

Your Contract: Your contract is made with Challenges Un Limited ("CC", also sometimes referred to in these terms and conditions as "we", "us" or "ourselves"), a corporation formed under the laws of England and Wales (Company No. 03786692), carrying on business as a tour operator in the United Kingdom under the trading name CHARITY CHALLENGE, with its head office and sole place of business located at: 22-23 Arcadia Avenue, London, N3 2JU, England. CC holds a licence under the Ontario *Extra-Provincial Corporations Act* (Corporation No. 1861783).

By accepting these terms and conditions you acknowledge and agree that: (i) your agreement with CC constitutes a contract that is formed and concluded in England, notwithstanding the place or time of offer or acceptance; (ii) the activity (the "Challenge") that forms the subject of your contract with CC, and all related services to be provided pursuant to your contract, will be coordinated and planned by CC in England; and (iii) CC's performance of your agreement will take place in England, without regard to your place of residence and the point of origin, intended destination(s) and any stop-over or transit location(s) that may be referred to in your booking with CC.

The interpretation and construction of your agreement with CC shall be governed by the laws of England and Wales without regard to any principles governing conflicts of laws that would result in the application of the law of a different jurisdiction. The Courts of England have exclusive jurisdiction to hear and/or settle any dispute or claim that arises out of or in connection with your agreement with CC.

These terms and conditions have been formulated as a result of our responsibilities under law. They do not affect your statutory rights. We accept bookings subject to your acceptance of, and irrevocable agreement to be bound by, these terms and conditions. When you book the Challenge you undertake that you have the authority to accept and do accept these terms and conditions. These terms and conditions and any supplementary conditions form the entire agreement between you and CC. No employee of CC other than a director has the authority to vary or omit any of these terms or promise any discount or refund.

If you are signing the booking form as a parent or guardian on behalf of a person who is under the age of majority according to the laws of his or her home jurisdiction (a "Minor Participant"), you undertake that you have authority to accept and do accept these terms and conditions in your own right, and on behalf of the Minor Participant, in which case, throughout these terms and conditions: (i) each reference to "you" shall be deemed to be a reference to both the parent or guardian who signs this booking form and also the Minor Participant; and (ii) each reference to "the participant" shall be deemed to be a reference to both the Minor Participant and the accompanying parent or guardian.

A booking and a binding contract will exist between you and CC when: (i) you complete the booking form; (ii) you pay us the required deposit; and (iii) we issue you with a booking confirmation and a receipt for your deposit. Details regarding challenges and prices quoted on our website supersede any details or prices that may be published in print form in any Charity Challenge brochure.

In circumstances where we reasonably decide that you cannot participate in the Challenge for whatever reason, your deposit will be refunded to you in full. Please note that administrative fees are non-refundable in all cases and do not form part of the total challenge cost.

Financial Protection - We are also registered as a travel retailer under the *Travel Industry Act, 2002* (Ontario, Canada), under TICO registration number 50019639 and, accordingly, the Ontario Travel Industry Compensation Fund will provide full or partial reimbursement of monies paid to us for travel services that are not provided due to the bankruptcy or insolvency of CC or an end supplier airline or cruise line, where a reimbursement has not otherwise been provided, as long as the claim meets certain requirements set forth in Ontario Regulation 26/05 made under the *Travel Industry Act, 2002*. For further information please go to <http://www.tico.ca/consumer-info/compensation-fund.html>

Participation - Participants must be at or over the applicable age of majority according to the laws of their home jurisdiction (country, province, state or territory, as applicable) on the Challenge departure date, and be in suitable physical condition to undertake the Challenge as set out in the itinerary. Participants should be fully aware of the possible risks inherent in adventure travel. Minor Participants who are at least 16 years old may also participate in challenges, with the written agreement of, and when accompanied on the Challenge by, a parent or guardian who is of legal age.

Special Requirements; Religious or cultural requirements, Disabilities and Medical Problems - Our challenges are open to participants of all backgrounds and we will do our best to cater for any special requirements you may have, but please note that any special requests do not form a part of your contract and we are not liable for any non-provision. The challenging nature of the Challenges we operate mean that where a participant's involvement needs specific medical, social or cultural assistance we request that they travel with a companion. If you have a religious or cultural requirement, medical problem or disability which may affect your involvement in the Challenge you must provide us with full details on the Booking Form. All such information will be dealt with in a confidential manner. Before we confirm your booking we will advise as to the suitability of your chosen arrangements if possible, and we will endeavour to assist you. If we reasonably feel unable to properly accommodate the particular needs of the person(s) concerned, we will not confirm your booking or, if full details are not given at the time of booking we reserve the right to cancel (imposing applicable cancellation charges) where relevant.

Challenge Costs - Your deposit and balance is your personal contribution towards the cost of the Challenge. To book on a Challenge, (regardless of the payment option you select) you must pay the deposit when completing the booking

form. The deposit (whether paid in full or installments) is non-refundable in the event of your cancellation unless we cancel the Challenge for any reason other than Force Majeure situations. More than five months before departure (on certain challenges), you may at the time of booking choose to pay your deposit in installments. This option is available only when booking online and paying by debit or credit card. Your card details will be securely stored and the second deposit installment will automatically be debited from the same credit/debit card 31 days after the first installment is paid. Normal cancellation charges apply if you cancel your booking prior to the second installment being taken. Failure to make payments in accordance with these terms and conditions means your booking will be cancelled. On receiving your full deposit we will send an authorisation request to your chosen charity. Once they have authorised you, you'll have access to your online members' area including a receipt for your deposit.

If you book onto a Challenge and the costs are greater than that of the group (usually associated with late bookings), we will advise you of any increased costs. If your chosen challenge is full, you will be provided with the dates of other departures, given the chance to book on another challenge or refunded your deposit. You are responsible to pay for your personal equipment, tips, overseas airport taxes*, government imposed fees* and the costs of visas*, vaccinations*, additional food & drink, personal spending money, transport to and from the airport of departure in Canada, and any other activities not included in the itinerary (*if applicable). Please also refer to "the Pricing and Surcharges" clause.

Self Funder Payment Option - Under the Self Funder option ("SF"), you must pay the balance of your Challenge costs and if applicable the price increase (subject to the *Pricing and Surcharges* clause), at least eight weeks before departure. If you book within ten weeks of departure, the full cost should be paid at the time of booking.

Flexi Payment Option - Under the Flexi option ("Flexi"), we must receive written confirmation from the Charity that you have provided to them 80% of the minimum fundraising and pledges for the remaining 20% at least ten weeks prior to the departure date of your Challenge. You will also be required to pay your second contribution towards challenge costs no later than eight weeks before departure. The Charity will then pay CC your remaining challenge costs. There is no additional payment required from you to us other than for amending your booking if applicable (as defined in the Changes and Amendments By You clause), or if there is an increase in the cost of your trip as a result of fuel surcharges as described in the Pricing and Surcharges clause. You are not entitled to participate in the Challenge unless we have received from you or the Charity, cleared funds in respect of the deposit and the balance of your Challenge costs. We reserve the right to treat any arrangements as being cancelled by you if such payment is not received on time.

Please consider carefully which payment option you select before completing the booking form. If you wish to change your payment option once you have booked you should request this in writing to your chosen Charity and copy in bookings@charitychallenge.ca. If your chosen Charity agrees to your request they should in turn confirm this in writing to the same email address. There will be an administration charge of \$95 to process your request and this should be paid within seven days. Your payment option will only be changed once the administration charge has been paid and at this stage we will send a new authorisation request to your Charity.

Fundraising - Under the SF option, you will be required to raise a minimum amount of \$1500 fundraising any you will also be asked to raise as much as possible for the Charity. You agree to send this in full to the Charity no later than 2 weeks prior to departure. Under the Flexi option you agree that unless you raise the minimum fundraising as indicated on the website and in your members' area, you will not be entitled to participate in the Challenge unless you pay the balance of your Challenge travel and accommodation costs, and the Charity confirms in writing to us that they approve you as a participant. Typically, no more than 25% of your minimum fundraising will go towards your trip costs and at least 75% will be retained by your Charity. In some exceptional cases, your Charity may ask you to raise a higher amount of fundraising than that noted on our website and in your members' area. In this scenario, you will have the chance to accept the Charity's request to raise more, cancel your participation, or choose to support a different charity.

At least 80% of the minimum fundraising must be received by the Charity no less than ten weeks prior to departure, and the remaining 20% must be sent to the charity no later than 2 weeks before departure. Failure to do so will mean non-participation in the Challenge and forfeiture of the deposit. If you have successfully raised the minimum fundraising (Flexi), the Charity will pay us the balance for your Challenge arrangements. Any surplus of the fundraising will be retained by the Charity.

You agree that you will not use the Challenge to raise funds for any cause other than the Charity named in your booking form. If you cancel, or you are required to withdraw from the Challenge, you will be required to send all fundraising money collected or received, directly to the Charity. This money will be retained by the Charity unless the sponsor has requested that it be returned to them in the appropriate section of the fundraising form. When fundraising you must make it absolutely clear how much you are raising and how much of the fundraising (under the Flexi option) will contribute towards your costs. You must not start to collect fundraising until you have received written confirmation of your booking from us. This will be your "Challenge Pack" email and will be sent to you once you have been authorised by your Charity. All fundraising money should be sent directly to the Charity and not to us. The fundraising shall be treated as a donation to the Charity.

Pricing and Surcharges - Prices have been calculated in accordance with foreign currency exchange rates obtained on July 1st, 2014. The deposit is fixed at the time of booking and will not be subject to surcharges. The only exception to this is to allow for changes in costs by airlines or any government action including but not limited to new or increased taxes such as GST, HST or United Kingdom VAT, or in changes in embarkation or disembarkation fees, airport taxes, fuel surcharges, or to allow for fluctuations in applicable exchange rates. Under these circumstances, we reserve the right to increase the cost of the Challenge payable by you or the Charity. No increases are permitted after the full challenge costs have been paid. You will be liable under the SF option for any price increase and under the Flexi option

if the price increase specifically relates to fuel surcharges. The Charity will be liable under the Flexi option for all non-fuel surcharge related increases. Even in these cases, we will absorb an amount equivalent to 2% of the advertised challenge cost. Only amounts in excess of this 2% will be surcharged. Where we notify you or the Charity of a price increase in excess of 7% above the full cost (except for increases in Retail Sales Tax or Federal Goods and Sales Tax), and you or the Charity have not within 14 days notified us in writing that you or the Charity accept the same, we may terminate this contract.

Minimum Numbers and Pricing Supplements - Our costs are based on a pre-determined minimum number of people in the group (as indicated on our website). If the group is smaller or becomes smaller than this pre-determined minimum prior to departure for whatever reason CC reserves the right to cancel the Challenge, in which case a full refund of your travel costs will be applicable, and all fundraised money will be retained by your charity. CC may offer the option to continue the Challenge with less than minimum numbers; however a small group supplemental fee may be applicable. Where a small group supplemental fee becomes applicable we will aim to communicate this to you no later than 12 weeks before departure. You will be liable for any small group supplemental fee under the SF option and the Charity will be liable for it under the Flexi option.

Discounts and Promotions - All discounts and reduced pricing are applied at CCs discretion. From time-to-time CC may offer reduced pricing on selected challenges. The reduced pricing applies strictly to new bookings, and bookings that have already been confirmed are locked into their original price and are not entitled to the reduced pricing. Promotions are only valid for that specific challenge and are non-transferrable. We are offering the above promotions in good faith in order to meet the minimum numbers required to operate your chosen challenge. Should this minimum still not be met twelve weeks prior to departure, we will apply a small group supplement as advertised via the "small group supplement" link found in the payment options box of the relevant expeditions page. This supplement will be added to your final invoice. Alternatively, should numbers remain too low to operate the challenge, we reserve the right to cancel that challenge and will carry over 50% of the promotional saving to your chosen alternative departure date. Only one promotional code can be used at a time.

Transfer of Booking - Transferring your Booking to an alternative participant becomes increasingly difficult closer to the date of departure and will only be accepted where we at our sole discretion deem it possible and in no circumstances later than 13 weeks prior to departure. Any request to transfer your booking should be put in writing to bookings@charitychallenge.ca. Please note that any transfer of booking made must be to the identical challenge and departure date as the original booking. If we agree to process your request, you should supply us with the replacement's name and valid email address immediately. We will then send a confirmation email to the designated replacement who should book and pay the Challenge deposit within seven days. Failure to act in accordance with the above procedure will result in the transfer request being cancelled and normal cancellation terms being applied to the original booking. Once the replacement has been authorised by their chosen Charity we will refund you 50% of your original deposit. Any fundraising that you have raised cannot be transferred beyond the fiscal year (31st of March) in which your initial challenge was taking place.

Accuracy - The information and prices shown on the website may have changed by the time you come to book your arrangements. Although we make every effort to ensure the accuracy of the website regrettably errors do occasionally occur. You must therefore ensure you check the price and all other details of your chosen arrangements with us at the time of booking.

Media - You agree that any photography (stills or video), recordings made or taken prior to, during, or after the Challenge, which may include you in it, may be used in publicity material connected with the Challenge, and that we will retain all rights, title and interest in such photography or media made by us including but not limited to any royalties, proceeds, or other benefits derived from such material, and that the charity will have permission to use such photography.

Risk and Health and Safety - By accepting and agreeing to be bound by these terms and conditions, you expressly acknowledge that: **(I) ACTIVITIES BY THEIR VERY NATURE CAN BE HAZARDOUS WITHOUT NEGLIGENCE OR BREACH OF CONTRACT ON OUR PART AND THAT BY PROCEEDING WITH YOUR BOOKING YOU RECOGNIZE AND ACCEPT THESE RISKS (II) ALL PARTICIPATION IN OUR CHALLENGES IS STRICTLY SUBJECT TO YOUR ACCEPTANCE OF THE LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS SET FORTH BELOW, UNDER THE HEADING "OUR LIABILITY"**. The whole philosophy of this type of adventure travel is one which allows alternatives and a substantial degree of on-tour flexibility. The outline itineraries given for each challenge must therefore be taken as an indication of what each group should accomplish and not as a contractual obligation on our part. It is a fundamental condition of joining any challenge that you accept this flexibility, and acknowledge that delays and alterations and their results are possible. You must be adequately fit to cover the distances and undertake the program set out in your Challenge itinerary. If any client is not sufficiently fit, healthy, properly equipped or able to complete a Challenge without affecting its safety, comfort or progress, the Challenge leader at any stage has the right to remove you from the Challenge and no refund or compensation will be payable and we reserve the right to recover any loss arising. We have a policy to not pay any ransom or make any payments in order to secure the release of hostages. Cyclists must wear a helmet that has been certified by the Canadian Standards Association (CSA) or if not, that has been certified by a comparable organization and meets a comparable standard. All participants must wear safety clothing or equipment such as may be required in the country concerned or under the rules and regulations of any local service provider of any activity undertaken by you. For water-based activities you must be able to swim 50 metres fully clothed.

Behaviour - You must comply with /the laws and regulations of the countries visited and comply with all reasonable instructions of the Challenge leader relating to the safety and organisation of the Challenge. If in our opinion, any airline

pilot, accommodation manager or other person in authority feels that you are behaving in such a manner as to cause danger, distress or annoyance to others or cause damage to property, your Challenge arrangements may be terminated by us or the supplier concerned. In such an event, we shall have no liability to you and will not be responsible for making any refunds, paying any compensation or meeting any costs or expenses you incur as a result. Furthermore, you must meet any expenses we incur as a result of your behaviour.

Passport and Visa Requirements - It is your responsibility to fulfil the passport, visa and other immigration requirements applicable to your itinerary. We can provide general information about the passport and visa requirements for your Challenge for Canadian citizens. Your specific passport and visa requirements and other immigration requirements for you and your party are your responsibility and you should confirm these with the relevant Embassies and /or Consulates. We can provide general information about any health formalities required for your trip but you should check with your own doctor for your own specific circumstances. We do not accept any responsibility if you cannot travel, or incur any other loss because you have not complied with any passport, visa, immigration requirements or health formalities. You agree to indemnify us in relation to any costs which we incur as a result of your failure to comply with any passport, visa, immigration requirements or health formalities. Most countries now require passports to be valid for at least 6 months after your return date and have two blank pages. If your passport is in its final year, you should check with the Embassy of the country you are visiting. Non-Canadian citizens should contact the Embassy, High Commission or Consulate of your destination, for up to date advice on passport and visa requirements.

Changes and Amendments by you - In the event that you wish to change/amend/postpone a booking previously confirmed by us in writing we will make every effort to assist you. You will be charged a \$95 administration fee for each such amendment where possible and will be subject to covering any additional charges. You will also be responsible for any unrecoverable charges or expenses in making such amendments. All changes will be subject to availability.

If you wish to extend your return flight, we are able to arrange it and if the change of date results in a more expensive ticket, you will be required to pay the difference. Please note you will not be able to amend the outward date. You should put your request (including the preferred return date) in writing to us by email to flights@charitychallenge.ca or by letter. If we cannot confirm your requested change of return date, or if the resultant fare has an increased cost and you choose not to accept the flight, we will not charge you the administration fee. If you choose to book your own flights you must confirm with the CC office before paying anything otherwise you may be liable for your included group flights (please contact flights@charitychallenge.ca for further assistance).

If you choose to postpone your participation on a Challenge and wish to join another challenge, you should put your request in writing by email to bookings@charitychallenge.ca or by letter. You will be charged a \$95 administration fee to move from one challenge to another. If, by you moving from one challenge to another there is a direct cost to CC this amount will be deducted from your deposit. If any direct costs chargeable to CC exceed your deposit we reserve the right to turn down your request to move challenges. If your request to move is accepted, you must confirm the alternative challenge within one month of postponing from the first. If you have paid a deposit for an extension organised by us this will be carried forward to your new challenge unless you notify us otherwise. If the Challenge you wish to move to has a higher deposit, balance or minimum fundraising level, you will be responsible to pay the difference. Any payments associated with your change of challenge must be paid within 14 days of receiving your invoice. If your request to move challenge dates is received in writing by us eight weeks or less prior to departure, it will be treated as a cancellation and re-booking and the standard cancellation charges will apply (as below.)

Changes and Amendments by us - The itineraries and other details are published in good faith as statements of intention only and reasonable changes to the itinerary, vehicle and equipment use, may be made where deemed necessary or advisable. Sometimes this is due to improvements made as a result of client feedback. Other times, it has been made necessary through transport changes, changing weather patterns, wildlife movements, and other factors out of our control. While we will make all proper and reasonable efforts to maintain the advertised itinerary we do not guarantee that we can keep to the intended Itinerary. These amendments will be classified as minor changes and we therefore reserve the right to amend the itinerary of the Challenge as and when it may become necessary to do so. If there is a minor modification before you depart, we will try to notify you but we are not obliged to pay any compensation.

Examples of "significant changes" include the following when made before departure; a change of challenge location or main activity, a change in departure city, or where the departure or return date is delayed for more than 24 hours. Should a significant change become necessary we will inform you as soon as reasonably possible. You may decide whether or not to accept the change. If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of the following options:- a refund of all monies paid, or accept an offer of alternative Challenge if available (we will refund any price difference if the alternative is of a lower value). You must notify us of your choice within 7 days of our offer. If you fail to do so we will assume that you have chosen to accept the alternative booking arrangements.

Cancellations by you - Any request to cancel from a Challenge must be confirmed to us in writing either to bookings@charitychallenge.ca or by letter. In this instance please ensure it is sent by Registered Mail. Cancellations are only effective from the day that they are received by us. Your travel insurance policy may refund much of your costs if cancellation is due to certain specified factors. Cancellations made within the following timeframes will incur the following charges:

- 57 days or more before departure (you will lose the deposit).
- 43-56 days before departure (you will lose 40% of total challenge cost).
- 42-29 days before departure (you will lose 60% of total challenge cost).
- 28-15 days before departure (you will lose 80% of total challenge cost).
- 14-0 days before departure (you will lose 100% of total challenge cost).

Cancellations by us - We reserve the right in any circumstance to cancel any Challenge. However in no case will we cancel your Challenge less than six weeks before the scheduled departure date unless it is for reasons outside of our control. If we have to cancel your Challenge before the date of departure (other than where Force Majeure or failure to raise the minimum fundraising applies) we will offer you either (i) an alternative challenge of comparable type, though if the alternative offered is at additional cost, the difference in deposit and flexi balance will be payable by you and any difference in the balance will be payable by you (under the SF option) or the Charity (under the Flexi option), or (ii) a full refund of your deposit, in either case being the only refund which will be due to you. The operation of the Challenge is dependent on a minimum number of persons booking the trip (indicated on our website). Should less than the minimum number of people book any particular challenge, we reserve the right to cancel that challenge but (other than in exceptional circumstances) will not do so later than six weeks prior to the Challenge departure date. In these circumstances, the deposit and balance (if applicable) will be returned to you. Refunds of fundraising money will be dealt with in accordance with the Challenge Costs clause. We will not be liable to you for any incidental expenses that you may have incurred as a result of your booking, such as visas, vaccinations and non-refundable connecting flights or trains.

Cutting your Challenge short - Most participants complete the Challenge they undertake. However, on occasions participants are obliged to cut short their participation in a Challenge for reasons such as ill-health. If you are obliged to cut short your participation in a Challenge for whatever reason, CC cannot provide a refund of National Park fees, flights or accommodation costs. Any additional accommodation and/or transfer fees, flights and accommodation costs and any medical costs incurred will be your responsibility. For the avoidance of doubt, these will not be the responsibility of CC. You must ensure that you have adequate insurance in place to cover these eventualities. CC requires that you take a credit card with you on the Challenge to cover any such unexpected costs. CC are under no obligation to pay for any additional costs, but in the event that we do provide financial assistance, you hereby guarantee that you will personally (if not recoverable through your insurance policy) reimburse us upon your return from the Challenge.

Flights - Each journey (whether undertaken or not) by land, sea or air is governed by the conditions of the carrier. Some of these conditions limit or exclude liability and are often the subject of international agreements. Copies of applicable conditions are available from the supplier. As all of our challenges are different, airlines used differ with each challenge. In prepared itineraries, transport timings are provided by the carrier concerned and are subject to such matters as weather conditions, maintenance requirements, the ability of passengers to check-in on time, and in the case of flights, to air traffic control restrictions. Accordingly, the times of flights and other forms of transport are estimates only and cannot be guaranteed. Internal flights are particularly vulnerable to change. We have no control and accept no liability whatsoever for cancellations and delays, which are subject to operational decisions by airlines and/or traffic control authorities. You are responsible for checking-in for flights at the correct time and for presenting yourself to take up all pre-booked components of your challenge.

If you are joining the Challenge locally (i.e. the country the Challenge takes place in) our responsibility does not commence until the appointed time at the designated meeting point. If you choose to book your own flights and they are delayed, you are personally responsible to pay for any additional transfers required to enable you to join the group. If you fail to arrive there at the appointed time, we shall not be responsible for any additional expenses incurred by you in order to meet up with the group. No credit or refunds will be given if you fail to take up any component of your challenge, or if you lose, mislay or destroy any travel documents.

In accordance with EU regulations we are required to advise you of the actual carrier operating your flight/connecting flight/transfer. We do this by listing carriers to be used or likely to be used as follows;- Air Canada, Air China, Air France, Bangkok Airways, British Airways, Emirates, Ethiopian Airlines, Iceland Air, Jet Airways, Kenya Airways, Kingfisher, KLM, Lan Airlines, Lufthansa, Malaysian Airlines, Precision Air, Royal Air Maroc, Scandinavian Airlines, South African Airways, TACA. Any changes to the actual airline after you have received your tickets will be notified to you as soon as possible and in all cases at check-in or at the boarding gate. Flight timings and carriers set out in our publicity material are subject to change and all details given to you are for guidance only.

Our Liability - Please review all of the provisions set forth in this clause very carefully. Our obligation and that of our suppliers is to properly perform the obligations under this contract and if you prove that we have failed to do so, then you may subject to these terms and conditions, make a claim against us which will be subject to the limitation of liability and indemnity provisions set forth in the following paragraphs 1 through 8.

1. It is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us, and we expressly disclaim any liability in the absence of negligence.
2. We will not be responsible or pay you compensation for any injury, illness, death, loss, damage or expense, cost or other claim (each, a "Claim") of any description if it results from:-
 - (a) the act(s) and/or omission(s) of the person(s) affected;
 - (b) the act(s) and/or omission(s) of a third party unconnected with the provision of the services contracted for and which were unforeseeable or unavoidable;
 - (c) unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or,
 - (d) an event which either we or our suppliers could not, even with all due care, have foreseen or forestalled.
3. You expressly acknowledge that CC is not an insurer. You understand and agree that it is your sole responsibility to obtain adequate insurance at your sole cost and expense, and that the amounts payable to CC in connection with any challenge are based upon the value of the services to be provided by CC pursuant to our contract with you and the scope of liability as limited by this clause, and are unrelated to the value of any personal property that may accompany you or any other participant during a Challenge.

4. The extent of our liability and the amount of compensation we may have to pay you if we are found liable under this clause is limited as follows:
 - (a) In the case of all Claims arising from or in connection with your participation in any given challenge including, where everything has gone wrong and you have not received any benefit at all from your booking, the absolute maximum amount of compensation we will pay is twice the price that was paid to CC by you or on your behalf in connection with your participation in the Challenge.
 - (b) In the case of any Claim for the loss of or damage to any luggage, money or other personal property or possessions, our maximum liability shall be limited to the lower of: (i) the absolute maximum amount specified in subsection 4(a), above; and (ii) the actual, proven value of the lost or damaged items as of the time or their loss or damage, less a deductible of C\$1,500 representing the amount of coverage that would ordinarily be covered by a typical baggage insurance policy.
 - (c) In the case of any Claims in respect of international travel by air, sea and rail, or any stay in a hotel:
 - (i) Our maximum liability shall be limited to the lower of: (i) the absolute maximum amount specified in subsection 4(a), above; and (ii) the extent of liability that we would have if we were carriers under the terms of the applicable international conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging 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 the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
 - (ii) In any circumstances in which a carrier is liable to you by virtue of the EU *Denied Boarding Regulation* (261/2004) or any other statute or regulation dealing with similar subject matter, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under such statute or regulation as if (for this purpose only) we were a carrier.
 - (d) When making any payment in settlement of a Claim, we are entitled to deduct any money which you have received or are entitled to receive from the operating carrier, transport provider or hotelier for the complaint or Claim in question.
 - (e) We do not accept responsibility in respect of Claims that arise directly or indirectly as a result of physical exertion for which a participant is not prepared; consumption of alcoholic beverages; inappropriate use of medications, narcotics or other controlled substances; Force Majeure (as defined below); breakdown of equipment; high altitude; lack of or limited access to medical attention in remote locations, or the adequacy of medical attention once provided.
5. In consideration of our acceptance of your booking and your being permitted to participate in a Challenge, you agree – on your own behalf and on behalf of your heirs, executors, estate trustees, dependents and assigns – to indemnify and hold harmless CC and all of the following persons (collectively, the “Other Indemnified Persons”): the directors, officers, employees, agents, sub-contractors and suppliers of CC, the Charity and its directors, officers, employees, agents, sub-contractors and suppliers:
 - (a) from any claims that you or any other person might have against CC or any Other Indemnified Person as a result of your participation in a Challenge, for any losses that exceed the limitations expressed in paragraphs 1 through 4, above, howsoever arising; and
 - (b) if you are signing the booking form as a parent or guardian on behalf of a Minor Participant, from any claims that the Minor Participant might have against CC or any Other Indemnified Person as a result of the Minor Participant’s participation in a Challenge.

For the purposes of ensuring that the indemnities provided in favour of the Other Indemnified Persons are enforceable, it is agreed that: (i) for purposes of this paragraph 5 CC is acting as agent for the Other Indemnified Persons; (ii) CC will hold in trust for each of the Other Indemnified Persons any rights of action that he, she or it may have pursuant to the indemnities set forth in this paragraph 5; and (iii) CC will hold in trust for each of the Other Indemnified Persons any funds that CC may receive in respect of any claims by or on behalf of any Other Indemnified Person under the indemnities set forth in this paragraph 5.

6. It is a condition of our acceptance of liability under this clause that you notify us of any claim against CC or any other person strictly in accordance with the complaints procedure set out in these conditions.
7. If you book any additional activities locally or otherwise that are not a part of the original Challenge itinerary, your contract for those additional activities is with the operator of those additional activities. We expressly disclaim any and all liability or responsibility for those additional activities.
8. Where any compensation payment is made to you pursuant to these terms and conditions, you are deemed to irrevocably and unconditionally assign to CC and to our insurers any rights you may have to pursue any third party, and to that end you must provide CC and our insurers with all the assistance we may reasonably require.

Documentation - Please contact us immediately if any of the information you receive from us appears to be incorrect or incomplete, as it may not be possible to make changes later. We regret that we cannot accept responsibility if you do not tell us about any mistake in any document within ten days of our sending it out. We will do our best to rectify any mistake notified to us outside these time limits but you must meet any costs in doing so. The only exception to this requirement to meet any costs is where the mistake was made by us.

Accommodation - The availability or provision of accommodation is subject to the 'house rules' of the accommodation or site. Your challenge may be taking place in a country where travel and accommodation standards are less developed

than you are used to in your country of residence. Standards of accommodation will vary from extremely basic to adequate and in some locations, you may have to do without essential services. The Challenge is based on using twin or triple accommodation (where applicable), and if you join a Challenge alone, you will be partnered with another member of the same sex to share accommodation. Single rooms can be organised (subject to availability and a single supplement fee).

Insurance - It is a condition of booking that you obtain a suitable travel insurance policy to cover you for the challenge, with a minimum medical (emergency, evacuation and repatriation) coverage of \$200,000. You must also ensure that any policy purchased covers you for the adventurous activities you will be undertaking on your Challenge (as well as the heights covered at altitude if applicable). It is strongly recommended that the coverage be extended to include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to you or your baggage. If you extend the duration of the trip, you should ensure that your travel insurance is extended to cover you for the full duration as travel insurance policies are normally operative from home to home only. Please note that until you purchase suitable travel insurance for the challenge, your trip costs will not be covered in the event of your cancellation. We recommend the RBC Deluxe Insurance plan. CC shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while unattended by you in public lounges or other public areas, whether on board a vessel, train, bus, or other mode of transportation, or elsewhere, are not reimbursable. CC cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by CC such as hotels, homestays, vessels, expedition vehicles, or any other mode of transportation. You acknowledge that the cost of the tour does not include insurance, and that you are required to obtain separate coverage at an additional cost.

Prompt assistance - If the contract we have with you is not performed or is improperly performed as a result of failures attributable to a third party unconnected with the provision of the services, or as a result of failures due to unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised, or an event which we or our suppliers, even with all due care, could not foresee or forestall, and you suffer an injury or other material loss, we will offer you such prompt assistance as is reasonable in the circumstances. Please note, prompt assistance pertains to assistance advice and guidance only and does not relate to payment of any additional costs you may have incurred.

Force Majeure - Except where otherwise expressly stated in these terms and conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife, terrorist activity and its consequences or the threat of such activity, riot, the act of any government, governmental agency or other national or local authority including port or river authorities, industrial dispute, lock closure, natural or nuclear disaster, fire, chemical or biological disaster and adverse weather, sea, ice and river conditions, computer and networking problems that could not have been foreseen or avoided, and all similar events outside our control or the control of the supplier(s) concerned. Without limiting the generality of the foregoing, advice or instructions to avoid or leave a particular country issued by the British Foreign & Commonwealth Office, the Department of Foreign Affairs & International Trade (Canada) and/or other governmental agencies with authority to issue such travel advisories will constitute Force Majeure in respect of any given challenge if, in the opinion of CC, such travel advisories affect CC, you or any other participants, or any of CC's directors, officers, employees, officers agents or sub-contractors in attendance on that challenge.

Medical Treatment - It is a condition of joining a Challenge that in cases of emergency we have your authority to arrange any necessary medical or surgical treatments and to sign any required form of consent on your behalf. In order to provide medical support on our challenges, we sometimes engage medical doctors to join an expedition (each, an "Accompanying Doctor"). In selecting Accompanying Doctors, we rely exclusively upon information supplied by the General Medical Council in the case of Accompanying Doctors who are domiciled in the United Kingdom, whereas in the case of all other Accompanying Doctors we rely exclusively upon information supplied by the agency, commission or regulatory authority that maintains a register of licensed doctors in the jurisdiction where that Accompanying Doctor is domiciled. All aspects of the relationship between you and any Accompanying Doctor, including without limitation any medical or other health care, advice and treatment provided to you by any Accompanying Doctor, shall be governed by and construed in accordance with the laws of the jurisdiction where that particular Accompanying Doctor is domiciled, without regard to any conflicts of laws principles that would result in the application of the law of a different jurisdiction. The courts of the jurisdiction where that particular Accompanying Doctor is domiciled shall have exclusive jurisdiction to hear any complaint, demand, claim, proceeding or cause of action whatsoever, arising from or in connection with that medical or other health care, advice and treatment, or from any other aspect of your relationship to any Accompanying Doctor. In accepting these terms and conditions, you also agree to irrevocably indemnify and hold harmless CC and each Accompanying Doctor from and against any and all judgments or arbitral awards issued in respect of such medical treatment or advice by any tribunal other than the courts of the jurisdiction where that particular Accompanying Doctor is domiciled. For the purposes of ensuring that the indemnities provided in favour of the Accompanying Doctors are enforceable, it is agreed that: (i) for purposes of this clause CC is acting as agent for each Accompanying Doctor; (ii) CC will hold in trust for each Accompanying Doctor any rights of action that he or she may have pursuant to the indemnities set forth in this clause; and (iii) CC will hold in trust for each Accompanying Doctor any funds that CC may receive in respect of any claims by or behalf of any Accompanying Doctor under the indemnities set forth in this clause.

Questions and Complaints - As a TICO registrant we are required to answer any questions you may have arising from the information that we provide to you. If you do have any questions at all concerning the information we provide to you, please call our UK office (+44 (0)20-8557-0000) or our Ontario agent (tel. no. +1 289-239-2839). We will do our very best to ensure that your travel arrangements go according to plan. However, if you have any complaints arising out of

what we have agreed to provide for you please let us know at the earliest opportunity, if necessary by calling our UK office, from wherever you may be. If a problem arises during your challenge, it is important that you advise the Challenge leader and the supplier at the earliest opportunity who will endeavour to put things right. If your complaint cannot be resolved locally you should advise us within 28 days of returning to Canada, in writing, with all other relevant information. Your letter will be given prompt attention. If you fail to follow this simple procedure we cannot accept responsibility, as we would have been deprived of the opportunity to investigate the matter and hopefully rectify any problem. Failure to complain on the spot will extinguish or reduce your ability to claim compensation from us.

Severability - In the event that any clause or provision of these terms and conditions shall be held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this contract, which shall continue and be enforceable.

Language - In the event that these terms and conditions are translated into another language, this English language version shall be the official version, save and except where specifically prohibited by law, and the interpretation of the provisions of these terms and conditions in the English language shall govern for all purposes in the event of any inconsistencies arising from such translation.