

**DIGITAL MEDIA
BOOKING FORM TERMS & CONDITIONS**

Before submitting a Detonator Media Digital Advertising Booking Form ("Booking Form") all advertisers must read and understand these Booking Form terms and conditions ("Booking Form Terms and Conditions") because, on acceptance by Cape Town Tourism ("we", "us", and/or "our") in accordance with paragraph 1, these Booking Form Terms and Conditions, as read with the Booking Form, will become a binding agreement between the advertiser and Cape Town Tourism. Cape Town Tourism may accept or reject the Booking Form in its sole discretion depending on the availability of advertising space on Cape Town Tourism's Digital Platforms.

This is an important document. Please read all the terms, conditions and any instructions carefully. Please pay special attention to the parts that are in a box and bold as these are intended to bring terms with special consequences to the advertiser's attention. They do not, however, substitute or limit the meaning or application of such terms.

1. By submitting a completed Booking Form to Detonator Media, the advertiser makes an offer to Cape Town Tourism to enter into an agreement on the terms recorded in these terms and conditions. The offer may be revoked by the advertiser by written notice to Cape Town Tourism provided such notice is received prior to acceptance. Cape Town Tourism shall be entitled to communicate its acceptance of the offer at any time prior to its revocation, in writing, to the advertiser using the details provided in the Booking Form. The date on which Cape Town Tourism accepts the offer constituted by a completed Booking Form shall be referred to in this document as the "**Acceptance Date**".
2. This agreement shall commence on the Acceptance Date from which date the Advertising Services Period recorded on the Booking Form ("**Advertising Services Period**") shall begin. Unless terminated earlier in accordance with clause 25, the agreement shall terminate on the expiry of the Advertising Services Period.
3. Cape Town Tourism shall, during the Advertising Services Period, provide to the advertiser the advertising services ("**Advertising Services**") selected by the advertiser in the Booking Form and as further detailed in in Cape Town Tourism's Rate Card, as amended from time to time (the "**Rate Card**", available at www.capetown.travel) in accordance with the terms and subject to the conditions of the Booking Form.
4. As consideration for the services described in paragraph 3, the advertiser shall pay the Booking Fee to Cape Town Tourism in accordance with the terms and subject to the conditions of these Booking Form Terms and Conditions.
5. Subject to clause 7, the advertiser shall pay a 50% deposit of the amount recorded as the Total under Payment Details on the Booking Form (the "**Booking Fee**") into the bank account nominated by Cape Town Tourism from time to time ("**CTT Account**") within 30 days of Cape Town Tourism issuing an invoice for such amount to the advertiser.
6. Subject to clause 7, after payment of the deposit in accordance with paragraph 5, the remainder of the Booking Fee (being the remaining 50%, provided the full deposit was paid) shall be paid by the advertiser into the CTT Account within 60 days of the Acceptance Date.
7. Despite paragraphs 5 and 6, all outstanding accounts with us must be settled at least 7 business days prior to any Advertisements being made available through the Advertising Spaces (such accounts shall include, for the avoidance of doubt, the full Booking Fee payable in respect of such Advertisements). We may charge interest at the primary overdraft lending rate quoted by any South African bank in respect of any unpaid amounts from the due date of payment until payment has been received by Cape Town Tourism. In no circumstances shall interest we charge exceed the maximum rate permitted by law.
8. If the advertiser is eligible for CTT Classic Annual Membership based on their selection of Advertising Services on the Booking Form, then, in order to receive the classic membership benefits to which they are entitled, the advertiser shall be required to complete and submit an application for membership to Cape Town Tourism (which application is available at <http://www.capetown.travel/mbr-membership-plan-classic>), the receipt of such application and any other necessary supporting documentation as well as the advertiser meeting all relevant criteria are pre-requisites for membership. In these circumstances, Cape Town Tourism records and agrees that the Booking Fee is inclusive of 12 months of Classic Membership Fees commencing on the Acceptance Date.
9. The advertiser may, subject to further acceptance from Cape Town Tourism in accordance with paragraph 1 and the payment of any applicable further Booking Fees in accordance with the further terms of these Booking Form Terms and Conditions, expand the scope of the Advertising Services to be provided by submitting a further Booking Form indicating the additional Advertising Services to be provided.
10. Although every precaution is made to ensure the accuracy of all links, images, artwork, copy, trademarks, videos and other content (collectively "**Advertising Materials**") made available on Cape Town Tourism's Website, in its e-Newsletters, and/or through any Social Packages, all as further detailed in the Rate Card (the "**Advertising Spaces**") including final approval of Advertising Materials by the advertiser to Cape Town Tourism preceding display on the Advertising Spaces, Cape Town Tourism, its representatives, affiliates, directors, officers, agents and the sales executives ("**CTT Personnel**") shall not, as far as the law allows, be liable for any inaccuracies or omissions in any such Advertising Materials or for any consequences arising therefrom.

This paragraph 10 constitutes an assumption of risk and/or liability on advertisers and limits and excludes liabilities, obligations and legal responsibilities which we will have towards any advertisers and other persons. This paragraph 10 also limits and excludes the advertisers' rights

and remedies against Cape Town Tourism and places various risks, liabilities, obligations and legal responsibilities on the advertiser.

11. The advertiser agrees that it must provide all its Advertising Materials which it desires to be made available through the Advertising Spaces pursuant to these Booking Form Terms and Conditions (the "**Advertisements**") to the Contact Persons identified in the Booking Form and/or the Rate Card before the cut-off dates set out in such documents. The advertiser shall pay a penalty equal to 5% of the Booking Fee to Cape Town Tourism for the late submission of any Advertisements, without prior arrangement agreed to by Cape Town Tourism. The advertiser shall ensure that all the Advertisements comply with all specifications (as to quality, size, format, type etc) indicated in the Booking Form and/or the Rate Card and, despite anything to the contrary in these Booking Form Terms and Conditions, Cape Town Tourism shall not be obliged to make any non-compliant Advertisements available through the Advertising Spaces.
12. Subject to the further terms of these Booking Form Terms and Conditions, Cape Town Tourism shall:
 - a. be obliged to make the Advertisements available on the Advertising Spaces in the manner specified in the Booking Form and the Rate Card, read together;
 - b. use its commercially reasonable efforts to comply with any instructions given by the advertiser in relation to the Advertisements including any requests that their Advertisements are not placed adjacent to any content that is obscene, vulgar, inappropriate, hateful, fraudulent, adult oriented or illegal. This obligation shall not apply in relation to any Advertising Spaces that primarily consist of user-generated content;
 - c. use commercially reasonable efforts to provide the advertiser at least 10 business days prior notification of any material changes to the Advertising Spaces that would materially change the target audience or materially affect the size or placement of any Advertisement. Should such a modification occur with or without notice, as your sole remedy for such change, you may cancel or request an alteration for the affected Advertisement without penalty within the 10 business day notice period;
 - d. prior to making any Advertisement available on an Advertising Space, provide to the advertiser the final technical specifications of the Advertisement as well as a preview. Cape Town Tourism shall use its commercially reasonable efforts to address any requests in relation to the applicable Advertisement from the advertiser after receipt of such preview and specifications; and
 - e. deliver to the advertiser a report in respect of each advertising campaign completed in terms of the Booking Form. Cape Town Tourism may include any of the following information in such reports: creative execution, content area (placement), impressions, clicks, spend/cost, and other variables as may be reasonably requested by the advertiser.
13. Despite the terms of paragraph 12, Cape Town Tourism reserves the following rights:
 - a. the right to vary the content, layout and format of its website;
 - b. the right to change the URL of its website from time to time, with reasonable prior notification to the advertiser; and
 - c. the right to freely place advertisements of competitive products on its website and/or other electronic and social channels.

Moreover, Cape Town Tourism gives no guarantee as to the time or date of publication of the Advertisements, or the position of the Advertisement or number of page impressions unless expressly set out in the Booking Form or the Rate Card (as applicable).
14. Cancellations of the Booking Form by the advertiser must be made by notice to Cape Town Tourism in writing within 48 hours (excluding Saturdays, Sundays or public holidays) of the Acceptance Date and the advertiser shall pay a penalty equal to 20% of the Booking Fee to Cape Town Tourism for such early cancellation. The advertiser will be liable to pay the full Booking Fee to Cape Town Tourism if the advertiser fails to cancel within the required period set out in this paragraph.

Paragraphs 11 and 14 constitute an assumption of risk and/or liability on advertisers and limits and excludes liabilities, obligations and legal responsibilities which we will have towards any advertisers and other persons. Paragraphs 11 and 14 also limit and exclude the advertiser's rights and remedies against us and places various risks, liabilities, obligations and legal responsibilities on the advertiser.

15. Cape Town Tourism shall have the right to decide on the suitability of the Advertisements. Upon reasonable prior notice to the advertiser, we reserve the right to reject or revise any Advertisement that we, in our reasonable discretion, consider to be untruthful or objectionable in the subject matter or wording, or unsuitable for any other reason.
16. Cape Town Tourism shall have the right to correct, amend and revise anything contained in any Advertisement but shall not be under any obligation to do so. Without limiting the application or meaning of the previous sentence, upon reasonable prior notice to the advertiser, we shall have the right to correct any grammatical, clerical or patent error and to revise and/or reformat any Advertising Materials in any Advertisement which, in the reasonable discretion of Cape Town Tourism, has been included in error, is unnecessarily lengthy, is poorly formatted, and/or fails to comply with any advertising policies or guidelines referred to in these terms or made available to the advertiser by Cape Town Tourism from time to time.
17. The advertiser shall not cause or permit or request to be displayed through the Advertising Spaces, any Advertisements which (i) do not meet the guidelines and codes of conduct stipulated by the Advertising Standards Authority from time to time; and/or (ii) infringe the rights, including but not limited to the intellectual property rights, of any person, and Cape Town Tourism shall not be obliged to use, display, exhibit and/or publish any such Advertisements in terms of these Booking Form Terms and Conditions.

18. Should any complaint be received in respect of any Advertisement in which the complainant seeks to hold Cape Town Tourism liable in any capacity in respect of such Advertisement, Cape Town Tourism shall inform the advertiser and, in its sole discretion: (i) immediately cause the offending Advertisement to cease being displayed on the website; and/or (ii) afford the advertiser the opportunity to dispute the complaint on condition that Cape Town Tourism is indemnified in writing on terms and security to its satisfaction in respect of the claim, damages and/or costs, including its own legal costs on an attorney and own client scale and the advertiser allows Cape Town Tourism full and unfettered access to all pleadings, affidavits, witnesses, information, developments, legal opinions and all legal advice received by the advertiser and the advertiser hereby renounces all claims of legal privilege in this regard.
19. Despite any action taken as set out above, the advertiser shall remain liable for all payments and expenses set out in these Booking Form Terms and Conditions and shall furthermore be liable in respect of any penalties which may be levied by the Advertising Standards Authority.
20. The advertiser hereby authorises and grants to Cape Town Tourism a non-exclusive, royalty free, perpetual licence to utilise the intellectual property rights its owns in the Advertisements solely for the purposes of giving effect to the Booking Form and these Booking Form terms and Conditions which licence shall be valid for so long as the Booking Form remains in force and effect.
21. As far as the law allows, the advertiser hereby indemnifies and holds Cape Town Tourism and the CTT Personnel harmless from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees on an attorney and own client scale) howsoever arising (whether under statute, contract, delict or other law) as a result of the content of the Advertisements, or the goods/or services advertised by the Advertisements, or violations through the Advertisements of any third party right, including without limitation any infringement of any intellectual property rights whatsoever. In this regard, the advertiser moreover warrants that the Advertisements in no way infringe any rights of any third party, including, without limiting the generality of the foregoing, a third party's intellectual property right.

This paragraph 21 constitutes an assumption of risk and/or liability by you and limits and excludes liabilities, obligations and legal responsibilities which we will have towards you and other persons. This paragraph 21 also limits and excludes your rights and remedies against us and places various risks, liabilities, obligations and legal responsibilities on you.

22. If any advertiser does not pay any amount on or before the payment dates, and Cape Town Tourism hands the account to any collection agency for collection, the advertiser will be liable for all associated legal costs and collection fees.
23. To the extent that any provision of these Booking Form Terms and Conditions is considered to be, or qualifies as, a penalty stipulation in terms of the Conventional Penalties Act 15 of 1962: (i) the terms of these Booking Form Terms and Conditions shall not be construed or interpreted in such a way as entitling Cape Town Tourism to recover both damages and the penalty; (ii) Cape Town Tourism shall be entitled to recover damages in lieu of the relevant penalty; (iii) Cape Town Tourism shall not be obliged to accept defective or delayed performance by the advertiser; and (iv) the advertiser acknowledges and agrees, having taken account of the prejudice that will be suffered by Cape Town Tourism, that the penalty stipulation is equitable in the circumstances.

In the paragraph above the advertiser acknowledges the fairness of any penalty provisions (such as the fee payable for late delivery of Advertisements and/or for early cancellation). The advertiser will not be able to deny that any such penalty is fair once it has agreed to the Booking Form.

24. By submitting the Booking Form, the advertiser warrants that all the information provided to us is true and correct. If the person submitting the Booking Form is doing so on behalf an advertiser that is a company, close corporation or other juristic person, then such person hereby warrants that he/or she has the authority to bind the advertiser to the terms of this Booking Form.
25. Subject to paragraph 11 and any accrued rights or obligations in terms of these Booking Form Terms and Conditions, either party may terminate these Booking Form Terms and Conditions for convenience by providing 10 business days' written notice to the other party. If a party violates its obligations to be performed under these Booking Form Terms and Conditions, then the other party may terminate these Booking Form Terms and Conditions by sending a 10 business days' notice in writing. Upon receiving such notice, the defaulting party shall have 15 business days from the date of such notice to cure any such default. If the default is not cured within the required period, the party providing notice shall have the right to terminate these Booking Form Terms and Conditions.
26. Both parties undertake to comply with all applicable data protection laws (including the Protection of Personal Information Act 2013, notwithstanding that it has not yet been put into effect). To the extent applicable, Cape Town Tourism shall only process personal information in accordance with its Privacy Policy (accessible at <http://www.capetown.travel/terms-of-use-privacy-policy-and-disclaimer>).
27. No amendment, alteration, variation, deletion, addition and/or cancellation (subject to paragraph 14 above) of these Booking Form Terms and Conditions shall be of any force and effect unless reduced to writing and signed by Cape Town Tourism and the advertiser.
28. No relaxation or indulgence which either party may give the other party at any time will prejudice or be treated as a waiver of any of that party's rights under these Booking Form Terms and Conditions.
29. Each of the terms in these Booking Form Terms and Conditions, and each part of any term, shall be separate and divisible from the others. To the extent that any such term or any part of such term becomes unenforceable for any reason whatsoever, then that term, or part thereof, shall, to the extent that it is

unlawful, invalid or unenforceable, be severed from these terms and conditions and treated as if it had not been written, without affecting the validity or enforceability of the remainder of that term or the remainder of the booking order form.

30. The terms and conditions in these Booking Form Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. If the provision of the Advertising Spaces as contemplated in these Booking Form Terms and Conditions is regulated by or subject to the Consumer Protection Act 2008 (the "**CPA**"), it is not intended that any provision of this Booking Form contravenes any provision of the CPA. Therefore all provisions of this Booking Form must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA are complied with.

AUTHORISATION

By submitting the Booking Form you hereby agree to these Booking Form Terms and Conditions and to pay all amounts due. By submitting the Booking Form you acknowledge that you are authorised to submit such contract on behalf of the advertiser. **The Booking Form contains statements which are acknowledgements of fact by you. You must read these Booking Form Terms and Conditions carefully and ensure that all the information provided by you is true. You agree that Cape Town Tourism may accept that the information you provide is true, without any investigation. This means that you cannot later claim that any information provided by you is not true. Cape Town Tourism may also have claims and other rights against you personally if any information you provide is not true.**