

The Holiday Factory (PTY) LTD

Website information

Purpose of this Website

This Website is provided solely to assist you to gather travel information, determine the availability of travel-related goods and services, make legitimate reservations or otherwise transact business with travel suppliers, and for no other purposes.

This Website ("Website") is offered to you conditioned upon your acceptance without modification of all the terms, conditions, and notices set forth below (collectively, the "Terms of Use" or "Agreement"). Please read the Terms of Use carefully, as they contain important information about limitations of liability and resolution of disputes through arbitration rather than in court. You should also read our Privacy Policy, which also governs your use of the Website. By accessing or using this Website, booking any reservations for travel products or services on this Website, or contacting our Reservation agents, you agree that the Terms of Use then in force shall apply. If you do not agree to the Terms of Use, please do not use or book any reservations through this Website or through our Reservation agents.

Use of the Website

As a condition of your use of this Website, you warrant that:

1. you are at least 18 years of age;
2. you possess the legal authority to create a binding legal obligation;
3. you will use this Website in accordance with these Terms of Use;
4. you will only use this Website to make legitimate reservations for you or for another person for whom you are legally authorized to act;
5. you will inform such other persons about the Terms of Use that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto;
6. all information supplied by you on this Website is true, accurate, current and complete; and
7. if you have any existing relationship with The Holiday Factory (PTY) LTD (e.g. Username and Passwords), you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you.

We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms of Use.

Prohibited Activities

The content and information on this Website (including, but not limited to, price and availability of travel services), as well as the infrastructure used to provide such content and information, are proprietary to us or our suppliers and providers. While you may make limited copies of your travel itinerary (and related documents) for travel or service reservations booked through this Website, you agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative

works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website. Additionally, you agree not to:

1. use this Website or its contents for any commercial purpose;
2. make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand;
3. access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
4. violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
5. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
6. deep-link to any portion of this Website (including, without limitation, the purchase path for any travel services) for any purpose without our express written permission; or
7. "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.

If your booking or account shows signs of fraud, abuse or suspicious activity, we may cancel any travel or service reservations associated with your name, email address or account, and close any associated Illusions Online accounts. In addition, we may verify (i.e. preauthorize) your credit card. If you have conducted any fraudulent activity, The Holiday Factory reserves the right to take any necessary legal action and you may be liable for monetary losses to The Holiday Factory, including litigation costs and damages.

Links to Third-Party Sites

This Website may contain hyperlinks to websites operated by parties other than The Holiday Factory. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is for you to take precautions to ensure that whatever links you select or software you download (whether from this Website or other websites) is free of such items as viruses, worms, trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

Privacy Policy

Your privacy is very important to us, and we provide this privacy policy statement to explain our online information practices and the choices you can make about the way your personal information is collected and used.

The purpose of this privacy policy is to set out the principles governing our use of personal information that we may obtain about you. By using the websites, or by registering as a user of the services that we provide, you agree to this use. We ask you to read this privacy policy carefully. Any dispute which may arise over privacy will be subject to this policy, the data protection notice (if any) incorporated into this website and the provisions of South Africa Law.

We may change our privacy policy from time to time. We therefore ask you to check it occasionally to ensure that you are aware of the most recent version that will apply each time you access this website.

Personal information collection and use

The Holiday Factory will only collect personally identifiable data, such as your name or email address, when it is voluntarily submitted to us at this website. From time to time, we may refer to that information to better understand your needs and how we can improve our services. We may use that information to contact you. We will not otherwise transfer the personally identifiable information you provide at this website to any third party unless otherwise disclosed to you.

How We Use the Information

We may use the information you provide about yourself to fulfil your requests for our packages and services, to respond to your inquiries about our offerings, and to offer you alternative programs or services that we believe may be of interest to you should the ones you applied for initially be sold out. Sometimes, we also use this information to communicate with you on our newsletter (as indicated in your subscription request)

Although we take appropriate measures to safeguard against unauthorized disclosures of information, we cannot assure you that personally identifiable information that we collect will never be disclosed in a manner that is inconsistent with this Privacy Statement.

Use of cookies

To enhance your experience with our sites, many of our web pages use "cookies." Cookies are text files we place in your computer's browser to store your preferences. Cookies, by themselves, do not tell us your e-mail address or other personally identifiable information unless you choose to provide this information to us by, for example, registering at one of our sites. We use cookies to understand site usage and to improve the content and offerings on our sites. They cannot be used to identify you. You may set your web browser to notify you of cookie placement requests or to decline cookies completely. You can delete the files that contain cookies; those files are stored as part of your internet browser.

Contacting Us

If you have any questions about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact fiona@theholidayfactory.co.za.

Terms and Conditions

Additional terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. Please read these additional terms and conditions carefully.