

PROMOTIONAL OFFER ON TRAVEL RELATED TERMS AND CONDITIONS

1 THE PROMOTIONAL OFFER

Nedbank Limited, in partnership with Nedbank Travel Offers (the 'Promoter') is offering you the opportunity to make use of various discounted rates as detailed below when booking your next trip (the 'Promotional Offers')

2 WHO CAN TAKE USE OF THE OFFER:

In order to benefit from the promotional offer, you will have to:

- 2.1 be a Nedbank credit and debit cardholder with an open and active account; and
- 2.2 book through the Nedbank Travel website at nedbanktravel.co.za (save for the Sun International offer).

3 HOW TO ACCESS THE DISCOUNT

- 3.1 Log onto the Nedbank Travel website and select the items you wish to purchase. Discount will also be displayed on the website and will be automatically applied to shopping total when paying with your Nedbank credit or debit card.
- 3.2 When making use of the Sun International offer, an alternative process is set out below.

4 PROMOTIONAL OFFERS AND ADDITIONAL AND/OR SEPARATE T&CS

4.1 AHA RESORTS

- 4.1.1 Customers will receive 20% (twenty percent) off the Best Available rate of the day,
- 4.1.2 Full payment is required in order to confirm a booking.

4.2 AVIS RENTAL

- 4.2.1 Customers will receive 10% (ten percent) off the Best Available rate of the day.
- 4.2.2 The discount will apply for rentals of vehicles for domestic travel only.
- 4.2.3 Pricing will include Super Waivers.

4.3 **EMIRATES**

- 4.3.1 Discounts for the different Classes are as follows:
 - 4.3.1.1 First Class: 25% (thirty percent);
 - 4.3.1.2 Business Class: up to 35% (thirty five percent);
 - 4.3.1.3 Economy class: up to 35% (thirty five percent); and
 - 4.3.1.4 Sale or Tactical fares: 5% (five percent).
- 4.3.2 Discount is valid on Child fares too
- 4.3.3 This discount is applicable only on the airfare portion of the ticket and NOT the fuel surcharge, airport taxes or any additional charges.
- 4.3.4 The discount is not transferrable.
- 4.3.5 This offer is subject to availability of seats, flights, and selected classes.
- 4.3.6 This discount is only valid on flights that originate in South Africa.
- 4.3.7 The discount will only be valid on flights with a maximum of 4 sectors for return flights and 2 sectors for one way flights. The discount will not be valid on any additional sectors in the same ticket.
- 4.3.8 Flights that are booked with mixed classes i.e. half economy half business, half business half first class will receive the lowest class discount.
- 4.3.9 These discounts are valid on specific routes, return tickets as well as one way tickets out of South Africa These discounts are applicable on all routes excluding, Jeddah, Madinah, Male, Mauritius, Seychelles, Phuket, Denpasar and Cebu.
- 4.3.10 These discounts are valid on Emirates Airlines published fares only. If the Emirates tactical fare is in line or higher than the Nedbank offer the 5% tactical discount will not apply.
- 4.3.11 The travel agency reserves the right to charge services fees for amended or cancelled bookings.
- 4.3.12 An infant is anyone aged up to 23 months and a child from 24 months to 11 years and 11 months based on the date of the return flight.
- 4.3.13 Quotations are only valid for the day and fares may change without notice.
- 4.3.14 Refunds and cancelations will be done based on airline terms and conditions. Clients will be responsible for all penalties and charges from the airline.

4.4 **ETIHAD**

- 4.4.1 Discounts for the different Classes are as follows:
 - 4.4.1.1 Economy up to 30% (thirty percent)
 - 4.4.1.2 Business Class up to 25% (twenty five percent)
 - 4.4.1.3 On all Booking classes excluding Y & J.
- 4.4.2 Discounts only applicable to the following routes, originating from South Africa to:
Amsterdam; Abu Dhabi; Dubai; Bangkok; Mumbai; Cairo; Colombo; Delhi; Dublin;
Dusseldorf; Frankfurt; Geneva; Phuket; Jakarta; Kuala Lumpur; Lahore; London-
Heathrow; Chennai; Manchester; Melbourne; Manila; Munich; New York; Paris; Rome;
Sydney.

4.5 **SUN INTERNATIONAL**

- 4.5.1 Customers can get from 40 – 60% off when making a booking at any of the Sun International Hotels.
- 4.5.2 Discounted rates apply only when a Customer books at least two nights' stay at any Hotel.
- 4.5.3 The Nedbank Sunpin number (114171607) is required when making a booking at crobook@suninternational.co.za.
- 4.5.4 A maximum of two rooms can be reserved per booking. A maximum of two children under 12 years sharing with adults are accommodated free of charge in a family room. Breakfast for the children are included, except at Sibaya Lodge.
- 4.5.5 Rooms and rates are subject to availability. Rates are per person per night sharing (refer to individual resort's rates schedule for applicable room types) and include breakfast for adults and relevant taxes.
- 4.5.6 Rates are applicable to new reservations only. Existing bookings will not be charged at the discounted rates.
- 4.5.7 Rates are valid for South African residents only.
- 4.5.8 Rates are not applicable for group bookings.
- 4.5.9 A deposit equivalent to one night's stay is required when making a reservation. The balance is payable on arrival.
- 4.5.10 Cancellations within seven days before the arrival date will attract a cancellation fee equal to the first night's stay.

4.6 VIRGIN ATLANTIC

- 4.6.1 Get a discount on all flights as details below of up to 13% (Thirteen percent);
- 4.6.2 The discount will only apply to travel from OR Tambo International, Cape Town International, Durban King Shaka International Airport and Port Elizabeth to the following airport destinations:
United Kingdom: London Heathrow (LHR); Manchester (MAN); Edinburgh (EDI).
United States of America - Boston (BOS); Los Angeles(LAX); Las Vegas (LAS); Miami (MIA); New York (JFK); New York (EWR); Orlando (MCO); San Francisco (SFO); Washington (IAD); Atlanta (ATL); Seattle (SEA).
- 4.6.3 ZA Point of Sale
Agreement would apply to the following published tariffs operated by the Airline:
 - 4.6.3.1 Premium Economy W-published fare type
 - 4.6.3.2 Premium Economy S pre-fix published fare types
 - 4.6.3.3 Premium Economy H pre-fix published fare types
 - 4.6.3.4 Economy Y- published fare type booked in Y class
 - 4.6.3.5 Economy B pre-fix published fare type booked in B class
 - 4.6.3.6 Economy R pre-fix published fare type booked in R class
 - 4.6.3.7 Economy L pre-fix published fare type booked in L class
 - 4.6.3.8 Economy U pre-fix published fare type booked in U class
 - 4.6.3.9 Economy M pre-fix published fare type booked in M class
 - 4.6.3.10 Economy E pre-fix published fare type booked in E class
 - 4.6.3.11 Economy Q pre-fix published fare type booked in Q class
 - 4.6.3.12 Economy X pre-fix published fare type booked in X class
 - 4.6.3.13 The Agreement would apply only to travel originating and ticketed in:
- 4.6.5 ZA (South Africa): utilising applicable ZAR published tariffs only

4.7 CITY LODGE

- 4.7.1 Get a discount of 25% (twenty five percent) off weekends (Friday, Saturday and Sunday);
- 4.7.2 Get a discount of 5% (five percent) off weekdays (Monday, Tuesday, Wednesday and Thursday)
- 4.7.3 Valid for all Fairview/Courtyard Hotels, City Lodge Hotels and Town Lodges in Botswana, Kenya, Namibia, and South Africa.
- 4.7.4 Offer does not include Road Lodges.

- 4.7.5 Reservations to be made via the City Lodge Hotel Group booking platform on the Nedbank Travel portal;
- 4.7.6 Discounts are off the rack walk in-rates, in other words, official price that City Lodge Hotel Group (“CLHG”) charges for a typical room.
- 4.7.7 Offer may not to be used in conjunction with any other specials or negotiated rates.
- 4.7.8 CLHG Rewards Points will not be earned when making bookings through the Nedbank Travel portal.

5 RESERVATION AND PAYMENT

GENERAL

- 5.1 All information relating to this promotional offer published on any promotional material will form part of the terms and conditions of the promotional offer.
- 5.2 The Promoter, its associated companies, its agents, contractors and sponsors assume no liability or any direct or indirect loss or damage arising from participation in this promotional offer.
- 5.3 The Promoter may at its sole discretion amend these terms and conditions at any time, without notice, and such amendments will be effective from the date of publication of the revised terms and conditions on our app under ‘Terms and conditions’.
- 5.4 If required to do so, because of legislative or regulatory reasons, the promotional offer may be terminated immediately and without notice. In the event of such termination all participants agree to waive any rights they have as a result of the termination and acknowledge that they will have no recourse against us, our agents, contractors and/or sponsors.
- 5.5 All participants agree to be bound by these promotional offer terms and conditions.

6 Further information

Any questions or requests for more information on this offer should be directed to [087 232 3412](tel:0872323412) or info@nedbanktravelloffers.co.za



TERMS AND CONDITIONS:

All services provided by or on behalf of Nedbank Travel are subject to the terms and conditions as set out below:

SERVICES PROVIDED BY NEDBANK TRAVEL

Nedbank Travel, provides the service of hosting an online search and booking portal as well as a telephonic enquiry and booking service with its primary focus on flights and holiday packages which is exclusively available to Nedbank and American Express account holders.

ACCEPTANCE AND AUTHORITY

Qualifying card holders that wish to utilise the services indicate that they accept the terms and conditions by clicking on the “continue” button and proceeding to the passenger information page. Upon doing so such person is deemed to have read , understood and accepted the terms and conditions pertaining to their booking as well as that of any other person who is included in the booking. The service is exclusively available to Nedbank and American Express account holders and it is therefore required that the authorised account holder is the actual traveller or forms part of the group that is travelling. Account holders are not authorised to book any services provided by Nedbank Travel using their cards on behalf of any other person.

THIRD PARTY SERVICE PROVIDERS

Nedbank Travel acts on behalf of suppliers associated with the travel industry such as but not limited to: airlines, accommodation, transfer, tour operator suppliers. Nedbank Travel therefore represents these suppliers as agents only and accordingly will accept no liability for any loss, damage, injury, illness, harm or death (except if such loss or damage arises from the gross negligence or wilful misconduct of Nedbank Travel or any person acting for or controlled by Nedbank Travel) which any Client may suffer as a result of any act or omission on the part of or the failure of the supplier to fulfil their obligations, whether in relation to travel arrangements or otherwise.

The contract in use by the supplier (which is often constituted by the ticket issued by the supplier), shall constitute the sole contract between the supplier and the Client and any right of recourse the Client may have, will be solely against the supplier. It is the Client’s responsibility to familiarize themselves with such terms and conditions which are available on the supplier’s website or can be communicated to the client via the Nedbank travel contact centre.

Specific supplier terms and conditions may apply.



RESERVATIONS AND PAYMENT

Travel documents will only be released upon receipt of full payment and supporting documentation. Special terms and conditions regarding payment, change and cancellation fees may be imposed by various suppliers from time to time. All reservations are subject to such terms and conditions and it is the passenger's duty to ensure that they are familiar with the special terms and conditions of any such supplier. In the event of any payment being dishonoured, we reserve the right on behalf of ourselves and our suppliers to cancel all services, arrangements and bookings automatically. We furthermore reserve the right to claim any cancellation penalty and/or damages to cover the costs incurred by ourselves as a result of the dishonoured payment. Air tickets are required to be issued within a specified time limit from the date the reservation is made and payment must be remitted to the airline on that date. Should payment not be received we will be unable to issue such tickets and the airline will automatically cancel the flights. Please therefore refer to your confirmation for details regarding the ticketing time limits.

QUOTES

Quotes are provided at the ruling daily exchange rate. Until Nedbank Travel receives full payment, we reserve the right to amend any quote. Should a quote increase as a result of an exchange rate fluctuation, the client undertakes to pay for any increase on demand. The onus is left up to the client to check that there have been no changes in the price/quote prior to making payment. All quotes are subject to availability and validity.

AMENDMENTS/ CANCELLATIONS/REFUNDS

Cancellation and Amendment fees are applicable on all bookings. Please contact the Nedbank contact centre for the relevant supplier's information on applicable fees.

No refund for unused services will be considered if cancelled after departure. We urge all passengers to ensure that purchase necessary travel insurance. Once we have established the possible refund you are entitled to, we will request it with the airline on your behalf. For flight bookings the refund will be made by the airline directly to the account the booking was originally paid with. This can take 6 to 8 weeks depending on the airline. Nedbank Travel reserves the right to charge an amendment fee for amendments to confirmed bookings. This amendment fee is charged in addition to any amendment fees which may be charged by the relevant supplier. Suppliers have the right to cancel any services prior to departure, in which event payment (Less Nedbank Travels Service Fee's) will be refunded by the supplier to the client without any further obligation on the part of Nedbank Travel. Nedbank Travel reserves the right to charge a fee for processing a request for a refund on behalf of the client. In events such as these,



it is the clients responsibility to refer to the suppliers rules and conditions on cancellations amendments and refunds which can be obtained on the suppliers websites.

DOCUMENTATION

It is the responsibility of each passenger to ensure that they are in possession of the correct and required documentation prior to departure. Nedbank Travel will not accept any responsibility for any consequences of any nature whatsoever, arising from the passengers failing to ensure that they have complied with the necessary health/passport/visa required/birth certificate requirements. All children under the age of 18 are required to travel with an unabridged birth certificate.

Passports must be valid for 6 months after your date of return on any trip and therefore passengers will be denied entry into any country if their passport expires before the 6 month period. If you are a South African permanent resident travelling on a foreign passport, you must make sure you have the correct documentation from home affairs to travel. All travel documents have to be in the name appearing on your passport

E-TICKETING DOCUMENTATION REQUIRED FOR TRAVELING

It is the client's responsibility to ensure that they are in possession of all relevant travel documents prior to commencing with their travels. For example, the Client must be ready to show their passport or identity document and e-ticket at the check-in counter of the airline concerned, or, to the extent applicable, their passport or identity document at the check-in counter for their accommodation. Certain airlines require the physical credit card, used to make payment, to be presented at check-in or a copy of the credit card and the card-holders ID, in addition the above mentioned documents. The requirement to have a valid passport or identity document will apply to all members of a travelling party and for each minor travelling (including infants).

VISAS

South Africans often need a visa to travel. Check all boarder crossings especially if you are on a cruise, If you cross any ocean boarder, you may need a visa according to the maritime law of the country concerned. We would like to draw your specific attention to the fact that you are responsible for your own visa. If you are unsure of the visa requirements of any country, we advise you to contact Nedbank Travel contact centre or the embassy of the country that you are travelling to for more information on the requirements prior to you confirming a booking. Nedbank Travel cannot be held liable for any claims resulting from a country refusing your entry. We also cannot be held liable for any incorrect advice given by visa companies or embassies



HEALTH

It is the clients responsibility to familiarise themselves with the health and vaccination requirements of the destination that they are travelling to prior to departure. It is a requirement from certain airlines that you are physically fit to travel and that you will obey the rules and regulations of the airline and orders and instructions from the medical officers . Airlines reserve their right to require guests to disembark or to refuse to board a guest who in the judgement of a medical officer is unfit to travel or may require care that is beyond the care which the airline is able to supply. Pregnant women who have entered their thirty second (32) week of pregnancy will not be allowed to board a flight.

INSURANCE

Nedbank Travel strongly suggests that all Clients take out adequate insurance cover in order to cover instances such as cancellation due to illness, accident or injury, personal accident and personal liability, loss of or damage to baggage and sports equipment. (Note that this is not an exhaustive list). Nedbank Travel will be held liable or take responsibility if the Client fails to take adequate insurance cover. It shall not be obligatory upon Nedbank Travel to effect insurance for the Client (since this service does not fall within the scope of the Services) except upon detailed instructions given in writing by the Client. All insurance effected by Nedbank Travel pursuant to such instruction will be subject to such exceptions and conditions as may be imposed by the insurance company or underwriters accepting the risk. Nedbank Travel shall not be obliged to obtain separate cover for any risks so excluded. Should the insurers dispute their liability for any reason, the Client will have recourse against the insurers only. Please note that various credit card companies offer limited levels of travel insurance, which in Nedbank Travels view may not be sufficient cover for international travel. The client is advised to check with their respective credit card companies in order to obtain the specific details of the cover offered, and determine whether this is sufficient for the Client's requirements.

SPECIAL REQUIREMENTS

Passengers that have special requirements such as meals, wheelchair and seating requests are advised to call the Nedbank Travel contact centre for assistance. These special requests will be forwarded to the supplier however it is the supplier's responsibility to honour these requests and Nedbank Travel cannot be held accountable in the event that such special requests are not honoured by the supplier.



FLIGHT RECONFIRMATIONS

It is the passenger's responsibility to ensure that you re-confirm the departure date and times of all your flights at least 72 hours prior to departure. This is particularly important in respect of subsequent journeys, once leaving South Africa and Nedbank Travel hereby specifically excludes any liability for any delay and/or any loss as a result of your failure to re-confirm any flight and/or connecting flight.

UNSCHEDULED EXTENSIONS

In the unlikely event of there being an unscheduled extension to the final itinerary caused by flight re-scheduling, flight delays, bad weather, strikes or any other cause which is beyond the control of Nedbank Travel, its agents or the supplier, any expenses relates to such unscheduled extensions (hotel accommodation etc) will be for the clients own account.

LAW AND JURISDICTION

These Conditions shall be governed by the law of South Africa and the jurisdiction of South African courts will govern the relationship between the Client and Nedbank Travel. Nedbank Travel shall be entitled to institute any legal proceedings arising out of or in connection with this contract in any Magistrates Court having jurisdiction in terms of Section 28 of the Magistrates Court Act no. 32/1944 as amended, notwithstanding that the amount in issue may exceed the limits of such jurisdiction

AMENDMENT OF THESE CONDITIONS

No amendment, cancellation or waiver of any term or right referred to herein shall be valid or binding unless reduced to writing and signed by both the Client and a duly authorized representative of Nedbank Travel.

LIMITATION OF LIABILITY

Nedbank Travel, its consultants, directors, servants or agents will under no circumstances be liable for any claim, loss, damage or injury suffered by any person, whether to the person or property, howsoever caused whether or not arising from any act, omission, default or negligence on the part of Nedbank Travel, unless such claim is due to the gross negligence or wilful conduct of Nedbank Travel and such claim is lodged in writing with Nedbank Travel within thirty (30) days after the date on which the booking



is made . Under no circumstances will Nedbank Travel be liable for any indirect or consequential loss or damage.

LEGAL FEES

In the event that Nedbank Travel has to engage a lawyer to enforce any of its rights in terms of these Conditions or otherwise, and in the event that Nedbank Travel is successful in the enforcement of such rights, the client will be liable for all legal fees at an attorney and own client scale.

CONFIDENTIALITY

Subject to statutory constraints or compliance with an order of court, Nedbank Travel undertakes to deal with all Client information of a personal nature on a strictly confidential basis.

GENERAL TERMS AND CONDITIONS FOR ONLINE BOOKINGS

BOOKINGS ONLINE

Please note that over and above the online terms and conditions as set out below ('the Online Conditions'), all online Bookings made via the Sites are subject to the Conditions which appear above. Where there is a conflict between the two, the Conditions will prevail.

INTELLECTUAL PROPERTY

The Sites are owned by Nedbank Travel and the domain names are registered in the name of Nedbank Travel. All intellectual property rights in and to the aforementioned vests in Nedbank Travel. None of the content or data found on the Sites may be reproduced, sold, transferred, or modified without the express written permission of Nedbank Travel.

COPYRIGHT AND TRADEMARK NOTICES

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CHANGES & MODIFICATIONS OF THESE TERMS AND CONDITIONS

Nedbank Travel may make future changes, deletions or modifications to the Online Conditions, information, graphics, products, features, functionality, services, and links at any time without notice and the Client's subsequent viewing or use of the Sites and/or the conclusion of a transaction with Nedbank Travel will CONSTITUTE THE CLIENT'S AGREEMENT to such changes, deletions and modifications, as the case may be. The CLIENT AGREES TO ACCEPT AND BE BOUND BY the Online Conditions and notices which are in effect at the time of the Client's use of the Sites and facilities.

ACCESS AND USE

The Sites are offered to the Client ON CONDITION THAT THE CLIENT ACCEPTS, without modification, the Online Terms. By clicking "continue" on the Passenger information page, prior to any conclusion of any transaction on the Sites, the Client agrees to all the Online Conditions and notices.

Access to and use of the Sites are ENTIRELY AT THE CLIENT'S RISK. Nedbank Travel may discontinue or suspend the Sites at any time without notice, and it may block, terminate or suspend any Client's access at any time for any reason in its sole discretion, even if access continues to be allowed to others [provided that such right to block, terminate or suspend any Client's access is not exercised unfairly on the basis of one or more grounds of unfair discrimination as contemplated in section 9 of the Constitution of the Republic of South Africa, 1996 or Chapter 2 of the Promotion of Equality and Prevention of Unfair Discrimination Act].

PERSONAL AND NON-COMMERCIAL USE LIMITATION

The Sites are for the Client's personal and non-commercial use. The content and information on the Sites (including, without limitation, price and availability of travel, accommodation and/or other services), as well as the infrastructure used to provide such content and information, is proprietary to Nedbank Travel or the suppliers. Accordingly, the CLIENT UNCONDITIONALLY AGREES not to use the Sites or its contents or information for any purpose (direct or indirect) other than conducting Enquiries and making Bookings for personal, non-commercial use, such as (for example) for reselling purposes. Whilst the Client may make limited copies of its travel itinerary and related documents for travel, accommodation and/or other services purchased through the Sites, the CLIENT AGREES not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from the Sites. In addition, whether or not the Client has a commercial purpose, the CLIENT AGREES NOT TO:



- i. access, monitor or copy any content or information of the Sites using any means such as robot, spider, scraper or other automated means or any manual process for any purpose without express written permission of Nedbank Travel;
- ii. violate the restrictions in any robot exclusion headers on the Sites or bypass or circumvent other measures employed to prevent or limit access to the Sites;
- iii. take any action that imposes, or may impose, in the discretion of Nedbank, an unreasonable or disproportionately large load on the Travel Agent's infrastructure; or
- iv. deep-link to any portion of the Sites (including, without limitation, the purchase path for any travel services) for any purpose without express written permission of Nedbank Travel

LIABILITY DISCLAIMER

The information, software, products, and services published on the Sites may include inaccuracies or typographical errors. In particular, Nedbank Travel DOES NOT GUARANTEE THE ACCURACY of the hotel, air, and other travel products displayed on the Sites (including, without limitation, photographs, lists of hotel amenities, general product descriptions, etc.), much of which information is provided by the respective suppliers. Nedbank Travel DISCLAIMS LIABILITY for inaccuracies relating to the aforementioned information and descriptions. Changes are periodically added to the information herein. Nedbank Travel may make improvements and/or changes on the Sites at any time, in accordance with the provisions of the clause named 'Changes & Modifications of the Online Conditions'. Nedbank Travel makes NO REPRESENTATIONS about the suitability of the information, software, products, and services (together, 'the Relevant Information') contained on the Sites for any purpose, and the inclusion or offering for sale of any products or services on the Sites DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION of such products or services by Nedbank Travel. All Relevant Information is PROVIDED 'AS IS' WITHOUT WARRANTY of any kind.

The Travel Agent hereby DISCLAIMS ALL WARRANTIES AND CONDITIONS with regard to the Relevant Information, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and non-infringement. The suppliers are independent contractors and not agents or employees of Nedbank Travel or its affiliates. Affiliates include websites which click-through to the Website. Nedbank Travel is NOT LIABLE for the acts, errors, omissions, representations, warranties, breaches or negligence of any such supplier or for any personal injuries, death, property damage, or other damages or expenses resulting thereof. Nedbank Travel and its affiliates HAVE NO LIABILITY AND WILL MAKE NO REFUND in the event of any delay, cancellation, [overbooking], strike, force majeure or other causes beyond their direct control, and it has NO RESPONSIBILITY for any additional expense,

omissions, delays, re-routing or acts of any government or authority, it being recorded that the Client's recourse in this regard (if any) will be governed by the terms of its contract with the relevant Principals. In no event shall Nedbank Travel and/or their respective suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, the use of the Sites or with the delay or inability to use the Sites, or for any information, software, products, and services obtained through the Sites, or otherwise arising out of the use of the Sites, whether based on contract, tort, strict liability, or otherwise, even if Nedbank Travel and/or its respective suppliers have been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

Indemnification

The Client AGREES TO DEFEND AND INDEMNIFY Nedbank Travel and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including, but not limited to, reasonable legal and accounting fees, brought by:

- i. the Client or on the Client's behalf [in excess of the liability described above]; or
- ii. by third parties as a result of
 - a. the Client's breach of the Online Conditions and notices or any other documents referenced herein;
 - b. the Client's violation of any law or the rights of a third party; or
 - c. the Client's use of the Sites.

NO UNLAWFUL OR PROHIBITED USE

The Client WARRANTS UNCONDITIONALLY that the Client will not use the Sites for any purpose that is unlawful or prohibited by the Online Conditions and notices or any other prohibitions unlawful in terms of South African law.

Links to other Websites

There are links on the Sites which allow a Client to visit the sites of third parties. Neither these sites nor the companies to whom they belong are controlled by Nedbank Travel and it makes NO REPRESENTATIONS AND GIVES NO WARRANTIES concerning the information provided or made available on such sites nor the quality or acceptability of the products or services offered by any persons or entities referenced in any such sites. Nedbank Travels inclusion of hyperlinks to such websites does NOT IMPLY ANY ENDORSEMENT of the material on such websites or any association with its operators. Nedbank Travel has not tested and MAKES NO REPRESENTATIONS regarding the correctness,



performance or quality of any software found at any such sites. The CLIENT SHOULD RESEARCH AND ASSESS THE RISKS which may be involved in accessing and using any software on the internet before using it. The CLIENT INDEMNIFIES Nedbank Travel against any claims for loss or damage arising from the Client's use of or of information gained from or from accessing any such linked sites.

APPLICABLE LAW

Please note that the use of this Website is subject to the STC and specifically subject to South African law and the jurisdiction of South African courts.

GENERAL

Use of the Sites are unauthorized in any jurisdiction that does not give effect to all provisions of the Online Conditions, including, without limitation, this paragraph.

THE CLIENT AGREES that no joint venture, partnership, employment, or agency relationship exists between the Client and Nedbank Travel as a result of this agreement or use of the Sites.

Nedbank Travel performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Nedbank Travels right to comply with law enforcement requests or requirements relating to the Client's use of the Sites or information provided to or gathered by Nedbank Travel with respect to such use.

If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

This agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between the Client and Nedbank Travel with respect to the Sites and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and Nedbank Travel with respect to the Sites.

Any rights not expressly granted to Nedbank Travel herein remain reserved.

ENTIRE CONTRACT

All the terms and conditions displayed on the Sites constitute the entire terms of the relationship between the parties. There exist no other terms, conditions, warranties, representations, guarantees, promises, undertaking or inducements of any nature whatsoever (whether verbal, written or electronic) regulating the relationship and the CLIENT ACKNOWLEDGES that he/she has not relied on any matter or thing stated on behalf of Nedbank Travel or otherwise that is not included herein.