

# TERMS AND CONDITIONS

## For CapeNature Cubs Club

### 1. INTRODUCTION

The following Terms and Conditions should be read and understood prior to applying with CapeNature to join the Cubs Club. Please read the following terms and conditions carefully. Do not apply for the club unless you understand and agree with the following terms and conditions.

### 2. DEFINITIONS

- a) "Member/s" refers to a child between the ages of 4 and 13 years for which a parent or legal guardian has made an application to the Cubs Club, who receives specific rewards for such membership.
- b) "Confirmed member/s" refers to member/s that have applied and received a successful application notice via email.
- c) "Cubs Club" refers to a special group aimed at children aged 4-13 years old, which was formed by CapeNature and provides members to receive special rewards.
- d) "Terms and Conditions" means the document, updated as and when required, covering all financial implications of the agreement entered into between the parties.
- e) "Household" refers to children with the same parent or guardian, residing at the same residence.
- f) "Welcome Gift" refers to a container that includes a few items and is exclusively given to members of a successful application.
- g) "Identification" refers to producing a valid South African identity document to verify identity.
- h) "CapeNature staff member" refers to anyone that is employed by CapeNature and that is eligible for staff discounts on accommodation bookings.

### 3. GENERAL

- The agreement is entered into by the parent or legal guardian, on behalf of the child who may become a member of the club.
- Only children between the ages of 4 – 13 years who are South African Citizens are eligible to be members.

- When a member that is part of the club turns 14 years old, he/she will automatically be removed as a member of the club.
- If it is established by CapeNature that the parent or legal guardian has not given consent to a minor child to participate in the club, CapeNature will remove such a person from receiving further communication with the entity.
- A maximum of 4 children from one household will be eligible for rewards and discounts.
- CapeNature at its absolute and sole discretion reserves the right to deny an application for membership or cancel any membership.
- CapeNature's staff members may apply for their children to be part of the cubs club but will not be eligible for the birthday discount.

#### **4. CUBS CLUB REWARDS**

##### 4.1 20 % Discounted Family Holiday Birthday Gift

- CapeNature will offer all members part of the CapeNature Cubs Club, a 20% discount on tourism bookings for self-catering and camping accommodation facilities as a birthday gift. The discount will include up to 4 people for two nights and excludes any bookings for the Whale Trail.
- This discount will be redeemable:
  - Once a child has successfully applied to be part of CapeNature's Cubs Club and is a confirmed member.
  - On the first day of the child's birthday month, for a period of six months.
- The following booking rules will apply to this discount:
  - CapeNature's standard booking terms and conditions will apply.
  - The discount is only available to reservations made via the CapeNature Contact Centre.
  - The discount cannot be used in conjunction with other promotional offerings.
  - The discount cannot be used by more than one child per household for the same period of time.
  - The discount is limited to a maximum of 4 people for a 2-night stay.
  - The discount cannot be applied during school holidays, long weekends, and peak seasons. (Easter/ September/December/January school holidays).
  - All bookings are subject to availability.
  - The discount is applicable to all reserve self-catering and camping accommodation excluding the Whale Trail.

- The discount is valid for 6 months upon receipt of email from CapeNature which will be sent on the first day of the members birthday month or the first working day thereafter.
- The discount only includes overnight accommodation, NOT conservation fees or any other fees e.g., activities, day entry etc.
- The birthday discount cannot be used by CapeNature staff members

#### 4.2 Welcome Gifts

- One welcome gift is awarded to each member on successful membership application. Only one welcome gift is allowed per lifetime of each child and members that re-apply after cancellation will not receive a second welcome gift.
- Welcome gifts must be collected within one month from successful application at a designated collection point by the applicant's parent or child's legal guardian when the physical address is within 100km of any of the collection points. Identification will be required on collection.
- Welcome gifts will be delivered to the postal address of the child's parent or legal guardian where the physical address is more than 100km from any collection point and within the Western Cape. Delivery will take place within a month of successful application.
- Welcome gifts that are not collected within one month will be forfeited by the member.
- Welcome gifts may vary, and the content is at the sole discretion of CapeNature.
- Welcome gifts may be limited to a set number of members at the sole and absolute discretion of CapeNature.

#### 4.3 Newsletter and rewards system

- A quarterly newsletter will be sent via email to the primary email address provided by the parent or legal guardian. Only one newsletter will be emailed to the primary address in instances where more than one child is a member. All children that are listed as members will be eligible for rewards.
- The newsletter will include instruction on how points may be earned by completing a specific action.

- Members should send a picture of the action being completed to receive their points to [learning@capenature.co.za](mailto:learning@capenature.co.za) by the due date stipulated in the newsletter or forfeit entry for that quarter.
- Each quarter, the member with the highest scoring points will win a prize.
- Where there are multiple members with the top score, these will be entered into a random draw for the winner to be selected. Prizes are non-transferrable and are not redeemable for cash.

## **5. PERSONAL INFORMATION**

- On applying for membership, the parent or legal guardian gives CapeNature consent to use any still image or video depicting their child/ren participating in earning points or receiving a prize from CapeNature for use in the Cubs Club newsletter and on its online platforms including, but not limited to, CapeNature's website, external and internal newsletters, brochures and social media platforms. Consent includes international publications and shall be valid for an indefinite period. CapeNature shall, under no circumstances sell any video, image, photographs and/or frames to a third party.
- All personal information collected by CapeNature through application will only be used for the purpose of contact in terms of the quarterly newsletters, promotions, announcing winners and to validate eligibility on application (age and South African Citizenship).
- On application to the club, the members parent or legal guardian consents that CapeNature process personal information of applications done on behalf of the child/ren (under 18 years).

## **6. INDEMNITY**

- The parent/legal guardian of the child hereby indemnifies CapeNature's Cubs Club against any claim of accidental injury to my child or loss or damage to his/her belongings while undertaking any activities to earn rewards or participate in any other Cubs Club activity.
- The parent/legal guardian of the child agrees to take responsibility for any costs as a result of this.

## **7. MEMBERSHIP CANCELLATION**

A parent or legal guardian of a member may cancel such a membership at any time by emailing [learning@capenature.co.za](mailto:learning@capenature.co.za).