

EMERALD RESORT & CASINO

WEBSITE TERMS AND CONDITIONS

1. **About us**

Emerald Safari Resort (Pty) Ltd
Registration number: 1997/007634/07
(Emerald or We)

Emerald is the Vaal's premier leisure and business destination, situated at 777 Frikkie Meyer Boulevard Vanderbijlpark.

2. **Use of Site**

You may only use this site to browse the content, make legitimate bookings and shall not use this site for any other purposes, including without limitation, to make and speculative, false or fraudulent booking. This site and the content provided in this site may not be copied, reproduced, republished, uploaded, posted, transmitted or distributed. 'Deep linking', embedding or using analogous technology is strictly prohibited. Unauthorised use of this site and/or the materials contained on this site may violate applicable copyright, trademark or other intellectual property laws or other laws.

3. **Disclaimer of Warranty**

The contents of this site are provided "as is" without warranty of any kind, either expressed or implied, including but not limited to warranties of merchantability, fitness for a purpose and non-infringement.

The owner of this site, the authors of these contents and in general anybody connected to this site in any way, from now on collectively called "Providers", assume no responsibility for errors or omissions in these contents.

The Providers further do not warrant, guarantee or make any representation regarding the safety, reliability, accuracy, correctness or completeness of these contents. The Providers shall not be liable for any direct, indirect, general, special, incidental or consequential damages (including-without limitation-data loss, lost revenues and lost profit) which may result from the inability to use or the correct or incorrect use, abuse, or misuse of these contents, even if the Providers have been informed of the possibilities of such damages. The Providers cannot assume any obligation or responsibility.

4. **Emerald's Rights**

Emerald reserves the right to:

- 4.1 Modify or withdraw, temporarily or permanently, the Website (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Website; and/or
- 4.2 Change these Conditions from time to time, and your continued use of the Website (or any part of) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Conditions have been changed. If you do not agree to any change to the Conditions then you must immediately stop using the Website.
- 4.3 We will use our reasonable endeavours to maintain the Website. The Website is subject to change from time to time. You will not be eligible for any compensation because you cannot use any part of the Website or because of a failure, suspension or withdrawal of all or part of the Website due to circumstances beyond our control.

5. **Privacy Policy**

We are committed to protecting your privacy. This privacy policy applies to all the web pages related to this Website.

All the information gathered in the online forms on the Website is used to personally identify users that subscribe to this service. The information will not be used for anything other than which is stated in the Terms & Conditions of use for this service. None of the information will be sold or made available to anyone.

The Site may collect certain information about your visit, such as the name of the internet service provider and the Internet Protocol (IP) address through which you access the internet; the date and time you access the Site; the pages that you access while at the Site and the internet address of the Website from which you linked directly to our Site. This information is used to help improve the Site, analyse trends, and administer the Site.

We may need to change this policy from time to time in order to address new issues and reflect changes on our site. We will post those changes here so that you will always know what information we gather, how we might use that information, and whether we will disclose

that information to anyone. Please refer back to this policy regularly. If you have any questions or concerns about our privacy policy, please send us an E-mail.

By using this website, you signify your acceptance of our privacy policy. If you do not agree to this policy, please do not use our site. Your continued use of the Website following the posting of changes to these terms will mean that you accept those changes.

6. 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 customise 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.

7. Third Party Links

In an attempt to provide increased value to our Users, we may provide links to other websites or resources. You acknowledge and agree that we are not responsible for the availability of such external sites or resources, and do not endorse and are not responsible or liable, directly or indirectly, for the privacy practices or the content (including misrepresentative or defamatory content) of such websites, including (without limitation) any advertising, products or other materials or services on or available from such websites or resources, nor for any damage, loss or offence caused or alleged to be caused by, or in connection with, the use of or reliance on any such content, goods or services available on such external sites or resources.

8. Availability

Bookings are dependent on availability.

9. Pricing

All transactions will be processed in South African Rands (ZAR).

10. Country of Outlet

Republic of South Africa via Standard Bank of South Africa Limited

11. **Payment Options**

11.1. Credit Cards

Master Card and Visa are available.

If you do not have a credit card please utilise one of the other payment options, or simply log off and return to the site at a later time to complete your booking. All of your booking details will be saved online under in the 'Your Account' (DN) section available for use whenever you're ready! Sorry for the inconvenience.

11.2. Master Pass

Absa Bank Limited

Standard Bank of South Africa Limited

Nedbank Limited

First National Bank Limited

11.3. EFT

One of the most widely used ways of sending money online. Once you have made your booking, select the option to pay via EFT. You will then have to load Emerald as a beneficiary on your internet banking and use the unique order number in the reference line for your payment. This should ensure speedy processing.

12. **Security Police**

12.1. Virtual Card Services (VCS) process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.

12.2. VCS is providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. VCS internet servers are protected by firewalls and intrusion detection systems.

12.3. Emerald does not have access to credit details.

12.4. VCS continually reviews and enhances its security in line with technological changes.

13. **Monitoring**

We have the right, but not the obligation, to monitor any activity and content associated with the Website. We may investigate any reported violation of these Conditions or complaints and take any action that we deem appropriate (which may include, but is not limited to, issuing warnings, suspending, terminating or attaching conditions to your access and/or removing any materials from the Website).

14. **Booking conditions**

14.1. All quoted rates are subject to change without prior notice.

14.2. To guarantee your booking the full amount is required within 48 hours of making your booking, but not later than 48 hours prior to your arrival. If the payment is not received as stipulated, your booking will be cancelled without prior notice.

14.3. All no show reservations or reservations cancelled 48 hours or less, prior to arrival are subject to a cancellation fee equal to one night's accommodation charge.

14.4. Any reservation made for 10 (ten) people or more, including leisure bookings, will constitute a group booking and will be subject to the conclusion of a written agreement. The group bookings will furthermore be subject to the following payment terms:

14.4.1. 50% on confirmation of the booking;

14.4.2. the balance of the amount due to us shall be settled at least 14 (fourteen) days prior to the arrival date, failing which we will have the right to cancel the reservation.

14.5. Should a group booking be cancelled in the event of a no show, the following cancellation charges will apply:

14.5.1. 60 (sixty) days plus prior to the arrival date:

a cancellation fee of 10% of the rate specified in the quotation and/or function sheet, whichever is the greater;

14.5.2. 59 (fifty nine) to 30 (thirty) days prior to the arrival date:

a cancellation fee of 50% of the rate specified in the quotation and/or function sheet, whichever is the greater;

- 14.5.3. 29 (twenty nine) to 24 (twenty four) days prior to the arrival date:
a cancellation fee equal to 100% of the rate specified in the quotation and/or function sheet, whichever is the greater.
- 14.6. We shall be entitled to retain all monies already paid by you in full or partial settlement (as the case may be) in respect of the cancellation charges as set out above.
- 14.7. Check-in-time is 14h00 and check-out time is 10h00. Please be advised that there will be a charge for all late departures.
- 14.8. All incidental extras are to be settled directly at reception on departure. An imprint of your credit card per room will be required at check-in to cover incidentals. This will be reversed/refunded at check-out if no incidentals were enjoyed during your stay.
- 14.9. For chalet bookings please note the following: 1 Bedroom and 2 Bedroom Chalets have 1 parking each and 3 Bedroom Chalets have 2 parking bays.
- 14.10. Please note that smoking is not allowed in the Hotel, Lodges or Chalets and fines may be imposed.
- 14.11. Please note that no day visitors are allowed at the Lodges or River Resort.
- 14.12. Reception Operating hours:
Hotel & Bush Lodges : Open 24 hours
Chalet at River Resort : Open from 08:00 – 22:00 Monday to Saturday, and 08:00 – 17:00 on Sunday's (After hour check-in for the Chalets can be done at the Hotel reception)
- 14.13. Child policy
Children under 2 (two) (limited to one child) stay free. Should more than one child accompany you, a family room must be booked. Baby cots must be requested before arrival and is subject to availability.
- 14.14. Family room (Hotel)
A maximum of 4 (four) people can be accommodated in an interleading family room, irrespective of age.
- 14.15. By accepting these terms and conditions, you are bound by the terms thereof and accept responsibility to pay for all persons on whose behalf this booking is made (including yourself) and warrant that you are authorised to represent all such persons.

14.16. A certificate duly signed by the Hotel Manager, shall be proof of your indebtedness to Emerald and can be used in any court proceedings.

14.17. Upon check-in all guests are required to produce a valid identity document or passport and to complete a registration card as proof of residence, and indebtedness for extra's and incidentals.

15. **Your responsibility**

You shall be held responsible for any damages caused to the allocated rooms furnishings, utensils and equipment therein, by any act or omission by you or your family, employees or invitees.

16. **Law**

The Conditions will be exclusively governed by and construed in accordance with the laws of South Africa whose Courts will have exclusive jurisdiction in any dispute, save that we have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

17. **Updating of these Terms and Conditions**

We reserve the right to change, modify, add to or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's continued use of this Website following the posting of changes or updates that will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.