

XA Gorilla Safaris Ltd Terms and Conditions

1. GENERAL

Clients are advised to thoroughly read these General Terms and Conditions and to note, in particular, those provisions regarding the assumptions of risk and/or liability as well as limitations and exclusion of liabilities, obligations and legal responsibilities (which have been highlighted in bold).

- 1.1. XA Gorilla Safaris Ltd (hereinafter referred to as "the Company") runs and organises safaris and tailor-made wildlife tours throughout Africa (hereinafter referred to as "the Services").
- 1.2. The provisions of the Services are subject to the Company's General Terms and Conditions set out below, which clients and/or agents, as the case may be (hereinafter referred to as "the Clients") should read carefully as they set out the respective obligations of the Company and the Clients and form, together with the Booking Confirmation and the tour itinerary, the basis of the agreement between the two parties (the "Agreement").
- 1.3. "Parties" means the Company and the Client, and "Party" means any one of them as the context may require;
- 1.4. By accepting the Company's Booking Confirmation, the Clients warrant that (i) they possess the legal authority to conclude a binding contract; (ii) where they act for or on behalf of another party, they are duly authorised to act for that party; and (iii) they confirm acceptance of the terms and conditions contemplated in the Agreement.

- 1.5. **The Clients acknowledge that conditions in Africa are not the same as those in developed countries and standards of service, medical facilities, safety and security (amongst other things) may be lower than those in their home countries. The Clients further acknowledge the importance of being fit and healthy before travelling and undertake to ensure (and where appropriate seek medical advice to confirm) that they are fit and healthy to travel.**
- 1.6. For groups of two or more people, the person who makes the booking, by signing the Reservation Booking Form or otherwise contracting with the Company, accepts responsibility for (i) making payments to the Company for all members of the party; and (ii) ensuring that other persons in the group are aware of the terms and conditions contemplated in the Agreement.

2. QUOTATIONS/OPTIONS/BOOKINGS/CHANGES

- 2.1. All quotes are subject to the availability of all Services, accommodation and flights at the time of making the reservation.
- 2.2. The airline or flight quotes are estimates only and are subject to change until the issuing of the ticket.
- 2.3. All prices quoted are subject to change in the event of any unforeseen increases in fuel and/or travel costs brought about by factors including (but not limited to) fluctuations in currency exchange rates (in particular as they impact the price of aircraft or other transfer services), government levies, value added tax ("VAT"), (VAT is charged at 18% of the price and other taxes and any other industry increases that are beyond the control of the Company).

- 2.4. Quotes for all Services will be reflected in United States Dollars (“USD”) or Uganda Shillings (“UGX”) depending on the respective jurisdiction in which the underlying Services will be carried out.
- 2.5. When providing quotes for regional and/or domestic air travel, the currency will be determined with reference to, amongst other things, the specific airlines involved, the relevant tax rulings and applicable routings.
- 2.6. Where the Client makes payment of an invoice in a currency other than in the currency quoted in the invoice, the currency conversion must be contracted by the Company at a rate of exchange as determined by the Company taking into account the prevailing exchange rate (which rate of exchange can only be determined on the date of payment of the invoice).
- 2.7. The Client bears sole responsibility for contacting the Company to establish the rate of exchange in advance of payment. The contracted rate of exchange will be confirmed by the Company in writing to the Client by way of email or final invoice.
- 2.8. The Client bears sole responsibility for ensuring that no changes in prices have taken place prior to making final payment.

3. ITEMS NOT INCLUDED IN TOUR PRICES

- 3.1. the costs of obtaining passports or visas or any other documents required for travel;

- 3.2. the costs of medical testing or immunizations, inoculations and vaccinations required for travel and stay in the destination country (), or costs of any accommodation as may be necessary for purposes of mandatory self-quarantine/self-isolation;
- 3.3. personal expenses such as items of a personal nature, curios, shopping, telephone calls, spa treatments, gifts, laundry and room service;
- 3.4. gratuities (discretionary tips) to your tour escort, camp staff, room steward / butler, spa therapists, boatmen or driver/safari guides;
- 3.5. excess baggage fees;
- 3.6. communication charges;
- 3.7. airport departure taxes;
- 3.8. meals and beverages not specified in the Client's itinerary;
- 3.9. all alcoholic beverages not specified in the Client's itinerary;
- 3.10. any airfares (including scenic flights or hot air balloon flights) and charges unless where specifically mentioned otherwise in the Client's itinerary;
- 3.11. additional road transfers, activities or excursions not specified within the Client's itinerary; and
- 3.12. comprehensive travel insurance, curtailment, cancellation and medical insurance.

- 3.13. any other extra costs incurred by the Client at any lodge, hotel, camp or similar destination.

For the avoidance of doubt it is specifically recorded that the costs of any of the items contemplated in this clause 3 shall be the responsibility of the Client and the Client undertakes to settle all such costs incurred with the relevant party.

4. DEPOSITS AND PAYMENTS

- 4.1. In order to secure a booking, the Company requires the Client to pay a non-refundable deposit. The non-refundable deposit will vary from 25% – 50%, and is ultimately dependent on the payment policies of the Company's suppliers and service providers as well as whether the period of travel falls within peak/high season. The Company will confirm, by way of invoice, the amount of deposit to be paid by the Client.
- 4.2. On receipt of an invoice, the Client must pay the non-refundable deposit into the Company's USD account (depending on the jurisdiction as set out in clause 2.4 above) within 5 (five) business days. A booking is not confirmed until the Company has received the non-refundable deposit.
- 4.3. The Company requires the Client to make full non-refundable payment for reservation of Gorilla and Chimpanzee tracking permits from the Uganda Wildlife Authority at a rate determined by the authority. The permit reservation is valid for a period of 7 days.
- 4.4. Payment must be made by either (i) international wire transfer or (ii) bank draft. The account details are as follows:

Account Name	XA Gorilla Safaris Ltd
Bank	Stanbic Bank Uganda
Branch	Entebbe
Account no.	9030023348623
Swift code	SBICUGKX
Sort code	031017

- 4.5. The Company must receive final payment by no later than 60 (sixty) calendar days prior to the date of departure as set out in the Client's itinerary. If payment has not been received, the Company reserves the right to cancel the reservation in terms of the cancellation policy set out in clause 6 below.
- 4.6. In the event that a booking is made within 60 (sixty) calendar days prior to the date of travel, full payment is required upon presentation of an invoice by the Company.
- 4.7. Any and all charges incurred when making payment to the Company shall be borne by the Client, irrespective of mode or form of payment made.
- 4.8. All payments made in terms of this Agreement shall be payable free of all commission and any other exchange control costs incurred.
- 4.9. If payment is not received in accordance with the Company's payment policy above, the Company reserves the right to cancel the booking in accordance with the provisions of clause 6 below.

5. **RESERVATIONS PROCEDURE**

5.1. All reservations must be received in writing, either by e-mail or through the Company's official social media channels (WhatsApp). If the Client does not receive confirmation of receipt of such reservation within 3 (three) business days, they are required to contact the office per telephone to ensure the reservation has been received.

5.2. Office contact details:

Tel: + 256 (0) 722 167 449 (Uganda)

Mobile: + 27 (0) 448 4476

E-mail: info@xagorillasafaris.com

6. CANCELLATION POLICY

Cancellations are subject to the following cancellation policy:

6.1. If the Client wishes to cancel a tour, the following cancellation fees will apply:

6.1.1. Should a cancellation be made more than 61 days prior to the communicated start date of the tour, the deposit of 25% of the payment is forfeited.

6.1.2. For any cancellation made between 60 days up to and including the communicated start date, 100% of the price is forfeited.

6.1.3. For the avoidance of doubt, the cancellation terms herein exclude any and all cancellation fees levied by third party product will be passed on to the agent and/or traveller.

6.2. Cancellations are only effective on receipt of written notification by the Company through the channels stated in **Clause 5.1 above**.

- 6.3. The Client acknowledges and agrees that no refunds are given for lost travel time; substitution of facilities and/or accommodations; itinerary amendments after departure; not arriving at any accommodation, tour, game viewing or other booked activities; cutting short a booked itinerary for any reason; late arrival for the tour for any reason and/or early departure from the tour for any reason.
- 6.4. The Client may reschedule a gorilla trekking activity as per the Uganda Wildlife Authority Guidelines.

7. **AIR TRANSPORTATION**

- 7.1. Airfares are subject to the price and conditions quoted by each airline. The Company cannot guarantee these prices at the time of booking.
- 7.2. Carriage by air is subject to the terms and conditions of the carrier with whom the Client is travelling as well as International Conventions, which may limit the liability of the carrier. **The issuance and acceptance of tickets and documents shall be deemed to be a consent by the Client to the terms and conditions of the carrier.**
- 7.3. Any flight timing and carriers are subject to change as a result of airline procedures and these details are given for guidance only. Final details will be shown on the issued tickets.
- 7.4. Airfares are subject to change without notice prior to ticketing. The Company is not responsible for any airline schedule or airfare changes, cancellations, over booking or damage or loss of baggage and property.

- 7.5. Should any costs be incurred for flights missed for any reason whatsoever, the Client shall be liable for any such costs incurred.
- 7.6. For flight bookings, the Company requires a copy of all passengers' passports.
- 7.7. Airlines require the full names and surnames as per the passenger's passport in order to make a reservation.
- 7.8. No airlines accept name changes once the reservation has been made, nor after the ticket is issued for security purposes.
- 7.9. Airfares are subject to seat / class availability and rules, including discounted fares (if applicable) pertaining to advance purchase, cancellation and amendment penalties.
- 7.10. Please note, the Company will always quote and confirm on best available economy class fare seats. All tickets unless otherwise requested are booked in Economy Class. Many domestic and regional flights do not offer a Business or First Class service.
- 7.11. Where Business Class is available, there is not much difference compared to economy class due to the size of the aircraft and the comparatively short distances between destinations.
- 7.12. Cancellation fees will be charged if applying for a refund on an issued ticket.
- 7.13. Should a Client wish to book their Inter-Africa flights directly, the Company cannot be held liable for any cancellations, delays and/or missed connections.

7.14. **The Company and their suppliers shall not be held liable for any re-routings, delays or cancellations imposed by the airlines, but the Company will, however, endeavour to assist wherever it has booked a ticket. It is that guest have adequate travel insurance to cover any such eventualities.**

7.15. If you are arriving in a country on the same day as your local flight to your first destination or have an international connection on the same day you return from your final destination, it is recommended that (i) domestic connecting flights should not be booked before 18:00 Hours, and (ii) International connecting flights should not be booked before 20:00 Hours. **The Company shall not be held liable for any connections missed by the Client.**

7.16. Check in times vary between different countries and airline companies and it is the responsibility of the Client to ensure that they check in on time. The recommended check-in times listed below are merely indications and are subject to check in times of the airline, airport and/or country - which check in times take precedence over the recommended check-in times:

7.16.1. bush airstrips: 30 minutes prior to departure;

7.16.2. domestic flights: 90 minutes prior to departure; and

7.16.3. international flights: 2 hours and 30 minutes prior to departure.

7.17. Light aircraft transfers

7.17.1. For all light aircraft transfers, passenger weights will

be requested as part of the booking process. This information is required by all light aircraft transfer companies, for weight distribution and balancing of aircraft requirements.

- 7.17.2. Passengers weighing 100 kgs (220lbs) or more must please notify us in advance as an extra seat might have to be booked and costed into the booking.
- 7.17.3. Flights operating to/from certain sectors require a minimum of four (4) in peak season or six (6) passengers in off peak season to operate. If less than the required number, an extra seat (s) will be charged.

8. **BAGGAGE**

- 8.1. For safety and because space is restricted, baggage in the charter aircrafts, used to transport guests to and from tour camps is restricted to a maximum of 15 kg per person in a soft bag ONLY. This includes camera equipment and carry-on baggage. This weight quoted may depend on aircraft used, number of passengers and routing.
- 8.2. It is your responsibility to confirm the luggage restrictions in advance of your departure.
- 8.3. The allowance for scheduled and charter flights in East Africa is 15 kgs (33 lb) per passenger including hand luggage.
- 8.4. Only soft sided bags are permitted – no frames or rigid structures can be transported as they physically cannot fit into the aircraft. Wheels on a bag are permissible if they are not part of a solid frame or rigid structure.
- 8.5. The maximum dimensions of the soft sided bags are as follows: 25 cm (10 inches) wide x 30 cm (12 inches) high x 62 cm (24 inches) long. These limits are applicable to guests travelling on a seat rate basis so may differ from company to

company or if a guest has booked a sole use option, in which case the parameters may vary depending on the type of aircraft and number of passengers booked.

- 8.6. Kindly advise the Company before your travel if you are likely to have excess baggage, and you will be advised if same is permitted.
- 8.7. Should guests arrive with excess baggage without prior warning and permission, their baggage could be held (or forwarded to the exit point) for the flight at the end of the tour. The costs of such storage and/or "on forwarding" shall be payable by the Client.
- 8.8. Particularly in respect of Uganda, Uganda Charters are based on a luggage weight restriction, which are the maximum restrictions that the particular airstrip can withhold. Please ensure that you are familiar with this restriction prior to departure.

9. **INSURANCE**

- 9.1. It is highly recommended, and in some cases mandatory, that all Clients take out full and comprehensive trip cancellation insurance for the duration of the tour. Such insurance should fully cover cancellation, curtailment, medical expenses, repatriation in the event of accident or illness or death, personal accident, loss of, damage to, or theft of the Clients' personal property, baggage and money.
- 9.2. The Company will not be held liable if a passenger fails to take out adequate insurance cover.

- 9.3. **The Company accepts no responsibility for any death, illness, delay, accident or loss of whatsoever nature incurred during the course of the tour or for any expense arising from such an event.**
- 9.4. The Client must further ensure that he/she has adequate insurance in the event of an accident occurring due to activities with a greater inherent risk, such as mountaineering, animal tracking on foot, white water rafting, and other activities of this nature.
- 9.5. Theft, personal injury or any disruption to arrangements should be reported immediately to the Company and where necessary to the nearest police station.

10. ***FORCE MAJEURE***

- 10.1. **The Company cannot accept responsibility or pay any compensation where the performance or prompt performance of its contractual obligations is prevented or affected by any event which the Company or the supplier of the service (s) in question could not, with due care, foresee or avoid (such event a “Force Majeure Event”) which shall include but not be limited to:**
- 10.1.1. acts of God, flood, drought, earthquake, tempests or other natural disaster;
- 10.1.2. epidemic or pandemic (whether or not declared by the World Health Organization);
- 10.1.3. terrorist attack, civil war, civil commotion or riots not instigated by either one of the Parties or any person or company affiliated with the Company, war, threat of or

preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

10.1.4. nuclear, chemical or biological contamination or sonic boom;

10.1.5. any law or any action taken by a government or public authority, including but not limited to border closures, imposing an export or import restriction, quota or prohibition;

10.1.6. collapse of buildings, fire, explosion or accident not caused by either one of the Parties or any person or company affiliated with the Company;

10.1.7. any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the either one of the Parties or any person or company affiliated with the Company, or any of their respective employees);

10.1.8. non-performance by suppliers or subcontractors;

10.1.9. interruption or failure of utility service;

10.1.10. changes due to rescheduling or cancellation of flights by an airline or alteration of the airline or aircraft type; closed or congested airports or ports of entry, hurricanes and other actual or potential severe health and safety considerations; or

10.2. In the event that a Force Majeure Event occurs and is continuing, the Company may at its sole discretion, subject to applicable law, offer to the Client a

postponement of existing bookings to a later date mutually agreed between the Company and the Client (subject to Company, supplier and or service provider availability).

- 10.3. The Company's cancellation policy set out in clause 6 shall apply should the Client wish to cancel the applicable booking.

11. DANGERS POSED BY WILD ANIMALS

- 11.1. Travellers are advised that, even in the most serene settings, the animals are wild and can pose a threat to life and safety.
- 11.2. Travellers are cautioned to observe all local or park regulations and heed all instructions given by tour guides.

12. WAIVER OF INDEMNITY

- 12.1. Please note that due to the nature of the activities undertaken whilst on safari and because of the incidence of malaria in certain regions, all guests are required to sign an indemnity waiver where required by any camp, safari lodge or the like.

12.2. Game Drive Vehicles (Safari)

- 12.2.1. While visiting remote areas or national parks and reserves, the roads could be rough and bumpy and occasionally you will travel 'off-road'. Sometimes a hidden pot-hole can be struck and the Company and the Company's suppliers, their staff members, their associates and their agents cannot be held liable for any accidents or damages.

- 12.2.2. For your own safety and that of the wildlife you will encounter, we recommend that you remain seated at all times, unless otherwise instructed by your guide. Wildlife see a game drive vehicle as one unit and when you stand up, you break the silhouette of the vehicle and this can disrupt or even scare the wildlife.

13. **DOCUMENTATION**

Passports, vaccinations, inoculations and re-entry permits:

- 13.1. It is the responsibility of the Clients to obtain the correct and valid documentation for the country in which the Clients will travel.
- 13.2. Should a Client be refused entry into the relevant country due to incorrect or incomplete documentation, the Company will not be held liable for any costs resulting in delays or repatriation for the participant or family.
- 13.3. Clients are responsible to check that the names they provide to appear on the tickets coincide with the names on their passport.
- 13.4. Every passenger must be in possession of a current passport valid for at least six months from date of arrival to the destination where the Services will be provided and have at least three blank consecutive visa pages (not endorsement pages).
- 13.5. Every passenger must have a round trip airline ticket.
- 13.6. Every passenger must have adequate funds for the duration of the stay.

13.7. Obtaining a passport and health certificate with the required inoculations is the responsibility of the Client.

13.8. All Clients are required to check the visa stamp in their passport when at the relevant immigration desk and to ensure that they have been given adequate travel days.

14. **MALARIA MEDICATION**

14.1. Many of the camps and lodges utilised are situated in malaria areas.

14.2. It is highly recommended that all tour participants take a course of anti-malaria medication.

14.3. You are advised to consult your doctor to ascertain whether anti-malaria medication is required.

15. **YELLOW FEVER VACCINATIONS**

15.1. With particular reference to Uganda, a yellow fever certificate is mandatory when travelling between East African countries, and when flying into your country of residence after visiting East Africa.

15.2. A Client's Yellow Fever inoculation must be done no later than 10 days prior to your departure date; if you have a history of liver disorders (hepatitis, etc.) you must consult your doctor first.

15.3. Clients shall be asked to produce a valid International Certificate of Vaccination when arriving in and departing from Uganda and possibly on entering your own country.

- 15.4. If you are unable to have a yellow fever inoculation, then please ensure you can produce a valid doctor's letter stating so. The validation must be within three months of travel.
- 15.5. Inability to produce a valid certificate or medical waiver could result in the refused entry of a Client into a country. If a Client is unable to have the yellow fever vaccine, such Client will be required to carry a medical waiver stating the reason for this.

16. GENERAL HEALTH AND SAFETY REQUIREMENTS

- 16.1. All Clients are required to comply with the health and safety requirements and protocols relating to travel and stay into, from and/or through the relevant countries. These requirements may vary from time to time without notice to Clients, depending on the prevailing conditions in the relevant jurisdiction(s). Compliance with this obligation includes obtaining prescribed vaccinations/immunizations and producing proof of the same. All costs associated with such requirements shall be borne by the Client(s) and are not included in the tour prices.
- 16.2. Should a Client be refused entry into the relevant country due to a failure to comply with relevant health and safety requirements, the Company will not be held liable for any costs, expenses, losses, damages, fees or otherwise arising from delays, mandatory self-isolation/self-quarantine, or repatriation of the Client or any other party.
- 16.3. In addition, for the duration of Clients' stay in the relevant country, the Clients agree to comply with the relevant health and safety requirements imposed in terms of any local laws as may be applicable, as well as any health and safety protocols required by the Company whilst on safari, including but not

limited to adherence to social distancing measures and the wearing of masks.

17. MEDICAL CONDITIONS

Clients are required to notify the Company of any medical condition including, but not limited, the need for a sleep apnoea machine, disabilities, any allergies (such as feathers, bee stings, nuts, shellfish, mushrooms and penicillin), intolerances (such as lactose) or dietary restrictions (such as gluten free and vegetarian). This information will be passed on to the relevant camps/lodges/hotels and the Client consents to such information being provided to the relevant camps/lodges/hotels. Guests are encouraged to bring their own epi-pens.

18. SPECIAL REQUIREMENTS

The Client is required to advise the Company well in advance of any specific dietary or religious requirements they may have, such as dietary restrictions or otherwise, in order for the Company to best accommodate them.

19. TRAVELLING WITH MINORS

The Client shall adhere to the laws regarding travelling with minors that require proof of identification documentation and adherence to policies to facilitate transfer of unaccompanied minors.

20. CLAIMS AND COMPLAINTS

If a Client has a complaint whilst on holiday they are required to inform the Company immediately as most problems can be resolved immediately.

21. **BROCHURES AND WEBSITES**

- 21.1. Every effort has been made to ensure the accuracy of descriptions and information.
- 21.2. The Company, however, is not able to control all the components of the components to the Services and it is possible that an advertised facility may be withdrawn or changed due to weather conditions, lack of demand, for maintenance and renovations, or for any other circumstances beyond the control of the Company.
- 21.3. The descriptions, information and opinions given by the Company in respect of national parks, animal sightings, accommodation, and security are given in good faith, based on the latest information available to the Company.
- 21.4. **The Company does not accept any responsibility or liability for any errors or omissions in any brochures and/or websites and the Client agrees that the Company shall not be held liable for any such errors or omissions.**

22. **RISKY BEHAVIOUR**

The Company and its local operators, their tours and suppliers of services, and other co-operating agencies reserve the right to refuse from a tour, without refund, any individuals who acts in a manner which is unsafe to themselves, or inconsiderate or unsafe to fellow travellers, and/or who ignores the requests of their guide(s) to act in a safe and responsible manner.

23. **CONFIDENTIALITY**

The Client acknowledges that any and all information relating to the

business or the operations and affairs of the Company, including its transactions and financial arrangements with its suppliers and all communications between them, are proprietary in nature and confidential. Accordingly, the Company has no obligation to disclose any such information to the Client.

24. **PRIVACY POLICY**

24.1. The Company is committed to protecting the Personal Information of its Clients in accordance with its legal obligations in terms of the applicable data protection laws, particularly the Data Protection and Privacy Act Cap. 97.

24.2. The responsible party or data controller is the Company, of Victoria Medical Services, Plot 24, Unit No. 4 Gowers Road, Entebbe, Uganda.

Email: info@xagorillasafaris.com

24.3. **Personal Information that the Company collects and the purposes for such processing.**

24.3.1. “Personal Information” means information relating to an identifiable, living, natural person and, where applicable, an identifiable existing juristic person.

24.3.2. The Company is required to process Personal Information about its Clients in connection with providing the Services. In particular, the Company may process such Personal Information:

- a) to provide the requested Services as agreed with Clients and manage the Company’s business operations;

- b) to make accommodation and/or airline/transport reservations on Clients' behalf;
- c) to administer Clients' relationship with the Company and communicate with Clients;
- d) to provide Clients with information about other tours the Company has on offer that are similar to those already purchased;
- e) to comply with the Company's legal obligations and pursue its legitimate interests.

24.3.3. Examples of the types of Personal Information that the Company processes include:

- a) names, physical addresses, contact details, email addresses;
- b) emergency contact details;
- c) banking account details;
- d) identity numbers, passport details (including copies of Clients' passports and visas), dates of birth;
- e) copies of yellow fever certificates or certificates evidencing other inoculations/vaccinations;
- f) medical information (including details of any allergies, intolerances, chronic medical conditions and other medical issues);
- g) dietary requirements; and
- h) weight (for purposes of light aircraft transfer, for weight distribution and balancing of aircraft requirements).

- 24.3.4. Unless otherwise indicated, providing the requested Personal Information is mandatory in order for the Company to provide the Services to Clients and should Clients fail to provide the information, the Company may not be able to provide the Services requested and/or make the requested reservations on behalf of Clients with third party providers.

24.4. Sharing of Personal Information with third parties

- 24.4.1. Disclosure of Clients' Personal Information to third parties may be necessary to ensure the smooth provision of the Services and/or to make relevant accommodation and/or airline/other transport bookings on Clients' behalf.
- 24.4.2. Accordingly, in appropriate circumstances, the Company may share Clients' Personal Information with selected third parties, including:
- a) Airlines, for purposes of making flight bookings on Clients' behalf;
 - b) Camps/lodges/hotels, for purposes of booking accommodation on Client's behalf;
 - c) Local transport providers (such as taxi operators), in order to arrange land transport whilst at the relevant tour destination;
 - d) Local tour operators or other business partners or agents, for the performance of the Services the Company has agreed with Clients.
- 24.4.3. These third parties may be located in jurisdictions outside of Uganda, depending on the jurisdiction in which the Services will be carried out (including

Botswana, the Democratic Republic of the Congo, Republic of Congo (Brazzaville), Kenya, Mozambique, Namibia, Rwanda, Seychelles, Tanzania, South Africa, Zambia and Zimbabwe). Accordingly, Clients' Personal Information may, in appropriate circumstances, be transferred to countries outside of South Africa. The relevant country may not necessarily have data protection laws in place that provide the same or equivalent level of protection to Personal Information as is provided by Data Protection and Privacy Act Cap. 97. **Notwithstanding this, by requesting the Company to conduct a tour in such a country, Clients expressly agree to the Company transferring their Personal Information to third parties in such foreign country.**

24.4.4. The Company may also disclose Personal Information of its Clients to third parties if it is under a legal obligation to do so, or in order to enforce the Agreement, or to protect the rights, property or safety of the Company, its clients, or others.

24.5. Clients' rights

24.5.1. The Data Protection and Privacy Act, Cap 97 grants data subjects the following rights:

- a) the right to establish whether the Company holds her/his Personal Information;
- b) the right to request access to her/his Personal Information (subject to the provisions of the Data Protection and Privacy Act, Cap 97);

- c) the right to request the correction, destruction, or deletion of Personal Information (but note that the Company is not obliged to comply with this request. If the Company refuses the request, it will affix a copy of the request to the applicable Personal Information);
- d) the right to object, in appropriate circumstances, to the processing of information;
- e) the right to submit a complaint to the Information Regulator regarding alleged interference with the protection of her/his Personal Information;
- f) the right to institute civil proceedings regarding the alleged interference with the protection of her/his Personal Information.

24.5.2. Should a Client wish to exercise her/his right to request access to, or the correction, destruction, or deletion of her/his Personal Information, or to object to the Company's processing of her/his Personal Information, the Client is required to submit such request in writing to the Company's Information Officer, Lisa Marsden, by sending an email to info@xagorillasafaris.com. Depending on the request, the Client may be required to complete the relevant form prescribed by the Data Protection and Privacy Regulations of Uganda and to pay a prescribed fee if applicable.

25. **JURISDICTION**

This Agreement and all matters arising out of this Agreement will be governed by the Laws of Uganda.