

Inspired Adventures booking conditions

THE CHALLENGE

In completing and submitting the Booking Form, you agree to be bound by these conditions of contract between Inspired Adventures Pty Ltd ABN 46 125 426 468 ("Inspired Adventures"), Inspired Travel Pty Limited ABN 70 152 488 250 ("Inspired Travel") and you. These conditions of contract are: (a) to be read consistently with the Booking Form; (b) to apply to the exclusion of any terms or conditions not set out in the Booking Form; (c) to be effective unless varied in writing and signed by a person so authorised by Inspired Adventures and Inspired Travel; and (d) to override the terms of any previous dealings with you. Please read these conditions of contract carefully.

1. How to Book: To participate in this Challenge, you must pay a non-refundable registration fee of AUD\$770 including GST. This fee is payable to Inspired Adventures upon registration. You must pay a non-refundable travel deposit of AUD\$850 including GST. This deposit is payable to Inspired Travel 6 weeks after registration. If you register less than 17 weeks prior to the departure date, you must pay the travel deposit of AUD\$850 immediately upon registration. Your registration for the Challenge will take effect once your registration fee has cleared. Places are limited on the Challenge and are allocated on a first come, first served, basis.

2. Payments and Fundraising: Eligibility to take part in this Challenge is contingent upon you raising the minimum Fundraising Target. The balance of your Fundraising Target payments must be lodged no later than 4 weeks prior to the departure date. Travel costs are based on arrangements departing from the published departure city/cities in Australia and exclude travel insurance & visa fees. Inspired Travel may be able to arrange travel from other cities in Australia, and if so, a surcharge will apply. Registered participants will be required to cover additional travel or accommodation costs required as a result of departing from other than the published departure city/cities in Australia. The cost of your travel package must be paid as per the due dates and amounts set out in your conditions of contract with Inspired Travel. Failure to lodge the Fundraising Target on or before the required date will render you ineligible to depart on the Challenge, and you will forfeit in full the AUD\$770 registration fee paid to Inspired Adventures, the AUD\$850 travel deposit paid to Inspired Travel, and your place on the Challenge. All funds raised in the name of the Charity must be forwarded immediately to the Charity along with supporting documents as outlined in the 'Conditions of Fundraising'. Inspired Adventures, Inspired Travel, and the Charity reserve the right to refuse your Application to participate in the Challenge for non-compliance with this requirement.

3. Cancellations: If you wish to cancel your participation in this Challenge, you must notify Inspired Adventures and Inspired Travel in writing. If you notify Inspired Adventures within 5 business days of booking that you desire to cancel your participation in the Challenge, then the registration fee you have paid will be refunded in full. If you notify Inspired Adventures after that time, then the following will apply: You will automatically forfeit your registration fee (AUD\$770), your travel deposit (AUD\$850), as paid. Other fees may apply as per the Inspired Travel booking conditions. If there are too few participants on your Challenge or if there are other reasons that the Challenge should not proceed as scheduled, Inspired Adventures and /or the Charity have to cancel the Challenge, and reserve the right to offer you alternatives. If the Challenge is cancelled, and any alternatives offered are not suitable, you will be refunded any monies paid to Inspired Adventures, less an administration fee of AUD\$50. You may be entitled to full or partial refund on monies paid to Inspired Travel dependent on the booking conditions. In the event that your chosen Challenge is cancelled and you are given the option of transferring to another Challenge, these transferred Challenges must be taken within 12 months, or your place on the Challenge will be forfeited.

4. Disclaimer: You accept that:

- Should your Application to register be refused, the full registration fee will be refunded to you; and
- Inspired Travel will not be liable for any breach of any law by you or any person with whom you travel on the Challenge; and
- you may not rely on any representations concerning the Challenge made by Inspired Travel which are not contained in these booking conditions.

5. Release and Waiver of Liability: In consideration of Inspired Adventures and the Charity accepting your application to register, and in consideration of you being permitted by Inspired Adventures and the Charity to participate in the Challenge: to the extent permitted by law, you waive any and all claims you may now or in the future have against Inspired Adventures, Inspired Travel and the Charity, their officers, employees, agents or representatives ("the promoters") and release from all liability and agree not to sue the promoters for any personal injury, death, property damage or loss sustained by you as a result of your participation in the Challenge, other than caused by the reckless conduct or willful act of the promoters. You acknowledge that the Challenge involves adventure activities and accept all the inherent risks associated with such activities and the heightened possibility of: (a) death; or (b) physical or mental injury (including the aggravation, acceleration or recurrence of such an injury); or (c) the contraction, aggravation or acceleration of an illness or disease; or (d) the coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs – in relation to you: (i) that is or may be harmful or disadvantageous to you or to the community; or (ii) that may result in harm or disadvantage to you or to the community. The consumer guarantees for the supply of recreational services are excluded to the extent permissible by section 139A of the Competition and Consumer Act 2010, and section 5N of the Civil Liability Act 2002 (NSW) and the equivalent provisions of the other States and Territories in Australia.

6. Bookings made in Victoria: This condition and the following statutory warning apply if the booking is made in Victoria, in addition to the provisions of section 139A of the Competition and Consumer Act 2010. This is a contract is for the supply of recreational services. Except to the extent permitted by section 139A of the Competition and Consumer Act 2010 the services supplied by Inspired Adventures, Inspired Travel, the Charity and their officers, employees, agents or representatives pursuant to this contract come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a termination of contract for a major failure and compensation for any other reasonably foreseeable loss or damage.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you - (a) are rendered with due care and skill; and (b) are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and (c) might reasonably be expected to achieve any result you have made known to the supplier.

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. **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. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

7. Jurisdiction: This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of:

- Victoria, in the case the of a booking made in the state of Victoria, or
- New South Wales, in the case of a booking made elsewhere in Australia or worldwide.

8. Privacy: In order to be able to supply services to you, Inspired Adventures will need to collect certain information from you, some of which may be of a personal nature. The information may be disclosed to, or collected on our behalf by our service providers to enable the services to be provided, but will not be used by them for any other purpose.

9. Image and Likeness: You grant Inspired Adventures the right to take photographs and videos of you and your personal effects in connection to your participation on a Challenge. You authorise Inspired Adventures, its assigns and transferees to copyright, use and publish your image and likeness in print and/or electronically for marketing purposes, and the like.

Inspired Travel terms and conditions

THE TRAVEL ARRANGEMENTS

This Challenge is operated by Inspired Travel Pty Limited ABN 70 152 488 250 ("Inspired Travel"). Please read the following terms and conditions carefully. You must not book unless you understand and agree with the following terms and conditions. References to "us", "we", "our" in these booking terms and conditions shall be a reference to Inspired Travel.

1. Prices: All prices are subject to travel availability and can be withdrawn or varied without notice. Please contact your consultant for current prices.

- The price is only guaranteed to be available when receipt of full payment has been confirmed. Please note that prices quoted here are subject to change and will be re quoted until the time full payment is received.
- After the time full payment is received, price increases may occur by reason of factors outside our control which result in an increase in the cost of the product or service. Such factors include adverse currency fluctuations, fuel surcharges, taxes and airfare increases.
- Airline taxes are confirmed at the time your airline ticket is issued. There may also be local taxes, air passenger duties, entry charges or visa fees charged at some airports. These are payable by you, as and when they become payable.

2. Refunds, Changes and Cancellation Fees: Fees and extra charges will apply where a booking is changed. Fees and extra charges will also apply when tickets or documents are re-issued. Cancelled bookings will incur charges. These charges can be up to 100% of the cost of the booking, regardless of whether or not travel has commenced. Where we incur any liability for a cancellation fee or charge for any booking which you cancel, you agree to indemnify us for the amount of that fee or charge.

Some of the specific terms which may apply if you cancel or change your booking are as follows:

Cancellation Fees: If you wish to cancel your booking the following conditions apply:

- Your AUD\$850 travel deposit, which is non refundable and non transferable, will be forfeited
- If the cancellation occurs within 90 days prior to the departure date, all travel costs, including the deposit, will be forfeited;
- Ex Australia airfares and stopover accommodation will be subject to the cancellation and amendment fees set by the specific airlines /hotels concerned;
- We are unable to provide a refund to you until we receive the funds from the relevant supplier.

Amendment Fees: If you wish to amend your travel arrangements the following conditions apply:

- AUD\$50 amendment fee will be charged if travel arrangements are amended within 90 days prior to the departure date
- Name changes are not permitted after full payment has been made. It is your responsibility to ensure that the name on your itinerary matches the name on your passport before making the payment; and
- amendments to flights after full payment has been made will incur a fee of AUD\$200 per person plus any applicable difference in airfare charges and taxes.

3. Deposit and Final Payment: You will be required to pay a AUD\$850 travel deposit at the time of booking. To the extent permitted by law all deposits are non-refundable. Final payment is required no later than 90 days prior to departure date unless otherwise stated. Some airfares or services must be paid in full at the time of booking.

- Payments by Credit Card: Credit card surcharges of 1.5% for Visa, Mastercard and 2.5% for American Express credit cards will apply when paying by credit card. If for any reason any travel service provider is unable to provide the services for which you have contracted, your remedy lies against that provider, and not against Inspired Travel. In the event that payment has been made to Inspired Travel by credit card, you agree that you will not seek to charge back your payment.
- Payments by Cheque: Please note that payments by cheque (including bank cheques) require 5 business days to process. If you are paying by this method you will need to make the payment at least 5 business days prior to the actual due date. You agree not to stop payment of the cheque even when you cancel a booking. You agree that we may apply the proceeds of the cheque to satisfy any liability you have to us, including any liability in respect of cancellation fees, before refunding the balance to you.

4. Travel Insurance: Travel Insurance is compulsory for all travellers participating in a Challenge. The travel insurance must be comprehensive and must cover accidents, injury, illness and death, medical and hospital expenses, including any related to pre-existing medical conditions, emergency repatriation (including helicopter rescue and air ambulance where applicable) and personal liability. It is recommended that the travel insurance covers loss of deposit, cancellation, curtailment and loss of personal property. The travel insurance is to cover the duration of, and place of the Challenge. You must carry proof of travel insurance with you, and produce it if reasonably requested by Inspired Travel, its employees and agents. Inspired Travel reserves the right to cancel or suspend your participation on a Challenge or in certain activities that comprise part of a Challenge, at any time including at or after the commencement of the Challenge, with no right of refund, if you are unable to provide proof of travel insurance when requested.

5. Agency: Inspired Travel acts as a travel agent only. Inspired Travel sells various travel related products on behalf of numerous transport, accommodation and other wholesale service providers, such as airlines, coach, rail and cruise line operators. Inspired Travel is responsible to make travel bookings on your behalf with travel service providers. We have no responsibility for the provision of these services nor do we make or give any warranty or representation regarding their standard. All bookings made are subject to the terms and conditions and limitations of liability imposed by the service provider. If the service provider is unable to provide the services for which you have contracted, your remedy lies against the service provider and not against Inspired Travel.

6. Liability waiver: We do not accept any liability of whatever nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of third party providers over whom we have no direct control. Under circumstances where liability cannot be excluded, such liability is limited to the value of the purchased travel arrangements. We do not accept any liability in contract, tort or otherwise for any injury, damage, loss (including consequential loss), delay, additional expense or inconvenience caused directly or indirectly by force majeure or any other event which is beyond our control and which is not preventable by reasonable diligence on our part.

You acknowledge your journey will have the usual risks of travel and, in some cases, additional risks that are associated with adventure activities and the specific nature of your Challenge. You accept these risks and the possibility of personal injury, death, property damage or loss which may result from your decision to participate in the Challenge. You agree that should you be affected by any sickness, serious injury or other unforeseen circumstance that Inspired Travel, and/or any of our overseas partner operators, can arrange any urgent medical treatment or emergency evacuation as deemed necessary for your safety and that all such costs will be borne by you and/or your travel insurer.

7. Change of arrangements: You acknowledge that travelling with Inspired Travel requires a degree of flexibility, good humour, and an understanding that the itinerary, accommodation, and/or modes of transport may change, even after commencement, without prior notice due to local circumstances. Changes may occur because of force majeure, poor road conditions, weather, the availability of tickets, vehicle breakdowns, changes in transport schedules, or other circumstances beyond Inspired Travel's control, which simply cannot be foreseen. Inspired Travel does not accept any responsibility for loss of enjoyment, delays or compensation resulting from circumstances beyond Inspired Travel's control.

Inspired Travel reserves the right to change any part, or the whole, of the arrangements contained within the tour plan, should conditions or circumstances beyond our reasonable control determine such action necessary. In such cases, we will use our reasonable endeavours to provide alternatives of the same standard, quality and duration as the original itinerary. You will have the right to cancel your tour, in which case your deposit will be forfeited. Furthermore, if you cancel, you will be liable under certain supplier cancellation policies.

8. Trip Notes: The information about trips given in Trip Notes and Pre-Departure Information is subject to change. It is your responsibility to review the up-to-date Trip Notes and Pre-Departure Information. These can be obtained from Inspired Travel. The information and conditions in the Trip Notes and Pre-Departure Information is deemed to be part of the contract. Where changes to your trip occur after you have received your final documentation we will, where practical, advise you of such changes.

9. Special Requirements: Please liaise with your travel consultant regarding any special requirements you may have for your travel arrangements such as special meal and seating requests.

10. Frequent Flyer: Please advise your consultant of your frequent flyer membership details for inclusion in your booking. Please check your frequent flyer program for specific terms of your membership. We cannot guarantee that the supplier will credit you with points for your booking.

11. Passports & Visas: All travellers must have a valid passport for international travel. Many countries require passport validity at least 6 months validity from the date of return. All loss incurred as a result of such documents not meeting the requirements will be your sole responsibility.

If you need information regarding visa and other travel document requirements for your trip please let us know. We can obtain such information from an external visa advisory service provider engaged on your behalf. We do not warrant the accuracy of such information and accept no liability for any loss or damage which you may suffer in reliance on it. If you wish, we can obtain visas for you through this external service and fees will apply. If you are travelling to the United States please see <https://esta.cbp.dhs.gov> for information regarding pre-registration for their visa waiver program.

12. Travel Advice: For travel advice, please visit the Department of Foreign Affairs and Trade website at www.smartraveller.gov.au, and register with them.

13. Health: You must ensure that you are aware of any health requirements for your travel and ensure that you carry all necessary vaccination documentation. Please check with your local doctor or specialist travel vaccination clinic.

14. Travel Documents: Travel documents include (without limitation) airline tickets, hotel vouchers, tour vouchers or any other document (whether certain conditions and/or restrictions including (without limitation) being non-refundable, non-date-changeable and subject to cancellation and/or amendment fees. Travel documents cannot be transferred to another person to use. All airline tickets must be issued in the name of the passport holder. An incorrect name on a booking may result in an inability to use that booking and the booking being cancelled or amended. Any errors in names, dates and timings on your documentation will be your responsibility. It is your responsibility to collect all travel documents prior to travel.

As a general rule your travel documents will be available for collection 2 weeks prior to departure. However this will depend on your individual arrangements. Please contact your travel consultant to confirm when your documents will be ready for collection.

15. Governing Law: If any dispute arises in relation to the agreement between you and us as constituted by these terms and conditions or otherwise, the laws of New South Wales, Australia will apply. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales, Australia, and waive any right that you may have to object to an action being brought in those courts.

I acknowledge that I am 18 years of age or older.

I have read, understand and agree to the Terms and Conditions set out in this form.

Full name _____

Signature _____

Date _____