



Ceres Zip Slide Tours

CERES ZIPLINE ADVENTURES CC.

PAIA MANUAL

**Prepared in terms of section 51 of the
Promotion of Access to Information Act
2 of 2000 (as amended)**

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1. LIST OF ACRONYMS AND ABBREVIATIONS

- | | | |
|-----|--------------------|---|
| 1.1 | “CEO” | Chief Executive Officer |
| 1.2 | “DIO” | Deputy Information Officer; |
| 1.3 | “IO“ | Information Officer; |
| 1.4 | “Minister” | Minister of Justice and Correctional Services; |
| 1.5 | “PAIA” | Promotion of Access to Information Act No. 2 of 2000(as Amended; |
| 1.6 | “POPIA” | Protection of Personal Information Act No.4 of 2013; |
| 1.7 | “Regulator” | Information Regulator; and |
| 1.8 | “Republic” | Republic of South Africa |
| 1.9 | “CZA” | Ceres Zipline Adventures CC. |

2. PURPOSE OF PAIA MANUAL

This PAIA Manual is useful for the public to-

- 2.1 check the categories of records held by a body which are available without a person having to submit a formal PAIA request;
- 2.2 have a sufficient understanding of how to make a request for access to a record of the body, by providing a description of the subjects on which the body holds records and the categories of records held on each subject;
- 2.3 know the description of the records of the body which are available in accordance with any other legislation;
- 2.4 access all the relevant contact details of the Information Officer and Deputy Information Officer who will assist the public with the records they intend to access;
- 2.5 know the description of the guide on how to use PAIA, as updated by the Regulator and how to obtain access to it;
- 2.6 know if the body will process personal information, the purpose of processing of personal information and the description of the categories of data subjects and of the information or categories of information relating thereto;
- 2.7 know the description of the categories of data subjects and of the information or categories of information relating thereto;
- 2.8 know the recipients or categories of recipients to whom the personal information may be supplied;
- 2.9 know if the body has planned to transfer or process personal information outside the Republic of South Africa and the recipients or categories of recipients to whom the personal information may be supplied; and
- 2.10 know whether the body has appropriate security measures to ensure the confidentiality, integrity and availability of the personal information which is to be processed.

3. KEY CONTACT DETAILS FOR ACCESS TO INFORMATION OF CERES ZIPLINE ADVENTURES

3.1. Chief Information Officer

Name: Angelique le Roux
Tel: 082 337 2499
Email: marketing@ceresadventures.co.za
Office number: 079 245 0354

3.2. Deputy Information Officer

Name: Helma-Karin van Tonder
Tel: 074 328 2505
Email: info@ceresadventures.co.za
Office Number: 079 245 0355

3.3 Access to information general contacts

Email: info@ceresadventures.co.za

3.4 National or Head Office

Physical Address: 1 Voortrekker Road, Ceres, 6835

Postal Address: PO Box 652, Ceres, 6835

Telephone: 079 245 0354/078 063 5134

Email: info@ceresadventures.co.za

Website: www.ceresadventures.co.za

4. GUIDE ON HOW TO USE PAIA AND HOW TO OBTAIN ACCESS TO THE GUIDE

- 4.1. The Regulator has, in terms of section 10(1) of PAIA, as amended, updated and made available the revised Guide on how to use PAIA (“Guide”), in an easily comprehensible form and manner, as may reasonably be required by a person who wishes to exercise any right contemplated in PAIA and POPIA.
- 4.2. The Guide is available in each of the official languages and in braille.
- 4.3. The aforesaid Guide contains the description of-
 - 4.3.1. the objects of PAIA and POPIA;
 - 4.3.2. the postal and street address, phone and fax number and, if available, electronic mail address of-
 - 4.3.2.1. the Information Officer of every public body, and
 - 4.3.2.2. every Deputy Information Officer of every public and private body designated in terms of section 17(1) of PAIA¹ and section 56 of POPIA²;
 - 4.3.3. the manner and form of a request for-
 - 4.3.3.1. access to a record of a public body contemplated in section 11³; and
 - 4.3.3.2. access to a record of a private body contemplated in section 50⁴;
 - 4.3.4. the assistance available from the IO of a public body in terms of PAIA and POPIA;
 - 4.3.5. the assistance available from the Regulator in terms of PAIA and POPIA;
 - 4.3.6. all remedies in law available regarding an act or failure to act in respect of a right or duty conferred or imposed by PAIA and POPIA, including the manner of lodging-

¹ Section 17(1) of PAIA- *For the purposes of PAIA, each public body must, subject to legislation governing the employment of personnel of the public body concerned, designate such number of persons as deputy information officers as are necessary to render the public body as accessible as reasonably possible for requesters of its records.*

² Section 56(a) of POPIA- *Each public and private body must make provision, in the manner prescribed in section 17 of the Promotion of Access to Information Act, with the necessary changes, for the designation of such a number of persons, if any, as deputy information officers as is necessary to perform the duties and responsibilities as set out in section 55(1) of POPIA.*

³ Section 11(1) of PAIA- *A requester must be given access to a record of a public body if that requester complies with all the procedural requirements in PAIA relating to a request for access to that record; and access to that record is not refused in terms of any ground for refusal contemplated in Chapter 4 of this Part.*

⁴ Section 50(1) of PAIA- *A requester must be given access to any record of a private body if-*

- a) *that record is required for the exercise or protection of any rights;*
- b) *that person complies with the procedural requirements in PAIA relating to a request for access to that record; and*
- c) *access to that record is not refused in terms of any ground for refusal contemplated in Chapter 4 of this Part.*

- 4.3.6.1. an internal appeal;
- 4.3.6.2. a complaint to the Regulator; and
- 4.3.6.3. an application with a court against a decision by the information officer of a public body, a decision on internal appeal or a decision by the Regulator or a decision of the head of a private body;
- 4.3.7. the provisions of sections 14⁵ and 51⁶ requiring a public body and private body, respectively, to compile a manual, and how to obtain access to a manual;
- 4.3.8. the provisions of sections 15⁷ and 52⁸ providing for the voluntary disclosure of categories of records by a public body and private body, respectively;
- 4.3.9. the notices issued in terms of sections 22⁹ and 54¹⁰ regarding fees to be paid in relation to requests for access; and
- 4.3.10. the regulations made in terms of section 92¹¹.

⁵ Section 14(1) of PAIA- The information officer of a public body must, in at least three official languages, make available a manual containing information listed in paragraph 4 above.

⁶ Section 51(1) of PAIA- The head of a private body must make available a manual containing the description of the information listed in paragraph 4 above.

⁷ Section 15(1) of PAIA- The information officer of a public body, must make available in the prescribed manner a description of the categories of records of the public body that are automatically available without a person having to request access

⁸ Section 52(1) of PAIA- The head of a private body may, on a voluntary basis, make available in the prescribed manner a description of the categories of records of the private body that are automatically available without a person having to request access

⁹ Section 22(1) of PAIA- The information officer of a public body to whom a request for access is made, must by notice require the requester to pay the prescribed request fee (if any), before further processing the request.

¹⁰ Section 54(1) of PAIA- The head of a private body to whom a request for access is made must by notice require the requester to pay the prescribed request fee (if any), before further processing the request.

¹¹ Section 92(1) of PAIA provides that –“The Minister may, by notice in the Gazette, make regulations regarding-

- (a) any matter which is required or permitted by this Act to be prescribed;
- (b) any matter relating to the fees contemplated in sections 22 and 54;
- (c) any notice required by this Act;
- (d) uniform criteria to be applied by the information officer of a public body when deciding which categories of records are to be made available in terms of section 15; and
- (e) any administrative or procedural matter necessary to give effect to the provisions of this Act.”

4.4. Members of the public can inspect or make copies of the Guide from the offices of the public and private bodies, including the office of the Regulator, during normal working hours.

4.5. The Guide can also be obtained-

4.5.1. upon request to the Information Officer;

4.5.2. from the website of the Regulator (<https://www.justice.gov.za/infoereg/>).

4.6. A copy of the Guide is available in the following official language, for public inspection during normal office hours-

4.6.1 English

5. CATEGORIES OF RECORDS OF CERES ZIPLINE ADVENTURES WHICH ARE AVAILABLE WITHOUT A PERSON HAVING TO REQUEST ACCESS

Category of records	Types of the Record	Available on Website	Available upon request
Terms and Conditions	Legal Document	X	
Privacy Statement	Legal Document	X	
Indemnity Form	Contractual Document	X	

6. DESCRIPTION OF THE RECORDS OF CERES ZIPLINE ADVENTURES WHICH ARE AVAILABLE IN ACCORDANCE WITH ANY OTHER LEGISLATION

Category of Records	Applicable Legislation
Memorandum of incorporation	Companies Act 71 of 2008
PAIA Manual	Promotion of Access to Information Act 2 of 2000

7. DESCRIPTION OF THE SUBJECTS ON WHICH THE BODY HOLDS RECORDS AND CATEGORIES OF RECORDS HELD ON EACH SUBJECT BY THE CERES ZIPLINE ADVENTURES

Subjects on which the body holds records	Categories of records
RSA Company Regulatory Documentation	<ul style="list-style-type: none"> - Company Registration Documents (CIPC) - Memorandum of Incorporation (MOI) - Annual Returns - Tax Registration Certificates (SARS) - Value-Added Tax (VAT) Registration - Tax Clearance Certificates - Broad-Based Black Economic Empowerment (B-BBEE) Certificates - Workplace Skills Plan (WSP) and Annual Training Report (ATR) - UIF (Unemployment Insurance Fund) Registration - COIDA (Compensation for Occupational Injuries and Diseases Act) Registration - Occupational Health and Safety (OHS) Compliance Certificates - Employment Contracts - Payslips and Payroll Records - Record of Working Hours (Basic Conditions of Employment Act) - Leave Records - Disciplinary Action Records - Health and Safety Policy - Risk Assessment Reports - Incident and Accident Reports

	<ul style="list-style-type: none"> - Environmental Impact Assessments - Protection of Personal Information Act (POPIA) Compliance Documentation - License and Permit Registrations (industry-specific) - Financial Statements - Bank Statements - Insurance Policies and Claims Records - Labour Relations Act Compliance Documentation - Skills Development Levies (SDL) Compliance - Anti-Money Laundering (AML) Compliance Documents - Business Licenses and Trade Permits - Intellectual Property Registration Documents - Company Policies and Procedures Manual - Data Protection Policies and Procedures - Supplier and Vendor Agreements
Strategic Documents	<ul style="list-style-type: none"> - Business Plan - Strategic Plan - Mission Statement - Vision Statement - Core Values - SWOT Analysis (Strengths, Weaknesses, Opportunities, Threats) - Market Research Reports - Competitive Analysis - Customer Segmentation Analysis - Marketing Strategy and Plan - Sales Strategy and Plan - Operational Plan - Financial Strategy and Plan - Risk Management Plan
Human Resources	<ul style="list-style-type: none"> - Employment Contract. - Duty Sheet. - Disciplinary Policy and Warning Forms. - Code of Conduct. - Tourist Guide Code of Conduct. - Electronic Communications and Information Security Policy. - Confidentiality Agreement. - Personal Details Form. - Leave Application Form. - HR policies and procedures - Employees records - Training Manuals - Company Policies & Procedures - Attendance Records/Timesheets - Pay slips

OHS Documentation	<ul style="list-style-type: none"> - Health and Safety Policy - Risk Assessment Reports - Safety Procedures and Protocols - Emergency Response Plans - Incident and Accident Reports - Safety Training Records - Hazardous Materials Documentation (MSDS)** - Workplace Inspection Reports - First Aid Records and Reports - Evacuation Plans - Fire Safety Plans - Regulatory Compliance Documentation - Safety Audit Reports - Accident Investigation Reports - Occupational Disease Records - Safety Signage and Labels - Maintenance and Inspection Records - Environmental Impact Assessments - Emergency Contact Lists
Financial Documentation	<ul style="list-style-type: none"> - Income Statements (Profit and Loss Statements) - Balance Sheets - Cash Flow Statements - General Ledger - Accounts Receivable Records - Accounts Payable Records - Payroll Records - Bank Statements - Tax Returns and Supporting Documents - Expense Reports - Budgets and Forecasts - Invoices and Receipts - Financial Statements - Loan and Credit Agreements - Fixed Asset Register - Depreciation Schedules - Audit Reports - Inventory Records - Internal Financial Reports - Annual Reports - Vendor and Supplier Contracts - Insurance Policies and Claims Records - Petty Cash Records - Funding and Grant Documentation - Regulatory Compliance Documents - Bank Reconciliation Statements - Expense Reimbursement Forms

8. PROCESSING OF PERSONAL INFORMATION

8.1 Purpose of Processing Personal Information

Personal information on guests are collected and processed for the legal indemnity form, as well statistical/marketing purposes. Personal information about employees are collected and processed for statutory and human resources purposes.

8.2 Description of the categories of Data Subjects and of the information or categories of information relating thereto

Categories of Data Subjects	Personal Information that may be processed
Customers / Guests	Name , surname, identity number, cellphone number, e-mail address, nationality, city of residence, date of birth, age, emergency name & number
Service Providers	names, registration number, vat numbers, address, bank details, contact numbers, e-mail addresses
Employees	address, qualifications, gender & race, addresses, cell numbers, Name , surname, identity number, cellphone number, e-mail address, nationality, city of residence, date of birth, age, emergency name & number

8.3 The recipients or categories of recipients to whom the personal information may be supplied

Category of personal information	Recipients or Categories of Recipients to whom the personal information may be supplied
Identity number and names, for criminal checks	South African Police Services
Qualifications, for qualification verifications	South African Qualifications Authority

Personal information for indemnity form	Activitar
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8.4 Planned trans-border flows of personal information

All personal information about guests, employees and suppliers are electronically stored on the servers hosted by Activitar.com, which is located in South Africa.

All personal information about employees and suppliers are stored on hardcopy, filed On the offices of Ceres Zipline Adventures, which is located at 1 Voortrekker Road, Ceres, Western Cape, South Africa, 6835.

There is no trans-border flow of personal information.

8.5 General description of Information Security Measures to be implemented by the responsible party to ensure the confidentiality, integrity and availability of the information

Data Encryption

- At-Rest Encryption: Encrypt sensitive data stored on servers and databases to protect against unauthorized access.
- In-Transit Encryption: Use protocols like TLS/SSL to secure data transmitted over networks.

Network Security

- Firewalls: Deploy firewalls to monitor and control incoming and outgoing network traffic.
- Intrusion Detection and Prevention Systems (IDPS): Implement systems to detect and respond to potential threats in real-time.

Data Backup and Recovery

- Regular Backups: Perform scheduled backups of critical data to secure locations.
- Disaster Recovery Plan: Develop and test a disaster recovery plan to ensure data can be restored in case of loss or corruption.

9. AVAILABILITY OF THE MANUAL

9.1 A copy of the Manual is available-

9.1.1 on www.ceresadventures.co.za, if any;

9.1.2 head office of the CERES ZIPLINE ADVENTURES for public inspection during normal business hours;

9.1.3 to any person upon request and upon the payment of a reasonable prescribed fee; and

9.1.4 to the Information Regulator upon request.

9.2 A fee for a copy of the Manual, as contemplated in annexure B of the Regulations, shall be payable per each A4-size photocopy made.

10. UPDATING OF THE MANUAL

The head of CERES ZIPLINE ADVENTURES will on a regular basis update this manual.

Issued by



ANGELIQUE LE ROUX

OWNER

ANNEXURE A

Ceres Zipline Adventures Privacy Policy

Thank you for visiting our web site. This privacy policy tells you how we use personal information collected at this site. Please read this privacy policy before using the site or submitting any personal information. By using the site, you are accepting the practices described in this privacy policy. These practices may be changed, but any changes will be posted and changes will only apply to activities and information on a going forward, not retroactive basis. You are encouraged to review the privacy policy whenever you visit the site to make sure that you understand how any personal information you provide will be used. Note: the privacy practices set forth in this privacy policy are for this web site only. If you link to other web sites, please review the privacy policies posted at those sites.

Collection of Information

We collect personally identifiable information, like names, postal addresses, email addresses, etc., when voluntarily submitted by our visitors. The information you provide is used to fulfill your specific request. This information is only used to fulfill your specific request, unless you give us permission to use it in another manner, for example to add you to one of our mailing lists.

Cookie/Tracking Technology

The Site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are useful for gathering information such as browser type and operating system, tracking the number of visitors to the Site, and understanding how visitors use the Site. Cookies can also help customize the Site for visitors. Personal information cannot be collected via cookies and other tracking technology, however, if you previously provided personally identifiable information, cookies may be tied to such information. Aggregate cookie and tracking information may be shared with third parties.

Distribution of Information

We may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place. The information is not provided to these companies for marketing purposes.

Commitment to Data Security

Your personally identifiable information is kept secure. Only authorized employees, agents and contractors (who have agreed to keep information secure and confidential) have access to this information. All emails and newsletters from this site allow you to opt out of further mailings.

Privacy Contact Information

If you have any questions, concerns, or comments about our privacy policy you may contact us using the information below: By e-mail: By Phone: We reserve the right to make changes to this policy. Any changes to this policy will be posted.

Terms and Conditions.

Ceres Zipline Adventures is a business in the activity industry.

Return and Refunds policy

The provision of goods and services by Ceres Zipline Adventures is subject to availability. In cases of unavailability, Ceres Zipline Adventures go to every endeavour to rebook/reschedule the service. If that is not possible, it will be considered to refund the client soon as possible.

Cancellation policy

30 days cancellation before arrival 100% refund

29 – 15 days cancellation before arrival 75% refund

14 – 4 days cancellation before arrival 50% refund
3 days-24 hrs cancellation before arrival 0% refund

Customer privacy policy

Ceres Zipline Adventures shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, “personal information” shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from:
<http://www.polity.org.za>

Payment options accepted

Payment may be made via Visa, MasterCard, credit cards for online bookings. Bank transfers or cash will only be accepted for direct bookings into the Ceres Zipline Adventures bank account, the details of which will be provided on request.

Credit card acquiring and security

Credit card transactions will be acquired for Ceres Zipline Adventures via PayGate (Pty) Ltd who are the approved payment gateway. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to www.paygate.co.za to view their security certificate and security policy.

Customer details separate from card details

Customer details will be stored by Ceres Zipline Adventures separately from card details which are entered by the client on PayGate’s secure site. For more detail on PayGate refer to www.paygate.co.za

Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).

Responsibility

Ceres Zipline Adventures takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

Country of domicile

This website is governed by the laws of South Africa and Ceres Zipline Adventures chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

Variation

Ceres Zipline Adventures may, in its sole discretion, change this agreement or any part thereof at any time without notice.

Company information

This website is run by Ceres Zipline Adventures based in South Africa trading as Ceres Zipline Adventures and with registration number 2010/09080/23.

ANNEXURE B

Activitar Privacy Notice

This privacy notice forms part of your agreement with Activitar.

During our interactions, you share personal information with **Tornado Tour Systems (Pty) Ltd, trading as Activitar**, registration number **2004/000954/07**.

This notice tells you what to expect when we collect information from you and how we use it.

It is part of our agreement with you, and we may need to update it occasionally. When we do, we will inform you. You should read this notice along with our terms and conditions that apply to the products and services you use.

If you have any questions about this policy, please contact us by email at privacy@activitar.com or by phone on **+2787 250 0276**

We collect your information:

We collect your information in the circumstances outlined below. Sometimes we are required by law to collect your information, for instance, if tax legislation forces us to collect personal information.

When you sign up for and implement our reservation system and online distribution service

We need some general information before we can enter into an agreement and you can begin to use our reservation system and online distribution service.

We **collect** your:

1. company name
2. contact details
3. VAT number
4. banking details
5. details related to your operating processes and offerings
6. details contained in your company registration documents
7. identity documents of your mandated officials
8. proof of address of your mandated officials
9. proof of banking details

We **use** this information to:

1. load you on our services and configure the system
2. set up and process payments via the payment gateway
3. communicate with you
4. provide training

5. process orders
6. provide your offerings to clients via activitar.com
7. provide support
8. send you statements, receipts, invoices or any other legal documents that relate to your transaction
9. fulfill our legal obligation to use or disclose your information

Legal basis for processing:

Data protection legislation allows us to process personal information when it is necessary for the performance of a contract with you. In other instances, we are required by law to collect your information, for instance tax legislation forces us to collect personal information.

When you use our service

In order for our service to function properly, 'customer data' is generated and collected. This includes your, and your clients' personal information. We **collect** your clients' names, contact details, and details about their bookings.

We use customer data to process bookings and reservations on our reservation system and distribution service, to analyse and improve our services and to identify and solve problems where they may appear.

Legal basis for processing:

Data protection legislation allows us to process personal information when it is necessary for the performance of a contract with you.

When you contact us, we collect information from your message

When you contact us by social media, email, our support service or telephone with a query, complaint, or request, we **collect** the information contained in your message. We **use** the information we collect to reply to, investigate, and resolve your query, complaint, or request.

Legal basis for processing:

Data protection legislation allows us to process personal information when it is in our interest and we have chosen the least invasive way to process the information. It is in both our interest to reply to, investigate, and resolve your queries, complaints, and requests.

We use your information to send you our newsletter

We have a monthly newsletter that is delivered by email.

We'll ask you whether you want to receive the newsletter, if you agree it is important that you know you can unsubscribe at any time by following the unsubscribe link at the bottom of the email or by contacting us.

Legal basis for processing:

Data protection legislation allows us to process personal information when you have given us your express consent.

What about children's information?

We do not knowingly collect the personal information of children without the consent of a parent or guardian.

We share your information with trusted service providers

We use service providers and suppliers who we trust to assist us in providing our services to you. They have agreed to keep your information secure and confidential, and to only use it for the purposes for which we have sent it to them.

We share your information with service providers when they help us to:

1. store information
2. process payments
3. ensure you have access to the services you paid for
4. deliver our newsletter
5. help monitor the effectiveness of our promotions and advertising
6. help us manage our business, for instance accountants and professional advisors.
7. maintain our website
8. find and fix errors and performance issues on our website

Sometimes we will be required by law to share your information. For instance, we may be required to share your information with the South African Fraud Prevention Services. We will not sell your information or share information with third parties for the purposes of direct marketing (we don't like spam either).

We send your information to other countries

Some of the service providers that we use may be located in other countries; for instance, our cloud storage service. These countries may not have the same levels of protection of personal information as South Africa. If this is the case, we require that they undertake to protect the personal information of our customers to the same level that we do.

We don't keep your information longer than we need to

We will not retain your information for longer than we need to, unless we are legally required to do so. Most of your personal information will be retained for 5 years from the date of your last transaction with us. However, we may keep your contact details for longer for marketing and mailer purposes.

We have taken reasonable steps to minimise the impact of a breach

We have implemented reasonable security measures based on the sensitivity of the information we hold. These measures are in place to protect the information from being disclosed, from loss, misuse, and unauthorised access, and from being altered or destroyed.

We regularly monitor our systems for possible vulnerabilities and attacks, but no system is perfect and we cannot guarantee that we will never experience breach of any of our physical, technical, or managerial safeguards. If something should happen, we have taken steps to minimise the threat to your privacy. We will let you know of any breaches that affect your personal information and inform you how you can help minimise the impact.

You also have a role to play in keeping your information secure. For example, you should never share personal information with us in an email, because while our servers are protected, it is still possible that email can be intercepted. Instead, contact the Activitar support team at +2787 250 0276, which will connect you to Chris Coetzee, our information officer.

You have the right to be informed about the personal information we have, and what we do with it

You have the right to know what kind of personal information we have about you, to correct it, and to opt out of marketing.

You have the right to

1. ask us what we know about you;
2. ask what information was sent to our suppliers, service providers, or any other third party;
3. ask us to update, correct, or delete any out-of-date or incorrect personal information we have about you;
4. unsubscribe from any direct marketing communications we may send you; and
5. object to the processing of your personal information.

You can request access to the information we have about you, or correct your personal information by contacting our deputy information officer at privacy@activitar.com. It can take us up to 21 days to respond to your request because there are procedures that we need to follow. In certain cases, we may require proof of your identity, and sometimes changes to your information may be subject to additional requirements such as valid proof of residence.

Your rights in terms of the GDPR:

If you are in the European Union, you have these rights in terms of the GDPR:

1. The right to be informed about the collection and use of your personal information.
2. The right to access your personal information. You may make such a request from us by contacting privacy@activitar.com. We may take one month to respond to your request and may charge a fee in some circumstances. We will let you know if this is the case.
3. You have a right to have inaccurate personal information corrected or completed if it is incomplete. You may make such a request from us by contacting privacy@activitar.com. We may take one month to respond to your request and may refuse in certain circumstances.
4. You have the right to have your personal information erased, also known as the 'right to be forgotten'. You may make such a request from us by contacting privacy@activitar.com. We may take one month to respond to your request and may refuse in certain circumstances.
5. You have the right to request that we restrict or suppress your personal information. You may make such a request from us by contacting privacy@activitar.com. We may take one month to respond to your request and may refuse in certain circumstances.
6. You have the right to reuse your personal information for your own purposes across different services, also known as the right to data portability.
7. You have the right to object to us processing your personal information in certain circumstances. You may make your objection by contacting privacy@activitar.com. We may take one month to respond to your request. There are legitimate reasons why we may refuse your objection, which depend on why we are processing it.
8. You have the right to complain to a supervisory authority in the Member State where you live or work, or where the infringement took place.
9. You have the right to object to automated decision-making and profiling.

10. You may ask that a human review any automated decisions that we make about you, express your point of view about it, and obtain an explanation of the decision. You may challenge any automated decision made about you by contacting privacy@activitar.com. We may take one month to respond to your request.

COOKIES

Cookies are small text files which are downloaded to your computer, tablet or mobile phone when you visit a website or application. The website or application may retrieve these cookies from your web browser (eg Internet Explorer, Mozilla Firefox or Google Chrome) each time you visit, so they can recognise you, remember your preferences and provide you with a more secure online experience.

Generally, cookies are very useful and are a common method used by almost every website you visit because they help to make your online experience as smooth as possible. For security reasons, many websites will not function at all without the use of cookies (or other similar technologies, such as "web beacons" or "tags").

Cookies generally do not hold any information to identify an individual person, but are instead used to identify a browser on an individual machine.

If you prefer, you can restrict, block or delete cookies by changing your browser settings but that may mean that the website won't work properly

For more information about cookies and their impact on you and your browsing visit www.aboutcookies.org.

TYPES OF COOKIES

Necessary cookies

These cookies are essential in helping you to make use of the features and services we offer on this website. Without these cookies, the services you want to use cannot be provided. These cookies do not gather information about you that could be used to identify you, and they do not monitor or remember where you have been on the internet.

Functional cookies

These cookies allow us to provide you with a better online experience when you use our website. They do not gather or store any information which would allow us to identify you personally.

Performance cookies

Performance cookies help us to understand how our customers use our site, so we can keep our products and services relevant, easy to use and up to date. For example, we can see which products and services are most popular, identify when and where errors occur, and test different versions of a page in order to provide an improved online experience.

Sometimes, the services we use to collect this information may be operated by other companies on our behalf. They may use similar technologies to cookies, known as "web beacons" or "tags". These are anonymous and, as they are only used for statistical purposes, they do not contain or collect any information that identifies you.

Targeting cookies

We have relationships with carefully selected and monitored suppliers (third parties) who may also set cookies during your visit. The purpose of these cookies is "behavioural advertising" (also known as "behavioural targeting" or "remarketing"), which is a means of showing you relevant products and services based on what you appear to be interested in. Although these cookies can track your visits around the web they don't know who you are. Without these cookies, online advertisements you encounter will be less relevant to you and your interests.

MANAGING COOKIES

Most internet browsers allow you to erase cookies from your computer hard drive, block all cookies (or just third-party cookies) or warn you before a cookie is stored on your device.

Please note, if you choose to block all cookies, our site will not function as intended and you will not be able to use or access many of the services we provide. If you have blocked all cookies and wish to make full use of the features and services we offer, you will need to enable your cookies. You can do this in your browser (see below).

Rather than blocking all cookies, you can choose to only block third-party cookies which will still allow our website to function as intended.

How to manage cookies on your PC

To enable cookies on our website, follow the steps below.

Google Chrome

1. Click "Tools" at the top of your browser and select "Settings".
2. Click "Show advanced settings", scroll down to the section "Privacy" and click "Content Settings."
3. Select "Allow local data to be set". To only accept first-party cookies, check the box next to "Block all third-party cookies without exception"

up to date instructions, see

here: <https://support.google.com/chrome/answer/95647?co=GENIE.Platform%3DDesktop&hl=en-GB>

Microsoft Internet Explorer 6.0, 7.0, 8.0, 9.0

1. Click "Tools" at the top of your browser and select "Internet Options", then click the "Privacy" tab.
2. Check that the level of your privacy is set to Medium or lower, which will allow the use of cookies in your browser.
3. If set above medium level it will prevent the use of cookies.

Mozilla Firefox

1. Click "Tools" at the top of your browser and select "Options".
2. Then select the "Privacy" icon.
3. Click the "Cookies" and select "Allow pages to create a cookie."

up to date instructions, see here: <https://support.mozilla.org/en-US/kb/block-websites-storing-cookies-site-data-firefox>

Safari

1. Click the gear icon at the top of your browser and select "Settings".
2. Click the "Privacy" tab, then select the option "Disable the use of cookies by third parties and advertising cookies."
3. Click "Save".

How to manage cookies on your Mac

To enable cookies on our website, follow the steps below.

Microsoft Internet Explorer 5.0 on OSX

1. Click on "Explorer" at the top of your browser and select "Settings".
2. Scroll down to the "Cookies" section in the "Received Files".
3. Select "Do not ask."

Safari on OSX

1. Click "Safari" on the top of your browser and select "Settings".
2. Click the "Privacy" and then "Enable cookies."
3. Select "only the pages you have visited."

Mozilla and Netscape on OSX

1. Click "Mozilla" or "Netscape" at the top of your browser and select "Settings".
2. Scroll down to the "Cookies" under "Privacy & Security".
3. Select "Allow cookies only to the original site."

Opera

1. Click "Menu" on the top of your browser and select "Settings".
2. Then select "Options" tab and the "Advanced".
3. Select "Enable cookies."

Terms of Use of Activitar.com

By using Activitar.com you agree to the Terms of Use set out here below constituting the contract between you and Activitar that governs your use of the website.

If you disagree in any way with these Terms of Use and continue to make use of our services your continued use will be unlawful and we request that you please do not use Activitar.com.

1. Scope of the Services

Activitar, through Activitar.com, (the "Website") offers a FREE OF CHARGE service to consumers (the "Guests") solely to search, browse, book and pay for, or in other words find, choose and purchase all kinds of tourism activity services, (collectively the "Services") published thereon from the tourism activity providers, (collectively the "Activity Operators") who distribute the Services on the Website and for no other purpose. Activitar is not a contracting party for the Services purchased by the Guests on the Website. Activitar endeavours only to provide our platform to legitimate and reputable Activity Operators, but notwithstanding that, the Guest agrees that the Website does not constitute and should not be interpreted as providing any recommendation or endorsement by Activitar of the quality, service level, qualification or safety of any Service or Activity Operator distributed thereon.

Activitar provides Guests with the Website, so that Guests can find the Activity Operator and Service of their choice and make a booking by directly contracting with and paying the Activity Operator that they have selected. The contract relating to the Service being booked is expressed in the Terms and Conditions of the Service that is provided on the Website, by the Activity Operator, as the sole basis on which it will accept the booking from the Guest. Before being allowed to pay an Activity Operator for a service on the Website, a Guest has to read, understand and subsequently accept said Terms and Conditions, thereby establishing a contract for the Service(s) directly between him or herself and the Activity Operator. Activitar is not a contractual partner for the booked Service. Activitar, through the Website, acts solely as a platform intermediary between the Guest making the purchase and the Activity Operator supplying the Service(s).

2. Use of the Website

Activitar provides the Website for personal and non-commercial use only and retains all intellectual property in the software, design and look and feel of the Website as well as reviews and textual detail it owns under contract with Activity Operators and writers. Consequently, no one is allowed not allowed to make any commercial or competitive use of the Website. It is expressly prohibited that the Website be used in any way including by copying, translating, monitoring (e.g. to access by robot, to spider or to scrape), framing, mirroring or otherwise displaying, downloading or reproducing any content or information, software, features, products or services offered through or available on the Website. You agree not to violate the limitations on access set in any robot exclusion headers on this Website or in other measures employed to prevent or limit access to this Website. You agree also to abstain from any activity that would have the effect of placing in the sole discretion of Activitar an undue load on our infrastructure and that is inconsistent with normal human browsing and purchasing behaviour.

Any use that falls outside this ambit can only be carried out after obtaining the express, specific consent from Activitar which must define the exact scope and purpose of such exceptional use of the Website. Use of the Website in the abovementioned prohibited manner without such express written consent is unlawful and constitutes a material infringement of Activitar's intellectual property rights including but not limited to our copyright and database right.

As a condition of use of this Website, users must be at least 18 years of age; have the legal authority to create a binding legal obligation; use this Website in accordance with these Terms of Use; only use this Website to make legitimate reservations for him or herself or for another person for whom he or she is

legally authorized to act; users must inform such other persons about the Terms of Use that apply to the reservations that he or she made on their behalf, including all rules and restrictions applicable thereto; and only supply information to this Website that is true, accurate, current and complete.

By using this Website the Guest accepts the full extent of the Terms of Use set out in this document and agrees to abide fully by these terms.

3. Reservations

This Website may be used only by legal adult users 18 years and older for the making of bona fide, legal and binding reservations of Services for themselves and those for whom they have legal authority to make reservations. The Guest agrees that when making a reservation on the Website he or she enters into an agreement directly with each Activity Operator providing a Service being reserved on the Terms and Conditions published on the Website for that Service by that Activity Operator.

The Website accesses the native inventory in the system of the Activity Operators themselves where they maintain such availability and can instantly report availability status, reserve capacity and confirm reservations for Guests who have selected Service(s), contracted with the Activity Operator(s) by accepting their Terms and Conditions, and offered a payment that is processed successfully.

The Guest agrees that he or she is aware that when purchasing more than one services, or services from more than one suppliers, that each service or supplier transacts on different Terms and Conditions and that they will read the terms relating to each service before making their reservation. The Guest further acknowledges that by making the reservation they are entering into an agreement on Terms and Conditions that they made a declaration that they have read and understood for each of the Services.

The Guest acknowledges that any no show, late arrival, violations of rules or restrictions for example relating to sobriety, height, weight, fitness, experience level, age or other breach of the Activity Operators Terms and Conditions, or refusal to sign a liability waiver required by the Activity Operator, may result in legal refusal of service and forfeiture to the Activity Operator of 100% of the monies paid upon reserving the Service(s) without any right of recourse.

Reservations on this Website will only be bindingly confirmed if: 1. made by a person legally using a payment method or source of funds that they are authorised to use, 2. if correct identity and contact details are provided, 3. if the Terms of Use and Terms and Conditions of the Services are complied with, and 4. if payment is effectively received.

Any competitive, speculative, false, or fraudulent reservation or any reservation in anticipation of demand; or in any way contravening the abovementioned conditions may result in the cancellation of such reservation and any other reservations associated with your name, email address or account, and closure of any associated Activitar accounts.

In the event that Activitar believes that you have conducted any fraudulent activity, we reserve the right to institute necessary legal action and which may result in you being liable for monetary losses to Activitar, including our litigation costs and damages.

4. Payments and Refunds

For a Guest to hold a confirmed booking, the Website requires a single upfront payment from the Guest, for one or more Services, provided by one or more Activity Operators, in one total amount shown on the booking details on the check out page of the Website.

This single payment by the Guest is securely processed by the Website via a third party payment processor. As soon as the payment processor confirms the single payment is authorised, each associated reservation is confirmed by the Website. The single payment is received by the Website to a single central merchant account at the payment processor on behalf of the Activity Operator(s) whose Service(s) are booked in the associated reservation(s).

The Website back-end system now issues regular automated batch payment instructions to the payment processor to transfer the funds to the Activity Operators. These batch payment instructions detail how single payments received must be split, for payments relating to services of multiple Activity Operators. The correct amount due to each Activity Operator(s) is then paid over to the bank accounts of such Activity Operator(s) by the payment processor.

Any obligation by Activitar to pay the Activity Operator is subject to and conditional upon successful receipt of the required payment from the Guest. Should funds not be received from the Guest's bank account, Activitar reserves the right to cancel the confirmed reservation with notice to the Guest.

To the extent that Activitar.com receives the payment to a single account that it holds at any payment processor, it does so only as limited payment-receiving agent for the Activity Operator(s), temporarily and with the sole purpose to transfer the funds to the account of the Activity Operator(s) and in that capacity Activitar assumes no liability for any acts or omissions of the Activity Operator(s).

Any claims for refunds of payments actually received that are made under the Terms and Conditions offered by any Activity Operator, must be made to that Activity Operator directly, using the Customer Care contacts at the Activity Operator that is provided on the booking confirmation. Such claims are normally answered by Activity Operators within 21 days. Payments of refunds will be made from the Activity Operator's bank account to the Guest's bank account directly, or via a payment processor, at the election of the Activity Operator.

5. Cancellations

By making and paying for a booking with an Activity Operator on the Website, the Guest accepts and agrees to the Terms and Conditions including the cancellation and no-show policy of that Activity Operator. The Terms and Conditions of each Activity Operator is presented for reading during the reservation procedure and is accessible from the confirmation email received by a Guest. The cancellation policy in the Terms and Conditions may have a general non refundable rule or no refund after a date is reached closer than a number of days before the activity date and any other type of rule that may be designed by the Activity Operator.

Guests must therefore note that if they cancel a reservation the Terms and Conditions and specifically the cancellation policy therein will come into operation and will be applied to their reservation by the Activity Operator who will decide if any refund is due. The Guest shall therefore not be entitled to any refund of any prepaid amount unless the Activity Operator agrees or allows otherwise such refund under its cancellation policy.

To review, make changes to or cancel a reservation, the Guest must access his or her confirmation email and contact the Activity Operator on the customer care contact details provided on the confirmation email. Such claims are normally answered by Activity Operators within 21 days. The Guest may incur a charge for his or her cancellation or may not be entitled to any repayment of any prepaid amount. It is therefore very important that the Guest must take the time to carefully read and understand the cancellation and no-show policy in the Terms and Conditions of the Activity Operator before completing any reservation on the Website.

6. Information and Service Provided

The Service and Activity Operator details that the Website publishes is based on information provided and/or researched by Activitar and approved by Activity Operators. The Activity Operators use an online system to which they load and/or approve, update and maintain all rates, availability and other information about Services published on the Website and they continue to be responsible to maintain all the information for their business on which the Website and our Guests rely completely current, accurate, comprehensive and dependable. This includes descriptive information, rate information and information based on which availability is reported on the Website. Therefore the Website and the information it contains does not

constitute a recommendation, endorsement or guarantee by Activitar of any Activity Operator and their Services, quality or reliability.

While Activitar uses reasonable skill and care in executing our endeavour of aggregating Activity Operators and facilitating that they can present their Services to the public in an up to date manner via the Website, Activitar will not independently verify the accuracy of information, and we do not guarantee that all information provide a current, accurate, comprehensive and dependable representation of the Activity Operators and their Services. Nor do we guarantee that we will find and/or fix errors or inaccuracies committed by any Activity Operators or members of our own staff.

Activitar can not be held responsible for any inaccurate, misleading or untrue information or information not provided, any service interruptions (resulting from any outage, repair, upgrade or maintenance of our Website or otherwise) or errors (including due to manifest and typographical errors) whether any of the above relate to including, without limitation, the quality, reliability, dependability, the pricing, photographs, details of what products or services include or exclude, arrangements and requirements relating to services and, general product descriptions or any service or product or Website related data or event and disclaim liability from any such cause and similar causes.

Reviews and opinions published on the Website are intended to facilitate a broader and more varied perspective on the subject matter for Guests. Any reviews and opinions of locals, Activity Operators and their staff as well as any other industry participants, bloggers, writers or members of the public published are the personal opinion of the individuals and or companies concerned and does not represent the opinions of Activitar, and to the extent that any member of the Activitar employee base publishes a review or opinion or any other comment on this Website, that is also their own personal opinion and cannot be construed to be the opinion of Activitar. We do not endorse any opinions or reviews whether of Activity Operators, members of the public or any member of our staff published in the opinions and reviews sections of the Website, nor do we guarantee their value or accuracy.

Activitar makes no representation nor do we guarantee the availability of any Activity Operator, or Service(s) from time to time. The Website does not constitute and should not be interpreted as providing any recommendation or endorsement of the quality, service level, qualification or safety of any Service or Activity Operator distributed thereon.

Activitar does not guarantee that the Website or any Activitar-affiliated Website will be uninterrupted or error free, that defects will be corrected, or that Activitar.com or the servers that make it available are free of viruses or bugs. Activitar, Activitar Affiliates and their respective suppliers may make improvements and/or changes on the Website at any time. Activitar does not accept liability for damages caused by computer viruses, spyware and other malicious computer programs.

Guests therefore use or refrain from using the Website and information and data contained therein voluntarily and at their own risk and in full knowledge that Activitar excludes liability for their access or use of this Website including all the therein contained information and data and the products and services therein represented.

Activitar, upon finding rate related errors or booking pricing errors, shall have the right to correct such rate or pricing errors on our Website and on bookings made under a wrong rate or booking price but not yet consumed. In such event, if available, we will offer you the opportunity to keep your pending reservation at the correct price or we will cancel your reservation without penalty.

7. Provision of Submissions in the form of reviews, opinions, photographs and descriptions

Note that by submitting content or input to this Website whether by email, on site submissions or in another manner, whether in the form of reviews, visual images, video footage, suggestions, ideas or anything similar (collectively, "Submissions"), the Guest grants Activitar and its subsidiaries (collectively, the "Activitar Group") and the affiliated website partners through whom Activitar distribute its services

(collectively, the "Activitar Affiliates"), a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any digital media; and (b) use the name that the Guest submits in connection with such Submission.

The Guest agrees that Activitar may publish his or her name and town of residence together with any submission on the Website at Activitar's own discretion, and that such submissions may be shared with our Activity Operator partners. The Guest also grants Activitar the right to take legal action against any person or entity that infringes his or her or Activitar's rights in the Submissions by a breach of these Terms of Use. The Guest recognises and agrees that Submissions made are intended to be public and are not confidential or proprietary. The Guest hereby relinquishes any and all 'moral rights' that he or she may have in Submissions including the right to have the Submission attributed to him or her or the right that the Submission may not be altered.

The Guest agrees that he or she has no objection to the publication, use, modification, deletion or exploitation of his or her Submissions by Activitar, the Activitar Companies or any Activitar partners or licensees. Activitar takes no responsibility and assumes no liability for any Submissions posted or submitted by the Guest. Activitar is not obliged to publish the Submissions of the Guest; and Activitar reserves the right in our own discretion to determine which Submissions are published on the Website. A Guest should only provide Submissions to this Website if he or she agrees completely with these Terms of Use.

ANNEXURE D

Activitar Privacy Notice

This privacy notice forms part of your agreement with Activitar.

During our interactions, you share personal information with **Tornado Tour Systems (Pty) Ltd, trading as Activitar**, registration number **2004/000954/07**.

This notice tells you what to expect when we collect information from you and how we use it.

It is part of our agreement with you, and we may need to update it occasionally. When we do, we will inform you. You should read this notice along with our terms and conditions that apply to the products and services you use.

If you have any questions about this policy, please contact us by email at **privacy@activitar.com** or by phone on **+2787 250 0276**

We collect your information:

We collect your information in the circumstances outlined below. Sometimes we are required by law to collect your information, for instance, if tax legislation forces us to collect personal information.

When you sign up for and implement our reservation system and online distribution service

We need some general information before we can enter into an agreement and you can begin to use our reservation system and online distribution service.

We **collect** your:

1. company name
2. contact details
3. VAT number
4. banking details
5. details related to your operating processes and offerings
6. details contained in your company registration documents
7. identity documents of your mandated officials
8. proof of address of your mandated officials
9. proof of banking details

We **use** this information to:

1. load you on our services and configure the system
2. set up and process payments via the payment gateway
3. communicate with you
4. provide training
5. process orders
6. provide your offerings to clients via activitar.com

7. provide support
8. send you statements, receipts, invoices or any other legal documents that relate to your transaction
9. fulfill our legal obligation to use or disclose your information

Legal basis for processing:

Data protection legislation allows us to process personal information when it is necessary for the performance of a contract with you. In other instances, we are required by law to collect your information, for instance tax legislation forces us to collect personal information.

When you use our service

In order for our service to function properly, 'customer data' is generated and collected. This includes your, and your clients' personal information. We **collect** your clients' names, contact details, and details about their bookings.

We use customer data to process bookings and reservations on our reservation system and distribution service, to analyse and improve our services and to identify and solve problems where they may appear.

Legal basis for processing:

Data protection legislation allows us to process personal information when it is necessary for the performance of a contract with you.

When you contact us, we collect information from your message

When you contact us by social media, email, our support service or telephone with a query, complaint, or request, we **collect** the information contained in your message. We **use** the information we collect to reply to, investigate, and resolve your query, complaint, or request.

Legal basis for processing:

Data protection legislation allows us to process personal information when it is in our interest and we have chosen the least invasive way to process the information. It is in both our interest to reply to, investigate, and resolve your queries, complaints, and requests.

We use your information to send you our newsletter

We have a monthly newsletter that is delivered by email.

We'll ask you whether you want to receive the newsletter, if you agree it is important that you know you can unsubscribe at any time by following the unsubscribe link at the bottom of the email or by contacting us.

Legal basis for processing:

Data protection legislation allows us to process personal information when you have given us your express consent.

What about children's information?

We do not knowingly collect the personal information of children without the consent of a parent or guardian.

We share your information with trusted service providers

We use service providers and suppliers who we trust to assist us in providing our services to you. They have agreed to keep your information secure and confidential, and to only use it for the purposes for which we have sent it to them.

We share your information with service providers when they help us to:

1. store information
2. process payments
3. ensure you have access to the services you paid for
4. deliver our newsletter
5. help monitor the effectiveness of our promotions and advertising
6. help us manage our business, for instance accountants and professional advisors.
7. maintain our website
8. find and fix errors and performance issues on our website

Sometimes we will be required by law to share your information. For instance, we may be required to share your information with the South African Fraud Prevention Services. We will not sell your information or share information with third parties for the purposes of direct marketing (we don't like spam either).

We send your information to other countries

Some of the service providers that we use may be located in other countries; for instance, our cloud storage service. These countries may not have the same levels of protection of personal information as South Africa. If this is the case, we require that they undertake to protect the personal information of our customers to the same level that we do.

We don't keep your information longer than we need to

We will not retain your information for longer than we need to, unless we are legally required to do so. Most of your personal information will be retained for 5 years from the date of your last transaction with us. However, we may keep your contact details for longer for marketing and mailer purposes.

We have taken reasonable steps to minimise the impact of a breach

We have implemented reasonable security measures based on the sensitivity of the information we hold. These measures are in place to protect the information from being disclosed, from loss, misuse, and unauthorised access, and from being altered or destroyed.

We regularly monitor our systems for possible vulnerabilities and attacks, but no system is perfect and we cannot guarantee that we will never experience breach of any of our physical, technical, or managerial safeguards. If something should happen, we have taken steps to minimise the threat to your privacy. We will let you know of any breaches that affect your personal information and inform you how you can help minimise the impact.

You also have a role to play in keeping your information secure. For example, you should never share personal information with us in an email, because while our servers are protected, it is still possible that email can be intercepted. Instead, contact the Activitar support team at +2787 250 0276, which will connect you to Chris Coetzee, our information officer.

You have the right to be informed about the personal information we have, and what we do with it

You have the right to know what kind of personal information we have about you, to correct it, and to opt out of marketing.

You have the right to

1. ask us what we know about you;
2. ask what information was sent to our suppliers, service providers, or any other third party;
3. ask us to update, correct, or delete any out-of-date or incorrect personal information we have about you;
4. unsubscribe from any direct marketing communications we may send you; and
5. object to the processing of your personal information.

You can request access to the information we have about you, or correct your personal information by contacting our deputy information officer at **privacy@activitar.com**. It can take us up to 21 days to respond to your request because there are procedures that we need to follow. In certain cases, we may require proof of your identity, and sometimes changes to your information may be subject to additional requirements such as valid proof of residence.

Your rights in terms of the GDPR:

If you are in the European Union, you have these rights in terms of the GDPR:

1. The right to be informed about the collection and use of your personal information.
2. The right to access your personal information. You may make such a request from us by contacting **privacy@activitar.com**. We may take one month to respond to your request and may charge a fee in some circumstances. We will let you know if this is the case.
3. You have a right to have inaccurate personal information corrected or completed if it is incomplete. You may make such a request from us by contacting **privacy@activitar.com**. We may take one month to respond to your request and may refuse in certain circumstances.
4. You have the right to have your personal information erased, also known as the 'right to be forgotten'. You may make such a request from us by contacting **privacy@activitar.com**. We may take one month to respond to your request and may refuse in certain circumstances.
5. You have the right to request that we restrict or suppress your personal information. You may make such a request from us by contacting **privacy@activitar.com**. We may take one month to respond to your request and may refuse in certain circumstances.
6. You have the right to reuse your personal information for your own purposes across different services, also known as the right to data portability.
7. You have the right to object to us processing your personal information in certain circumstances. You may make your objection by contacting **privacy@activitar.com**. We may take one month to respond to your request. There are legitimate reasons why we may refuse your objection, which depend on why we are processing it.
8. You have the right to complain to a supervisory authority in the Member State where you live or work, or where the infringement took place.
9. You have the right to object to automated decision-making and profiling.

10. You may ask that a human review any automated decisions that we make about you, express your point of view about it, and obtain an explanation of the decision. You may challenge any automated decision made about you by contacting **privacy@activitar.com**. We may take one month to respond to your request.

ANNEXURE E

Ceres Zipline Adventures Terms and Conditions

Ceres Zipline Adventures is a business in the extreme adventure activity industry

Indemnity

All guests are obliged to sign an indemnity form that indemnifies the property owners and the activity operator of all and any injuries and or death.

Return and Refunds policy

The provision of goods and services by Ceres Zipline Adventures is subject to availability. In cases of unavailability, Ceres Zipline Adventures go to every endeavour to rebook/reschedule the service. If that is not possible, it will be considered to refund the client soon as possible.

Cancellation policy

30 days cancellation before arrival 100% refund

29 – 15 days cancellation before arrival 75% refund

14 – 4 days cancellation before arrival 50% refund

3 days-24 hrs cancellation before arrival 0% refund

Customer privacy policy

Ceres Zipline Adventures shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from:

http://www.polity.org.za/attachment.php?aa_id=3569

Payment options accepted

Payment may be made via Visa, MasterCard, credit cards for online bookings. Bank transfers or cash will only be accepted for direct bookings into the Ceres Zipline Adventures bank account, the details of which will be provided on request

Credit card acquiring and security

Credit card transactions will be acquired for Ceres Zipline Adventures via PayGenius (Pty) Ltd who are the approved payment gateway. PayGenius uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to <https://info.paygenius.co.za/> to view their security certificate and security policy.

Customer details separate from card details

Customer details will be stored by Ceres Zipline Adventures separately from card details which are entered by the client on PayGenius secure site. For more detail on PayGenius refer to <https://info.paygenius.co.za/>

Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).

Arrangements

When: This service is available all year round. We are open every day, including Public Holidays. South African school holidays and public holidays are considered high season.

Where: Our Ceres office in Voortrekker Street.

Weather: This service is not weather dependent. "We go, rain or snow!"

What to Wear: NO dresses or skirts. Long or short pants. Comfortable flat sole shoes preferably closed. (Sneakers/hiking boots) Elastic band to tie up long hair. If it is raining you'll be given a 2 piece rain suit to wear at no extra charge. Sunglasses should preferably have a neck strap.

Things to Bring: Your camera. Your GoPro/helmet mounted action camera. Should you wish to bring your cell phone along for taking photos, please ensure that you wear pants that have a low leg pocket with a zip or buttons to safely carry your phone. Remember to bring along sunblock in Summer! Dress warmly for our Winters! No selfie sticks.

Guests or Spectators

Please note that the road leading up to the Ziplines is not accessible with your own vehicle.

This is a restricted access road and not a public road.

The Ziplines are located in the Ceres Nature Reserve and public access is only by foot.

Guests not participating are welcome to wait at the office or enjoy refreshments at the coffee shop/deli next door (for your own account)

Spectators are welcome to drive to the entrance (4km from our office), park there and walk up to the Ziplines. The first part of the road is gravel and then it is a tarred road. The complete walk to the starting point is about 2, 5 km uphill and downhill. The spectators would have to go ahead of the

departing group as it may take a while for them to walk up to the starting point.

Requirements

Minimum Age: 3 years

Fitness Level: No Fitness Requirement

Qualifications: Not Applicable

Maximum Weight: 120.0 kg

Experience Level: No Experience Requirement

Inclusions and Exclusions

Inclusions

Safety briefing, instructions, all equipment and guides.

Water during the tour and another water after the tour.

Exclusions

Transfers

Meals

Restrictions

Must be physically able to walk at least 150 m unassisted.

Pregnant ladies.

Persons with spinal and neck problems.

Persons that weigh more than 120 kg or that the harness does not fit comfortably.

Persons with severe Acrophobia (Fear of Heights). We have had many wonderful cases of people overcoming their fear of heights, due to the patience and professionalism of our guides.

People under the influence of drugs or alcohol may NOT participate.

Must be physically able to walk at least 150 m unassisted.

Merchant Outlet country and transaction currency

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).

Responsibility

Ceres Zipline Adventures takes responsibility for all aspects relating to the transaction including sale of goods and services sold on this website, customer service and support, dispute resolution and delivery of goods.

Country of domicile

This website is governed by the laws of South Africa and Ceres Zipline Adventures chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature.

Variation

Ceres Zipline Adventures may, in its sole discretion, change this agreement or any part thereof at any time without notice.

Company information

This website is run by Ceres Zipline Adventures based in South Africa trading as Ceres Zipline Adventures and with registration number 2010/09080/23.