



## Terms of Use and Disclaimer

### Riebeek Valley Website Terms and Conditions

Welcome to the Riebeek Valley Guide Website. This website is managed by Castellum Promotions (hereinafter referred to as "**CP**" or "**we**" or "**us**" or "**our**").

These Terms of Use are applicable to your access and use of this Website. Please read these terms of use carefully before using this website, as by using this website, you signify that you have read, understood and agreed to these terms of use. If you do not agree to be bound by these terms of use, please do not use this website. All of the Terms and Conditions in these terms of use are important, but please pay special attention to the in bold writing. These parts contain information about Terms and Conditions that have special consequences for you.

#### 1. Introduction

- 1.1 On the website, which is accessible at [www.riebeek-valley.com](http://www.riebeek-valley.com) or [www.riebeekvalley.co.za](http://www.riebeekvalley.co.za), we provide online information resources focused on the destination marketing and visitor industry (the "**Services**").
- 1.2 These terms of use ("**Terms**") apply to any person who:
  - 1.2.1 browses, uses, accesses, refers to, views and/or downloads the information made available by us on the Website ("**Content**"); and/or
  - 1.2.2 regardless of the device which you use to access the Website, including, but not limited to, internet-connected mobile devices and tablets.

#### 2. Your acceptance of the Terms

- 2.1 When using, accessing, browsing, referring to, viewing, and/or downloading Content, you are entering into a legally binding contract with Castellum Promotions upon (i) these Terms; and (ii) our privacy policy which is accessible below ("**Privacy Policy**"). The Privacy Policy is hereby incorporated into these Terms and forms part of these Terms.
- 2.2 These Terms and the Privacy Policy apply to the entire contents of the Website and to any correspondence between us and you. Using, accessing, browsing, referring to, viewing, and/or downloading the Content displayed on the Website for any purpose indicates that you have read, understood and accept these Terms and the Privacy Policy and agree to be bound by them. If you do not agree to these Terms and the Privacy Policy, please refrain from using, accessing, browsing, referring to, viewing, and/or downloading the Content displayed on the Website.

#### 3. Changes and modifications to the Terms, Website and/or Content

- 3.1 We may, at any time, in our sole and absolute discretion, do any of the following without prior notice:
  - 3.1.1 change these Terms;
  - 3.1.2 change or remove Content accessible on the Website;
  - 3.1.3 change or discontinue any aspect of Website or Services accessible on the Website; and/or
  - 3.1.4 change the software and/or hardware required to access and use the Website.
- 3.2 Your continued access or use of the Website, Content and/or Services will be subject to the Terms in force at the time of your access or use. If you do not agree with any updates, amendments or modifications, you must discontinue use of the Website, Content and/or Services,

#### 4. Permitted use and prohibited conduct

- 4.1 We hereby authorise you to view, copy, download to a local drive, print and distribute the Content of the Website, or any part thereof, provided that:
  - 4.1.1 such Content is used for non-commercial purposes only;
  - 4.1.2 any reproduction of the Content available on or through the Website, or any part thereof, must not infringe our intellectual property rights or the intellectual property rights of third parties, and all copies must include the following copyright notice: © Cape Town Tourism. ALL RIGHTS RESERVED; and
  - 4.1.3 your use of the Content is in accordance with these Terms.
- 4.2 You must not, directly or indirectly, do any of the following things:
  - 4.2.1 perform any action that violates these Terms or any guidelines or policies posted by us;
  - 4.2.2 use the Website for *hacking, spoofing, cracking, phishing* or *spamming* or any other activity aimed at achieving similar purposes;



- 4.2.3 perform any action which is illegal, fraudulent or violates or infringes any of our rights or the rights of third parties, including intellectual property rights;
- 4.2.4 use any technology or other means to access, index, frame or link to the Services (including the Content) in a way that is not expressly authorized by us;
- 4.2.5 collect or process information in violation of our Privacy Policy; or
- 4.2.6 interfere with any other person's use and enjoyment of the Services, the Website, or the Content.
- 4.3 Any restrictions on the use of the Website or the Content shall also apply to any part of the Website or the Content which may be cached when using the Website or the Content.
- 4.4 We shall fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity or location of anyone posting any Content in breach of the Terms.

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## 5. Availability of the Website

- 5.1 While we endeavour to ensure that the Website is normally available 24 hours a day, we shall not be liable if for any reason the Website is unavailable at any time or for any period.
- 5.2 Access to the Website may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond our control.

*Paragraphs 5.1 and 5.2 have important legal consequences for you. In this paragraph: the legal responsibilities and liabilities of Castellum Promotions and Riebeek Valley Information are excluded or limited; and any rights you have against us are limited or excluded. We make no promises that the Website or the Content will always be available or that the Website or Content will be available without interruption. As such, should you suffer losses as a result of the Website or Content being unavailable you will not be able to hold us liable. You will not be able to take action against us if you suffer losses or damages as a result of the Website or Content being unavailable.*

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## 6. CPA, POPI and other laws

- 6.1 If these Terms (or any contract governed by these Terms) or the Content provided and/or made available on the Website are regulated by or subject to the Consumer Protection Act No 68 of 2008, as may be amended from time to time (the "**Consumer Protection Act**"), the Protection of Personal Information Act, 4 of 2013 ("**POPI**") or other laws, it is not intended that any provision of these Terms contravene any provision of the Consumer Protection Act, POPI or such other laws. Therefore all provisions of these Terms must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act, POPI and such other laws are complied with.
- 6.2 No provision of these Terms (or any contract governed by these Terms):
  - 6.2.1 does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption;
  - 6.2.2 requires you to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or
  - 6.2.3 limits or excludes any warranties or obligations which are implied into these Terms (or any contract governed by these Terms) by the Consumer Protection Act, POPI or other applicable laws (to the extent applicable) or which we give under the Consumer Protection Act, POPI, or other applicable laws (to the extent applicable), to the extent that the law does not allow them to be limited or excluded.

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## 7. Access to technology and the Internet

- 7.1 We will not be responsible for your inability to access the Website, Services and Content due to limitations specific to your personal computers, mobile phones, and other similar devices ("**Access Device**"). To access the Content, you must have an Access Device, which is able to connect to the Internet and to receive Content.
- 7.2 You, at your own cost, are responsible for obtaining and maintaining the Access Device, adequate and reliable internet access, and all information technology and telecommunication facilities, equipment, hardware, software, systems, and the like, needed to access the Internet or to use the Service.
- 7.3 We are not responsible for any Internet access charges, service provider charges and data usage charges. These charges must be paid by you or the owner of the Access Device.
- 7.4 We will not be responsible for your inability to access the Website, Service and Content due to limitations specific to your Access Device.



Paragraphs 7.1 to 7.4 have important legal consequences for you. In these paragraphs:

- ✓ our legal responsibilities are excluded or limited;
- ✓ you take on responsibilities and liability; and any rights you have against us are limited or excluded.
- ✓ You are responsible for ensuring that your Access Device has the necessary software and capabilities to access the Content and that you have access to the technology to use the Website. It is your responsibility to make sure that you pay all Internet and data charges. We will not be responsible or liable for any of these charges, or if you cannot access the Website, Services or Content.

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## 8. Links to and from other websites

- 8.1 The Website and Content available on or through the Website may contain links to other third party websites, which are completely unrelated to us or our Website. If you link to third party websites, you may be subject to those third party websites' terms and conditions and other policies.
- 8.2 Links to third party websites on the Website are provided solely for your convenience. If you use these links, you leave the Website. We have not reviewed all of these third party websites and do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website, you do so entirely

Paragraphs 8.1 and 8.2 have important legal consequences for you. In these paragraphs:

- ✓ our legal responsibilities are excluded or limited;
- ✓ you take on responsibilities and liability; and
- ✓ any rights you have against us are limited or excluded.
- ✓ We are not liable if you suffer losses or damages when visiting another third party website by following a link to that website from our Website. You accept that there may be risks when you use such third party websites, and you do so at your own risk.

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## 9. Competitions

Castellum Promotions and its partners run competitions and promotions on the Website or on social media from time to time, subject to terms and conditions. The terms and conditions relating to such competitions and promotions will be disclosed on the Website or in other communications made available to you.

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## 10. Intellectual property rights

- 10.1 Content displayed on the Website, are expressly reserved.
- 10.2 You must not use the Website or the Content in any way that constitutes a violation of any law (including intellectual property law), or an infringement of our rights (including the intellectual property rights), the rights of our service providers and customers or any third party.
- 10.3 Where any of the Content has been licensed to us or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

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## 11. Electronic communications

By using the Website or communicating with us by electronic means, you consent and acknowledge that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be "in writing".

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## 12. Disclaimer

- 12.1 While we endeavour to ensure that the information on the Website is correct, we do not warrant the accuracy and completeness of the material on the Website. We may make changes to the material on the Website at any time without notice. The material on the Website may be out of date, and in this regard, we make no commitment to update such material.
- 12.2 The material on the Website is provided "as is", without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, we provide you with the Website on the basis that we exclude all representations, warranties, conditions and other terms whatsoever, including (without limitation) any representations, warranties or conditions as to the operation, integrity, compatibility, availability or functionality of the Website or Content, which, but for the legal notice set out in this paragraph 12, might have effect in relation to the Website.



Paragraphs 12.1 and 12.2 are important legal consequences for you. In these paragraphs:

- ✓ our legal responsibilities and liabilities are excluded or limited;
- ✓ any rights you have against us are limited or excluded; and
- ✓ you take on the responsibility and risk.
- ✓ There are things that may go wrong when you use the Website and Cape Town Tourism will not be responsible or liable for anything that goes wrong. You use the Website knowing and accepting that things can go wrong and there are risks. We make no promises that the Content will be free from errors or that the Website or Content is suited for your particular needs. The Content cannot be relied upon to be true or accurate. As such should you suffer losses for relying on this Content you will not be able to hold us liable. You will not be able to take action against us if you suffer losses or damages in these circumstances.

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### 13. Data protection

- 13.1 We collect personal information from you and you may submit personal information to us. We will handle the collection, processing and storage of your personal information in accordance with our Privacy Policy.
- 13.2 By disclosing or submitting your personal information to us, you consent to us collecting, processing and storing your personal information for the purposes described in our Privacy Policy.

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### 14. Agreements in terms of section 21 of the Electronic Communications and Transactions Act

- 14.1 No information or data on the Website is an offer but merely an invitation to do business.
- 14.2 No agreements shall be concluded merely by sending a data message to the Website or its owners, and valid agreements require an acknowledgement of a receipt from us.

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### 15. Liability

- 15.1 - Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, and to the extent allowed by law, we shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use the Website or the Services or Content provided from and through the Website. Furthermore, we make no representations or warranties, implied or otherwise, that, amongst others, the Content and technology available from the Website are free from errors or omissions or that the service will be 100% uninterrupted and error free.
- 15.2 The Website is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is your sole responsibility to satisfy yourself prior to entering into this agreement with us that the content available on or through the Website will meet your individual requirements and be compatible with your hardware and/or software.
- 15.3 Information, ideas and opinions expressed on the Website should not be regarded as professional advice or our official opinion and you are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on the Website.
- 15.4 Neither CP nor any of our agents or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the purchase of any third party products or services, or from the use of or inability to use any third party products or services linked to from, or advertised on our
- 15.5 Castellum Promotions shall not be held liable for any comments or postings you make on any of our social media platforms. We do not editorially control such comments or posting and therefore cannot be held liable for illegal or unconstitutional content (including, but not limited to defamatory, threatening, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, or blasphemous, comments or postings).

Paragraphs 15.1 to 15.5 have important legal consequences for you and must be read carefully. In these paragraphs:

- ✓ our legal responsibilities and liabilities are limited or excluded;
- ✓ the rights or remedies you may have against us are limited or excluded; and
- ✓ you take on the responsibility and risk.
- ✓ There are things that may go wrong when using the Internet. We are not responsible or liable for anything that goes wrong. You use the Website knowing and accepting that these things can go wrong and that there are risks. We make no promises that the Content be free from errors or that the Website or Content is suited for your particular needs. The Content cannot be relied upon to be true or accurate. None of the Content can be considered our opinions or the opinions of our agents or representatives. If you purchase goods or services on third party websites which you have linked to via the Website, CTT will not be liable for any losses you may suffer



*from your use of or inability to use the goods or services you purchased. You will not be able to take action against us if you suffer a loss or damages in these circumstances.*

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#### **16. Indemnity**

- 16.1 - As far as the law allows, you indemnify us and agree to hold us, our affiliates and our suppliers harmless against any loss, liability, costs, and damages which we or they may suffer from a claim, where the claim results from:
- 16.1.1 - your use and access to the Website, Content and/or the Services;
- 16.1.2 - you infringing or misusing any rights of any persons, including intellectual property rights in relation to the Website or Content;
- 16.1.3 - your violation of these Terms; or any comments or postings you may make on any of our social media platforms

*Paragraph 16.1 is important and must be read carefully. It:*

- ✓ *limits or excludes our legal responsibilities and liability;*
  - ✓ *limits or excludes the legal responsibilities and liability of various persons or entities;*
  - ✓ *places legal responsibilities and liabilities and risks on you.*
  - ✓ *In certain instances Castellum Promotions or other persons or entities may have claims for damage caused by you, for example, when you infringe the intellectual property rights of others, make defamatory, threatening, or discriminatory comments of social media, or violate any of these Terms. You agree to take on responsibility and liability for losses and damages Castellum Promotions or others persons or entities may suffer, as far as the law allows us to pass this responsibility and liability on to you. You will not be able to take action against us if you suffer losses or damages in these circumstances. Your violation of these Terms; or any comments or postings you may make on any of our social media platforms.*
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#### **17. Severability**

- 17.1 These Terms together with the Privacy Policy constitutes the entire agreement between you and us in respect of your access to and use of the Website. Any failure by us to exercise or enforce any right or provision of these Terms shall in no way constitute a waiver of such right or provision.
- 17.2 In the event that any term or condition of the use of the Website is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.
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#### **18. Waiver**

Any failure by us to exercise or enforce any right or provision of these Terms shall in no way constitute a waiver of such right or provision.

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#### **19. Applicable and governing law**

The Website is hosted, controlled and operated from the Republic of South Africa, and thus South African Law governs the use or inability to use the Website and these Terms.

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