

TERMS AND CONDITIONS OF TRANSACTIONS BETWEEN TINGANA GLOBAL TRAVEL AND THE TRAVELER/S

Our terms and conditions are comprehensive and outlines what you should reasonably expect from Tingana Global Travel. Please take the time to read this document as you will be bound by it as soon as we complete a transaction with you. If you have any questions, please ask your Tingana Global Travel consultant or contact us via email on info@tingana.co.za

"Tingana Global Travel" HEREIN REFERS TO TINGANA GLOBAL TRAVEL. "THE CLIENT" HEREIN REFERS TO THE PERSON/S LIABLE FOR PAYMENT AND/OR TRAVELLERS OF A BOOKING. "THE PRINCIPAL" HEREIN REFERS TO A THIRD PARTY SUPPLIER.

INTRODUCTION

By entering any competition or campaign run by Tingana Global Travel ("the Promoter"), participants agree to be bound by these Terms and Conditions.

ELIGIBILITY

The competition is open to residents of South Africa, aged 18 years or older.

Employees, immediate family members of employees, or affiliates of Tingana Global Travel and its partners are not eligible to enter.

Participants must follow the specific competition entry instructions (e.g., follow, like, tag, comment, share) as outlined on the campaign platform (social media, email, etc.).

HOW TO ENTER

Entrants must complete all steps outlined in the competition post or announcement to qualify.

Only entries received during the official competition period will be eligible.

PRIZE DETAILS

The prize(s) will be clearly stated in each individual campaign (e.g., a weekend getaway, travel voucher, gift (etc)

Prizes are non-transferable, non-refundable, and cannot be exchanged for cash.

Travel prizes are subject to availability and blackout dates, and may include additional terms related to travel providers.

WINNER SELECTION AND NOTIFICATION

Winners will be randomly selected or chosen based on merit (as applicable to the specific competition).

Winners will be notified via direct message or the method specified within 5 working days of the competition closing.

If a winner does not respond within 48 hours, an alternate winner may be selected.

PRIZE REDEMPTION

Winners may be required to provide valid identification and/or complete a verification process.

Travel prizes must be redeemed within the time frame specified in the campaign (e.g., travel within 6 months).

All bookings must be made through Tingana Global Travel and are subject to availability.

DISQUALIFICATION

Tingana Global Travel reserves the right to disqualify any entrant:

- Found to be tampering with the entry process;
- Who submits multiple entries from the same account without permission;
- Providing false information or acting in breach of these terms.

PUBLICITY

By accepting the prize, winners agree to:

- Allow Tingana Global Travel to use their name, image, and/or likeness for promotional purposes;
- Participate in reasonable publicity relating to the competition without additional compensation.

LIMITATION OF LIABILITY

Tingana Global Travel will not be held responsible for:

- Entries not received due to technical errors;
- Any loss, damage, or injury suffered as a result of the competition or use of the prize

DATA PROTECTION

Personal data collected during the competition will be used in accordance with applicable data protection legislation.

By entering, participants consent to their information being used for the purposes of administering the competition and related promotions.

GENERAL

The Promoter reserves the right to cancel, suspend, or amend the competition or these terms if required.

The Promoter's decision regarding any aspect of the competition is final and binding.

Promoter: Tingana Global Travel

Contact: Sadiq Dindar +27824498760

THE CLIENT AND AUTHORITY

The person requesting such quotations or estimates or making such booking or to whom any service is rendered, is deemed to have read, had explained (where applicable), understood and accepted the conditions and to have the authority to do so on behalf of the person in whose name the estimate or quotation or reservation is requested and/or provided and/or the person to whom the services are rendered (collectively referred to as 'the Client').

CONSUMER PROTECTION ACT ('CPA') ACT 68 OF 2008

Advance bookings: In the case of any advance booking, a consumer may terminate the booking before the date, but the supplier has the right to charge the consumer a deposit and the right to charge the consumer a reasonable 'cancellation fee' as a result of such cancellation. The right to choose also includes the right of the consumer to cancel advanced reservations or bookings, but suppliers may charge advance deposits and impose reasonable cancellation penalties.

PANDEMIC AND HEALTH RELATED RESTRICTIONS OR CANCELLATIONS

You agree that it is your personal decision to travel and that you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risk of COVID-19, with you having taken full personal responsibility to inform yourself in relation thereto. Tingana Global Travel does not assume any responsibility for and shall not be liable for any unsafe conditions or health hazards, including pandemics or other illnesses to which you may be exposed. Tingana Global Travel will, however, use its reasonable endeavours to provide you with the latest travel information available to Tingana Global Travel in respect of the regulations, conditions, and supplier terms applicable in relation to COVID-19, as at the time of your booking. Tingana Global Travel, its employees and agents, shall, accordingly, not be liable for any loss (financial or otherwise), damage, illness, harm, trauma, death, delay, denial of onward travel or costs (including but not limited to quarantine costs), which you may incur or suffer, whether during or post travel, arising directly or indirectly out of the risks and/or dangers associated with traveling. This applies whether or not you had been informed by Tingana Global Travel of such risks and/or dangers at the time of booking.

Tingana Global Travel is not responsible for the acts or omissions of travel suppliers, external vendors and/or third party clients, including the failure by the travel suppliers to adhere to their own schedules, provide services or refunds or their failure to honour any future trip credit.

Please note that most insurance policies have a specific clause stating that they do not cover epidemics and pandemics, especially when travel warnings are in place. It would be advisable for you to take advice from an insurance broker should you have any queries regarding the appropriateness of a travel insurance policy. Tingana Global Travel shall not be liable for your election not to purchase insurance, nor shall Tingana Global Travel be liable to you for any denial of any claim by a travel insurer as it relates to a pandemic or any other claim under the relevant policy. You are aware of the risks and dangers associated with travel during the epidemic and you expressly assume all of the risks and dangers in relation thereto; and hereby forever release, discharge and hold Tingana Global Travel, its employees, officers, directors, associated, affiliated companies and sub-contractors harmless against an and all liability, actions, causes of action, suits, damages, claims and demands of whatsoever nature which you may now have or which may hereafter arise out of or in connection with such risks and dangers.

Cancellation fees may apply if a booking is cancelled, due to travel bans or government travel restrictions. It is important to note that cancellation fees may vary, depending on the cancellation policy of the supplier as well as the amount of work involved for the Travel Agent in making the changes and the loss in revenue to the agent due to the cancellation. Professional fees earned by the Travel Agent are non-refundable. It is important to review the cancellation policy applicable to your booking, to avoid any misunderstanding should your booking be cancelled for whatever reason.

RESPONSIBILITY, LIMITATION OF LIABILITY AND INDEMNITY

The Proposed Travel Arrangements are made on the express condition that The Travel Agent, its employees and agents, shall not be responsible for, and shall be exempt from, all liability in respect of loss (financial or otherwise), damage, accident, injury, illness, harm, trauma, death, delay or inconvenience to or additional expense incurred by any Client (which shall be deemed to include the heirs, executors, administrators or assigns of the Client whether on the tour or journey or not), to or of their luggage, or other property, howsoever caused whether or not arising from any act, omission, default, or negligence on the part of the Travel Agent whatsoever, unless, in the case of injury or death, it is due to the negligent act or omission of the Travel Agent. Such liability will be subject to a limitation of R10 000, 00 (Ten Thousand Rand) per Client per Booking. The Client indemnifies and holds harmless the Travel Agent, its employees and agents accordingly. The Travel Agent, its employees and agents shall furthermore not be liable for any indirect and/or consequential loss or damages whatsoever and howsoever arising, unless section 61 of the CPA applies.

THIRD PARTY SERVICE PROVIDERS

The Travel Agent provides Clients with travel and/or other services either acting as itself or acting as agents for principals engaged in or associated with the travel industry, such as airlines / Hotels / Venues (collectively referred to as 'The Principal'). The Travel Agent represents the Principal as agents only and accordingly accepts no liability for any loss, damage, injury, illness, harm or death which any Client may suffer as a result of any act or omission on the part of or the failure of the Principal to fulfil their obligations, whether in relation to travel arrangements, accommodation or otherwise unless, in the case of injury or death, it is due to the negligent act or omission of the Company. The contract in use by the Principal (which is often constituted by the confirmation issued by the Principal), shall constitute the sole contract between the Principal and Tingana Global Travel. The right of recourse the Client may have, will be solely against the principal and will be at the discretion of Tingana Global Travel. Please be aware that Third Party Service Providers include and are not limited to Airlines, Hotels, Transfer companies, ground handlers and host companies. Third-party suppliers may charge extra for certain items such as: seating, baggage allowance, special meal requests or printing, celebrations, Decorative enhancements, room upgrades etc. This is subject to change without notice to you. It is the Client's responsibility to familiarise themselves with such terms and conditions ('the Principal's Conditions'). Third Party suppliers, The principals and other online booking platforms may be considered intellectual property of Tingana Global Travel. Tingana Global Travel will not be obliged to disclose details of intellectual property.

TRAVEL DOCUMENTS

Documentation (vouchers, itineraries etc) are only prepared and released on receipt of payment of the Price in full. Upon receipt of your travel documents, PLEASE CHECK that ALL the details therein are correct.

MALARIA AND OTHER TROPICAL DISEASES: WARNING

Certain parts covered by your itinerary are areas where there is a high-risk of malaria and other tropical diseases. We strongly recommend that the necessary precautions be taken in this regard and recommend that you check with your medical practitioner before departure or a medical practitioner well versed in tropical diseases immediately upon your arrival in Africa or any other tropical or sub-tropical destination. If you have not done so prior to departure, it is imperative you do so upon your return.

PASSPORTS, VISAS AND HEALTH

It is entirely the Client's duty to ensure that all passports and visas are current, valid, obtained on time, and will be valid for six months after return to home country and that any vaccinations, inoculations, prophylactic (e.g. for malaria) and the like, where required, have been obtained. Please check the requirements with Tingana Global Travel before travelling. Tingana Global Travel will endeavour to assist the client but such assistance will be at Tingana Global Travel's discretion and the Client acknowledges that in doing so, Tingana Global Travel is not assuming any obligation or liability and the Client indemnifies the Travel Agent against any consequences of non-compliance. It is the Client's duty to familiarise him/herself with the inherent dangers of and mental and/or physical condition required for the Proposed Travel Arrangements. Please note that All visitors to South Africa and all clients who are travelling from RSA to another country are required to have a minimum of three blank pages in their passport excluding the front and back cover to enable the entry visa to be issued – However in each case a further enquiry should be addressed to the consulate or embassy of the relevant countries being visited. If there is insufficient space in the passport entry will be denied and the person is likely to be detained pending return to their country of origin. Please ensure that all passports are renewed. The client must ensure that the details supplied to the Travel Agent mirror those details shown on their passport for international travel and ID documents for local travel. As a guideline, passports should be valid for 6 months after your scheduled return to South Africa. Non-South African passport holders may also be required to have re-entry documentation and it is entirely the client's duty to ensure that such documentation is in order before departure.

CURRENCY DECLARATION

The Client must lodge a currency declaration (in the event of trans-border travel) with the Travel Agent before the travel documents will be released.

CONFIDENTIALITY

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

CONFIRMATION OF TRAVEL ARRANGEMENTS

All onward travel arrangements (local and international and on return to RSA, domestic connecting flights) must be reconfirmed by the Client 72 hours prior to departure.

FOREIGN EXCHANGE REGULATION COMPLIANCE

This is the Client's exclusive duty. This will apply especially when the Client instructs the Travel Agent to make and pay for travel arrangements on the Internet.

FORCE MAJEURE

The Travel Agent shall have the right to cancel any contract should its fulfilment be rendered impossible, impeded or frustrated by strike, lock-out, civil commotion, war, act of God, force majeure, lack of materials, operation of law or regulations or order made by any statutory or other duly constituted authorities or any other cause beyond the control of the Travel Agent. Force Majeure includes renovations that may be carried out at a resort. Whilst the Travel Agent will use its best endeavours to provide current information in that regard and whilst the resort will use its best endeavours to keep any inconvenience to a minimum, the fact that restoration or renovations are being carried out does not constitute grounds for any claim against the Agent.

Tingana Global Travel will use its best endeavours to recover from third parties such monies as may have been paid to them on behalf of the Client. All monies recovered by Tingana Global Travel will be reimbursed to the Client, less a cancellation charge based on the time spent on the booking by the agent on the changes as well as lost revenue to the agent due the cancellation. Professional fees earned by the Travel Agent are non-refundable. Please refer to the cancellation schedule.

TAXES AND SURCHARGES

Where possible airport and airline taxes and surcharges are reflected in all prices. It should be noted that certain airlines invoke additional taxes and/or surcharges if any changes are made to the tickets and/or routing even if the ticket has been fully paid. Furthermore, it is important that you check with the travel agent prior to departure from South Africa what the current airport departure tax is of all the countries you will be passing through as these taxes are usually payable in the local currency and must be provided for

SOCIAL MEDIA

You agree that your use of our social media pages which include but are not limited to Facebook pages, Instagram, Twitter, will not be defamatory, unlawful, obscene, offensive, hateful, abusive, inflammatory, threatening, invasive of anyone's privacy, or otherwise contain objectionable comments and/or content. We do not tolerate any form of discrimination on grounds of race, sex, religion, nationality, disability, religion or belief, sexual orientation or age. We reserve the right to remove any comment, thread or content without prior warning to you. We also reserve the right to bring legal proceedings against any individual for a breach of these rules or law generally, or take such other action as we reasonably deem appropriate.

DISPUTE RESOLUTION

Any and all dispute arising out of or in connection with the conditions including any question regarding its existence, validity or termination, shall be dealt with as follows: Firstly the parties will meet within 10 (ten) working days of the dispute arising in an attempt to resolve the matter amicably. Failing such amicable resolution of the dispute within 10 (ten) days of their meeting, they will attempt to resolve the matter by mediation – the mediator will be an independent third party mutually agreed upon and, failing such mutual agreement, a party appointed as a mediator by the Arbitration Foundation of South Africa ('AFSA'), which mediator must be appointed within 5 (five) days of their failing to resolve the matter amicably and the mediation itself must take place with a further 5 (five) days from the date the mediator is appointed. Failing such amicable resolution of the dispute by the intervention of a mediator, the dispute must be referred to arbitration in Johannesburg within two (two) days of the failure to resolve the dispute by the intervention of a mediator, which referral must be delivered in writing to and be conducted in terms of the rules of AFSA for the time being in force which rules are deemed to be incorporated by reference into this clause. The tribunal shall consist of one (1) arbitrator to be appointed pursuant to the AFSA Rules. The arbitrator's decision shall be final and binding upon the parties and shall provide the sole and exclusive remedies of the parties. All judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for a judicial acceptance of the award or orders of enforcement. The commencement of any arbitration proceedings under this clause shall in no way affect the continual performance of the obligations related to the subject matter of such proceedings. All arbitration proceedings shall be in the English Language. Notwithstanding the provisions of this clause, either party may bring an urgent application to any court that has jurisdiction if circumstances arise that merit such an application.

LEGAL FEES

In the event that Tingana Global Travel must engage a lawyer to enforce any of its rights in terms of these conditions or otherwise, the CLIENT WILL BE LIABLE for all legal fees at an attorney and own client scale.

DOMICILIUM ET EXECUTANDI

The parties elect their respective domicilium et executandi as reflected in the booking file.

ENTIRE CONTRACT

THE CONDITIONS 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 THE TRAVEL AGENT OR OTHERWISE THAT IS NOT INCLUDED HEREIN. ANY PERSON(S) WISHING TO UTILISE THE SERVICES OF TINGANA GLOBAL TRAVEL INDICATES THEIR ACCEPTANCE OF THESE TERMS AND CONDITIONS BY PROCEEDING WITH THE BOOKING.

**©2025 TINGANA GLOBAL TRAVEL AND TINGANA COLLECTION . ALL RIGHTS RESERVED.
JOHANNESBURG, SOUTH AFRICA**