

# Booking conditions

## 1. INTERPRETATION

- 1.1 **"World Challenge"** means World Challenge Expeditions, Inc. and its affiliates, owners, officers, agents, and employees.
- 1.2 **"Agreed Point of Departure"** means the airport, unless otherwise stated, which the Expedition shall depart from, as notified by World Challenge to the Customer.
- 1.3 **"Challenger"** means the person who is participating in the World Challenge Program and/or Expedition pursuant to this contract.
- 1.4 **"Comparable Expedition"** means an alternate Program or Expedition run by World Challenge including any Independent Expeditions if the required number of challengers is not met to run the original expedition. In all instances, World Challenge will strive to keep a Comparable Expedition to include the same continent as the original expedition and be within seven days of the original departure date and duration. The new expedition fee will apply and be of equal or lesser value than the original expedition.
- 1.5 **"Conditions"** means the information and terms and conditions contained in this document.
- 1.6 **"Contract"** has the meaning given at clause 2.1.
- 1.7 **"Customer"** means the Challenger and the parent or legal guardian of the Challenger who signs the application form, or where no parent or legal guardian signs (if the Challenger is eighteen years of age or older), "Customer" shall mean the Challenger.
- 1.8 **"Departure Date"** means the date the Challenger departs from the Agreed Point of Departure at the start of the Expedition.
- 1.9 **"Expedition"** means the expedition referred to within this brochure/flier/invoice/website/confirmation which is organized by World Challenge for the Customer and includes any Training Courses or Training Workshops for such Expedition and any substitute expedition or placement offered under section 7. "Expedition" expressly does not include personal travel during or after the Expedition or any activity which is organized by the Customer at the Customer's expense and not organized or provided by World Challenge or any activity which is not directly monitored and supervised by World Challenge, including, but not limited to, any planning, training or other preparation such as fund raising activities and organizational meetings conducted outside the presence of World Challenge personnel.
- 1.10 **"Expedition Leader"** means the person or persons appointed by World Challenge to lead the Expedition.
- 1.11 **"Force Majeure"** means unusual and unforeseeable circumstances beyond the control of World Challenge, the consequences of which could not have been avoided even if all due care had been exercised, including, but not limited to, events such as war or threat of war, riot, civil strife, industrial dispute, unavoidable technical problems with transport, closure or congestion at airports, terrorist activity, natural or nuclear disaster, outbreak of disease or imposition of quarantine, fire and adverse weather conditions.
- 1.12 **"Group"** means the Challengers and accompanying adults participating in the Program and Expedition.
- 1.13 **"Group Company"** means World Challenge, any company of which it is a subsidiary (its holding company) and any other subsidiary of such holding company; and each company in a group is a member of the group.
- 1.14 **"Independents Program/Expedition"** means a Program or Expedition organized by World Challenge in which the Customer participates and is not associated with a specific School or Teacher. This automatically applies in the event that a School group does not have enough participants to meet the minimum team size for Expedition as determined by World Challenge.
- 1.15 **"Parent"** means the Challenger's parent or legal guardian.
- 1.16 **"Price"** means the amount payable by the Customer to World Challenge for the Program and/or Expedition, as previously notified by World Challenge to the Customer.
- 1.17 **"Program"** means the skills development program provided by World Challenge, including planning, preparation, training, money management advice, and, ultimately, participation in an Expedition overseas. "Program" expressly excludes any activity which is not directly monitored and supervised by World Challenge, including, but not limited to any planning, training or other preparation such as fund raising activities and organizational meetings conducted outside the presence of World Challenge personnel.
- 1.18 **"School"** means the school or organization which has commissioned World Challenge to plan and undertake the Program and Expedition.

## 2. ACCEPTANCE

- 2.1 The confirmation by World Challenge of acceptance of the Challenger's application form and/or the payment of the first installment by the Challenger (or Parent on behalf of the Challenger if the Challenger is under 18) creates a contractual relationship between the Challenger (and the Parent on behalf of the Challenger if the Challenger is under 18) and World Challenge, which contractual relationship shall be governed by the Conditions herein (this "Contract").
- 2.2 The Customer confirms that the application form has been completed fully and accurately and will inform World Challenge in writing as soon as possible, and at the latest ninety (90) days before the Departure Date, if any of the details provided on the application form have changed. It is the Customer's responsibility to ensure Challenger names submitted to World Challenge and appearing on travel documents exactly match the Challenger's passport. Any fees or penalties resulting from names on passport differing from those on airline tickets will be assumed by the Customer.
- 2.3 World Challenge intends the terms set out in these Booking Conditions (the 'Conditions') to be an integral part of the Contract. World Challenge urges the Customer to read these Conditions carefully and inform World Challenge at the earliest opportunity in writing if the Customer does not understand or agree with anything in these Conditions.

## 3. EXPEDITION

- 3.1 World Challenge will plan and organize the logistics of the Expedition and will provide one or more Expedition Leader(s) (as appropriate) to assist the Group during the Expedition.

## 4. PRICE

- 4.1 The Price quoted by World Challenge covers the cost of planning, organizing and carrying out the Program and Expedition.
- 4.2 The Price includes the cost of all specialist equipment, supplies, administration and travel (between the Agreed Point of Departure and the destination country, and within and between countries when overseas if part of the Expedition) except the following, for which the Customer is responsible:
- 4.2.1 transportation costs and expenses for Program events including training workshops and/or training courses
  - 4.2.2 inoculation fees, costs of travel to the Agreed Point of Departure, cost of passports, visas and related charges where applicable, rest and relaxation activities unless otherwise stated; and
  - 4.2.3 costs of the Challenger's own prescribed medical requirements and personal equipment, clothing, insurance for personal belongings and personal spending money.
- 4.3 World Challenge may increase or decrease the Price at any time up to thirty (30) days before the Departure Date where there has been a change in transportation costs or where any government changes or introduces any tax, duty or levy which directly affects transport costs incurred by World Challenge on behalf of the Customer, including disembarkation and airport fees. World Challenge will bear the burden of any change to the Price up to the value of two percent (2%) of the original Price. Changes in excess of 2% may be charged or credited to the Customer. Where the Price changes substantially, the Customer has the rights as set out in clause 7.5.
- 4.4 Challenger will be required to pay for any phone calls or incidental personal expenses that he/she incurs at hotels, as well as for any damage he/she causes to hotel rooms, buses, ferries, trains or cruise ships. Challenger will indemnify World Challenge and hold it harmless for any financial liability or obligation which Challenger personally incurs, or injury or damage to the person or property of others which Challenger causes or contributes to, while participating in the Expedition or Program.

## 5. PAYMENT

- 5.1 The Customer agrees to pay World Challenge the Price. Payments are due at World Challenge by the due date specified by World Challenge and not by postmark date. Where the Customer elects to pay the Price to World Challenge by installments, the following clauses 5.1.1 to 5.1.3 shall apply:
- 5.1.1 the first installment is non-refundable and payable at the time of application for a place on the Program in the amount specified by World Challenge.
  - 5.1.2 the remaining installments, including the final balance, are due on the dates and in such amounts as are specified by World Challenge.
  - 5.1.3 the total Price must be paid in full no later than ninety (90) days before the Departure Date or upon World Challenge offering the Challenger a place on an Expedition, whichever is later.
- 5.2 A surcharge may apply to any payment made by credit card. A late fee of \$25 may be assessed to any Customer account who fails to pay any installment, including final balance, by the dates specified by World Challenge.
- 5.3 In addition to any late fee, a \$25 service fee will be assessed to any Customer account for a returned payment including bounced or cancelled checks.
- 5.4 In addition to any other rights it may have, World Challenge may terminate this contract if any payment is made more than thirty (30) days after the due date.

## 6. CANCELLATION AND REFUNDS

- 6.1 For the avoidance of doubt, the Customer is unable to make adjustments to the Program (including without limitation the Expedition).
- 6.2 World Challenge starts to incur costs from the moment the booking is made. If the Customer withdraws from the Program or Expedition or cancels the Contract due to reasons which are the fault or willful decision of the Challenger or Parent, or for any other reason beyond the reasonable control of the Challenger or Parent (including, where the Expedition team is a School group and the Challenger is withdrawn from the Program by his or her School), then World Challenge's Standard Cancellation Policy will apply. The Customer's notice of cancellation or withdrawal must be made in writing to World Challenge and signed by the same persons that signed the application form. The amounts the Customer will be entitled to receive by way of refund from a Standard Cancellation as described above are as follows:

Time before Departure Date (Departure Month if Departure Date is not confirmed) written notice of withdrawal is received by World Challenge in accordance with clause 6.2	Percentage of Price payable by the Customer
More than 15 months	10%
15 months or less but more than 9 months	30%
9 months or less but more than 6 months	50%
6 months or less but more than 3 months	65%
3 months or less but more than 2 months	75%
2 months or less	100%

6.3 Trip Cancellation and Interruption Insurance: We have a strict cancellation policy. As such, we strongly advise that you purchase trip cancellation and interruption insurance to help protect against trip cancellations for any reason, including, but not limited to as coverage against and unforeseen emergency that may force the Challenger to cancel or leave a Program while it is in progress.

## 7. ALTERATIONS TO PROGRAM OR EXPEDITIONS

7.1 From time to time it may be necessary for World Challenge to make changes to the planned Program and/or Expedition after World Challenge has accepted the Customer's booking, whether for reasons of safety, due to Force Majeure or as a result of an insufficient number of Customers in the Group prior to the start of the Expedition, or otherwise. Most of these changes will be minor and World Challenge will notify these to the Customer as soon as reasonably practicable before the Departure Date.

7.2 The Customer accepts that World Challenge may have to change the Expedition content and/or the Price per Challenger in order to reflect the cost of World Challenge's fixed overheads which cannot be reduced in line with insufficient or reduced Group numbers. World Challenge reserves the right to make such changes, or other changes including merging the Customer's Expedition Group together with other Groups (in which case the Teacher of the group that does not have the required number of Challenger's to travel may no longer be travelling with the group) or transferring individuals from the Customer's group into the Independents Program without prior consultation with the Customer providing that any merge or transfer results in the Customer receiving a Comparable Expedition. The Customer will be notified in writing of any such decision as soon as reasonably practicable. In the event that a Comparable Expedition is of lesser current value than the original Expedition, the Customer would be entitled to a refund of the difference in current prices between the original Expedition and the Comparable Expedition.

7.3 If the Teacher cancels his/her participation in an expedition the following will apply:

7.3.1 If the team has the required number of Challengers to run the expedition, World Challenge will ask that they find a replacement Teacher. All Customers will be transferred to travelling with the replacement Teacher. If a replacement Teacher is not found, World Challenge staff will be assigned to the team. Any Customers who do not wish to travel with the replacement Teacher or World Challenge staff will be subject to the terms outlined under clause 6.2.

7.3.2 If the team does not have the required number of Challengers to run the expedition, then all Customers will be placed on a Comparable Expedition. Any Customers who do not wish to travel on the Comparable Expedition will be subject to the terms outlined under clause 6.2.

7.4 If the Customer elects to cancel the Contract rather than accept a Comparable Expedition the Customer's withdrawal will be subject to the terms outlined under clause 6.2.

7.5 In the event that World Challenge cancels the Contract because World Challenge is not able to organize a Comparable Expedition (other than for reasons initiated by Customer), World Challenge will notify the Customer in writing as soon as possible, and provided the Customer responds in writing within 15 days, the Customer is entitled to:

- 7.5.1 a substitute Expedition of at least equivalent value (subject to availability); or
- 7.5.2 a substitute Expedition of lower value (subject to availability) and a refund of the difference in current prices between the original and the substitute Expedition; or
- 7.5.3 a refund of the sums paid under the Contract which relate to those aspects of the Program and/or Expedition which have not been received by the Challenger.

## 8. EXCLUSION AND WITHDRAWAL

8.1 While an Expedition is in progress, all decisions shall be made by World Challenge (or the Expedition Leader on World Challenge's behalf). The Challenger shall act in accordance with all reasonable instructions from World Challenge and/or the Expedition Leader.

8.2 World Challenge or the Expedition Leader may withdraw the Challenger from the Program or Expedition at any time (including during the Expedition itself) without liability to World Challenge of any nature whatsoever if World Challenge or the Expedition Leader is of the opinion that the Challenger's presence does or is likely to prejudice the good order, discipline or safety of the Expedition or Program, including, but not limited as a result of the Challenger failing to comply with all of World Challenge's regulations and the directions of his/her Expedition leader or other World Challenge personnel during the Expedition, or breaking any law or regulation of any country or establishment where the Expedition takes place (including those concerning drugs and alcohol). In such event, the Customer shall not be entitled to any refund but shall indemnify World Challenge against any loss or expense World Challenge may incur or suffer as a result of the Challenger's behavior described in this clause 8.2.

8.3 If, after the Departure Date, World Challenge is unable to provide a significant proportion of the services agreed to be provided under the Contract, World Challenge will do its best to make suitable alternative arrangements. If World Challenge cannot do so or the Challenger refuses to accept such arrangements for good reason World Challenge will transport the Challenger to the point of departure as soon as it reasonably can.

## 9. LIABILITY

9.1 The Challenger's booking is accepted by World Challenge on the understanding that the Customer understands and acknowledges that the Challenger's travel in connection with and participation in the Expedition arranged by World Challenge may involve risk and potential exposure to injury and possibly death. The Customer also hereby realizes and acknowledges that risk and dangers may be caused by the negligence of the owners, directors, employees, contractors, officers or agents of World Challenge or the negligence or participation of other participants or contractors to World Challenge. The Customer also recognizes and acknowledges that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. The Customer fully understands and acknowledges that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during the Expedition.

9.2 In recognition of the inherent risk of the travels and related activities in which the Challenger is intending to engage, the Customer confirms that the Challenger is physically and mentally capable of participating in the activity, that the Challenger is willingly and knowingly electing to participate in the Expedition in spite of the potential risk of danger, and the Customer willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by the Challenger or caused by the Challenger, whether caused in whole or in part by the negligence of the owners, directors, agents, officers, employees, contractors or subcontractors of World Challenge.

9.3 In consideration of the Expedition provided by World Challenge, the Customer, for itself and for its heirs, personal representatives or assigns, does hereby release, waive, discharge, hold harmless and agree to indemnify World Challenge, and its owners, officers, directors, agents, contractors, employees, and the school and school district associated with the Expedition from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during the Expedition and any activities conducted in conjunction therewith. THE CUSTOMER SPECIFICALLY UNDERSTANDS AND AGREES THAT IT IS RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT CUSTOMER MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OF World Challenge.

9.4 Subject to clauses 9.1 to 9.3 above, World Challenge's total liability (which includes the liability of its employees and agents) to the Customer (and Challenger) arising out of or in connection with the Expedition or this Contract shall be limited to the total Price paid for the Expedition.

9.5 In connection with any action or legal proceeding arising out of this agreement, the Customer hereby specifically and knowingly waives any rights that Customer might have to demand a jury trial.

9.6 Regardless of the situation or circumstances giving rise to a claim, World Challenge shall not be liable for any punitive, exemplary, indirect or consequential costs, damages or losses however they may arise, and Customer hereby waives any right to seek consequential, punitive or exemplary damages against World Challenge for any reason whatsoever.

9.7 World Challenge and its affiliates, owners, officers, agents, employees, and contractors purchase transportation, hotel accommodations, restaurant services and other services from various independent suppliers ("Carriers") that are not subject to its control. These Carriers impose their own conditions of carriage which, together with the provisions of certain international conventions, shall form part of this Contract 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.

9.8 World Challenge shall not be held liable for any act, default, injury (including death), loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to: (a) by the act, neglect or default of World Challenge, or of any persons for whose acts it would otherwise be responsible, or (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. In addition, World Challenge cannot be liable for delays in departure or interruption of your vacation arrangements caused by weather conditions, technical problems of any aircraft, vessel, automotive vehicle or other equipment or instrumentality, strikes, war, terrorist activity, civil commotion or any causes beyond the control of World Challenge. In no event will World Challenge be responsible for incidental, consequential or special damage or loss suffered by any person. World Challenge's maximum liability, for any reason whatsoever, will be limited to the amount paid to World Challenge for its services. In issuing tickets and coupons for transportation of the purchaser by any means and making arrangements for hotel or other accommodation, World Challenge is not acting as principal but only as agent for the companies, corporations or persons providing or offering the means of transportation and accommodation. To the extent World Challenge shall not be acting as an agent, as stated above, it shall be deemed to be acting as an agent of the purchasers in arranging or booking transportation and accommodation.

9.9 While World Challenge makes every effort to ensure that the Expedition is safeguarded from terrorism by relying upon the best available advice at that time due to the unpredictable nature of global terrorism, World Challenge can make no guarantees. By signing up to the Conditions, the Customer acknowledges that the Group will travel at their own risk and confirms that the Customer has made its own enquiries as it deems necessary. World Challenge expressly excludes all liability (both direct and indirect) for any losses or damages whatsoever that the Group may suffer or incur as a result of, or in connection with, an act of terrorism.

## 10. HEALTH

- 10.1 The Challenger (or, if the Challenger is eighteen years of age or younger, then, the Customer) hereby represents and warrants that the Challenger is in good health and that the Challenger (or, if the Challenger is eighteen years of age or younger, then, the Customer) is not aware of any reason why the Challenger may be particularly unsuited to taking part in the Expedition or may be likely to suffer illness or injury during the Expedition, taking into account the challenges and purposes of the Expedition.
- 10.2 The Customer confirms that he or she completed the application form fully and accurately and will inform World Challenge in writing as soon as possible, and at the latest ninety (90) days before the Departure Date, if any relevant circumstances change before the Departure Date. In particular if the Challenger has any pre-existing or existing medical condition, illness or disability or is undergoing any medical treatment, World Challenge must be given full particulars at the earliest opportunity or at the latest ninety (90) days or more prior to the Departure Date. If it is later discovered that a pre-existing condition was not declared within the specified time, World Challenge reserves the right on grounds of the Challenger's safety, to withdraw the Challenger from the Program or the Expedition. In such circumstances the Price payable by the Customer shall be calculated in accordance with the table set out in clause 6.2 by reference to the date on which the Challenger is withdrawn by World Challenge.
- 10.3 In order to assess the Challenger's suitability for the Expedition or in processing any insurance claim, World Challenge may require information from the Challenger's doctor. Where there is a charge for the provision of the information this will be at the Customer's expense.
- 10.4 Except as disclosed in writing to World Challenge, the Customer is not aware of any reason why the Challenger may have difficulty entering any of the countries covered by the Expedition.
- 10.5 All Challengers must take all necessary inoculations or medication within the requisite period before the departure and during the Expedition (as appropriate) and should take advice from their Doctor as to which inoculations or medication are necessary and/or advisable for the Expedition itinerary. World Challenge reserves the right to inspect any Challenger's vaccination book at any time and to cancel any application in the event that the Challenger in question has not received all the requisite inoculations or medication.
- 10.6 If the information given by the Customer on the application form or under this clause 10 is incorrect or inadequate and World Challenge discovers that the correct information affects the Challenger's suitability to take part in the Expedition, World Challenge may terminate the Contract and withdraw the Challenger from the Expedition at the expense of the Customer, provided that World Challenge exercises its discretion reasonably in this regard. In this event, the Customer shall be entitled to a refund as set out in the table in clause 6.2 above.

## 11. DOCUMENTS AND COMPLIANCE

- 11.1 The Customer is responsible for obtaining and making available the necessary documents (including but not limited to full, current and valid passport and visas for all periods, countries and territories within the Expedition) to enable the Challenger to participate in the Expedition, and the Challenger shall comply with all local legislation and regulations of the country or place in which the Expedition takes place (including immigration, customs and currency exchange). The Customer shall pay World Challenge for any loss or expense which World Challenge may incur or suffer as a result of a breach of this clause 11.1.
- 11.2 The Customer is responsible for obtaining the consent of the Challenger's parents or legal guardians to the Challenger's participation in the Expedition if the Challenger is under the age of eighteen (18) at the time of making this booking. The adult members of the Group shall have access to emergency contact information and next-of-kin details and shall have obtained parental/guardian consent for emergency medical treatment of Challengers under the age of 18 years in the event that a parent or guardian cannot be contacted in an emergency.

## 12. INSURANCE

- 12.1 World Challenge's policy is to hold insurance cover in respect of, among other things, all costs associated with medical evacuation and emergency medical requirements during the Expedition, legal cover, personal liability and cancellation and curtailment. A copy of World Challenge's insurance policy can be provided upon request.
- 12.2 The Customer should ensure that satisfactory arrangements are in place for the insurance of other aspects that are not covered by the World Challenge insurance policies such as any personal belongings and money and training courses.
- 12.3 It should be noted that a general principle of insurance is that pre-existing conditions are not covered. The Customer should assume that this is the case with all World Challenge policies unless specifically advised otherwise in writing by World Challenge.

## 13. ADDITIONAL INFORMATION ABOUT THE EXPEDITION

- 13.1 It may be part of the Program that both prior to and during the Expedition, the Challenger may work with World Challenge staff, the Expedition Leader and other Challengers in his/her team to plan the itinerary for 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 operator, aircraft flight number, exact Departure Date, airports, ferry-port or itinerary. These details will be planned by World Challenge as part of the Expedition.

## 14. DATA PROTECTION

- 14.1 The Customer and Challenger consent to World Challenge processing data relating to them for legal, administrative and management purposes and in particular to the processing of any

personal information relating to the Challenger including, as appropriate:

- 14.1.1 information about the Challenger's physical health or condition in order to monitor the Challenger's fitness for the Program and Expedition; and
- 14.1.2 information about the Challenger's special dietary requirements (if any).
- 14.2 World Challenge may make such information available to any Group Company, those who provide services to the Group Company, regulatory authorities, and governmental or quasi-governmental organizations.
- 14.3 The Customer and Challenger consent to the transfer of such information outside the US, including where the country or territory in question does not maintain adequate data protection standards.

## 15. PHOTOGRAPHS/COMMENTS

- 15.1 World Challenge advertising and publicity material may include images of, or statements made by a Customer or video clips or photographs submitted by a Customer. In connection with the foregoing, the Customer hereby confirms that:
- 15.1.1 it irrevocably grants permission to World Challenge, its Group Companies and licensees and assigns, to use such images, photographs video clips or statements throughout the world for any of their commercial or non-commercial purposes in any and all media, including, without limitation, in World Challenge's printed publications, presentations, promotional materials, in the advertising of World Challenge's goods or services or on World Challenge's website or social media;
- 15.1.2 it waives all moral rights in such images, photographs, video clips, or comments to which it may now or at any future time be entitled under the US Copyright Act as amended from time to time and under all similar legislation from time to time in force anywhere in the world.
- 15.1.3 it shall procure any necessary third party consents and/or waivers to give effect to this clause 15 and shall indemnify World Challenge and its Group Companies against any claims, losses, damages or costs arising from its failure to do so.

## 16. GENERAL MATTERS

- 16.1 Subject to clauses 16.2 and 16.3 either Party may transfer the benefit of the Contract to a third party provided that such third party satisfies the Conditions that apply to the Program or Expedition and agrees to be bound by these Conditions (as the same are in force at the time of transfer) and reasonable written notice is given to the other Party of this transfer in advance of the Departure Date.
- 16.2 World Challenge reserves the right to refuse any transfer of the benefit of the Contract to a third party where it is deemed (in the sole opinion of World Challenge) prejudicial to the safe and efficient conduct of the Expedition and/or where the new proposed Challenger is not (in the sole opinion of World Challenge) a fit and proper person for participation in the Expedition. In such event, World Challenge's normal cancellation charges will be applied pursuant to clause 6.2 of these Conditions.
- 16.3 World Challenge may sub-contract any of its obligations under this Contract provided that the rights of the Customer are not adversely affected as a result.
- 16.4 Any controversy or claim arising out of or relating to the Expedition, this Contract, or the performance there under, including without limitation any claim related to bodily injury, property damage or death, shall be settled by binding arbitration in Atlanta, Georgia, USA in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the liability release contained in this document.
- 16.5 If any of these Conditions are found by any court or other competent authority to be wholly or partly unfair or unenforceable the validity of the rest of the Conditions and the rest of the Condition in question shall not be affected and shall remain valid and enforceable to the extent permitted by law.
- 16.6 The Customer confirms that it has the authority to enter into the Contract and that the individual who signs the booking form is duly authorized on behalf of the Customer to do so.
- 16.7 Any failure by either party at any time, or from time to time, to enforce or to require the strict keeping and performance of any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions and shall not affect or impair such terms and conditions in any way or the right of such party at any time to avail itself of such remedies as it has for the breach or breaches of such terms and conditions.
- 16.8 Except as otherwise expressly provided to the contrary, the rights herein granted and this Contract are for the benefit of the parties hereto. The Conditions shall be exclusive of any advertising, marketing or other sales literature or activities of World Challenge and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with this Contract.
- 16.9 World Challenge reserves the right to amend these Conditions without the prior approval of the Customer due to Force Majeure. World Challenge will notify the Customer as soon as reasonably practicable of any such amendment.
- 16.10 This Contract shall be governed in all respects by the laws of the State of Delaware.