Terms of Use, Rules and Policies, or to protect our rights, services or website.

Any non-compliance with our Terms of Use or Rules and Policies will be met with the disclosure of user information to law enforcement authorities. SANParks reserves the right to disallow access to this website.

9. Agreement in terms of Section 21 of the Electronic Communications and Transactions Act

9.1 No information or data on this website constitutes an offer to do business, but is merely an invitation to do business.

9.2 No agreement shall be concluded merely by sending a data message to this website or its owners. Valid agreements require an acceptance of an offer by SANParks.

9.3 No e-mail message shall be deemed to have been received by SANParks until a response has been issued by SANParks. An automated response, from SANParks, shall not satisfy this requirement.

A COPY OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT MAY BE DOWNLOADED FROM:

<http://www.polity.org.za/pdf/ElectronicCommunications.pdf>

10. Severability

In the event that any of these terms of use are found not to be valid or enforceable for any reason whatsoever, such term(s) shall be severable from the remaining terms of use. The remaining terms shall not be affected by such invalidity or unenforceability and shall remain enforceable.

11. Privacy policy

11.1 SANParks may have to share personal information provided by users, with other commercial entities with which it has a business relationship. These entities do not have the right to use the personal information shared with them, beyond what is necessary to deliver the user's requested service. SANParks will only use a user's personal information insofar as it may be necessary to provide the services offered on this website. SANParks will not sell or disclose the user's personal information other than for the reasons set out in paragraph 11 of these Terms of Use.

11.2 SANParks collects and will be in possession of the following private and personal information of users:

11.2.1 Information voluntarily provided by user. This information is gathered for booking and for service provider purposes; and

11.2.2 Information automatically collected (e.g. cookies). This information is collected to improve the interaction and browsing facilities on the SANParks sites.

11.3 By using this website the user consents to the following:

11.3.1 SANParks may disclose users' information to entities with which SANParks have a business relationship for commercial reasons;

11.3.2 SANParks retains the copyright in its databases of personal information of users;

11.3.3. SANParks may use the users' personal information for communication purposes from time to time. Users may indicate if they do not wish to receive such communications; and

11.3.4 SANParks may use users' information for non-personal statistical purposes.

11.4 In addition, SANParks may disclose any user's information where it is legally obliged to do so in terms of the laws of the Republic of South Africa .

11.5 Any personal information provided to third parties linked to our site is at your own risk. SANParks is not responsible for the actions or policies of such third parties and suggest that you check the applicable privacy policy of such third party before providing personal information.

11.6 Our website is not intentionally designed for or directed at, children under the age of 18 years. It is our policy never to knowingly collect or maintain information of persons under the age of 18. When posting any information to this website or any of our other websites, you agree that you are aged 18 years or older.

11.7 SANParks reserves the right to amend its privacy policies at anytime.

12. Cookies

A cookie is a small piece of data that a website can store on your browser and later retrieve. Cookies collect non-personal information for business and marketing purposes. The cookies help SANParks to provide a more valuable online experience to users. You can set up your browser to disable cookies, however, this might cause certain features of the SANParks' site to be inaccessible.

13. General

13.1 These terms of use will be governed by and construed in accordance with South African laws.

13.2 These terms of use shall be for the benefit of SANParks and may be waived in SANParks' own discretion.

14. Contact Information

If you have any questions, queries or wish to request permission to use any part of this website, including linking, framing, or searching please contact us at:

Postal address: South African National Parks, P O Box 787, PRETORIA 0001, SOUTH AFRICA

Telephone Number: +27 (0)12 426 5000

Facsimile Number: +27 (0)12 426 5500

E-mail address: switchboard@sanparks.org

Reference: [The Webmaster](#)