

Booking Terms And Conditions ~ *Please keep as your personal copy*

1. Interpretation

In this Agreement, the following expressions have the following meanings:

- 1.1 **Agreement** means these booking terms and conditions, and all terms, conditions and notices referred to herein including the Conduct Rules, Application Form and the Destination & Activities Consent.
- 1.2 **Application Form** means the application form provided to the Challenger and/or Guardian in relation to the Challenger's participation in the Program.
- 1.3 **Bank Bill Reference Rate** means the rate published by the Reserve Bank of New Zealand quoted as the average bid rate on the Reuters page designated "BBSY" at or about 10:00 A.M. (Wellington, New Zealand time) for bank accepted bills having a term of 30 days.
- 1.4 **Challenger** means the person who is participating, or intends to participate, in the Program and:
 - (a) has signed this Agreement; or
 - (b) whose Guardian has signed this Agreement.
- 1.5 **Conduct Rules** means the rules set out in Schedule 2 to this Agreement.
- 1.6 **Departure Date** means the date on which the Challenger departs from the home nation to start the Expedition, as set out in the Itinerary.
- 1.7 **Departure Month** means the month during which the Departure Date falls.
- 1.8 **Destination & Activities Consent** means the information and consent form set out in Schedule 1 to this Agreement.
- 1.9 **Expedition** means the overseas expedition that forms part of the Program and which is set out in the Itinerary, and includes any alternate expedition under clause 6.3.
- 1.10 **Expedition Destination** means the location or locations to which the Challenger will be travelling and which may, for the avoidance of doubt, be within New Zealand or overseas.
- 1.11 **Expedition Leader** has the meaning given in clause 3.6.
- 1.12 **Force Majeure** means unusual and unforeseeable circumstances that are beyond the control of World Challenge including events such as war, threat of war, riot, civil strife, industrial dispute, technical problems with transport, closure or congestion at airports, terrorist activity, natural or nuclear disaster, outbreak of disease or imposition of quarantine, fire, adverse weather conditions and any event or circumstance affecting any destination for which the New Zealand Department of Foreign Affairs and Trade has issued a travel advisory of level 3 (*Reconsider your need to travel*) or higher.
- 1.13 **Guardian** means the legal guardian of the Challenger as set out in the [Destination & Activities Consent][Application Form].
- 1.14 **Itinerary** means the schedule of information containing the details of the relevant Expedition which will be issued by World Challenge at least 90 days prior to the Departure Date.
- 1.15 **Liability** means any claim, suit, action or proceeding made by any person;
- 1.16 **Major Change** means a material change in the Itinerary including a change to any destination during the Expedition or to the total length of the Expedition, or a change in the scheduled Departure Date by more than 72 hours.
- 1.17 **Medical Clearance** means the medical evaluation of the Challenger by a general practitioner or specialist who has assessed the Challenger's medical suitability to participate in the Program and concluded that the Challenger is sufficiently fit and healthy to participate in the Program without material risk of any detrimental effect on the health or wellbeing of the Challenger or any other person participating in the Program, including other challengers and World Challenge personnel.
- 1.18 **Payment Information Sheet** means the document issued by World Challenge which sets out, among other things, the Price and the payment terms.
- 1.19 **PDS** means the Product Disclosure Statement of World Challenge's insurer from time to time, details of which can be provided by contacting World Challenge.
- 1.20 **Point of Departure** means the airport, port, station or other location at which the Challenger will depart New Zealand for the Expedition Destination.
- 1.21 **Pre-Departure Consent Form** means a consent form, to be provided by World Challenge to the Challenger and Guardian

(as applicable) which will ask either both of the Challenger and Guardian (as applicable) to:

- (a) acknowledge that there are risks inherent in every Challenger undertaking the Expedition;
 - (b) acknowledge that World Challenge has taken all reasonable steps to disclose the general nature of those risks relating to the Expedition to the Challenger and Guardian;
 - (c) acknowledge that it is not possible for World Challenge to provide information about every possible risk and contingency that may arise in respect of any Expedition;
 - (d) acknowledge that the Challenger and Guardian have been given ample opportunity to access reasonable information about the Expedition made available to them by World Challenge;
 - (e) acknowledge that the Challenger and Guardian have made all reasonable efforts to inform themselves about the risks associated with the Expedition;
 - (f) acknowledge that the Challenger and Guardian have had every opportunity to ask questions of World Challenge over an extended period prior to being asked to sign the Pre-Departure Consent Form; and
 - (g) sign and return the Pre-Departure Consent Form to World Challenge at least 90 days before the Departure Date.
- 1.22 **Price** means the price of the Program quoted in the Payment Information Sheet which includes the cost of specialist equipment, supplies, administration and travel (between the point of departure from the home nation and the destination country, and during the Expedition).
 - 1.23 **Refund Schedule** has the meaning given in clause 6.1.
 - 1.24 **Program** means the skills development program delivered by World Challenge including the Training Expedition and/or World Challenge Events (if applicable), and the planning, preparation, training for and participation in the Expedition.
 - 1.25 **School** means the educational institution at which the Challenger is enrolled.
 - 1.26 **Training Expedition** means the training program conducted within New Zealand in preparation for an Expedition, as notified to the Guardian and Challenger, and which may include an overnight excursion in a state forest or national park and/or activities in an urban environment or on private land.
 - 1.27 **World Challenge** means World Challenge Expeditions Pty Ltd ACN 104 769 584.
 - 1.28 **World Challenge Events** (if applicable) means the events and activities conducted by World Challenge from time to time in the home nation in preparation for an Expedition, as notified to the Guardian and Challenger, and which consist of a series of tasks/challenges to be completed by the Challenger within a specified time.
 - 1.29 A reference to "Challenger or Guardian" refers to whoever of them signs the Application Form or makes the initial payment. Where appropriate it refers to both the Challenger and the Guardian.
- ### 2. Acceptance
- 2.1 This Agreement governs the Challenger's participation in the Program. World Challenge strongly recommends that the Challenger and Guardian read this Agreement carefully and ensure each of them fully understands the warranties, representations and conduct, medical and financial obligations contained in this Agreement (including the Refund Schedule).
 - 2.2 The Challenger and Guardian must inform World Challenge at the earliest opportunity if the Challenger or Guardian does not understand, or does not agree (without modification) with, anything in this Agreement or the Pre-Departure Consent Form.
 - 2.3 This Agreement will commence, and the Challenger (or Guardian on behalf of the Challenger if the Challenger is under 18 years of age) accepts enrolment in the Program in accordance with this Agreement, on the earlier of:
 - (a) the payment of the first instalment (see clause 5); or
 - (b) a validly executed copy of this Agreement being returned to World Challenge in accordance with clause 2.4.

- 2.4 In order for this Agreement to be validly executed for the purposes of clause 2.3:
- (a) the Guardian (or the Challenger if the Challenger is 18 years of age or older) must sign the Application Form to acknowledge their understanding and acceptance of the terms of this Agreement;
 - (b) the Guardian **and** Challenger (or the Challenger only if the Challenger is 18 years of age or older) must acknowledge their understanding and acceptance of the terms of the Destination & Activities Consent by signing a copy of the Destination & Activities Consent and returning it to World Challenge; and
 - (c) the Guardian **and** Challenger (or the Challenger only if the Challenger is 18 years of age or older) must sign Schedule 2 to acknowledge their understanding and acceptance of the Conduct Rules.
- 2.5 Notwithstanding the above, the Challenger is not entitled to participate in the Program unless the Guardian (or the Challenger if the Challenger is 18 years of age or older) has validly executed:
- (a) this Agreement in accordance with clause 2.4; and
 - (b) a Pre-Departure Consent Form at least 90 days prior to the Departure Date.
- 2.6 Upon acceptance of a Challenger's enrolment in the Program in accordance with clause 2.3, the Challenger will be provided with access to the *My World Challenge* portal operated by World Challenge which enables Challengers to discuss, plan and remain updated about their Expedition.
- 2.7 By participating in the Program (including the Expedition), the Challenger and Guardian expressly consent to World Challenge and its related bodies corporate publicising, broadcasting and otherwise communicating to the public the names, likenesses, voices and/or testimonials of the Challenger in any media, including online, at all times without restriction or limitation throughout the world.
- 3. Travel arrangements and participation in the Program (including the Expedition)**
- 3.1 World Challenge will organise all travel arrangements to and from the Expedition Destination other than the travel arrangements to and from the Point of Departure, Training Expedition or World Challenge Events.
- 3.2 For the avoidance of doubt, the Challenger, Guardian or School is not responsible for organising the travel arrangements in relation to the Expedition or any other aspect of the Program, unless the Challenger, Guardian or School (as the case may be) is otherwise expressly notified.
- 3.3 Unless otherwise expressly notified by World Challenge, all Expedition and/or Program travel arrangements will be chosen by World Challenge. The Challenger or Guardian must not amend, or allow the amendment of, any Expedition or Program travel arrangements that are chosen by World Challenge.
- 3.4 As soon as reasonably practicable and before the Departure Date, World Challenge will provide the Challenger or Guardian with:
- (a) in relation to Expedition flights: the operator, aircraft flight number, date, times and point of origin and arrival destinations of each flight; and
 - (b) all information required under any relevant law.
- 3.5 World Challenge will inform the Australian Government Department of Foreign Affairs and Trade and/or the New Zealand Ministry of Foreign Affairs and Trade (as applicable) of the flight and itinerary details for each Expedition.
- 3.6 World Challenge will provide a leader or leaders as appropriate (**Expedition Leader(s)**) to assist the Challenger, and other participants, during the Expedition.
- 3.7 In order for the Challenger to remain eligible to participate in the Program, the Challenger must:
- (a) be an enrolled student of, and attending, the School; and
 - (b) comply with all conduct requirements and disciplinary measures of the School.
- World Challenge reserves the right to withdraw a Challenger from the Program if, in World Challenge's absolute discretion, World Challenge considers that the Challenger:
- (i) is not an enrolled student of, and attending, the School; or
 - (ii) has not complied with all conduct requirements and disciplinary measures of the School.
- If a Challenger is withdrawn from the Program pursuant to this clause 3.7, the Refund Schedule will apply.
- 3.8 If the School or the Guardian/Challenger notifies World Challenge that the Challenger has ceased or otherwise failed to satisfy the eligibility criteria set out in clause 3.7, World Challenge may, in its sole discretion, cancel the Challenger's enrolment in the Program. If the Challenger's enrolment in the Program is cancelled under this clause 3.8, then the Refund Schedule will apply.
- 4. Price**
- 4.1 Subject to clause 4.3 and clause 4.4, the Price covers all costs of planning and carrying out the Program for the Challenger.
- 4.2 For the avoidance of doubt, the Price does not include vaccination fees, the cost of travel within the home nation, passport and visas costs and related charges (where applicable) and cost of the Challenger's pre-Expedition medical requirements, personal equipment and clothing, and insurance relating to the period prior to departure, or for personal equipment and clothing. Such costs are the sole responsibility of the Challenger or Guardian.
- 4.3 While World Challenge will use reasonable efforts to ensure the Expedition proceeds at a cost that reflects the Price, you acknowledge and agree that subject to clause 4.4, World Challenge may increase or decrease the Price by notice to you at any time up to 30 days before the Departure Date where there has been a change in the transportation and/or in-country costs necessary for the Expedition.
- 4.4 Changes to the Price during the Program may be charged or credited to the Challenger or Guardian by notice to you. If the Price is increased, then the Challenger or Guardian will have the rights set out in clause 6.3.
- 4.5 The Price is conditional on World Challenge receiving a photocopy of the Challenger's passport (or birth certificate if the passport has not been obtained) showing the Challenger's full name, not less than 12 months prior to the Departure Date (or at time of application), to enable World Challenge to source expedition flights on favourable terms. Any additional cost to World Challenge as a result of failure to comply with this condition will be passed on to and must be borne by the Challenger/Guardian.
- 5. Payment of Price**
- 5.1 The Challenger or Guardian must pay the Price in the manner set out in this Agreement.
- 5.2 Unless paid in-full as an upfront payment, the Price must be paid to World Challenge in the following instalments:
- (a) The first instalment of the Price, as specified in the Payment Information Sheet, must be paid in full at the time of application for a place on the Program;
 - (b) The second and third instalments of the Price, as specified in the Payment Information Sheet, must be paid in full on the dates and for the amounts specified in the Payment Information Sheet; and
 - (c) The balance of the Price must be paid in full no later than 90 days before the Departure Date or upon World Challenge offering the Challenger a place on a Program, whichever is later (in the case of the latter, the first, second and third instalments shall also then be due).
- 5.3 A surcharge of 1.25% will be added to any payments made to World Challenge by credit card to cover the merchant facility and administration costs incurred by World Challenge.
- 5.4 As a failure of the Guardian or Challenger to pay any amount on the due date may cause World Challenge to incur additional costs from its suppliers or may prevent World Challenge from sourcing goods and services for the Program on the most favourable terms, the Guardian and Challenger acknowledge and agree that the following applies, which the parties agree reflects a genuine pre-estimate of such likely additional costs:
- (a) Failure to pay the second instalment of the Price on or before the due date specified in the Payment Information Sheet will entitle World Challenge to charge the following amounts to the Challenger or Guardian:
 - (i) if the second instalment is 15 to 30 days late: NZD\$100;

- (ii) if the second instalment is 31 to 60 days late: NZD\$200; and
- (iii) if the second instalment is 61 days or more late: NZD\$500;
- (b) Failure to pay any amount on or before the due date will entitle World Challenge to charge interest at an annual rate of two per cent (2%) above the Bank Bill Reference Rate calculated on a daily basis on the amount outstanding amount and to recover from the Challenger or Guardian any costs or expenses incurred by World Challenge as a result of late payment.

5.5 As World Challenge must satisfy its payment obligations to suppliers to ensure that the Expedition is able to proceed for all challengers, World Challenge reserves the right to withdraw the Challenger from the Program if any part of the first, second or third instalments of the total Price payable under clause 5.2 is outstanding on a date that is more than 60 days after the due date for payment as specified in the Payment Information Sheet and is not paid in full by the Challenger or Guardian within 10 business days of written notice requiring full payment of any outstanding amounts. If a Challenger is withdrawn from the Program pursuant to this clause 5.5, the Refund Schedule will apply.

6. Cancellation, Alteration and Refunds

6.1 Provided that the Challenger is enrolled in the Program more than 100 days prior to the Departure Date, following payment of the 1st instalment, there is a seven day cooling off period in which World Challenge will refund the 1st instalment less an NZD\$30 administration fee if the Challenger withdraws. If the Challenger is enrolled in the Program less than 100 days prior to the Departure Date, following payment of the 1st instalment, there is a three day cooling off period in which World Challenge will refund the 1st instalment less an NZD\$30 administration fee if the Challenger withdraws. Thereafter payments to World Challenge are typically non refundable as payments made by the Guardian or Challenger are used by World Challenge to conduct the Program and to secure the resources and facilities required to conduct the Training Expedition and/or World Challenge Events (if applicable), and the Expedition. In this regard, World Challenge incurs costs progressively throughout the Program and as such, the closer the Challenger's withdrawal to the Departure Date the more costs World Challenge will have incurred, the more of the Program the Challenger would have benefited from and the lower the likelihood of finding a suitable person to replace the Challenger. The table below (**Refund Schedule**) sets out the percentage of the total Price payable by the Challenger in the event of a withdrawal:

Time before Departure Date (or Departure Month if Departure Date not confirmed) that written notice of withdrawal is received by World Challenge	Percentage of total Price payable by the Challenger/Guardian (with the highest amount applicable in the relevant circumstances)
Less than 1 month	100%
Less than 3 months	90%
Less than 9 months	60%
Less than 15 months	30%
More than 15 months	10%

The Challenger or Guardian acknowledge and agree that the percentage amounts referred to in the table represent a genuine pre-estimate of the losses which World Challenge may or will incur if the Challenger withdraws from the Program at the time set out in the table. If the amount actually paid to World Challenge by the Challenger or Guardian falls short of the amount indicated in the right column of the Refund Schedule, then World Challenge will be entitled to recover the amount of the shortfall as a debt due and payable by the Challenger or Guardian to World Challenge.

6.2 From time to time due to circumstances beyond the control of World Challenge it may be necessary to make changes to, or to cancel the Expedition after World Challenge has accepted the Challenger's enrolment, whether for reasons of safety, due to Force Majeure or otherwise, and World Challenge reserves the right to do so upon notice to the Challenger or Guardian. World Challenge anticipates that most of these changes will be minor and World Challenge will notify these to

the Challenger as soon as reasonably practicable before the Departure Date. Occasionally it may be necessary to make a Major Change. World Challenge also reserves the right at any time prior to the Departure Date, and without prior consultation with the Challenger, to notify the Challenger in writing that the Challenger's Expedition will be merged with one or more other Expeditions. This may occur if the Challenger's Expedition team is not of an adequate size (due, for example, to other participants' cancellations) and may result in a change to the planned destination. The Challenger will be notified of any such decision as soon as reasonably practicable. If the changes to the Expedition amount to a Major Change then the Challenger or Guardian must notify World Challenge as soon as possible in writing, if they wish to cancel the Agreement and in such a case they will have the rights set out in clause 6.3.

6.3 Subject to clause 6.4, where World Challenge cancels the Program and terminates this Agreement for any reason other than the Challenger's or Guardian's fault or the Challenger's failure to satisfy the eligibility criteria set out in clause 3.7, or where the Challenger elects to cancel his or her participation in the Program and terminate this Agreement rather than accept a Major Change or as a result of the withdrawal of consent pursuant to item 5 of Schedule 1, the Challenger is entitled to:

- (a) an alternate Expedition of at least equivalent value to (or in the case of a Major Change during an Expedition, to the unused portion of) the original Expedition, as reasonably determined by World Challenge (subject to availability); or
- (b) an alternate Expedition of lower value to (or in the case of a Major Change during an Expedition, to the unused portion of) the original Expedition, as reasonably determined by World Challenge (subject to availability) and a refund, in accordance with the Refund Schedule, of the difference in Price between the (in the case of a Major Change during an Expedition, the unused portion of) the original Expedition and the alternate Expedition; or
- (c) a refund of the sums paid under the Agreement in accordance with the Refund Schedule.

For the avoidance of doubt, the Challenger will only be entitled to a refund where, at the relevant time, the sums already paid under the Agreement to World Challenge exceed the sums, as a percentage of the Price, which World Challenge is entitled to under clause 6.1.

6.4 The parties acknowledge and agree that, notwithstanding any other provision of this Agreement, if World Challenge agrees to a Major Change (including a change in the Departure Date) at the request or demand of the School, the Challenger's entitlements in clause 6.3 will not apply. The Challenger and Guardian each hereby release World Challenge from any claim, suit, action or proceeding in the event of a Major Change occurring in such circumstances.

7. Conduct Rules

7.1 At all times during the Program, all decisions relating to the conduct of the Program will be made by World Challenge (or the Expedition Leader on World Challenge's behalf). The Challenger must at all times during the Program act in accordance with the Conduct Rules and all reasonable instructions given to the Challenger by World Challenge or the Expedition Leader whether directly or indirectly.

7.2 If World Challenge or the Expedition Leader is of the opinion that the Challenger has materially breached the Conduct Rules at any time during the Program, World Challenge or the Expedition Leader may withdraw the Challenger from the Program (including during the Expedition itself), provided that World Challenge exercises its discretion reasonably in this regard. The Challenger shall pay to World Challenge any costs, losses or expenses which World Challenge incurs or suffers as a result of the Challenger's breach of the Conduct Rules, including costs of return to home nation. If a Challenger is withdrawn from the Program pursuant to this clause 7.2, the Refund Schedule will apply.

8. Liability, release and indemnity

8.1 To the maximum extent permitted by law, and except to the extent that this Agreement expressly provides otherwise, in no event will World Challenge be liable for any direct, punitive, incidental, special, indirect or consequential

- damages whatsoever (including any loss of profits, loss of business, loss of use, loss of goodwill, loss of opportunity, damage to reputation or any other losses that are special, indirect or consequential) arising out of or in any way connected to any act or omission of the Challenger, Guardian, another challenger in the Expedition team, any other third party, Force Majeure or any other factor or person beyond the reasonable control of World Challenge.
- 8.2 To the maximum extent permitted by law, the Challenger and Guardian release World Challenge from any claim, suit, action or proceeding in respect of the removal of the Challenger from the Program in accordance with this Agreement (including, for the avoidance of doubt, pursuant to clauses 3.7, 5.5, 7.2, 9.1, 9.6 and 9.10).
- 8.3 To the maximum extent permitted by law, the Challenger and the Guardian release World Challenge from any claim, suit action or proceedings that the Challenger and/or Guardian have or may have had but for this release arising from or in connection with the Challenger's participation in the Program.
- 8.4 To the maximum extent permitted by law, and subject to the limitations of liability set out in this clause 8 and without limiting any non-excludable rights the Challenger or Guardian may have under the *Consumer Guarantees Act 1986 and/or Fair Trading Act 1986*, World Challenge's liability to the Challenger and the Guardian for any loss or damage which he or she may suffer (other than personal injury resulting from the non-performance or improper performance of the services involved with the Program) is limited to three times the Price.
- 8.5 Carriers (the providers of transport used by World Challenge) impose their own conditions of carriage which, together with the provisions of certain international conventions, shall form part of this Agreement and generally limit the liability of carriers. A copy of the conventions and conditions of carriage applicable to the Challenger's Program is available on request from World Challenge.
- 8.6 The Challenger must report to World Challenge at the earliest opportunity any problem with the Program that he or she perceives so that World Challenge can try to remedy any problem. World Challenge will not be responsible for any complaint not reported by the Challenger to World Challenge as soon as reasonably practicable.
- 8.7 The Challenger and Guardian, jointly and severally, indemnify and hold harmless World Challenge in respect of any Liability of World Challenge arising in connection with any:
- breach of any warranty or representation given under this Agreement;
 - failure to provide or procure any thing as required by this Agreement;
 - provision of inaccurate or incomplete information to World Challenge or another party relevant to the Expedition pursuant to, or in connection with, this Agreement;
 - failure to comply with any relevant law or regulation; or
 - other breach of this Agreement (including, for the avoidance of doubt, any breach of clauses 2.2, 3.3, 3.7, 5.1, 6.2, 7.1, 8.6, 9, 10, 12.3 and 13.1).
- 9. Health and Safety**
- 9.1 It is the responsibility of the Guardian and Challenger to ensure that the Challenger is medically and physically fit and able to participate in all aspects of the Program. World Challenge and the School reserve the right to withdraw a Challenger from the Program if, in World Challenge's or the School's reasonable opinion (as applicable), it considers the Challenger is not medically or physically fit and able to participate in all aspects of the Program. In exercising its discretion under this clause 9.1, World Challenge or the School (as applicable) will have regard to the challenges and purposes of the Program, any Medical Clearance obtained in accordance with clause 9.6, and any fitness test reasonably required by World Challenge or the School to be undertaken by the Challenger. If a Challenger is withdrawn from the Program pursuant to this clause 9.1, the Refund Schedule will apply.
- 9.2 The Guardian and Challenger jointly and severally represent and warrant to World Challenge that each of them is satisfied that:
- the Challenger is in good health and medically and physically fit and able to complete the Program without any risk or danger to the health or safety of the Challenger or any other person participating in the Program, including other challengers and World Challenge personnel; and
 - neither the Challenger nor Guardian is aware of any reason why the Challenger may be particularly unsuited to taking part in the Program or may be likely to suffer illness or injury during the Expedition,
- taking into account the challenges and purposes of the Expedition.
- 9.3 The parties hereby acknowledge and agree that World Challenge is entitled to rely on the representations and warranties given pursuant to clause 9.2.
- Personal details provided about the Challenger, including Medical Information**
- 9.4 World Challenge relies on the medical information provided by the Challenger and/or Guardian including details of any mobility impairment, illness or disability or the treatment the Challenger may be undergoing for any physical or medical condition. The Challenger and the Guardian must ensure that such information is accurate, complete and up to date to help ensure the wellbeing and safety of participants during the Program. The Challenger or Guardian confirms that he or she completed the Application Form fully and accurately and will inform World Challenge as soon as possible if medical information changes. This is particularly important prior to the Training Expedition, the World Challenge Events (if applicable) and the Expedition.
- 9.5 The Challenger and Guardian each acknowledge and agree that World Challenge shall not be responsible or liable for any loss or damage (including consequential loss or damage) suffered or contributed to by any act or omission arising out of any omission, inaccuracy or incompleteness in the medical information the Challenger and/or Guardian has provided to World Challenge to date.
- Pre-existing Medical Conditions**
- 9.6 The Challenger and Guardian each acknowledge that if the Challenger has any pre-existing medical condition (including any allergy, illness, mental or emotional condition or physical impairment), and/or World Challenge requests the Challenger to obtain a Medical Clearance for any pre-existing medical condition, it is the Challenger's responsibility to obtain and provide to World Challenge a Medical Clearance within 30 days of this Agreement, and a further Medical Clearance within 4 to 6 weeks prior to the Departure Date (in the latter case to ensure the Challenger is covered by World Challenge's medical insurance whilst on Expedition, subject to and in accordance with the PDS). Subject to clause 9.7, if the Challenger does not provide World Challenge with the required Medical Clearance documentation in accordance with this clause 9.6, World Challenge reserves the right to withdraw a Challenger from the Program and the Challenger and Guardian will not be entitled to a refund of any amounts then paid.
- 9.7 The Challenger may withdraw from the Program due to a pre-existing medical condition not being given Medical Clearance within 30 days of this Agreement. If the Challenger or Guardian provides World Challenge with clear evidence that is satisfactory to World Challenge of that occurrence, the Challenger or Guardian will be entitled to a refund of the first instalment of the Price that has been paid by the Challenger or Guardian, less an NZD\$30 administration fee.
- 9.8 The Challenger and Guardian each acknowledge that whilst on Expedition, it is the Challenger's responsibility to avoid any activity, environment, object or substance that may have an adverse effect on the Challenger's health or well-being. If the Challenger and/or Guardian fail(s) to comply with the Medical Clearance procedure or other risk mitigation provisions of this clause 9.8, World Challenge reserves the right to withdraw a Challenger from the Program in accordance with clause 9.1. If a Challenger is withdrawn from the Program pursuant to this clause 9.8, the Refund Schedule will apply.
- 9.9 Except as disclosed in writing to World Challenge, the Challenger or Guardian each represent and warrant that they are not aware of any reason why the Challenger may have difficulty entering, or be denied entry to, any of the countries covered by the Expedition.

9.10 If the information given by the Challenger or Guardian on the Application Form or under this clause 9 is incorrect or incomplete and the correct or complete information would have likely had an adverse effect on World Challenge's appraisal of the Challenger's suitability to take part in the Program (whether for health, safety or other reasons), World Challenge may terminate the Agreement and withdraw the Challenger from the Program at the expense of the Challenger and Guardian. In this event the Challenger or Guardian will not be entitled a refund as set out in clause 6.1.

Personal Medication including Ventolin and Epipens

9.11 Although all Expedition Leaders are first-aid trained and all groups will be equipped with a first-aid kit, the Challenger and Guardian acknowledge that Expedition Leaders may not carry with them ventolin/asthma medication, Epipens for allergies or any other personal medication that the Challenger requires. The Challenger or Guardian has checked and fully understands all of the personal medication requirements of the Challenger and will ensure that the Challenger is equipped with the appropriate medication (as well as back-up medication in the event the original is lost or damaged) and is fully informed and trained in its use for the duration of the Training Expedition and/or the World Challenge Events (if applicable), and the Expedition itself. The Guardian and Challenger further acknowledge that it is the Challenger's responsibility to self-administer any personal medication if required as well as provide World Challenge with the details of the medication. In the event that the Challenger requires a personal Epipens, the Challenger or Guardian agrees that it is their responsibility to ensure the Challenger carries a minimum of three Epipens (or such other quantity as prescribed by the Challenger's doctor) for the duration of each of the Training Expedition, the World Challenge Events (if applicable) and the Expedition.

Consent for Provision of Medical Attention by World Challenge

9.12 Subject to clause 9.8, the Challenger or Guardian understands that World Challenge equips all teams with a comprehensive medical kit and that all World Challenge Expedition Leaders have undergone a first-aid training program. The Challenger or Guardian authorises the World Challenge Expedition Leader, the Expedition assistant and/or the School teacher in charge to:

- (c) consent to the Challenger receiving medical or surgical attention as deemed necessary by a World Challenge medical officer or a medical practitioner in the place of the Expedition;
- (d) administer such medical attention as they deem to be reasonably necessary;
- (e) dispense, as they deem necessary, non-prescription medication from the medical kit;
- (f) dispense prescription drugs, including Diamox (for high altitude Expeditions), under a standing order and supervision from our Australian medical officer or a local medical practitioner in the place of the Expedition;
- (g) dispense prescription drugs in the event that they cannot contact, or it is impractical to contact, World Challenge's medical officer or a local medical practitioner. These prescription and non prescription drugs may include drugs that are listed on the medical kit inventory list which can be provided upon request from World Challenge; and
- (h) obtain any medical attention deemed appropriate, including ambulances or other rescue transport, and agree on behalf of the Challenger or Guardian that the Challenger or Guardian will accept full financial responsibility for all medical and related expenses including transportation to the extent that it exceeds the level of insurance cover in respect of the Challenger for the Expedition, as set out in the PDS.

9.13 The Challenger or Guardian agrees that it is their responsibility to obtain appropriate travel medical advice and vaccinations for the Challenger. If the Challenger or Guardian decides that the Challenger requires any travel vaccinations or medication, it is their responsibility to ensure the Challenger is vaccinated and is also equipped for the duration of the Training Expedition and/or the World Challenge Events (if applicable), and the Expedition with the appropriate medication, which includes anti-malarial drugs. World

Challenge recommends that Challenger or Guardian obtain, as a minimum, advice from the travel medicine and vaccination centre - www.traveldoctor.co.nz

10. Documents and compliance

- (a) The Challenger or Guardian is responsible for obtaining, and ensuring that the Challenger has available, in a timely manner all necessary documents (including passport and visas) enabling the Challenger to participate in the Expedition and shall comply with all local legislation and regulations of the countries in which the Expedition takes place (including immigration, customs and currency exchange). The Challenger or Guardian must pay World Challenge for any loss or expense which World Challenge may incur or suffer as a result of breach of this clause 10a by the Challenger or Guardian.
- (b) Twelve months prior to the Departure Date the Challenger or Guardian must furnish World Challenge with a copy of the photo page of the Challenger's passport or birth certificate for the purpose of booking flights. If a passport or birth certificate are not received by World Challenge 12 months prior to departure, World Challenge may choose to not book flights for the challenger with the remainder of the team. At the point these documents are received World Challenge will endeavour to book flights but this cannot be guaranteed. The Challenger or Guardian must pay World Challenge for any loss or expense which World Challenge may incur or suffer as a result of breach of this clause 10 by the Challenger or Guardian.

11. Insurance

World Challenge's policy is to hold insurance cover in respect of, among other things, costs associated with casualty evacuation and emergency medical requirements arising during the Expedition ("**Existing Insurance**"). The period of cover under the Existing Insurance is limited to the level specified in the PDF for the Existing Insurance ("**PDS**"). The Existing Insurance is provided subject to, and in accordance with, the PDS, and does not extend to, without limitation, the period prior to departure on the Expedition, the Challengers' personal belongings or any pre-existing medical condition. It is the responsibility of the Challenger or Guardian to ensure that satisfactory arrangements are in place for the insurance of the period prior to departure on the Expedition, any personal belongings, any pre-existing medical condition and other risks not covered by the Existing Insurance. World Challenge provides its customers with a choice of whether or not to utilise the Existing Insurance. It is the Challenger's or Guardian's responsibility to notify World Challenge in writing if they wish to decline the use of the Existing Insurance, otherwise the Existing Insurance will be provided by World Challenge's insurer, subject to, and in accordance with, the PDS, at no additional charge. Details of the PDS can be provided to the Challenger and Guardian on request.

12. Additional information about the Expedition

- 12.1 All meals will be provided from the point of departure in the home nation of the Expedition until the point of arrival back in the home nation at the end of the Expedition.
- 12.2 Except where otherwise advised in relation to a pre-planned Expedition, during the Program, the Challenger will work with World Challenge staff, the Expedition Leader and other Challengers in his/her team to help plan the Expedition. As a result of the nature of and the length of time required in planning all World Challenge Expeditions, World Challenge is not in a position at the time of contract to confirm the operators, aircraft flight number, exact Departure Date, airports or Itinerary.
- 12.3 The Challenger or Guardian must organise transport for the Challenger to return home from the airport upon completion of the Expedition. Upon arrival at the airport in the home nation at the end of the Expedition, the Expedition Leader(s) will provide reasonable assistance to Challenger when clearing the New Zealand customs and quarantine processes. The Challenger or Guardian acknowledges and agrees that upon exiting customs at the home destination airport, World Challenge no longer has responsibility for the Challenger.

13. Additional information about the Training Expedition and the World Challenge Events (if applicable)

- 13.1 The Challenger must make their own way to and from the location for the Training Expedition and/or the World Challenge Events (if applicable). The Guardian and the Challenger acknowledge that it is not World Challenge's responsibility to transport the Challenger to or from the Training Expedition and or the World Challenge Events (if applicable) and no duty of care exists between World Challenge or the Challenger in respect of such transport.
- 13.2 The Challenger or Guardian acknowledge and agree that during the Training Expedition and the World Challenge Events (if applicable) the Challenger may be transported in a privately owned vehicle driven by an appropriately licensed World Challenge staff member or School staff member.
- 13.3 The Challenger or Guardian acknowledges that World Challenge does not provide accident cover for accidents occurring whilst on the Training Expedition or whilst participating in the World Challenge Events (if applicable) in the home nation. Furthermore, the Challenger or Guardian is aware that personal ambulance cover is required to cover the cost of transportation in the event of a medical emergency.
- 14. General matters**
- 14.1 Either party may transfer the benefit of this Agreement to a third party provided that such third party satisfies the conditions applicable to the Program (including, in the case of a replacement for the Challenger, having had sufficient training under the Program to satisfy World Challenge) and reasonable notice is given to the other party of this transfer in advance of the Departure Date.
- 14.2 World Challenge may sub-contract any of its obligations under this Agreement provided that the rights of the Challenger or Guardian are not adversely affected as a result.
- 14.3 If any provision of this Agreement is found by any court or other competent authority to be wholly or partly unfair or unenforceable, the relevant provision(s) shall be severed and the validity of the rest of the Agreement and the rest of the relevant provision shall not be affected and shall remain valid and enforceable to the extent permitted by law.
- 14.4 World Challenge reserves the right to amend this Agreement by prior notice to the Challenger or Guardian where the relevant amendment may adversely affect the Challenger or Guardian. If the proposed amendment is not likely to adversely affect the Challenger or Guardian, World Challenge will notify the Challenger or Guardian as soon as reasonably practicable of any such amendment.
- 14.5 The information brochure is prepared many months before the commencement of the Program and although every effort is made to ensure accuracy, it is inevitable that some of the prices or details may have changed since the brochure was printed. World Challenge will inform the Challenger or Guardian of any changes that it becomes aware of.
- 14.6 The words "**including**" and "**include(s)**" are not words of limitation.
- 14.7 This Agreement is governed by the law of the New Zealand.