

Booking Terms & Conditions (Inclusive of consent & Code of Behaviour)

1. **Definitions and 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 Code of Behaviour, Application Form and the Destination & Activities Consent.
 - 1.2. **Application Form** means the application form provided to the Traveller and/or Guardian in relation to the Traveller's participation in the Program.
 - 1.3. **Bank Bill Reference Rate** means the rate published by the Australian Financial Markets Association (AFMA) quoted as the average bid rate on the Reuters page designated "BBSY" at or about 10:00 A.M. (Sydney, Australia time) for bank accepted bills having a term of 30 days.
 - 1.4. **Claim** means any allegation, claim, demand, debt, damage, fee, expense, cause of action, liability, loss, suit, proceeding or action of any nature whether present, future, fixed or unascertainable, actual, or contingent, whether at law, in equity, under statute, or otherwise.
 - 1.5. **Code of Behaviour** means the rules set out in Schedule 2 to this Agreement.
 - 1.6. **Departure Date** means the date on which the Traveller 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 Traveller will be travelling and which may, for the avoidance of doubt, be within Australia or overseas.
 - 1.11. **Expedition Leader** has the meaning given in clause 3.5.
 - 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, civil unrest, industrial dispute, technical problems with transport, closure or congestion at airports, actual or threatened terrorist activity, natural or nuclear or other disaster, outbreak of disease or imposition of quarantine, fire, adverse weather conditions and any event or circumstance affecting any destination for which the Australian 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 Traveller as set out in the 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 Traveller by a general practitioner or specialist who has assessed the Traveller's medical suitability to participate in the Program and concluded that the Traveller is sufficiently fit and healthy to participate in the Program without material risk of any detrimental effect on the health or wellbeing of the Traveller or any other person participating in the Program, including other Travellers and World Challenge personnel.
 - 1.18. **Parties** means World Challenge and You.
 - 1.19. **Payment Information Sheet** means the document issued by World Challenge which sets out, among other things, the Price and the additional payment terms.
 - 1.20. **PDS** means the Product Disclosure Statement of World Challenge's insurer, details of which can be provided by contacting World Challenge.
 - 1.21. **Point of Departure** means the airport, port, station or other location at which the Traveller will depart Australia for the Expedition Destination.
 - 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 or other travel program delivered by World Challenge including but not limited to 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 Traveller is enrolled.
 - 1.26. **Training Expedition** means the training program conducted within Australia in preparation for an Expedition, as notified to the Guardian and Traveller, 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. **Traveller** means the person who is participating, or intends to participate, in the Program and:
 - (a) has signed this Agreement; and/or
 - (b) whose Guardian has signed this Agreement.
 - 1.28. **World Challenge** means World Challenge Expeditions Pty Ltd ACN 104 769 584.
 - 1.29. **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 a Program, as notified to the Guardian and Traveller, and which consist of a series of tasks/challenges to be completed by the Traveller within a specified time.
 - 1.30. **You and Your** means any and all of the following persons:
 - (a) where the Traveller is 18 years of age or older at the date of commencement of this Agreement
 - (i) the Traveller;
 - (b) where Traveller is less than 18 years of age at the date of commencement of this Agreement any and all of the following persons:
 - (i) the Traveller;
 - (ii) the Guardian together.
 - 1.31. In this Agreement, unless the context indicates otherwise:
 - (a) costs include legal costs, charges and expenses on a full indemnity basis;
 - (b) the singular includes the plural and vice versa, and a gender includes other genders;
 - (c) "including" and similar expressions are not words of limitation.
 - 1.32. Where "You" as defined comprises two or more persons or a term used in this deed refers to more than one party:
 - (a) an obligation of those persons is joint and several;
 - (b) a right of those persons is held jointly and severally;
 - (c) any other reference to that party is a reference to

- each of those persons separately;
- (d) any acknowledgement, representation and/or warranty that is given, is given by each of the those persons separately;
- (e) World Challenge satisfies its obligation to the persons comprising "You" when it satisfies the obligation to any one of them.
- 1.33. This Agreement:
- (a) binds the Guardian even if the Traveller does not sign this Agreement or the Agreement is held by a court of competent jurisdiction not to be binding on the Traveller;
- (b) binds each person who signs this Agreement as Traveller or Guardian even if one of them rescinds the Agreement; and/or
- (c) binds each person who signs this Agreement as Traveller or Guardian even if under law this Agreement with one of the parties is void or voidable.
- 2. Acceptance**
- 2.1. This Agreement sets out the rights and obligations between the Parties, including governing the Traveller's participation in the Program. You warrant you have read this Agreement and fully understand the terms, warranties, representations and conduct, medical and financial obligations contained in this Agreement (including the Refund Schedule).
- 2.2. You must inform World Challenge at the earliest opportunity if any information it has provided to World Challenge that is incorrect or incomplete or if the Traveller does not satisfy any eligibility criteria set out in this Agreement for participation in the Program
- 2.3. This Agreement will commence, and You accept 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.
- and where the Agreement commences pursuant to satisfaction of clause 2.4(a), the terms of this Agreement and the documents referred to in subclause 2.4(a)(b) and (c) are deemed to have been accepted by You, and, at World Challenge's request, You must promptly sign and return to World Challenge the documents referred to in subclause 2.4(a)(b) and (c).
- 2.4. Unless World Challenge consents in writing that any of the requirements below do not need to be satisfied, in order for this Agreement to be validly executed for the purposes of clause 2.3:
- (a) You must sign the Application Form to acknowledge Your understanding and acceptance of the terms of this Agreement;
- (b) You must acknowledge your 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) You must sign Schedule 2 to acknowledge your understanding and acceptance of the Code of Behaviour.
- 2.5. Notwithstanding the above, the Traveller is not entitled to participate in the Program unless You have 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 Traveller's enrolment in the Program in accordance with clause 2.3, the Traveller will be provided with access to the My World Challenge portal operated by World Challenge which enables Travellers to discuss, plan and remain updated about their Expedition.
- 2.7. By participating in the Program (including the Expedition), You 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 Traveller 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 Traveller, 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 Traveller, 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. You must not amend, or allow the amendment of, any Expedition or Program travel arrangements that are chosen by World Challenge, unless authorised in writing by World Challenge.
- 3.4. As soon as reasonably practicable and before the Departure Date, World Challenge will provide You 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 provide a leader or leaders as appropriate (**Expedition Leader(s)**) to assist the Traveller, and other participants, during the Expedition.
- 3.6. In order for the Traveller to remain eligible to participate in the Program, the Traveller 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 Traveller from the Program if, in World Challenge's absolute discretion, World Challenge considers that the Traveller:
- (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 Traveller is withdrawn from the Program pursuant to this clause 3.6, the Refund Schedule will apply.
- 3.7. If the School or the Guardian/Traveller notifies World Challenge that the Traveller has ceased or otherwise failed to satisfy the eligibility criteria set out in clause 3.6, World Challenge may, in its sole discretion, cancel the Traveller's enrolment in the Program. If the Traveller's enrolment in the Program is cancelled under this clause 3.7, 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 Traveller, except otherwise expressly excluded.
- 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 Traveller'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 Your sole responsibility.
- 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, acting reasonably, 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 You by notice to You. If the Price is increased, then then You will have the rights set out in clause 6.3.
- 4.5. The Price is conditional on World Challenge receiving full passport details (or clarification of the correct passport

name if the passport has not been obtained), not less than 12 months prior to the Departure Date (or if the Application Form is submitted less than 12 months prior to the Departure Date 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 and must be borne by the Traveller/Guardian. (We highly recommend applying for the Traveller's passport no less than 12 months prior to expedition. Please note that a copy may be requested prior to travel).

5. Payment of Price

- 5.1. You 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 instalment amounts and by the deadlines specified in the Payment Information Sheet and any balance of the Price must be paid in full no later than 90 days before the Departure Date.
- 5.3. World Challenge is entitled to apply a surcharge of 1.25% to any payments made to World Challenge by credit card.
- 5.4. You acknowledge that a failure of the Guardian or Traveller 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. You 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 You:
 - (i) if the second instalment is 15 to 30 days late: AUD\$100;
 - (ii) if the second instalment is 31 to 60 days late: AUD\$200; and
 - (iii) if the second instalment is 61 days or more late: AUD\$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 outstanding amount and to recover from You 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 Travellers, and You have an obligation to make payments to World Challenge when they fall due, World Challenge reserves the right to withdraw the Traveller 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 You within 10 business days of written notice requiring full payment of any outstanding amounts. If a Traveller 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 Traveller is enrolled in the Program more than 100 days prior to the Departure Date, following payment of the deposit, there is a fourteen day cooling off period in which World Challenge will refund the deposit less an AUD\$30 administration fee if the Traveller withdraws in the cooling off period. If the Traveller is enrolled in the Program less than 100 days prior to the Departure Date, following payment of the deposit, there is a three day cooling off period in which World Challenge will refund the deposit less an AUD\$30 administration fee if the Traveller withdraws in the cooling off period. Unless otherwise provided in this Agreement, payments to World Challenge are non-refundable. You acknowledge that payments made by You 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 and that World Challenge incurs costs progressively throughout the Program and as such, the closer the Traveller's withdrawal from the Program to the Departure Date the more costs World Challenge will have incurred. The table below (**Refund Schedule**) sets out the percentage of the total Price payable by the Traveller 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 <u>total expedition Price payable</u> By You the Traveller (with the highest amount applicable in the relevant circumstances)
Less than 1 month	100%
Less than 3 months (and greater than 1 month)	90%
Less than 9 months (and greater than 3 month)	60%
Less than 15 months (and greater than 9 month)	30%
More than 15 months	10%

You 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 Traveller withdraws or is withdrawn from the Program at the time set out in the table. If the amount actually paid to World Challenge by You 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 You to World Challenge.

- 6.2. From time to time World Challenge may reasonably determine it may be necessary to make changes to, or to cancel the Program, or parts thereof, after World Challenge has accepted the Traveller's enrolment, for example, including for reasons of safety, Force Majeure or otherwise, and World Challenge reserves the right to do so upon written notice to You as soon as reasonably practicable before the Departure Date. Occasionally it may be necessary for World Challenge 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 Traveller, to notify the Traveller in writing that the Traveller's Expedition will be merged with one or more other Expeditions. This may occur if the Traveller'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(s). The Traveller will be notified of any such decision as soon as reasonably practicable. If the changes to the Expedition amount to a Major Change then You must notify World Challenge as soon as possible in writing, if You wish to cancel the Agreement and in such a case You 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 Your fault or the Traveller's failure to satisfy the eligibility criteria set out in clause 3.6, or where the

Traveller 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 Traveller is entitled to at its election:

- (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 any doubt, You 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 Traveller's entitlements in clause 6.3 will not apply and You hereby release World Challenge from any Claim in the event of a Major Change occurring in such circumstances.
- 6.5. For the avoidance of any doubt, to the maximum extent permitted by law, You acknowledge that where clause 6.3 applies, options (a), (b) and (c) are the only remedies available under this Agreement.

7. Code of Behaviour

- 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 Traveller must at all times during the Program act in accordance with the Code of Behaviour and all reasonable instructions given to the Traveller by World Challenge or the Expedition Leader whether directly or indirectly.
- 7.2. If World Challenge or the Expedition Leader is of the reasonable opinion that the Traveller has materially breached the Code of Behaviour at any time during the Program, World Challenge or the Expedition Leader may withdraw the Traveller from the Program (including during the Expedition itself). The Traveller shall pay to World Challenge any costs, losses or expenses which World Challenge incurs or suffers as a result of the Traveller's breach of the Code of Behaviour, including costs of returning to home nation. If a Traveller 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 negligence or act or omission of: the Traveller, Guardian, another traveller in the expedition team, any other third party, force majeure, or any other factor or person.
- 8.2. To the maximum extent permitted by law, you release World Challenge from any claim in respect of the removal of the traveller from the program in accordance with this agreement (including, for the avoidance of doubt, pursuant

to clauses 3.6, 5.5, 7.2, 9.1, 9.6 and 9.10).

- 8.3. To the maximum extent permitted by law, you release World Challenge from any claim that you have or may have had but for this release arising from or in connection with the Traveller'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 you may have under the competition and consumer act 2010 (cth) or other applicable statute, World Challenge's liability to you for any loss or damage which you may suffer (other than personal injury resulting from the gross negligence of the services involved with the program by world challenge) is limited to three times the price.
- 8.5. The Guardian as a separate obligation holds harmless and indemnifies, and keeps indemnified, World Challenge against any liability world challenge has, or may have, to the Traveller: (a) exceeding three times the price; and/or (b) that arises because the limitation of liability with respect to the Traveller under clauses 8.1, 8.2 or 8.3 do not apply or cannot be enforced against the traveller due to any law. The foregoing indemnity given by the Guardian to World Challenge applies whether or not either the Guardian or World Challenge knew or ought to have known about any fact or circumstance which gives rise to a claim under it.
- 8.6. If the traveller participates in the program your rights to sue World Challenge under the Australian Consumer Law And Fair Trading Act 2012 if you are killed or injured because the activities in the program were not supplied with due care and skill or were not reasonably fit for their purpose, are excluded, restricted or modified in the way set out in this clause 8. However, the change to your rights, as set out in or on this this clause 8, does not apply if your death or injury is due to gross negligence by World Challenge. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission.
- 8.7. Carriers (the providers of transport used by World Challenge) impose their own conditions of carriage together with the provisions of certain international conventions ("Carriage Terms"). You must comply with the Carriage Terms and breach of such terms entitles World Challenge to withdraw the Traveller from the Program. A copy of the conventions and conditions of carriage applicable to the Traveller's Program is available on request from World Challenge.
- 8.8. The Traveller must report to World Challenge at the earliest opportunity any problem or concerns with the Program that he or she perceives, witnesses or has experienced so that World Challenge can try to remedy any problem and/or address the concern. To the maximum extent permitted by law, World Challenge will not be responsible or liable for any complaint or Claim in connection with any problem and or concern not reported by You to World Challenge as soon as reasonably practicable.
- 8.9. You indemnify and hold harmless World Challenge in respect of any Liability of World Challenge arising in connection with any:
 - (a) breach of any warranty or representation given by You under this Agreement;
 - (b) failure to provide or procure any thing as required by this Agreement;
 - (c) provision of inaccurate or incomplete information to World Challenge or another party relevant to the Program pursuant to, or in connection with, this Agreement;
 - (d) failure to comply with any relevant law or regulation in the jurisdictions relevant to the Program; or
 - (e) other breach of this Agreement (including, for the avoidance of doubt, any breach of clauses 2.2, 3.3, 6, 5.1, 6.2, 7.1, 8.8, 9, 10, and 13).

9. Health and Safety

- 9.1. It is Your responsibility to ensure that the Traveller 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 Traveller from the Program if, in World Challenge's or the School's reasonable opinion (as applicable), it considers the Traveller 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 Traveller. If a Traveller is withdrawn from the Program pursuant to this clause 9.1, the Refund Schedule will apply.

- 9.2. The Guardian and Traveller jointly and severally represent and warrant to World Challenge that each of them is satisfied that:

the Traveller 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 Traveller or any other person participating in the Program, including other challengers and World Challenge personnel; and

- (a) neither the Traveller nor Guardian is aware of any reason why the Traveller 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 Traveller, including Medical Information

- 9.4. World Challenge relies on the medical information provided by the Traveller and/or Guardian including details of any mobility impairment, illness or disability or the treatment the Traveller may be undergoing for any physical or mental health condition. The Traveller 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. You confirm that You have 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. Any major medical condition not communicated to World Challenge may impede the Traveller from travelling.

- 9.5. You 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 Traveller and/or Guardian has provided to World Challenge to date.

Pre-existing Medical Conditions

- 9.6. You acknowledge that if the Traveller has any pre-existing medical condition (including any allergy, illness, mental or emotional condition or physical impairment), and/or World Challenge requests the Traveller to obtain a Medical Clearance for any pre-existing medical condition, it is Your responsibility to obtain and provide to World Challenge a Medical Clearance within 30 days of this Agreement, and, where requested by World Challenge, a further Medical Clearance prior to the Training Expedition and/or within 4 to 6 weeks prior to the Departure Date (in the latter case to ensure the Traveller 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 You do not provide World Challenge with the required Medical Clearance documentation in accordance with this clause 9.6, World Challenge reserves the right to withdraw the Traveller from the Program and You will not be entitled to a refund of any amounts paid. You must provide World Challenge with notice and details of any physical & mental health conditions and any related or relevant updates in

relation to the Traveller's physical & mental health.

- 9.7. The Traveller may withdraw from the Program due to a pre-existing medical condition not being given Medical Clearance within 30 days of this Agreement. If You provide World Challenge with clear evidence that is satisfactory to World Challenge of that occurrence, You will be entitled to a refund of the deposit of the Price that has been paid by You, less a AUD\$30 administration fee.

You acknowledge that whilst on Expedition, it is the Traveller's responsibility to avoid any activity, environment, object or substance that may have an adverse effect on the Traveller's health or well-being. If the Traveller and/or Guardian fail(s) to comply with the Medical Clearance procedure or other risk mitigation provisions of this clause 9.7, World Challenge reserves the right to withdraw a Traveller from the Program in accordance with clause 9.1. If a Traveller is withdrawn from the Program pursuant to this clause 9.7, the Refund Schedule will apply.

- 9.8. Except as disclosed in writing to World Challenge, You represent and warrant that they are not aware of any reason why the Traveller may have difficulty entering, or be denied entry to, any of the countries covered by the Expedition.
- 9.9. If the information given by You on the Application Form and throughout the program 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 Traveller's suitability to take part in the Program (whether for health, safety or other reasons), World Challenge may terminate the Agreement and withdraw the Traveller from the Program at Your expense. In this event You will not be entitled to a refund as set out in clause 6.1.

Personal Medication including Ventolin and Epipens

- 9.10. It is Your responsibility to ensure the Traveller carries all relevant medication and medical supplies applicable to the Travellers personal medical condition. You acknowledge that World Challenge's staff and Expedition Leaders may not carry with them ventolin/asthma medication, Epipens for allergies or any other personal medication that the Traveller requires. You warrant You have checked and fully understand all of the personal medication requirements of the Traveller and will ensure that the Traveller is equipped with the appropriate and necessary medication (as well as back-up medication in the event the original is inaccessible, lost or damaged) and is fully informed and trained in its use for the duration of the Program. You further acknowledge that it is the Traveller'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 Traveller requires a personal Epipen, You agree that it is Your responsibility to ensure the Traveller carries a minimum of two Epipens (or such other greater quantity as prescribed by the Traveller's doctor) for the duration of the Program.

Consent for Provision of Medical Attention by World Challenge

- 9.11. Subject to clause 9.10, You understand 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. You authorise the World Challenge Expedition Leader, the Expedition assistant and/or the School teacher in charge to:
- consent to the Traveller receiving medical or surgical attention as deemed necessary by a medical practitioner selected by World Challenge or a medical practitioner in the place of the Expedition;
 - administer such medical attention as they deem to be reasonably necessary;
 - dispense, as they deem necessary, non-prescription medication from the medical kit;
 - dispense prescription drugs, including Diamox (for high altitude Expeditions), under a standing order and supervision from a World Challenge medical officer or a local medical practitioner in the place of the Expedition;
 - 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

- (f) obtain any medical attention deemed appropriate, including ambulances or other rescue transport, and agree on behalf of You that You 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 Traveller for the Expedition, as set out in the PDS.
- 9.12. You agree that it is Your responsibility to obtain appropriate travel medical advice and vaccinations for the Traveller. If You decide that the Traveller requires any travel vaccinations or medication, it is Your responsibility to ensure the Traveller 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 You obtain, as a minimum, advice from a travel medical specialist rather than their regular GP.
- 9.13. Where a Guardian has signed this agreement, the Guardian warrants that it will provide emergency telephone contact details and make him/herself available at all times during the course of the Program to discuss with the Expedition Leader any medical emergency involving the Traveller.

10. Documents and compliance

- (a) You are responsible for obtaining, and ensuring that the Traveller has available, in a timely manner all necessary documents (including passport and visas) enabling the Traveller 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). You 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(a) by You.
- (b) Twelve months prior to the Departure Date You must furnish World Challenge with a copy of the photo page of the Traveller'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 Traveller 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. You 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 You.

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 Travellers' personal belongings or any pre-existing medical condition that has not been cleared by a doctor and confirmed with World Challenge prior to departure. Mental health conditions involving self-harm or suicidal ideation are not covered for repatriation to the Traveller's home country. It is Your responsibility to ensure that satisfactory arrangements are in place for the insurance of the period prior to departure on the Expedition, any personal belongings 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 Your 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 You 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 Traveller will work with World Challenge staff, the Expedition Leader and other Travellers 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, the Parties acknowledge that 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.

You must organise transport for the Traveller 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 Traveller when clearing the Australian customs and quarantine processes. You acknowledge and agree that upon exiting customs at the home destination airport, World Challenge no longer has responsibility for the Traveller.

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

- 13.1. The Traveller must make their own way to and from the location for the Training Expedition and/or the World Challenge Events (if applicable). You acknowledge that it is not World Challenge's responsibility to transport the Traveller 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 Traveller in respect of such transport.
- 13.2. You acknowledge and agree that during the Training Expedition and the World Challenge Events (if applicable) the Traveller may be transported in a privately owned vehicle driven by an appropriately licensed World Challenge staff member or School staff member.
- 13.3. You acknowledge and accept e 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, You acknowledge and accept that personal ambulance cover, at Your costs, is required to cover the cost of transportation in the event of a medical emergency.

14. General matters

- 14.1. World Challenge may sub-contract any of its obligations under this Agreement provided that Your rights are not adversely affected.
- 14.2. If any provision of this Agreement is found by any court or other competent authority to be wholly or partly unfair, void or unenforceable, the relevant provision(s) shall be read down in a manner to make it, to the extent possible, valid and enforceable and if that is not possible, then it will 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.
- 14.3. World Challenge reserves the right to amend this Agreement by prior written notice to You where the relevant amendment may adversely affect You. If the proposed amendment is not likely to adversely affect You, World Challenge will notify You as soon as reasonably practicable of any such amendment.
- 14.4. You acknowledge that 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 You of any changes that it becomes aware of.
- 14.5. This Agreement is governed by the law of the State of Victoria, Australia.

Activity & Conduct Consent

The below consent & Code of Behaviour form part of the Terms and Conditions of your agreement with World Challenge. In applying to participate, you confirm that you agree to general Terms & Conditions and clauses set out below.

Destination & Activities Consent

I, the undersigned, represent and warrant to World Challenge that:

1. I am aware of, fully understand and acknowledge that:
 - (a) the Program, the environment and terrain that the Traveller will be placed in or exposed to during the Program is intended to be challenging for Travellers and involves a degree of inherent risk;
 - (b) there is risk associated with participation in a program, such as the Program, and travel to, in and around the developing world;
 - (c) there is inherent risks of travelling in the Expedition Destination, as may be specifically detailed in the travel advice section of the Australian Government Department of Foreign Affairs and Trade website www.smarttraveller.gov.au, the New Zealand Ministry of Foreign Affairs and Trade website www.safetravel.govt.nz, or the British Foreign & Commonwealth Office website <http://www.fco.gov.uk>;
 - (d) it is my responsibility to regularly check the destination specific travel advice issued by the Australian and travel destination government agencies in the lead up to the Expedition, to be familiar with the local conditions expected in the Traveller's destination and the precautions that need to be taken;
 - (e) the Program involves adventurous outdoor activities, including the activities described in the World Challenge brochure (for example, trekking, swimming, elephant trekking, snorkelling, white water rafting, visiting native communities that may be remote and visiting densely populated areas) in which the Traveller may have had no previous experience, which may demand physical and mental effort and/or exertion in a variety of potentially hot or cold or variable weather conditions and terrains such as jungles, mountains (high altitude) or deserts in both remote and urban environments and there are inherent risks associated with these activities which can potentially result in serious injury;
 - (f) the activities of the Program (including those referred to in item 1(e), will be conducted in line with World Challenge's risk assessments (available to you online through My World Challenge) and in conjunction with the dynamic risk assessment of the Expedition Leader or a particular instructor of an activity;
 - (g) the Program may involve the Traveller:
 - (i) camping in tents or hammocks (including for a large portion, or in some cases all, of the Training Expedition and Expedition);
 - (ii) preparing and eating meals prepared on mobile stoves or open fires;
 - (iii) trekking more than 20km per day during parts of the Training Expedition or Expedition, whilst carrying all of the Traveller's personal equipment, food and some group equipment;
 - (iv) being in a remote/wilderness setting, including being at times more than 20km by foot from the nearest road;
 - (v) visiting altitudes significantly above 3000m
 - (vi) carrying out certain activities that form part of the Program including selecting and purchasing foods to prepare meals for the Expedition team and other activities of that nature;
 - (h) while participating in the activities specified in this Schedule and/or otherwise described as part of the Program ("**Program Activities**"), the Traveller must act in accordance with the instructions and parameters set by the School staff and/or Expedition Leader(s);
 - (i) during the Program (including while participating in the Program Activities) the Traveller may have free time and therefore may not be under the direct supervision of School staff or an Expedition Leader. The School staff and/or Expedition Leader(s) will be available to assist the Traveller if the need arises, however due to the nature of the Program such assistance may not be immediately available;
 - (j) transport (including emergency transport), accommodation (including budget accommodation), and in some cases other services that are used during the Expedition are generally not pre-booked by World Challenge. The sourcing of these services by Travellers is an inherent part of the challenge of the Expedition. Whilst these services will be physically risk assessed by the Expedition Leader, such facilities are likely to be typical of a developing world country and thus of a lower standard than those found in the home nation. World Challenge will attempt to mitigate risk by ensuring a supply of smoke detectors for accommodation but some risk will remain. Where transport or accommodation is pre-booked by World Challenge, these service providers will be appropriately risk assessed by World Challenge;

- (k) in the event of an emergency:
- (i) the Expedition Leader will seek the support of the World Challenge Operations Centre as soon as practicable. To do so the team will carry a satellite communication device and a local mobile phone. While these devices work reliably in most places their function or connectivity can sometimes be impaired;
 - (ii) the Expedition Leader may activate a satellite distress beacon (emergency communication device) (**Beacon**) that will be carried by the Expedition Leader on the Expedition. The Beacon is a one-way transmitting device which can be activated in an emergency to notify the World Challenge Operations Centre that assistance is required. The World Challenge Operations Centre is operated by World Challenge's parent entity and is on call 24 hours a day, 7 days a week and is based in the United Kingdom and Australia. Response and assistance times will vary according to the circumstances of the relevant event and may extend beyond 24 hours;
 - (iii) the Expedition Leader may, if practicable, enact an emergency response through self-evacuation and the use of local resources, which may include local trekking guides/contacts and local transport or local emergency services;
 - (iv) local or international helicopter services have been researched by World Challenge but their involvement may depend on availability, maintenance schedules and weather among other factors;
 - (v) the World Challenge Operations Centre supports emergency evacuations utilising diplomatic representatives, global medical agencies and agents on the ground in the Expedition destination;
 - (vi) the World Challenge Operations Centre will inform the Guardian of an emergency incident involving the Traveller once the World Challenge Operations Centre has all relevant and accurate information and as soon as is practicable to do so;
 - (vii) World Challenge and/or the Expedition Leader may pass on the Traveller's confidential medical information to third parties and You consent to World Challenge and/or or the Expedition Leader doing so;
 - (viii) World Challenge has researched the best medical facilities available in the region but may elect to use alternative services based on location or the nature of the complaint and You consent to World Challenge and/or the Expedition Leader doing so. These facilities may not have been visited by World Challenge prior to being used.
- (l) any telephone, other communication device (including a satellite phone) or Beacon carried by the Expedition Leader for emergency use is not 100% reliable due to geographical or environmental limitations that may impact the availability of the signal; and
- (m) following the selection of the Expedition Leader, it is my responsibility to contact World Challenge in writing if I am not satisfied with the person chosen, with the reason for the dissatisfaction clearly stated. If I remain dissatisfied, I may withdraw consent under item 5 of this Schedule.
2. The Traveller is medically and physically fit and able to complete the Program without any risk or danger to the health or safety of the Traveller or any other person participating in the Program, including other Travellers and World Challenge personnel.
 3. If deemed appropriate by World Challenge, I consent for a School staff member or Expedition assistant to accompany the Traveller (as part of the Expedition team) from the home nation to the Expedition destination where the Expedition Leader will meet the Traveller (as part of the Expedition team) on arrival and, upon completion of the Expedition, for a School staff member or Expedition assistant to accompany the Traveller (as part of the Expedition team) on return to the home nation while the Expedition Leader remains in the Expedition Destination country. If deemed appropriate by World Challenge, I also consent for the Traveller to fly interstate unaccompanied for the build-up day and/or for the Traveller to fly unaccompanied on the outbound or return flight from/to the home destination.
 4. I have read and fully understand all of the information provided by World Challenge and I am satisfied that I have been provided with all the relevant information to make an informed decision about the Traveller's participation in the Program at this stage of the Program.
 5. I understand that I may be asked to provide my consent again prior to the Departure Date, once the specific Program Activities have been confirmed in the Itinerary and I have participated in additional training activities and information sessions, and that I may also withdraw my consent in writing at any time prior to the Departure Date and such withdrawal will terminate the Agreement. In this case I will have the rights set out in clause 6.3 of the Agreement.
 6. That the Traveller understands and will comply with the Code of Behaviour

Participant Code of Behaviour (Clause 7.2)

All participants must abide by this code of behaviour. Participants on an 'Expedition' are required to further develop this code as part of a discussion session usually on build up day. Where participants are travelling as a school group they may also be required to abide by school polices.

Adult leadership team - is there to safeguard the wellbeing of the team. Participants will be expected to comply with all reasonable instructions and directions from the adult leaders, which may include instructions to cease activities immediately. Participants must not leave the team without permission from the adult leaders. Participants have a responsibility to inform the adult leadership team if they are aware of another team member not complying with this code of behaviour.

Behaviour & Discipline - participants must always act with care and common sense. They must not behave in a way that is disruptive, threatening or abusive or is causing or likely to cause danger, distress or annoyance to others regardless of how it was intended.

The adult leadership team is authorised by World Challenge to take any reasonable measures to ensure the safety and well-being of the team and any individuals. This may include the removal of any team member from part of the trip where it is felt that their (continued) inclusion may impact on the safety of the remainder of the team or any individuals.

The adult leadership team may request assistance from World Challenge in managing a disciplinary situation. World Challenge may in turn inform and consult where applicable, school and/or guardians in deciding the appropriate response to a continued or serious breach of the team's code of behaviour.

Safeguarding Young People – all participants are to abide by the World Challenge safeguarding policy provided to teams.

Health & well-being - the impact of adventure on all participants should not be underestimated. All participants should create a safe and positive environment where individual experience and emotion is supported, taken seriously and whole-person health and well-being is actively encouraged.

Sexual activity - relationships will occasionally develop between participants. However, this should not become sexual. All participants must adhere to the following:

- Participants of different genders are not to share private rooms or tents.
- Under no circumstances is sex between any team member and any other team member, or non-team member/local people, permitted. This is to protect participants from any the risk of contracting sexually transmitted disease, pregnancy and emotional complications that may affect the functioning of the group.

Alcohol - we do not condone the use of alcohol by any participant, 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 participant under the legal drinking age as defined in law in the destination where the trip is taking place. If you are a participant 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.

Drugs/medications - prior to departure, the adult leaders should be aware of any prescribed medications any participants may have cause to take on the trip, and what the implications of this and any associated medical condition may be. This medication must only be taken by the person who it has been prescribed for. **The taking of illegal drugs in any form whatsoever is strictly forbidden.** Any member of the team found to be taking illegal drugs will likely be asked to leave the Trip (at their own expense).

Smoking – we do not condone smoking because of the dangerous and harmful effects to health. It is strongly recommended that smoking be forbidden during periods spent at altitude as the dangerous effects are heightened and could jeopardize the success of the Trip. World Challenge does not permit smoking in tents at any time.

Illegal Activity - committing a criminal offence as defined by the person's country of domicile and the trip destination(s), is prohibited in all circumstances, by all participants. Any member of the team found to be engaging in illegal activity will be asked to leave the trip (at their own expense, including any costs associated with illegal activity such as fines). For Expeditions, Adventures and Journey trips we will consult with the school and guardians of the participant before deciding whether to repatriate them

Insurance cover - our Insurance covers participants for all activities organised by World Challenge. Taking part in other activities not organised by World Challenge such as skydiving or bungee jumping will not be covered by our insurance. The insurance coverage is only during the World Challenge trip and does not cover any extended travelling by an individual beyond the return date of the trip.

Cultural appreciation - all participants will respect local customs, the people and the environment of their host country and are expected to behave with care and kindness to all people they encounter.

Social Media & smartphones - engaging with social media can be an exciting part of documenting a team's adventure when managed appropriately. Should a sensitive incident occur on a trip all participants should refrain from using social media to avoid unnecessary distress being caused to people at home, and others not on the trip. All teams are provided with a team smartphone and we would strongly recommend this being utilized rather than personal phones being taken on the trip and suffering potential damage or removing the digital detox element of the adventure.