



## **LEGACY HOTELS & RESORTS (PTY) LTD**

Legal notices control document for electronic interactions, transacting and communication with the public and guests

### **INDEX**

<b>SECTION ONE - WEBSITE AND ELECTRONIC SYSTEMS</b>	<b>2</b>
1. General disclaimer	2
2. Website use	2
3. Privacy and protection of personal information policy	5
4. Online reservations and cancellation policies	5
<b>SECTION TWO - PAIA MANUAL</b>	<b>8</b>
1. Contact details	8
2. Guide on how to use the Promotion of Access to Information Act	9
3. Copy of notice	10
4. Records available in terms of legislation other than the Promotion of Access to Information Act	10
5. Accessing a record held by the Company of for one of the company it Heads	11
6. Other information	12
7. Fees and payments thereof	12
<b>SECTION THREE - LEGACY'S RESPONSIBLE GAMBLING POLICY</b>	<b>13</b>
1. Introduction	13
2. The corporate policy on problem gambling	13
3. Principal Tenets	14

## SECTION ONE - WEBSITE AND ELECTRONIC SYSTEMS

### 1. General disclaimer

Users using the [www.legacyhotels.co.za](http://www.legacyhotels.co.za) receive no warranties and Legacy Hotels & Resorts (Proprietary) Limited (“Legacy”) makes no representations regarding any aspect of the site including but not limited to the operation of the site, the content of the site, the accuracy of information on the site or the goods and services advertised or referred to on the site. This to the extent permitted by law neither Legacy nor any of its associates shall be liable for any damage, loss or liability of whatever nature arising from the use or inability to use the site or the services or content provided from and through this site.

The user’s usage of the Legacy website constitutes their acceptance of this general disclaimer and the terms, conditions and policies described below. Legacy reserve the right to at any time amend its terms, conditions and policies. These amendments will have immediate effect once posted on the website. The last amendment to the terms, conditions and policies was 10 May 2010 and we advise that users’ on a regular basis, review the terms, conditions and policies for amendments and updates.

The terms, conditions and policies pertaining to any services appearing on these pages or sites shall be governed and interpreted in accordance with the laws of the Republic of South Africa and application for any of the services offered on these pages or sites will constitute the users consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the terms and conditions pertaining to such services.

The information, opinions and the like expressed on this site are not professional advice and does not necessarily represent the official opinion of Legacy or any of its associates.

### 2. Website use

#### 2.1. Introduction

Legacy offers this website and the information contained therein to its stakeholders ranging from suppliers, guests and staff. All materials on this site constitute and offer information and insight into Legacy and does not constitute an invitation to transact business unless clearly stated as such. Commercial use of this site is strictly prohibited unless you obtain prior written consent from Legacy.

Limitation of Legacies liability is key and while we want the users’ use of the website to be a positive experience, it must be stressed that this use has to be within the following boundaries:

- The user may only use this site to make legitimate reservations or purchases.
- The user is responsible for maintaining the secrecy of their passwords, login and account information.
- Legacy may, at any time and without advance notice or liability, terminate or restrict a users access to all or any component of the site.
- The user may not use the site to: make any false, fraudulent or speculative reservation or any reservation in anticipation of demand; post or transmit any unlawful, threatening, libellous, defamatory, obscene, indecent, inflammatory, pornographic or profane material or any material that could constitute or encourage conduct that

would be considered a criminal offense, give rise to civil liability, or otherwise violate any law.

- The user may not use information from this site in any type of bulk communications, including but not limited to, spam, junk mail, or chain letters, or for any other purpose that is unlawful.

## 2.2. **Trademarks, Copyright, Licenses and Intellectual property**

This website is solely for personal and non-commercial use. Trademarks, copyright, licenses and intellectual property made available on this website are owned by Legacy. Accordingly content including but not limited to, graphics, databases, hyperlinks, private information, designs and agreements and any such similar or related materials are thus the property of Legacy and such are protected from infringement by South African and international intellectual property laws.

If you wish to use content as limited by the previous paragraph, please contact Traci Sassenberg on Tel: +27 11 806 6810 or e-mail [tracis@legacyhotels.co.za](mailto:tracis@legacyhotels.co.za) to obtain written consent to copy, distribute, reproduce, publish or transmit or use the information in any other form.

## 2.3. **Online reservations**

The use of the website for online bookings and transactions are done in accordance with the applicable online reservations and cancellation policies

## 2.4. **Linking**

### 2.4.1. **Hyperlinks to Legacy**

No person, company or website may link to the Legacy website without written consent. Such permission can be obtained by emailing [hotels@legacyhotels.co.za](mailto:hotels@legacyhotels.co.za). Permission may be withheld or granted subject to such conditions Legacy may specify from time to time.

### 2.4.2. **Framing, in-line links, crawlers or metatags**

No person, company or website may frame, in-line links, crawler or metatag the Legacy website without written consent. Such permission can be obtained by emailing [hotels@legacyhotels.co.za](mailto:hotels@legacyhotels.co.za). Permission may be withheld or granted subject to such conditions Legacy may specify from time to time.

### 2.4.3. **Links provided to third-parties**

Legacy site may from time to time provide links to third party sites or resources. As Legacy has no control over such sites and resources, the user acknowledges and agrees that Legacy is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. The user further acknowledges and agrees that Legacy shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such site or resource.

## 2.5. **Children**

Persons under the age of 18 or who have not been legally emancipated may use this website if the intent is to view and gather information. If the intent is to transact,

communicate, link or use information contained in the website then supervision of a parent or guardian is required. If the user represents that they are of a sufficient legal age or status when using this website they will be legally bound by any legal obligations and liabilities that may arise out of the use of the website or its services being offered.

#### **2.6. Warranties and limitation of liability**

Legacy has made every effort to ensure information presented in the website is true and accurate. It is however accepted that Legacy will not be liable for any damages, losses or injury caused by, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus or line failure. It is also recorded that any information detailed on the website is not deemed as professional advice or instruction.

The user of the website also warrants to Legacy that every instruction and all information given shall be accurate, true and correct.

#### **2.7. Submissions**

As a company Legacy appreciates input and suggestions into ways to improve or alter operational and or business processes to improve products and services to patrons of its properties. Legacy have ongoing projects and development teams looking at various ideas which could be similar to submitted suggestions.

To eliminate any possible misunderstanding it is company policy not to accept unsolicited ideas, concepts, notes, drawings, suggestions or any information that may attach ownership debates. If the user feels strongly about a specific submission they must be aware that once the submission is made it becomes the exclusive ownership of Legacy. This ownership attracts unrestricted use for whatsoever purpose commercial or otherwise, without compensation to the provider.

#### **2.8. Digital signature provisions**

The user represents and warrants that they have the legal right, power and authority to agree to these terms and conditions on their behalf and the member, buyer, supplier or other entity on whose behalf they maybe acting while participating in the site. The user also warrants that their use of the website is completely valid, has legal effect, is enforceable, and is binding on, and non-refutable by the user and the member, buyer, supplier or other entity on whose behalf the user is acting.

#### **2.9. Security**

While reasonable measures are taken to ensure the security and integrity of information submitted to the Legacy site, this web site cannot under any circumstances be held liable for any loss or other damage sustained by a user or users as a result of the intentional or accidental access by a third party.

## 2.10. **Availability**

Legacy will make its best efforts to ensure the availability of the system. It however does not guarantee availability and it will from time to time schedule routine maintenance that will impact on availability.

## 3. **Privacy and protection of personal information policy**

Legacy is aware of the need and legalities of Internet privacy and intends treating it in accordance with the following policy.

Legacy will take every precaution to protect users' information. When a user submits personal and private information to Legacy via the Website, the information is protected both online and off-line.

Legacy confirms that it does use collection agents known as "Cookies" which enable servers to identify repeat users, monitor usage trends and to facilitate the ongoing use of any online services. This tool ensures the user a more dynamic interaction with the Legacy website but is optional and maybe switched off by denying cookies in the users' website settings.

Legacy will not sell, share, or rent this information to others in ways different from that which is disclosed in the Website or in other forms of communication. Legacy will however disclose information in order to comply with applicable law, legal notices served on it, or in defending its rights or property.

## 4. **Online reservations and cancellation policies**

### 4.1. **Reservations**

- 4.1.1. All rates quoted are on a room only per person per night basis unless otherwise indicated.
- 4.1.2. All rates are for accommodation only unless otherwise specified.
- 4.1.3. All bookings are subject to availability.
- 4.1.4. Rooms will be kept until 18:00 on day of arrival unless otherwise assured or guaranteed.
- 4.1.5. Completed credit card authorization form will be required in order to secure the booking.
- 4.1.6. Check-in is after 14:00 and checkout is before 10:00. Country specific terms and conditions may apply.
- 4.1.7. Rates are non-commissionable.
- 4.1.8. Children under the age of 16 stay on a sharing basis and eat free.
- 4.1.9. All accommodation bookings made on this website are subject to the Legacy conditions of residence.
- 4.1.10. Rates are subject to availability and fluctuations.

#### 4.2. **Cancellations**

- 4.2.1. Cancellations - for two or less rooms - within 48 hours prior to arrival will be subject to a full cancellation fee of the value of the accommodation booked.
- 4.2.2. Cancellations - for three to 10 rooms - within seven days prior to arrival will be subject to a full cancellation fee of the value of the accommodation booked.
- 4.2.3. Cancellations - more than ten rooms, group cancellation policy will apply.
- 4.2.4. Guaranteed reservations will be held for first night only, after which the accommodation will be released.
- 4.2.5. Rates may be subject to change.
- 4.2.6. Further terms and conditions may apply.

#### 4.3. **Other vital country specific online reservation and cancelation information**

- 4.3.1. **South Africa:**  
Please note that all rates include VAT @ 14% but exclude the 1% Tourism Levy applicable presently in South Africa.
- 4.3.2. **Namibia:**  
Please note that all rates include VAT @ 15% but exclude the 2% Tourism Levy applicable presently in Namibia.
- 4.3.3. **Ghana:**  
Please note that all rates are inclusive of Government Rates and Service Charge, VAT @ 12.5% and National Health Insurance Levy @ 2.5%.

#### 4.4. **General reservations, cancelation terms and conditions**

- 4.4.1. All reservation queries can be directed to Legacy Central Reservations on 0800 HOTELS or +27 (0) 11 806 6800.
- 4.4.2. All reservations are subject to existing terms and conditions prevailing at the time, this includes children and meal policies.
- 4.4.3. Legacy take great care in ensuring that, but cannot be held responsible for, correspondence that is lost or is received late.
- 4.4.4. Legacy and participating establishments are not liable for any omissions, acts or defaults made by any partner or agent.
- 4.4.5. All rates quoted are those of the local currency applicable to the country in which the hotel is located.

#### 4.5. **Conditions of residence**

- 4.5.1. For the purpose of the conditions of residence the Hotel will mean THE HOTEL YOU INTEND MAKING A RESERVATION AT.

- 4.5.2. The guest by signing the registration card, warrants that he is duly authorized to sign and bind his principal and each member of his accompanying party to these conditions of residence and failing such authority, agrees to be personally liable for all amounts arising from the residence of himself and his accompanying party as set out on the front hereof at the hotel.
- 4.5.3. The guest and his principal agree to pay not later than the time of departure the room rate as determined by the Hotel for the period of residence together with any other charges incurred during the period of residence, plus Value Added Tax, incurred by the guest and accompanying party during his/her stay in the Hotel. Periodic payments must be made if the account exceeds the credit limit designated by the Hotel, and bills are payable on presentation.
- 4.5.4. A certificate from the Hotel management shall constitute proof of indebtedness of the guest or his principal or his accompanying party and of the particulars therein for all purposes including any action instituted by the Hotel against the guest or his principal.
- 4.5.5. The guest agrees that after his departure, the Hotel, may possess goods left behind and authorizes the Hotel, after giving one month's notice to the address registered by the guest, of its intention to do so to sell same, privately or publicly, at the Hotel's discretion, at such price as the hotel may determine and offset proceeds of such sale against possible indebtedness or to hold such proceeds for a period of three years pending any claims by the guest for these proceeds failing which they shall be deemed as having been donated to the hotel.
- 4.5.6. The guest hereby agrees, on behalf of himself or of the members of his accompanying party, that it is a condition of his/their occupation of the Hotel that, notwithstanding the provisions of the Liquor Act no. 27 of 1989 or the Tourism Act of 1993, copies of which are available on the hotel premises and to which the guest's attention is hereby directed, the hotel's Proprietor and Management shall not be responsible for loss or damage to any property brought by the guest and his accompanying party upon the premises, whether arising from fire, theft or any cause and by whomsoever caused, or arising from the negligence (gross or otherwise) or wrongful use of any person in the employ of the Hotel, or for any damages sustained by reason of any injury caused by negligence or wrongful act by the Proprietor or by any employee of the Hotel. The guest and his accompanying party may hand to the Hotel for safekeeping money and/or valuables when a special receipt will be issued accordingly.
- 4.5.7. Where appropriate, the masculine gender shall include the feminine gender and vice versa, and single shall include plural.
- 4.5.8. The guest keeps indemnified and holds the Hotel or its duly appointed agent, harmless against all loss, damage or claim of whatsoever nature or from cause howsoever arising while resident at the Hotel.
- 4.5.9. The guest hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over the guest in respect of any proceedings in connection with the stay of the guest and his accompanying party to the Hotel. Notwithstanding the foregoing, the Hotel shall have the right of instituting all or any proceeding connected with such stay in the Hotel in any division of the Supreme Court having jurisdiction.

## SECTION TWO - PAIA MANUAL

PAIA manual

Manual prepared in accordance with section 51 of the promotions of access to information's act, No 2 of 2000 for Legacy Hotels & Resorts (Pty) Ltd ("Legacy"); registration number: 1999/014365/07

This manual includes all companies comprising the Legacy Hotel Group of companies; companies managed by the group and associated companies.

### 1. Contact details

#### 1.1. Head company

Legacy Hotels & Resorts (Pty) Ltd with registration number 1999/014365/07 is a privately owned group that focuses on the promotion of the hospitality industry in various African and Indian Ocean countries with its operating base being the Republic of South Africa. They achieve this by owning or part owning hotels, managing hotels, residential estates and self catering joint ownership type schemes which include but are not limited to share block and rental pool structures.

#### 1.2. The contact details for the representative of the Head company representing all the companies under direct holdings, associated or indirect holdings and or managed companies is as follows:

Mr A P Brearley in his capacity as Managing Director of Legacy may be contacted for information as requested in terms of the form "A" as detailed in the act. at:

#### **Registered and street address:**

5 Autumn Street  
Legacy House  
Rivonia  
2128

#### **Postal address:**

P O Box 3410  
Rivonia  
2128

#### **Other:**

Telephone number: +27 (0) 11 806 6800  
Facsimile number: +27 (0) 11 806 6886  
E-mail address: [legacypaia@legacyhotels.co.za](mailto:legacypaia@legacyhotels.co.za)  
Website: [www.legacyhotels.co.za](http://www.legacyhotels.co.za)

#### 1.3. Direct Holdings

Legacy All Suites Management Services (Pty) Ltd	1997/008445/07
Centurion Lake Hotel Holdings (Pty) Ltd	1984/010926/07
Centurion Lake Property (Pty) Ltd	1989/006275/07
Legacy Hotel Management Services (Pty) Ltd	1984/011057/07
Centurion Lake Investments (Pty) Ltd	1989/006273/07
Kwa Maritane (Pty) Ltd	1995/001442/07
Stocks Hotels & Resorts Holdings (Pty) Ltd	1990/007360/07
Stocks Hotels & Resorts Investments (Pty) Ltd	1995/011465/07

Stocks Hotels & Resorts Properties (Pty) Ltd	1992/003957/07
Elements Golf Resort (Pty) Ltd	2005/029843/07
Legacy Hotels & Resorts International (Pty) Ltd	1997/005111/07
Restaurant Parc Fermé (Pty) Ltd	2001/007619/07

#### 1.4. Associated or indirect holdings

Legacy Hotels & Resorts Employees Trust	Trust No.IT3997/97
Swanvest 328 (Pty) Ltd	2003/023853/07
Legacy Hotel Holdings (Pty) Ltd	1996/010556/07
Legacy Lifestyle (Pty) Ltd	2000/029614/07
Legacy Lifestyle Club Member Services (Pty) Ltd	2000/027648/07
Pilanesberg Resorts (Pty) Ltd	1983/070181/07
Twin Lion Investments (Pty) Ltd	1996/010565/07
Legacy Management Holdings Ltd	1996/010594/06
Leonardo Da Vinci Hotel & Suites (Pty) Ltd	2004/013503/07
Legacy Lifestyle Club Resorts Management (Pty) Ltd	2000/029745/07
Maximillien Brasserie (Pty) Ltd	2008/008702/07

#### 1.5. Managed companies

Bakubung Share Block Company Limited	1983/070174/06
Kwa Maritane Residents Association	
Castleburn Share Block Limited	1991/005692/06
Brookeshill Share Block Limited	1993/002432/06
Magicbreakaways Resorts Share Block Limited	1997/012844/06
The Body Corporate of Brookes Hill Suites	SS21/1994
Wilderness Dunes Share Block Limited	1990/003061/06
Kruger Park Lodge Share Block Limited	1989/006537/07
Kruger Park Lodge Homeowners Association	1997/018352/08
Erf 371 & 330 Hazyview (Pty) Ltd	2002/012043/07
Raphael Homeowners Association	2001/000151/08
The Body Corporate of Michelangelo Towers	SS 338/2007
Body Corporate of Legacy Corner	SS 550/2010
Castleburn Homeowners Association (NPO)	2007/025284/08
Body Corporate of Elements Private Golf Reserve	SS 452/2004
Legacy Pride (NPO)	2010/007373/08

## 2. **Guide on how to use the Promotion of Access to Information Act**

This particular Act has gone a long way to ensuring access to information which could contribute towards your decision making processes when interacting with Legacy. There are specific process and procedures as set out in section 10 of the Act that will assist you in gaining access to the required information within the prescribed guidelines. The Human Rights Commission is tasked with helping the public with matters relating to the Act. The Promotion of Access to Information unit can be contacted for this process as prescribed in Section 10 or on any other related queries at:

#### **Postal address:**

The Human Rights Commission: PAIA Unit  
The Research and Documentation Department  
Private Bag 2 700  
Houghton

2041

**Other:**

Telephone number: +27 (0) 11 484 8300  
Facsimile number: +27 (0) 11 484 0582  
E-mail address: [paia@sahrc.org.za](mailto:paia@sahrc.org.za)  
Website: [www.sahrc.org.za](http://www.sahrc.org.za)

**3. Copy of notice**

No notice in terms of Section 52(2) of the Act has been published.

**4. Records available in terms of legislation other than the Promotion of Access to Information Act**

**4.1. Human resources**

- 4.1.1. Basic Conditions of Employment No. 75 of 1997
- 4.1.2. Employment Equity Act No. 55 of 1998
- 4.1.3. Labour Relations Act No. 66 of 1995
- 4.1.4. Skills Development Levies Act No. 9 of 1999
- 4.1.5. Skills Development Act No. 97 of 1998
- 4.1.6. Unemployment contributions Act No. 4 of 2002
- 4.1.7. Unemployment Insurance Act No. 63 of 2001
- 4.1.8. Pensions Funds Act 24 of 1956
- 4.1.9. Compensation for Occupational Injuries and Health Diseases Act 130 of 1993
- 4.1.10. Occupational Health and Safety Act 85 of 1993
- 4.1.11. Unemployment Insurance Act 63 of 2011-12-09 Environmental Health and Safety Act 1989

**4.2. Accounting and finance**

- 4.2.1. Income Tax Act No. 95 of 1967
- 4.2.2. Value Added Tax Act No.89 of 1991
- 4.2.3. Public Accountants' and Auditors' Act No. 80 of 1991
- 4.2.4. Revenue Laws Amendment Act 60 of 2008
- 4.2.5. Financial Intelligence Centre Act 38 of 2001
- 4.2.6. National Credit Act 34 of 2006

**4.3. Company Secretarial and Administration**

- 4.3.1. Companies Act No. 71 of 2008
- 4.3.2. Stamp Duties Act No. 77 of 1968
- 4.3.3. Copyright Act 98 of 1978
- 4.3.4. Competition Act 89 of 1998
- 4.3.5. Share Blocks Control Act 59 of 1980
- 4.3.6. Consumer Protection Act 68 of 2008
- 4.3.7. Customs and Excise Act 91 of 1964
- 4.3.8. Gauteng Liquor Act 2 of 2003
- 4.3.9. KwaZulu-Natal Liquor Act 27 of 1989
- 4.3.10. Western Cape Liquor Act 4 of 2008
- 4.3.11. Eastern Cape Liquor Act 10 of 2003
- 4.3.12. Mpumalanga Liquor Act 5 of 2006
- 4.3.13. National Liquor Act 59 of 2003

#### 4.4. Safety

4.4.1. Occupational Health & Safety Act No. 85 of 1993

#### 5. Access to the records held

##### 5.1. The categories of records which are available without a person having to request access in terms of the Act.

Information already available in the public domain including information that is available in terms of the latest notice regarding the categories of records in terms of section 52 (2)

##### 5.2. Records that may be requested

Kindly note that there are a number of grounds for refusal of access to records.

Company Secretarial/Legal  
Human Resources  
Financial

#### 6. Accessing a record held by the Company of for one of the company it Heads

- 6.1. The request must be made to the head of the Company at the contact details as detailed above.
- 6.2. Any request for access to records in terms of the Act must be completed on the prescribed form "A" in terms of the Act and regulations.
- 6.3. The requester must provide sufficient detail on the request form to enable the head of the Company to identify the record and the requester. The requester should also indicate what form of access is required.
- 6.4. The requester must identify the right that he or she is seeking to exercise or protect and provide an explanation of why the requested record is required for the exercise or protection of the right.
- 6.5. If a request is made on behalf of a person, the requester must then submit proof of the capacity in which the request is being made.
- 6.6. The head of the Company must notify the requester by notice, requiring the requester to pay the prescribed fee (if any) before processing the request. The prescribed fee is in the Regulations.
- 6.7. The head of the Company will then make a decision in accordance with the provisions of the Act, whether to grant the request or not and notify the requester of the decision.
- 6.8. If the request is granted, a further fee must be paid for the search, reproduction and preparation, and for any time that has exceeded the prescribed hours to search and prepare the record for disclosure.
- 6.9. Legal remedies are available to a requester who believes that there has been a failure to comply with the Act. The requester may lodge an appeal or an application to court.

For any additional assistance please feel free to contact The Human Rights Commission: PAIA Unit, The Research and Documentation Department, Private Bag 2 700, Houghton, 2041 or at:

Telephone number: +27 (0) 11 484 8300  
Facsimile number: +27 (0) 11 484 0582  
E-mail address: [paia@sahrc.org.za](mailto:paia@sahrc.org.za)  
Website: [www.sahrc.org.za](http://www.sahrc.org.za)

7. **Other information**

The Minister of Justice and constitutional Development has not made any regulations in this regard.

8. **Fees and payments thereof**

8.1. **Personal requester**

Anyone who seeks information pertaining to him/her-self is called a personal requestor and is exempted from paying a requestor's fee.

8.2. **Requester**

- 8.2.1. A requestor fee to a public body is prescribed by the Act to be R 50.00.
- 8.2.2. Additional fees for replication of data in various forms are prescribed by the Act and are detailed in the act that is available at [www.doj.gov.za](http://www.doj.gov.za).
- 8.2.3. The Head as per the Act may charge for time spent on processing the request.
- 8.2.4. Legacy undertakes to communicate all such costs to requester and require payment from the requester before proceeding with the request as detailed in the prescribed form "A".

## **SECTION THREE - LEGACY'S RESPONSIBLE GAMBLING POLICY**

Legacy strive to protect our customers against the possible harmful consequences of problem gambling by means of information, assistance and personal attention.

### **1. Introduction**

By "responsible gambling" we understand all policies, programmes and practices to be designed to minimise the incidence of, and harm caused by excessive gambling, while not interfering unnecessarily with the legitimate enjoyment of those who gamble harmlessly.

To this end the conduct of all our operations including our marketing and advertising, are designed to encourage people to gamble within their means and not to spend more time and money gambling than they can afford.

We stress to our customers and to the general public that gambling ought only to be seen as one entertainment and leisure option amongst many. Our aim is to provide our customers with excitement and enjoyment which means we do not want them to gamble to the point where gambling becomes a problem and causes significant damage to their lives and those close to them. We regard this as not only the morally right thing to do but also to be in our commercial interests: we neither wish to exploit nor be perceived to be exploiters of human weakness, instead we wish to be seen as providers of many kinds of safe entertainment including gambling.

Consequently our Board is formally and unanimously committed to doing all we can to promote responsible gambling, to discourage irresponsible gambling and to provide free, confidential and expert help to the minority of people who do get into trouble through gambling too much. We set out the specifics of this commitment below.

### **2. The corporate policy on problem gambling**

The Responsible Gambling Policy (RGP) addresses, and will continue to address, both irresponsible gambling and under-age gambling.

The aim is to add value through commitment to social responsibility and the sharing of financial and human resources. We aim to have a positive impact and ensure that Legacy's entertainment and hospitality products create a positive influence in the lives of our customers, our employees and their families, and to society as a whole.

We will, therefore, commit human and financial resources to promote public understanding of the problem of irresponsible gambling among our customers and employees, and have policies and practices in place to recognize and prevent problem gambling.

We are also concerned about the possible incidence of under-age gambling and rigorously enforce the prohibition of under-age gambling, taking whatever steps are appropriate to restrict gambling activities to persons of or above the age of 18 years.

Gaming operations are governed by a Code of Conduct that binds us to a set of protocols that give practical expression to our commitment to making responsible gambling an integral part of our daily operations.

### 3. **Principal Tenets**

The principal tenets of our policy are the following:-

#### **3.1. Commitment to regulators**

Our policy is to apply resources in a comprehensive approach to the issue of problem gambling by co-operating with relevant local and national bodies.

#### **3.2. Commitment to employees**

3.2.1. We are committed to educating all current and future employees about responsible gambling and providing periodic refresher training.

3.2.2. We train all staff working on our properties to recognise potential cases of problem gambling including neglect of children and to report these to the appropriate qualified manager. We train selected senior management in interviewing possible problem gamblers in a constructive and helpful way.

3.2.3. Implementing communications programmes for employees to improve their understanding of responsible gambling and related policies and procedures.

3.2.4. Making brochures available to new employees regarding responsible gambling and where to find assistance.

3.2.5. Posting responsible gambling-awareness signage bearing the National Responsible Gambling Programme's (NRGP) counselling line number at various locations where employees congregate.

#### **3.3. Commitment to customers**

3.3.1. Making brochures visible and available in gambling areas regarding responsible gambling and where to find assistance.

3.3.2. Making available on the Legacy website [www.legacyhotels.co.za](http://www.legacyhotels.co.za) information regarding responsible gambling and where to find professional help.

3.3.3. Displaying signage in gambling areas bearing the NRGP counselling line number. The NRGP has counsellors in both Swakopmund and Windhoek where Legacy's casinos are based.

3.3.4. Providing opportunities for customers to request in writing that they not be sent promotional mailings, or the revocation of their privileges in relation to specific casino services such as loyalty card promotions. In addition, we will take all reasonable steps to honour written requests from any person so as not knowingly to grant access to such a person to gambling activities at one or more of its casino's.

3.3.5. We reserve the right to exclude any patron from gambling without a request from that patron.

#### **3.4. Commitments regarding under-age gambling and unattended children**

3.4.1. Any person of 18 years of age or younger is regarded as a child under the first section "Corporate Policy"

3.4.2. Diligent efforts are made to prevent children from loitering in the proximity of the gambling area of the casino.

3.4.3. Where, in the opinion of management, an unaccompanied child appears to be at risk, security or appropriate personnel will be contacted and will remain with the child while reasonable steps are taken to locate the parent or responsible caregiver. If efforts are unsuccessful, security personnel will contact an appropriate third party and release the unaccompanied child to their care.

### **3.5. Commitment to funding the NRGF**

3.5.1. All gambling industries contribute towards the NRGF in terms of an agreement negotiated with the South African Responsible Gambling Trust which incorporates Namibia.

3.5.2. All gambling industries will continue to use the NRGF's research to identify the best practices it can follow to promote responsible gambling within our sphere of influence.

### **3.6. The principal activities of the National Responsible Gambling Programme**

3.6.1. The NRGF provides free confidential and expert counselling by telephone and face-to-face for anyone who wants it and for members of the families of problem gamblers.

3.6.2. The programme conducts continuous awareness campaigns through the media to alert the public to the dangers of gambling and how to avoid them.

3.6.3. The programme provides training in responsible gambling matters for all staff working in the gambling industry.

3.6.4. The programme undertakes research to ensure that treatment and prevention work, as well as public policy are informed by the best available evidence both nationally and internationally.

### **3.7. Seeking help**

If you believe that you have a gambling problem and would like to seek help please contact: The National Responsible Gambling Programme Helpline on +27 (0) 21 674 5830.