

Participant Terms and Conditions

Key points:

You enter into a booking with us when we issue our confirmation email. Should you cancel, any refund due depends upon the time before departure. See clause 4 for full information.

We can change and cancel your booking. We are responsible to you for providing your trip but there are legal limits. Please see clauses 6 and 7 for more information.

Whilst on the trip, you are covered by our insurance cover in respect of personal accident, evacuation and emergency medical requirements. Any undisclosed medical conditions will invalidate the insurance cover, so we request that full particulars of all medical conditions are declared upon application.

We strongly advise that to protect yourselves, as far as possible, against any funds lost due to cancellation, you take out adequate and valid cancellation insurance.

You will require your own insurance for personal belongings and personal money.

The payment of your first instalment and the acceptance of your signature to these Terms and Conditions (this "Agreement" or these "Terms and Conditions") by us creates a contractual relationship between the Company and you (individually and for and on behalf of the other individuals in your booking party and hereinafter collectively referred to as "you" or the "Traveller"). As such, the contractual relationship as to the trip booked by you is directly between you and the Company and is governed by these Terms and Conditions. Please read the following information carefully. For your booking to be completed, you must indicate your acceptance of this Agreement by completing and signing your application and returning it to the Company.

1. Our details

Your booking is with World Challenge Expeditions, Inc., a Delaware corporation with its offices at 8 Essex Center Drive, Peabody, MA 01960 ("we", "us", the "Company" or "our").

2. Your trip booking

- a. An application form must be completed which makes reference to these booking terms. Your application is used to capture personal and medical information and your payment options.
- b. The trip booking is made on the terms of these booking conditions. The person making the booking (the "lead name") must be 18 years old or over and when you make a booking you guarantee that you have the authority to accept and do accept on behalf of your child, your students or as a sole traveller (whichever applies) the terms of these booking conditions. A booking will exist as soon as we issue our confirmation email (the "Booking Confirmation").
- c. Where you are travelling as part of a school/college group we will liaise with the representatives from the school/college to coordinate group activities, meetings, training events in the build up to the trip. However you are still considered the customer and we will deal with you with regards all elements included in these terms.
- d. Where parents/legal guardians are booking on behalf of a traveller under 18 years old at the point of application, we will include both the parent and child in subsequent correspondence. We will continue to liaise with parents/legal guardians regardless of whether a traveller turns 18 years old after the booking has been confirmed and prior to the departure date.

- e. When you receive the Booking Confirmation please check the details carefully and inform us immediately if anything is incorrect. Names on travel documents must exactly match those in your passports. Unless we are responsible for the mistake, we will not accept liability if an airline or other supplier refuses boarding because the name(s) shown in your passport differ from those on your ticket. If there is an obvious error on the Confirmation email, we reserve the right to correct it as soon as we become aware of it but will do this within 7 days of issuing the Confirmation email. Travel documents will be available on our online customer portal known as 'My World Challenge'. We will email you (to the address given to us by the lead name at the time of booking) fitness, medical and other documentation not available online as and when required depending on your circumstances and type of trip.
- f. Trips are purchased on the basis of indicative itineraries and are subject to change. We may not be able to confirm some of our ground arrangements straight away (e.g. bespoke accommodation, tours etc. depending on the type of trip. This will have been advised to you at the time of booking. Where an 'Expedition' has been booked the final itinerary will be tailored by the travellers as part of the pre-departure preparation.
- g. For Expedition products technical activities including but not limited to: zip lining, cycling, paddlesports, snorkelling, scuba diving, horse riding are sometimes optional and not included in the price and will require an additional local payment if chosen. Tourist taxes, resort fees or similar that are charged locally may be implemented or changed without prior warning. We do not accept responsibility for these costs, which must be paid by you and are not included within your trip price. Your personal safety is of paramount importance to us and therefore it is imperative that you declare on the application form any condition, medical or otherwise, that might affect your or other people's enjoyment of the trip. Anyone suffering or who has suffered from mobility impairment, disability, medical conditions, illness or undergoing/undergone treatment for any physical, psychological or medical condition(s) must declare the true nature of such condition at the time of applying and make arrangements for the provision of any medication or other treatment which may be required during the trip. Failure to make such disclosure or update us at any time of any relevant circumstances change, will constitute a breach of these conditions and could result in such persons being excluded from the trip in which case, without prejudice to any other rights or remedies of World Challenge the cancellation charges in clause 4 will apply. Please contact us by telephone at 877-333-1060 or email at info@wcexpeditions.com to discuss any such requirements.
- h. It is a condition of your booking that you and all members of your party provide certain information that may be sent to governmental authorities and border control and security agencies for the purpose of security and counter terrorism. This is known as Passenger Name Records (PNR) or Advanced Passenger Information, sometimes known as APIS. The information you must provide will include, but not be limited to, full name – as shown in your passport or travel document, gender, date of birth, travel document type, number, country of issue and expiry date, and for travel to the U.S., your country of residence and the address for your first night's stay. You must provide this information to World Challenge at least 10 months before departure.
- i. All prices we advertise are accurate at the date published, but we reserve the right to change any of those prices from time to time. In the unlikely event of an administrative error leading to an incorrect price being displayed, we reserve the right to correct it (including after a booking has been confirmed). Offers are not combinable unless expressly stated and may be withdrawn at any time. All quotations are provisional until confirmed in writing on your Booking Confirmation. Before you make a booking, we will give you the up-to-date price of your chosen trip including the cost of any supplements, upgrades or additional facilities which you have requested.

3. Price, Paying for Your Trip and Insurance



- a. You will be quoted a price for the full trip at the point of application, by the World Challenge representative who sold you the trip. Itineraries as part of our Expedition product range are tailored to requirements by the school and as such prices may vary.
- b. The Price quoted by us covers the cost of planning and operating the trip, any pre-departure training, specialist equipment, supplies, administration and travel (between the agreed point of departure and the destination country).
- c. The Price does not include inoculation fees, cost of travel to the agreed point of departure and cost of travel from the agreed point of return (including attending training events), passports, visas and related charges, activities (unless otherwise stated), the traveller's own prescribed medical requirements, personal equipment, clothing, personal spending money, additional insurance for personal belongings and personal spending money.
- d. Our trips are paid for in instalments as part of a payment plan chosen by you on the application form. Your first instalment is required on application. If you apply using the application form, the first payment must be by cheque. If you apply online, you can pay online or by cheque. We do not accept American Express.
- e. Each time you initiate a payment transaction by debit card or credit card, you authorize us, or your agent, to charge your credit/debit card or to initiate an automated clearing house (ACH) debit to your checking account at the specified financial institution for the specified amount on or after the scheduled date. You agree that submitting the payment constitutes an explicit authorization for us, or your agent, to complete the electronic charge/transfer. All other payment methods are due as specified to you by us.
- f. The balance remaining after all instalments have been made of the price of your travel arrangements must be paid no later than 60 (sixty) days before your departure date. If the balance is not paid in time, we shall cancel your travel arrangements and our cancellation terms will apply if the amount actually paid to us is less than that which we are entitled to retain, you shall promptly pay such shortfall to us.
- g. You may also be required to pay for any non-transferable and non-refundable items, such as special air fares, tickets or entry permits and any other applicable supplements due, at the time of booking and they may be non-refundable in the event of cancellation.
- h. You are covered by our insurance cover in respect of personal accident, evacuation and emergency medical requirements during the trip. Any undisclosed medical conditions will invalidate the individual's insurance cover. We request that full particulars of all medical conditions are given at the latest sixty days prior to the departure date.
- i. You will require your own insurance cover for personal belongings and personal money. We also strongly advise you take out adequate and valid cancellation insurance to protect you, as far as possible in the event that our cancellation terms apply.

4. If You Cancel Your Trip

You may cancel your travel arrangements at any time. Written notification from the lead name must be received at our offices. Since we incur costs in cancelling your travel arrangements, you will have to pay cancellation charges as follows (see also the exception below):

| Period before departure in which you notify us | Cancellation charge |
|---|----------------------------|
|---|----------------------------|

| | |
|---------------------|------------------------|
| More than 18 months | 0% of the trip price |
| More than 12 months | 10% of the trip price |
| More than 6 months | 35% of the trip price |
| More than 4 months | 50% of the trip price |
| More than 42 days | 60% of the trip price |
| Less than 42 days | 100% of the trip price |

Notes

(i) We strongly advise that to protect yourselves, as far as possible, against the cancellation charges detailed above, you take out adequate and valid trip cancellation insurance.

(ii) the cancellation charge is a percentage of the total quoted price of the trip. It is not the percentage of the amount you have paid so far.

(iii) For the avoidance of doubt any cancellation will be subject to the terms above, it is your responsibility to, if/wherever possible, claim such funds back under your relevant policy of insurance.

You can cancel your booking without paying cancellation charges if the performance of your package, or the carriage of passengers to your destination, is significantly affected by unavoidable and extraordinary circumstances. In such circumstances, we will arrange for your booking to be terminated and for you to receive a full refund.

For the purposes of these terms and conditions “unavoidable and extraordinary circumstances” include but are not limited to: war, threat of war, airport closures, airspace closures (as well as other air traffic management decisions which may give rise to long or overnight delays or cancellations of one or more flights), the inability of airline(s) to operate flights (including the loss or restriction of air traffic or transit rights or the right of airline(s) to enter any airspace), epidemic, significant risks to human health such as the outbreak of a serious disease at the travel destination, natural or nuclear disaster, serious security problems such as terrorist activity, civil unrest or events arising out of political instability, industrial dispute or strikes, bad weather (actual or threatened).

5. If You Change Your Booking

If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes, but it may not always be possible and will depend on the specific product type and itinerary chosen.

6. If we cancel your booking

We reserve the right to cancel your booking. We will not cancel less than 4 weeks before your departure date, except for unavoidable and extraordinary circumstances (as defined in clause 4), or failure by you to pay the final balance, or because the minimum number required for the trip to go ahead hasn't been reached. The minimum number is specific to each trip and depends on various factors. We will always endeavour to merge a group less than the minimum number, with another group where possible. Where there is a school involved in the trip this may not be possible due to supervisory considerations and school policies. In the event that we cancel the trip due to the minimum number not being reached you shall receive a full refund of monies paid.

If a merge is possible, we would view this as an insignificant change as outlined in 7(b) 'Changes other than the price'.

In the event a refund is paid to you, we will pay compensation as detailed below except where the cancellation is due to unavoidable and extraordinary circumstances (as defined in clause 4).

| Period before departure in which we notify you | Amount you will receive from us |
|--|---------------------------------|
| More than 18 months | £ 0 |
| More than 12 months | £5 |
| More than 6 months | £10 |
| More than 4 months | £15 |
| More than 42 days | £20 |
| Less than 42 days | £25 |

This table does not preclude you claiming more if you are legally entitled to do so

7. If we change your booking

(a) Changes to the price

We can change your trip price after you've booked, only in certain circumstances:

Changes in [the price of the carriage of passengers resulting from changes to the cost of fuel or other power sources] [the level of taxes or fees imposed by third parties including tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports] or [exchange rates] mean that the price of your travel arrangements may change after you have booked. However, there will be no change within 20 days of your departure.

We will absorb, and you will not be charged for, any increase equivalent to 2% of the price of your travel arrangements, which excludes insurance premiums and any amendment charges. You will be charged for the amount over and above that. If this results in an increase equivalent to more than 8% of the price of your travel arrangements, you will have the option of accepting a change to another trip if we are able to offer one (we will refund any price difference if the alternative is of a lower value), or cancelling and receiving a full refund of all monies paid, except for any amendment charges.

Should you decide to cancel: 1) you must do so within the time period shown on your final payment 2).

Should the price of your trip go down due to the cost changes mentioned above, then any refund due will be paid to you. We will deduct from this refund our administrative expenses incurred. Please note that travel arrangements are not always purchased in local currency and some apparent changes have no impact on the price of your travel due to contractual and other protection in place.

(b) Changes other than the price

It is a term of your booking that we are able to make changes to any aspect of your booking. If the change is insignificant, we will ensure that you are notified about it. Examples of insignificant changes include diversions to other destinations due to changes in travel advice, changes to your itinerary, changes to trek routes or specific activities, alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation and transport providers to, changes of carriers.

If we are forced by circumstances beyond our control to alter significantly any of the main characteristics of the travel services that make up your package you will have the rights set out below.

- I. We will contact you and you will have the choice of accepting the change or having a refund of all monies paid. You can also accept an alternative trip, where we offer one (we will refund any price difference if the alternative is of a lower value). We will tell you the procedure for making your choice. Please read any notification of changes carefully and respond promptly as if you do not respond to us within the timescale given your booking may be cancelled.
- II. If you choose to accept a refund: we will pay compensation as detailed in clause 7 of these terms except where the significant change is due to unavoidable and extraordinary circumstances, which means a situation beyond our control, the consequences of which could not have been avoided even if all reasonable measures had been taken.

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

8. Our Liability to You

We are not liable for injury, illness or death of any passenger unless directly caused by our gross negligence or wilful misconduct. We purchase transportation, hotel accommodations, and other services from various independent suppliers that are not subject to our control. These suppliers are independent contractors and acts of independent contractors are not acts of the Company. Neither the Company, its affiliates, owners, officers, agents, employees, contractors, nor any associate organization shall be held liable for any act, default, injury (including emotional injury, injury to person or property, or 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 defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. In issuing tickets for transportation of the travel by any means and making arrangements for travel, hotel or other accommodation, the Company is not acting as principal but only as agent for the companies, corporations, owner, public carriers or persons providing or offering the means of transportation and accommodation. You further understand that we neither own nor operate such third-party suppliers and accordingly, agree to seek remedies directly and only against those suppliers and not hold the Company responsible for the suppliers' acts or omissions.

Without limiting the foregoing, we will not be liable where any failure to perform or improper performance of the travel services is due to (i) you or another member of your party; (ii) a third party unconnected with the provision of the travel services in the package and is unforeseeable or unavoidable; or (iii) unavoidable and extraordinary circumstances (as defined in clause 4).

Our liability, except in cases involving death, injury or illness, shall be limited to a maximum of three times the cost of your travel arrangements. Our liability will also be limited in accordance with and/or in an identical manner to the following:

- a) You agree that any transport company's (or other supplier's) own 'Conditions of Carriage' will apply to you on any journey by road, rail, sea or air. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company. You can ask us or the travel agent booking your trip to provide you with a copy of any of the conditions applicable to your journey. The airline's

terms and conditions are available on request. We will tell you the identity of the air carrier when you book with us and if it is not known at that time or subsequently changes we will inform you as soon as possible and no later than at check-in for your flight; and

b) Any relevant international convention, for example the Montreal Convention in respect of travel by air, the Athens Convention in respect of travel by sea, the Berne Convention in respect of travel by rail and the Paris Convention in respect of the provision of accommodation, which limit the amount of and conditions under which compensation can be claimed for death, injury, delay to passengers and loss, damage and delay to luggage. We are to be regarded as having all benefit of any limitation of the extent of or the conditions under which compensation is to be paid under these or any conventions.

We are not responsible for any acts which are beyond our control, including but not limited to acts of God, weather emergencies, breakdown, or failure of diving or mechanical equipment, government actions, inclement weather, sickness, attacks by animals, availability of emergency evacuation or medical care or the adequacy of the same, criminal activity of any kind, terrorism, war, civil disturbance, sanitary conditions, quality or sanitation of food, quarantine, customs, regulations, epidemics, strikes, hotel overbooking, safety and/or security standards at hotels, accommodations or otherwise, or for any other reason beyond our control (each, herein referred to as an event or act of force majeure). We shall not be responsible for any injury to person, (including emotional injury or physical injury and whether or not resulting in death) or damage to property arising out of any act of war, insurrection, revolt or other civil uprising or military action occurring in the countries of origin, destination or passage.

Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary damages against the Company its owners, officers, directors, agents, contractors and employees, for any reason whatsoever.

If it is impossible to ensure your return as scheduled due to unavoidable and extraordinary circumstances, we will bear the cost of necessary accommodation, if possible, of equivalent category, for a maximum of three nights. The limit doesn't apply to persons with reduced mobility and any person accompanying them, pregnant women and unaccompanied minors, or persons in need of specific medical assistance, provided that you notified us of these needs at least 48 hours before the start of your trip.

We may operate trips in regions where standards of accommodation, transport, safety, hygiene, medical facilities and other infrastructure may, at times, be lower than those that you would normally expect in your own country. The suppliers of the services and facilities included in your trip should comply with local standards where they are provided. The application is accepted on the understanding that you realise the hazards and possible risk involved in adventure travel, including injury, disease, loss or damage to property, inconvenience and discomfort, and agree that the traveller undertakes the trip at their own risk and volition. The whole philosophy of adventure travel is one that allows alternatives and a substantial degree of on-trip flexibility. The outline itineraries given for each trip must therefore be taken as an indication of what the travellers should accomplish, and not as a contractual obligation on our part. Changes in itinerary may be caused by local political conditions, flight cancellations, mechanical breakdown, weather, border restrictions, sickness, or other unforeseeable circumstances.

We work with third party providers of activities and services, details of which are provided to travellers in their travel documentation. Travellers are not permitted to participate in activities that are not approved by World Challenge and/or that are not provided by World Challenge approved providers.

Note: this entire clause does not apply to any separate contracts that you may enter into for excursions or activities whilst on trip for which liability rests with the excursion provider and not us.

9. Complaints

If you have a complaint about any of the services included in your trip, you must inform us by phoning 877-333-1060 or info@wcexpeditions.com without undue delay who will endeavour to put things right.

If the Customer is not happy with their action in response, please follow this up within 28 (twenty-eight) days of notification of the complaint (or, in respect of complaints notified whilst the traveller is on the trip, 28 (twenty-eight) days of the traveller's return home) by writing to us at World Challenge Expeditions, Inc., 8 Essex Center Drive, Peabody, MA 01960. We will acknowledge written notification within 7 days and aim to provide a full response within 28 days.

10. Operational Support

World Challenge provides 24-hour operational support to all travellers on our trips. This is run from our dedicated Operations Centre based in both the UK and Australia. This assistance includes but is not limited to: emergencies, illness, injuries, psychological, child safeguarding, administration, logistics, natural disasters, evacuations, repatriations. In the event that illness or injury requires a team member to be moved to a more advanced medical facility, or repatriated, we can call on the help of our medical assistance partner. Repatriation may take a number of days depending on the location and condition of the injured person.

11. Passport, Visa, Immigration, Health, Fitness requirements

a. Passport and Visa

Your specific passport and visa requirements, and other immigration requirements are your responsibility and you should confirm these with the relevant Embassies and/or Consulates. We do not accept any responsibility if you cannot travel because you have not complied with any passport, visa or immigration requirements.

b. Health & Fitness

The traveller or legal parent/guardian (if under 18 years), must sign the declaration on the application form to give their consent to take part on the trip and to receive medical treatment in an emergency.

Any medical declarations made in clause 2f are categorised using an internal algorithm. Complex cases may require clearing by our medical consultant (UK citizens only) or the traveller's personal physician to determine if they can partake in the trip. Medical action plans are implemented where applicable to document required treatments or strategies to manage a condition during the trip.

Any undisclosed medical conditions will invalidate the individual's expedition insurance cover. We request that full particulars of all medical conditions are given at the latest sixty days prior to the departure date.

If you need to withdraw on medical grounds then any refund will be calculated as outlined in clause 5. For this reason we strongly advise travellers to take out an insurance policy that covers pre-departure medical cancellation.

Any self-harm by a traveller during a trip, (including as a result of a pre-declared medical condition cleared by our medical consultant or your physician) is considered grounds for repatriation at the expense of the customer.

Travellers must be deemed fit and able to complete the trip. You will be advised at the time of booking if fitness testing of travellers is required for your specific trip.

Failure to meet the minimum fitness level required may affect the traveller's suitability to take part in the trip, and we reserve the right to terminate your booking.

c. Travel requirements

We use destination risk analysis using a combination of our own private global intelligence sources and publically available sources (including national governments) to assess if a trip can operate. Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations such as to the countries to which you will be traveling may involve greater risk than others. We urge that you review travel prohibitions, warnings, announcements and advisories issued by the United States Government prior to participating in your trip. Information on conditions in the to the countries to which you will be traveling, and the level of risk associated with travel to those countries can be found at the "County Specific Information," "Travel Warnings," "Travel Alerts," and "Background Note" pages on the United States Department of State's website located at <https://travel.state.gov/content/travel.html>

WE DO NOT REPRESENT OR WARRANT THAT TRAVEL TO ANY COUNTRY IS ADVISABLE OR WITHOUT RISK AND WE ARE NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO THE COUNTRIES WHICH ARE PART OF YOUR TRIP.

12. Supervision & Conduct

On all types of trips travellers are supervised by one or more experienced person(s) appointed to lead the trip. These persons will work together as an 'Adult Leadership team' operating in line with our risk assessments and safety standards. These roles will vary depending on the type of product but can be broadly defined as:

World Challenge Leader – experienced adult, recruited, trained and appointed by us to lead Expedition, Adventure and Citizens of Earth trips.

School Leader – adult representative from the school or college who works alongside the World Challenge Leader in the case of Expedition and Adventure trips, or alongside a local tour guide in the case of our "Journeys" product. Numbers of appointed school leaders depend on team sizes, ratio requirements and the school's own policies.

World Challenge Guide – appointed by our local partners under contract to us for the duration of Journeys and Citizens of Earth trips.

Travellers will not be insured under our Insurance policy unless they are being directly or indirectly supervised by the adult leadership team. Parents/legal guardians of travellers under 18 years of age should ensure their child is under adult supervision where they are joining a team locally in the destination or leaving a team locally in the destination. These arrangements should be discussed and agreed in writing with us before the trip commences.

You must abide by our traveller code of behaviour - click [this link](#) to view.

If you do not adhere to this code of behaviour, or your behaviour is deemed by us or the adult leadership team as unacceptable or has the potential to cause harm to yourself or other people, then we may terminate the booking and withdraw you from the trip at your own cost and with no further liability on our part. For the avoidance of doubt, whilst a trip is in progress, all decisions shall be made by us (or the adult

Leadership team on our behalf). You must act in accordance with all instructions from us and the adult leadership team.

We do not condone the use of alcohol by any traveller, regardless of age on our Expedition, Adventure and Journey trips. For a Citizens of Earth trip, the use of alcohol is not condoned for any traveller under the legal drinking age as defined in law in the destination where the trip is taking place. If you are a traveller or leader and are legally permitted to use alcohol, we urge you to do so responsibly and ask that you remember that the excessive use of alcohol or any use of illegal drugs can result in severely impaired judgment, injury, and/or death. You should also know that the underage use of alcohol or ANY use of illegal drugs can result in imprisonment.

If you are disruptive and prevented from boarding your flight, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges (see clause 5). If this occurs overseas then you will become responsible for your own return home and any other members of your group who cannot or will not travel without you. We will not be liable for any refund, or compensation or any costs or expenses you incur.

If you are refused carriage because of your behaviour, or you are under the influence of alcohol or drugs, your airline may pass on your details and date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets. In any of these circumstances no refunds or compensation will be paid to you.

As a result of your behaviour during any stage of your trip we reserve the right to make a claim against you for any damages, costs and expenses (including legal expenses) incurred as a result, including but not limited to (i) cleaning, repairing or replacing property lost, damaged or destroyed by you, (ii) compensating any passenger, crew, staff or agent affected by your actions and (iii) diverting the aircraft or cruise for the purpose of removing you. Criminal proceedings may also be instigated.

For the purposes of this clause reference to “you” or “your” includes any other person in your party.

13. Data Protection

We will use and process your data in accordance with our privacy policy which be found here <https://weareworldchallenge.com/uk/wp-content/uploads/sites/3/2019/03/World-Challenge-Privacy-Policy.pdf>

14. Mediation/Arbitration

- a. The parties hereto agree that any and all disputes and claims that the each may have against the other that arise out of or relate to the Tour including the breach, termination, enforcement, interpretation or validity of these Terms and Conditions, including the agreement to arbitrate (the “Arbitration Agreement”) and the scope or applicability of this Arbitration Agreement (collectively, “Disputes”), including but not limited to the arbitrability of any and all Disputes, which are over US\$15,000, will be resolved in a binding, confidential, individual and fair arbitration process as set forth herein, and not in court. The only exceptions to this Arbitration Agreement are that (i) Disputes of up to and including US\$15,000 shall be pursued in Delaware, USA small claims court, and (ii) each party may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights.
- b. This Agreement evidences a transaction in interstate commerce, and thus the US Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement will survive termination of this Agreement.

- c. If either you or the Company wants to arbitrate a Dispute, the party desiring arbitration must first send by mail to the other a written Notice of Dispute (“Notice”) that sets forth the name, address, and contact information of the party giving notice, the specific facts giving rise to the Dispute, the trip or portion of the trip to which the Notice relates, and the relief requested. Your Notice to the Company must be sent by mail to [Insert Address]. We will send any Notice to you at the contact information we have for you or that you provide to us at the time of booking. It is the sender’s responsibility to ensure that the recipient receives the Notice. During the first 45 days after one party sends a Notice to the other, the parties may try to reach a settlement of the Dispute. If the parties do not resolve the Dispute within those first 45 days, either party may initiate arbitration as set forth herein.
- d. Any arbitration between the parties will be conducted by the American Arbitration Association (the “AAA”) and will be governed by the AAA’s Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. The AAA Rules are available online at www.adr.org, or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single arbitrator. If the parties cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator with significant experience resolving the type of Dispute at issue. The arbitrator is bound by the terms of this Agreement. A form for initiating formal arbitration may be found on the AAA’s website at www.adr.org (“Arbitration Form”). In addition to filing this Arbitration Form with AAA in accordance with its rules and procedures, you must send a copy of this completed Arbitration Form to the Company.
- e. If you are seeking to recover \$100,000 or less (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), AAA rules provide that the Dispute should be resolved without a hearing, by submission of documents only. Either party may request a hearing, however, and be responsible for the fees associated with it. If the arbitrator recommends a hearing even if neither party request one, the Company will pay the arbitrator’s fees associated with the hearing. If the claim is for more than \$100,000 (exclusive of interest on the sum claimed, cost of arbitration and legal expenses), the manner and place of the hearing will be in Delaware, USA or as otherwise agreed by the parties or determined in accordance with the AAA Rules, Principles, and Guidelines.
- f. Each party agrees to maintain the confidential nature of any mediation and arbitration proceeding and shall not disclose the fact of the proceeding, any documents exchanged as part of the proceeding, the agreement, the arbitrator’s decision and the existence or amount of any agreement or award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or court order.

15. Exclusive Governing Law and Jurisdiction

These Terms and Conditions and any Disputes, actions and legal proceedings whatsoever by you shall be governed exclusively, in all respects, and without regard to conflict of law principles, by the laws of the State of Delaware, USA. Except as otherwise expressly specified in these Terms and Conditions, passenger agrees this choice of law supersedes and pre-empts any provision of law of any other state or nation.

16. Waiver of Jury Trial



In connection with any action or legal proceeding arising out of these Terms and Conditions, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

17. Class Action Waiver

These Terms and Conditions provide for the exclusive resolution of disputes through individual legal action on your own behalf instead of through any class action. Even if the applicable law provides otherwise, you agree that any legal action against the Company whatsoever shall be litigated by you, individually, and not as a member of any class or as part of a class action, and you expressly agree to waive any law entitling you to participate in a class action.

18. Time Limit for Claims

We are not be liable for claims, actions, or losses for bodily injury, emotional injury or distress, 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 your trip and any activities conducted in conjunction therewith, unless full details in writing are given to the Company, within 185 days after the date of the event giving rise to such claim. Suit to recover on any such claim shall not be maintainable unless filed within one (1) year after the date of the event giving rise to such claim and unless served on the Company within 120 days after filing. You expressly waive all other potentially applicable state or federal limitation periods. If a written claim is not made and suit is not filed within the time frame set forth above, then you waive and release any right you may have to make any claim against us arising under, in connection with, or incident to the trip.

19. Severability

If any provision of these Terms and Conditions shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.