

Terms and conditions of the Cable Card

INTERPRETATION

In these terms and conditions:

"**Applicant**" means a natural person who applies for a Cable Card

"**Cable Card**" means the card issued by TMACC

"**Cardholder**" means someone whose Cable Card application has been accepted by TMACC and who has been issued with and is a holder of a valid Cable Card

"**Table Mountain Cableway**" means the cableway that transports visitors up and down Table Mountain using cable cars

"**Terms and conditions**" means the terms and conditions stipulated in this document as amended from time to time by TMACC, acting at its sole and absolute discretion

"**TMACC**" means Table Mountain Aerial Cableway Company Limited, registration number 1926/002949/06, a limited liability public company duly incorporated under the laws of the Republic of South Africa

"**TMACC website**" means www.tablemountain.net

BINDING AGREEMENT

Every applicant agrees that he or she has read, understood, unconditionally accepted and is bound by these terms and conditions.

Accordingly, every cardholder is bound by these terms and conditions.

TMACC reserves the right to change, modify, add or remove these terms and conditions in whole or in part from time to time. Changes to these terms and conditions will become effective upon such changes being posted on the TMACC website. It is the obligation of each cardholder to check these terms and conditions on the TMACC website for any changes or updates. The cardholder's continued use of the Cable Card following the posting of changes or updates on the TMACC website will be considered acceptance to abide by and be bound by these terms and conditions including such changes or updates.

APPLICATION AND ELIGIBILITY

Applicants may become cardholders by completing the application form which will be

available only at the Lower Cable Station.

Only South African citizens are eligible to become cardholders and therefore every applicant must produce original proof of citizenship (in the form of a bar-coded South African identity document or passport) at the time of submission of the application form to TMACC.

Acceptance of an application form is at the sole discretion of TMACC.

On acceptance of an application form by TMACC, the applicant will be required to pay the current once-off fee and will be issued with a Cable Card on payment thereof.

CABLE CARD USE

The issued Cable Card will contain a unique barcode, the name and surname of the cardholder, and display a picture of the cardholder for identification purposes.

The Cable Card is not transferable and may only be used by the cardholder.

The Cable Card will be valid for a period of 12 (twelve) months from the date of issue or date of renewal.

During the validity period and on presentation of the Cable Card, the cardholder will be entitled to free access to Table Mountain Cableway subject to these terms and conditions.

The Cable Card may not be used in conjunction with any other special offer, discount or package deal offered by TMACC at any time.

The cardholder's access to the Table Mountain Cableway is subject to:

- TMACC's normal operating hours
- Weather conditions
- All TMACC's terms, notices and policies at the Upper and Lower Cable Stations regarding, inter alia, entry, risk, liability and use in respect of Table Mountain Cableway and Table Mountain, as amended from time to time. The cardholder's use of the Cable Card and Table Mountain Cableway will be considered acceptance to abide by and be bound by these terms, notices and policies.

In the event that TMACC closes the Table Mountain Cableway due to weather conditions, TMACC shall not be obliged to give a hiker access to the Table Mountain Cableway.

The cardholder must immediately notify TMACC by telephone of any lost or stolen Cable

Card and must confirm such notification and related details in writing within 30 (thirty) days. Any lost or stolen Cable Card may be replaced by TMACC on payment of the applicable card replacement fee by the cardholder.

The cardholder must immediately notify TMACC in writing of any change to his or her contact details or any other relevant information.

RENEWAL

The cardholder is entitled to renew his or her Cable Card annually on or before the last day that the Cable Card expires either at the Lower Cable Station or on the TMACC website, by making payment of the current renewal fee.

TMACC shall endeavour to remind each cardholder of renewal via email or sms at least 1 (one) month prior to expiry and on the day the Cable Card expires.

PRIVACY POLICY

TMACC shall collect, process and retain personal information of applicants in a lawful and reasonable manner and each applicant consents to the collection, processing and retention of personal information by TMACC.

The applicant consents to and agrees that the collection, processing, retention and use of personal information by TMACC and its employees is necessary for the conclusion and performance of its functions under the application form, these terms and conditions and the Cable Card service.

TMACC shall in respect of personal information belonging to applicants and cardholders:

- Take all reasonable steps to protect and secure personal information
- Prevent unlawful access to or processing of personal information
- Only disclose personal information to a third party where it is required by law to do so or where the applicant or cardholder consents in writing to such disclosure
- Delete records of personal information or de-identify same in a lawful manner as soon as reasonably practicable after it no longer requires such personal information

TMACC may send promotional material from time to time to cardholders, unless the cardholder indicated on the application form that he or she did not wish to receive promotional material or subsequently informs TMACC that he or she does not wish to receive such material.

CANCELLATION AND TERMINATION

TMACC shall be entitled to cancel a Cable Card should the cardholder:

- In the reasonable opinion of TMACC commit an act of fraud or dishonesty in respect of the Cable Card or its use, or any act that would or could have a detrimental or adverse effect on the name or goodwill of TMACC
- Fail to comply with any of these terms and conditions

A cardholder may elect to voluntarily cancel his or her Cable Card at any time by giving 1 (one) month's written notice to TMACC. TMACC will cancel the Cable Card within 1 (one) month of receipt of such written notice.

A Cable Card will automatically expire should the cardholder fail to renew his or her Cable Card by the last day of the validity period.