Explore **Your Town**

LEGAL · EXPLOREYOURTOWN.CO.ZA

Terms and *Conditions*

These Terms and Conditions govern the use of the Explore Your Town websites and the listing and promotion of businesses on them. Please read them carefully.

Effective date: 17 November 2026 · **Last updated:** 17 November 2026

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1. Introduction and acceptance

1.1 The Explore Your Town websites are owned and operated by **Wild Kong and Associates (Pty) Ltd** (registration number 2021/810166/07), trading as Explore Your Town ("Explore", "we", "us" or "our").

1.2 In these Terms:

- **"Sites"** means exploreyourtown.co.za, each Explore town website listed in clause 1.3, any Explore website launched in future, and the Explore Your Town pages on Instagram, Facebook and TikTok;
- **"Visitor"** means any person who accesses or uses the Sites;
- **"Business"** means any business, organisation or person that applies for, holds or promotes a listing on the Sites;
- **"Listing"** means a Business's page or entry on the Sites;
- **"Promotion"** means any paid placement, boost, sponsored spot or bundle that we offer;
- **"you"** and **"your"** refer to a Visitor or a Business, as the context requires.

1.3 The Explore town websites currently include exploreballito.co.za, exploreumhlanga.co.za, exploreumdloti.co.za, exploretinleymanor.co.za, exploretugelamouth.co.za, explorestlucia.co.za, exploresouthcoast.co.za, exploredrakensberg.co.za, exploremidlands.co.za and explorewilderness.co.za.

1.4 By accessing or using the Sites, you agree to be bound by these Terms. A Business accepts these Terms when it applies for a Listing, accepts our invitation to be listed, or pays for Promotion. If you do not agree to these Terms, you must not use the Sites.

1.5 We may amend these Terms from time to time. Amended Terms will be published on the Sites with the date of the latest update. Where a Business has paid for Promotion, we will give at least 30 days' notice of any material change, and the Terms in force at the time of payment will continue to apply to that Promotion.

2. Use of the Sites

2.1 The Sites are a free guide to places to eat and stay, and things to do. We make every reasonable effort to keep the information on the Sites accurate and up to date, and we check that listed Businesses exist and are trading. However, prices, operating hours and other details may change without notice, and Visitors should confirm important details directly with the Business before visiting or making payment.

2.2 We do not act as a booking agent or intermediary. Any enquiry, booking, purchase or payment is an agreement between the Visitor and the Business alone. The Business is solely responsible for its goods, services and pricing, and for the safety of its premises and activities.

2.3 Weather, tide, sea, traffic and news information on the Sites is obtained from third-party sources and is provided for general information only. It must not be relied on for safety decisions. Visitors should follow the instructions of lifeguards, official warnings and the relevant authorities.

2.4 The Sites contain links to third-party websites for convenience. We do not control, and are not responsible for, the content, availability or practices of those websites.

2.5 You may not:

- copy, scrape or extract listings or content from the Sites in bulk;
- submit a false application, or misrepresent your identity or your connection to a Business;
- submit content that is unlawful, misleading, defamatory or abusive, or that infringes the rights of others; or
- interfere with, overload or attempt to bypass the security of the Sites.

3. Business Listings

3.1 **Listings are free of charge.** We charge no application fee, subscription fee or commission on a Business's bookings or sales, and payment is never a condition of remaining listed.

3.2 To qualify for a Listing, a Business must be genuine, currently trading, and located in or serving the area covered by the relevant Site. We may request reasonable proof, such as a website, social media page, trading address or registration details.

3.3 The Business warrants that all information it provides is true, accurate and current, and undertakes to notify us within 7 days of any change to its details, operating hours or prices, or if it ceases trading.

3.4 We prepare and design each Listing. We may edit or shorten text and select which images to display, so that Listings remain accurate, consistent and readable. We will correct any factual error brought to our attention.

3.5 We may decline an application, or suspend or remove a Listing, if:

- the Business has closed, cannot be verified, or does not serve the area of the Site;
- the information provided is false or misleading, or complaints reveal a genuine concern;
- the Business or its content is unlawful or harmful; or
- the Business asks us to do so.

3.6 **Founding Businesses.** Businesses that join a newly launched Site may be identified as a "Founding Business" and receive a complimentary boost to the top of their category. This boost is provided at our discretion and may be ended once paid Promotion becomes available on that Site.

3.7 A Business may request the removal of its Listing at any time by emailing contact@exploreyourtown.co.za. We will remove it within 5 business days of the request.

4. Photographs, Logos and Content

4.1 The Business warrants that it owns, or is authorised to use, all photographs, logos and text it submits, and that their publication by us will not infringe any third party's rights. Where a photograph was taken by another person, the Business must tell us so that we can credit the photographer.

4.2 The Business grants us a non-exclusive, royalty-free licence to use the submitted content on the Sites, in the Sunday Read and on the Explore Your Town social media pages, in order to display its Listing and promote the Sites. The Business retains ownership of its content.

4.3 Where a Business asks to be listed but does not supply images, we may prepare its Listing using photographs and details that the Business has already made publicly available, for example on its own website, social media pages or booking platforms. The Business may ask us to replace or remove any such material at any time.

4.4 When a Listing is removed, we will remove the Business's content from the Sites within 5 business days. Social media posts already published may remain unless the Business asks us to remove them.

4.5 If you believe that content on the Sites infringes your rights, please email contact@exploreyourtown.co.za with details of the content and where it appears. We will investigate promptly and remove the content where the complaint is justified.

5. Paid Promotion

5.1 Promotion, such as a category boost, a sponsored placement on an attraction page or a multi-town bundle, is entirely optional. A decision not to purchase Promotion does not affect a Business's Listing.

5.2 Before any payment, we will provide a written quotation setting out the Promotion, the Sites on which it will appear, its duration and the full price, including VAT and any other charges. Prices may change from time to time, but never for a period that has already been paid for.

5.3 Invoices are issued by Wild Kong and Associates (Pty) Ltd. Unless the quotation states otherwise, payment is made by EFT in advance, and the Promotion begins once payment has cleared.

5.4 **No guaranteed results.** We will deliver the Promotion as quoted, but we do not guarantee any number of views, clicks, calls, enquiries or bookings. Any statistics we provide are indicative only.

5.5 **Cancellation and refunds:**

- A Business that is a natural person (for example, a sole proprietor) may cancel within 7 days of agreeing to the Promotion, without reason or penalty, and will receive a full refund within 30 days, in accordance with section 44 of the Electronic Communications and Transactions Act 25 of 2002.
- If we are unable to deliver a paid Promotion, or end it early for a reason not attributable to the Business, we will refund the unused portion.
- If we remove a Listing under clause 3.5 because of false information or unlawful content, we may end the related Promotion without a refund for the remaining period.
- In all other cases, a Promotion that has begun runs until the end of the paid period and is not refundable.

5.6 Promotions are subject to the same accuracy and content standards as Listings under clauses 3 and 4.

6. The Sunday Read and Reader Submissions

6.1 The Sunday Read is our free weekly local news publication. Stories are written in our own words. Where a story draws on another publication's reporting, we name and link to that publication, and the original reporting remains its property.

6.2 Readers may submit local news, events or photographs by WhatsApp to 082 751 1185 or by email. By submitting content, you confirm that you own it or are entitled to share it, and you authorise us to publish it in the Sunday Read, on the Sites and on our social media pages.

6.3 We have sole discretion over what we publish and may edit submissions for length and clarity. We credit contributors by first name unless asked not to. We will not publish material that identifies a child without the consent of a parent or guardian.

6.4 Corrections may be requested by email to contact@exploreyourtown.co.za. We will correct any verified error promptly.

7. Intellectual Property

7.1 The Explore Your Town name and logo, the design of the Sites, and all text, guides and Sunday Read editions written by us are our property. You may share links to the Sites and quote short extracts with attribution, but you may not reproduce substantial parts of the Sites, or use our content for commercial purposes, without our written permission.

7.2 Recommendations and "featured" or "pick" labels reflect our independent editorial judgement. Paid placements are always clearly identified as "Sponsored" or "Promoted".

8. Limitation of Liability and Indemnity

8.1 We take reasonable care to keep the Sites accurate and available. However, the Sites are provided "as is", and we do not warrant that they will be error-free or uninterrupted.

8.2 To the extent permitted by law, we are not liable for:

- any act or omission of a listed Business, including its goods, services, prices, bookings and safety;
- any decision made in reliance on weather, sea, traffic or news information published on the Sites; or
- any indirect or consequential loss, including loss of profit or opportunity.

8.3 Where we are liable for loss arising from a paid Promotion, our total liability is limited to the amount paid by the Business for that Promotion in the 3 months before the claim arose.

8.4 Each Business indemnifies us against any claim arising from inaccurate information or content it has supplied, or from its own goods and services.

8.5 Nothing in these Terms limits any right you have under the Consumer Protection Act 68 of 2008 or the Electronic Communications and Transactions Act 25 of 2002 that cannot lawfully be limited, or excludes our liability for gross negligence or wilful misconduct.

9. Privacy and Communications

9.1 We collect only the information needed to operate the Sites and Listings: business contact details, information submitted in applications and messages, and anonymous visitor statistics. We process personal information in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA), as described in our Privacy Policy.

9.2 Business contact details are published on Listings, as that is the purpose of a Listing. We do not sell personal information.

9.3 We may contact Businesses by WhatsApp or email regarding a free Listing. Each message identifies us and explains how to opt out. If you reply "STOP" or ask us not to contact you, we will not message you again.

9.4 To access, correct or delete personal information that we hold about you, please email contact@exploreyourtown.co.za.

10. General

10.1 These Terms are governed by the laws of the Republic of South Africa.

10.2 Complaints should be sent to contact@exploreyourtown.co.za. We will acknowledge a complaint within 5 business days and aim to resolve it within 20 business days. If a dispute cannot be resolved, either party may refer it to a competent court in South Africa, and both parties consent to the jurisdiction of the Magistrate's Court.

10.3 If any provision of these Terms is found to be unenforceable, the remaining provisions continue in full force and effect.

10.4 Our failure to enforce any provision of these Terms does not constitute a waiver of that provision.

10.5 **Company information** (section 43 of the Electronic Communications and Transactions Act 25 of 2002):

Full name and legal status	Wild Kong and Associates (Pty) Ltd, a private company, trading as Explore Your Town
Registration number	2021/810166/07, registered in the Republic of South Africa
VAT number	4050300575
Director	Neven Camporiondo
Physical address and address for service	Atrium on 5th, 9th Floor, 5th Street, Sandton
Telephone	083 204 8441
Email	contact@exploreyourtown.co.za
Website	exploreyourtown.co.za and the Sites listed in clause 1.3
Payment method	EFT against an invoice (paid Promotion only)
Codes of conduct and dispute resolution bodies	None

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contact@exploreyourtown.co.za · 083 204 8441 · The current version of these Terms is always available at exploreyourtown.co.za/terms.html