



## TERMS & CONDITIONS

Effective Date: 22 May 2019

### DEFINITIONS:

In this Agreement the following definitions apply:

<b>Applicant / you / your</b>	Means the person whose name and address is applying to partake in an Event.
<b>Contract</b>	Means these Terms and Conditions, the Orientation Program and therefore the Applicants participation in an Event.
<b>Event</b>	Any product or service offered by IGO Adventures Ltd.
<b>Event Organiser/IGO/ IGO Adventures/ us/we/our</b>	IGO Adventures Ltd, registered in England and Wales (company number 9480264).
<b>Fees</b>	Means the amounts payable by the Applicant to the IGO pursuant to this Contract Normally consists of: a) Deposit b) Balancing Payment
<b>Media Materials</b>	Any presentation in any television, video, internet or similar digital format including: a) all film, photographs, video footage and other audio-visual material; b) all drawings, etchings, painting, diaries, jottings, writing, reportage; or c) any other artistic work, literary work, dramatic work or musical work, sound recording or films as these terms are defined in the Copyright, Designs and Patents Act 1988
<b>Orientation Program</b>	Means the submission of important information (ie details of next of kin and Doctors note) pre-event - i.e. the information pack, the kit list, any event guidelines or links sent to the Applicant by the Event Organiser containing all relevant event information (also downloadable from <a href="http://www.igoadventures.com">www.igoadventures.com</a> ) and through the personal dashboards on individual profiles on the event organisers website.
<b>Ultimate Challenge</b>	The week-long adventures listed on the website under Ultimate Challenges.
<b>Weekend Challenge</b>	The weekend adventures listed on the website under Weekend Challenges.
<b>Sponsor</b>	Partners of IGO Adventures who have a commercial interest in sponsoring the Event.

## 1 GENERAL

- 1.1 You hereby acknowledge that you are taking part in an Event by your own free will and that you have not been obliged to do so by us or any other party.
- 1.2 You fully understand and agree that the Event involves some hazardous and dangerous activities in remote areas and that you will participate in it entirely at your own risk.

## 2 FEES PAYABLE (ULTIMATE CHALLENGES)

### 2.1 Application & Deposit

- 2.1.1 The Applicant shall pay to the Event Organiser an initial non-refundable deposit per person participating when applying to join an Ultimate Challenge Event. Alternatively, they may pay the balance in full at the time of booking.
- 2.1.2 The deposit will be deducted from the final balance to be paid.
- 2.1.3 The deposit is entirely non-refundable.

2.2 The balancing payment is due as per the date stated on Partial.ly, the deposit payment provider.

2.3 We retain the right not to accept your application for any reason whatsoever or to refuse participation in an event at any time at our discretion. In this case, we will refund your payment deposit and the balancing payment (if applicable) will be returned.

2.4 IGO is not obliged to give any reason to the applicant as to why they have been refused entry.

## 3 FEES PAYABLE (WEEKEND CHALLENGES)

3.1 The Applicant shall pay to the Event Organiser the full amount to secure their place. This payment must be received in full at the time of booking. Alternatively, they may pay an initial non-refundable deposit per person participating when applying to join.

3.1.1 The deposit will be deducted from the final balance to be paid.

3.1.2 The deposit is entirely non-refundable.

3.2 The balancing payment is due as per the date stated on Partial.ly, the deposit payment provider..

3.3 We retain the right not to accept your application for any reason whatsoever or to refuse participation in an event at any time at IGO's discretion. We will refund your payment (if applicable).

3.4 IGO is not obliged to give any reason to the applicant as to why they have been refused entry.

## 4 CORRECT INFORMATION/LANGUAGE

4.1 You confirm that any information given to the Event Organiser is correct at the time

## 5 DISCRETION OF THE EVENT ORGANISER

5.1 You understand that we reserve the right to make such changes as we reasonably consider necessary at any time to any or all of the arrangements, services and proposals which may or may not have appeared in brochures or publicly about the Event.

## 6 ENTRY RESTRICTIONS

- 6.1 If the Applicant will be under the age of 18 years by the Event start date, they must be accompanied by an adult who has consented to be their guardian for the entire duration of the event.
- 6.2 If you fail to pass or understand any section of the Orientation Program, we require your express written acknowledgement that you participate at your own risk and that you may not be covered by IGO's insurance that is available to others who have passed the Orientation Program (only applicable for Ultimate Challenges).
- 6.3 Applicants must be 18 year or over to attend the Talisker Whisky Coastal Challenge 2019.

## 7 APPLICANT AGREEMENT

- 7.1 By paying the fees to IGO you agree to the Terms and Conditions listed in this document.
- 7.2 You hereby agree as follows:
  - 7.2.1 You hereby consent to the use of your name, nickname, image, biography and likeness in connection with the Event and any reference to it in the media whether by us or by any official partner of the Event.
  - 7.2.2 You hereby understand and agree that the Event and all aspects of it (including Media Material may be broadcast and/or otherwise disseminated live or recorded and that as a member of the Event you will or may be included in any such recording, broadcast and/or dissemination).
  - 7.2.3 You acknowledge that your departure on an Event signifies your satisfaction with the completeness and safety of all necessary and required items including without limitation clothing and equipment as well as all necessary safety management protocols including without limitation all support operations.
- 7.3 As a condition of and in consideration for us permitting you to participate in the Event, you hereby agree as follows:
  - 7.3.1 To waive voluntarily and to the fullest extent possible by law any and all claims you may now and in the future have against us, and to release us from all liability and not to bring suit against us or any of our officers, directors, subsidiaries, affiliates, parent companies, employees, air-crew, guides, agents, representatives, official partners, contractors, sub-contractors or suppliers (collectively "Interested Parties") for any personal injury, death, property damage or any other loss, damage, costs or expenses (including legal fees) sustained by you arising from any cause whatsoever, including and without limitation:
    - (i) the actions or inactions of the Company or any Interested Parties;
    - (ii) any rescue operations or procedures;
    - (iii) any activities that you may undertake with any guides or companies that are not part of the Event, including any and all excursions, hikes, paddles, sails and climbs that the undersigned may take from the base camp, with or without a guide;
    - (iv) any and all air flights taken by you related to or part of an Event; and
    - (v) any delays, cancellations, or rescheduling that may take place regarding the Event.

Save that none of the above shall limit the liability of IGO for personal injury or death caused by its negligence or wilful acts.

- 7.3.2 To provide medical information as requested by the Event Organiser who is authorised to disclose such information to any other person as circumstances may require.
- 7.3.3 To promptly notify the Event Organiser of any reason, medical or otherwise, which would prevent him/her from participating in the Event or which would make it undesirable for him/her to do so.
- 7.3.4 To provide the Event Organiser no later than three months prior to the anticipated date of departure of the Event, a medical certificate confirming that s/he is in a fit and proper condition to undertake the Event (only applicable for Ultimate Challenges).
- 7.3.5 All requested Event documentation must be completed and returned to the Event Organiser promptly and by the due date set; failure to do so may result in the Applicants place on the Event being withdrawn.
- 7.3.6 The Applicant shall be entirely responsible for ensuring that they have a valid passport and such visas, inoculations and vaccinations as are necessary during the continuance of the Event and shall provide evidence of this to the Event Organisers if requested.
- 7.4 You shall not act in any way that is likely to bring the name of the Event Organiser, the Sponsors involved with the Event or the Event itself into disrepute.
- 7.5 You shall:
- (i) confirm to us that you have read and fully understood the Orientation Program (only applicable for Ultimate Challenges);
  - (ii) partake in the Event fairly and abide by the Event Guidelines and the Terms and Conditions;
  - (iii) when requested, wear specific clothing provided by event organisers, Sponsors at media events, interviews, and when event relevant photographers are present.
- 7.6 You shall be responsible for the cost of:
- 7.6.1 Taking part in the Event other than those expressly covered by the Event Organiser. (As detailed in the Event Information Pack).
- 7.6.2 Travel insurance. If you choose not to take out insurance, the applicant does so at their own risk.
- 7.6.3 Any kit and equipment specified by the event organiser in the Kit List.
- 7.7 The Applicant is not allowed to take on the event any equipment of a type banned by us.
- 7.8 The Applicant is responsible for the safekeeping of any equipment loaned to them by the event organiser for safety or any such reason. If equipment is damaged or lost the Applicant will be liable to cover the costs in their entirety.
- 8 APPLICANT WITHDRAWALS, REFUNDS AND TERMINATION (ULTIMATE CHALLENGES)
- 8.1 The Applicant shall be entitled to withdraw from the Event in writing to the Event Organiser, if withdrawing before the start of the Event, or in person once the Event is in progress.
- 8.2 If the Applicant withdraws more than 84 days prior to the event start date they are eligible to a full refund, less the non-refundable deposit.

- 8.3 If the Applicant withdraws more than 56 days but less than 84 days prior to the event start date they are eligible to a 50% refund, less the non-refundable deposit.
- 8.4 If the Applicant wishes to withdraw and finds a full-paying replacement, IGO will refund the original Applicant 100% of the total entry fee less the non-refundable deposit.
- 8.5 If the Applicant withdraws under the 56 day period or during the Event, no refund shall be due and the Event Organiser will have no responsibility for any additional costs of repatriation outside the already agreed itinerary.
- 8.6 The Applicant shall be entitled to terminate the Contract by written notice to the Event Organiser if the Event Organiser is in material breach of the terms of the Contract and fails to remedy that breach within 30 days notice in writing from the Applicant. If the Applicant terminates the Contract pursuant to this clause the Applicant shall be entitled to a refund of all fees paid by the Applicant.
- 9 APPLICANT WITHDRAWALS, REFUNDS AND TERMINATION (WEEKEND CHALLENGES)
- 9.1 The Applicant shall be entitled to withdraw from the Event in writing to the Event Organiser, if withdrawing before the start of the Event, or in person once the Event is in progress.
- 9.2 If the Applicant withdraws their participation more than 56 days in advance of the Event they are eligible to a 50% refund.
- 9.3 If the Applicant finds a full-paying replacement, we will refund the original Applicant 100% of the total entry fee.
- 9.4 If the Applicant withdraws less than 56 days in advance of the Event or during the Event no refund shall be due and the Event Organiser will have no responsibility for any additional costs of repatriation outside the already agreed itinerary.
- 9.5 The Applicant shall be entitled to terminate the Contract by written notice to the Event Organiser if the Event Organiser is in material breach of the terms of the Contract and fails to remedy that breach within 30 days notice in writing from the Applicant. If the Applicant terminates the Contract pursuant to this clause the Applicant shall be entitled to a refund of all Fees paid by the Applicant.
- 10 TERMINATION OF CONTRACT
- 10.1 The Event Organiser reserves the right to terminate the Contract at any time if:
- 10.1.1 The Applicant fails to make any payment due to the Event Organiser promptly and on the due date.
- 10.1.2 The Applicant fails to provide information reasonably requested by the Event Organiser.
- 10.1.3 The Applicant is deemed not suitable to be an Applicant by the Event Organiser at the Event Organiser's sole discretion for any reason, such reasons to include, without limitation, disruptive or difficult behaviour or putting of lives and well-being of himself/herself and/or your team mates at risk.
- 10.2 If the Contract is terminated for any of the reasons set out in this document the Applicant accepts that you will still be responsible for the payment of all Fees on the due date for payment thereof and the Event Organiser will have no responsibility for any additional costs of repatriation outside the already agreed itinerary.
- 11 PROPRIETARY INFORMATION & MATERIALS
- 11.1 The Applicant agrees that all aspects of the business of the Event Organiser and of the Event are the sole and exclusive proprietary information and property of the Event

Organiser and shall not, other than with prior written permission of the Event Organiser or the terms of the Contract, be communicated or divulged to third parties. This includes without limitation, information relating to the Event, the performance of teams, the weather conditions and factual or personal accounts of the Event itself.

- 11.2 Any Event Film made by and using personal or equipment supplied by the Event Organiser or Sponsors is the property of the Event organiser and must be returned to the Event organiser on request.
- 11.3 By this Contract the Applicant hereby assigns to the Event Organiser, absolutely and with full title guarantee, all intellectual and industrial property rights and other rights of a similar nature, which the Applicant may have or may in the future acquire in relation to, or connection with any Media Materials
- 11.4 The Applicant irrevocably and unconditionally waives all rights including moral rights you may have or may acquire in relation to any Media Materials, including the right to be identified as the author or director and to object at any derogatory treatment of any Media Materials.
- 11.5 The Applicant shall ensure that all materials released or prepared by or on his behalf or with your approval in connection with the Event (or which refer to the Event) refers to the Event by its official name.
- 11.6 At the end of the Event the Applicant will make himself/ herself available for publicity, promotional, television, radio appearances and press announcements.
- 11.7 Notwithstanding anything to the contrary in the Contract, the parties agree that this clause 8 shall survive termination of the Contract for any reason.

## 12 PERSONAL SPONSORSHIP

- 12.1 Without prejudice to the generality of the above, you may seek personal Sponsorship for the Event. You may display personal Sponsors' logos, decals, banners or flags but these must conform to those guidelines set out in the Orientation Program issued by the Event Organiser or any other documents issued by us.
- 12.2 Wearing of the Event Sponsors' clothing shall take precedence over personal Sponsors' clothing. The official Event logo and, if requested by us the name and logo of the Event Organiser, must be displayed in the places indicated in the Event Guidelines issued by the Event Organiser or any other document issued by us.
- 12.3 We retain the right to veto any proposed personal Sponsor.

## 13 INHERENT RISKS ASSUMED BY THE APPLICANT

- 13.1 The Applicant acknowledges and agrees that Events can be dangerous and that you undertake the Event at your own risk. Notwithstanding the foregoing there shall be no liability whatsoever upon the Event Organiser or any person in its employment for death or any personal injury or financial loss directly or indirectly incurred by the Applicant by any other reason (save that nothing contained herein shall limit the liability of IGO for personal injury or death caused by its negligence or wilful acts).
- 13.2 We suggest you take out personal travel/medical insurance.

## 14 CANCELLATION OF EVENT

- 14.1 The Event Organiser reserves the right, in the event that it considers necessary to do so, acting reasonably, to cancel the Event or to alter or reduce the course including the starting and finishing point at any time including the time during which the Event may be underway. The sole decision as to the cancellation, alteration or curtailment shall reside with the Event Organiser and in no circumstances shall you have any claim arising from

such cancellation, alteration or curtailment under this clause other than a claim that arises out of any matter which is a reasonably foreseeable consequence of a breach by the Event Organiser or as a result of the Event Organiser's negligence

- 14.2 In the event of the Event failing to start or having started being abandoned before its conclusion or in the event of a team or individual withdrawing from the Event, in each case, by reason of force majeure which shall include (but not by way of limitation) outbreak of hostilities, civil commotion, riot, riotous assembly, storm, hurricane, tempest and other acts of God and other supervening impossibilities not capable of avoidance by the Event Organiser, then the Event Organiser shall not be required to refund any monies received under the Contract, notwithstanding the provisions of any other terms and conditions hereof and the Applicant shall still be liable for the payment of the Fees on the due date for payment thereof.
- 15 **EU GENERAL DATA PROTECTION DIRECTIVE 95/46/EC**
    - 15.1 The Applicant acknowledges that the Event Organiser shall process sensitive personal data within the meaning of our Privacy Policy
- 16 **GOVERNING LAW**
    - 16.1 This Contract is governed by English law and the parties submit to the exclusive jurisdiction of the English courts to settle any dispute arising out of or in connection with this Contract.