



Web-Site Terms and Conditions of Use

1. Electronic Communications

1.1. When a user visits Winners Tours' website such user consents to receiving communications from Winners Tours electronically and agrees that all agreements, notices, disclosures and other communications sent by Winners Tours satisfy any legal requirements including, but not limited to, the requirement that such communications should be in writing.

2. Copyright

2.1. Copyright reserved to Winners Tours. All rights not expressly granted are reserved.

2.2. Users may download, view and print content of this site for private and non-commercial purposes only.

2.3. Winners Tours cannot screen or edit all the content available from the Winners Tours site and does not accept any liability for any illegal, defamatory or obscene content. Users are encouraged to inform Winners Tours of any content that may be offensive or illegal.

3. Intellectual Property Rights

3.1. All the content, trademarks and data on this website, including but not limited to, software, databases, text, graphics, icons, hyperlinks, private information, designs and agreements, are the property of or legally licensed to or legally accessed by Winners Tours and as such are protected from infringement by local and international legislation and treaties.

4. Hyperlinks

4.1. No person, business or website may link to any page on this site without the prior written permission of Winners Tours.

4.2. Hyperlinks provided on this site to non-Winners Tours sites are provided as is and Winners Tours does not necessarily agree with, edit or support the content on such web pages.

5. Disclaimer

5.1. Neither Winners Tours nor any of its employees or representatives shall be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided through this website. Winners Tours makes no representations or warranties, implied or otherwise, that the content and the technology available from this website are free from errors or omissions or that the service will be uninterrupted and error free. Users are encouraged to report any possible malfunctions and errors to Winners Tours.



5.2. This website is supplied on an “as is” basis and has not been compiled or supplied to meet the user’s individual requirements. It is the sole responsibility of the user to satisfy itself prior to entering into this agreement with Winners Tours that the services and/or products available from and through this website will meet the user’s individual requirements.

5.3. Information provided on the site is intended for general information purposes and as such the correctness of such information is not warranted. The user should request specific confirmation of the accuracy of any information it wishes to rely upon.

6. Privacy

6.1. This site collects private information from users and such information shall not be disclosed to any third party unless agreed upon between the user and Winners Tours or through due legal process. Users agree that Winners Tours may from time to time communicate with users.

7. Security

7.1. Any person that delivers or attempts to deliver any damaging code to this website or attempts to gain unauthorised access to any page on this website may be prosecuted and civil damages may be claimed in the event that Winners Tours suffers any damage or loss.

8. Amendments

8.1. Winners Tours may, in its sole discretion, change these disclaimers and terms and conditions or any part thereof at any time without prior notice.

9. Governing Law

9.1. This site is hosted, controlled and operated from the Republic of South Africa and therefore South African law shall govern the use of this site and/or any agreement flowing there from.

10. Disputes

All disputes in terms of the use of this website or any agreement flowing there from, or relating to the inability to use this website, will be referred to arbitration in terms of the rules of the South African Arbitration Foundation (AFSA) and such arbitration shall be held in Johannesburg, and conducted in the English language, and the unsuccessful party shall pay all costs incurred by the successful party. The arbitration rules may be downloaded from here.

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