Ant Middleton/Challenge The Wild Expeditions Ltd Event Series

Terms & Conditions

DELIVERY:

Included in the cost of the activity is:

Pre-Event:

- Full Health and Safety checks and Risk Assessments.
- Production of personalised Event Management Plan.
- Production of Emergency Management Plan.
- Management of your Event Logistics.
- Production of Event Instructions.

On-Event:

- All Outdoor Activity.
- Fully Qualified Technical Staff.
- All technical equipment.
- Personal activity clothing and equipment.
- Accommodation.
- All meals whilst on the event.
- Parking.
- Insurance.

Post-Event:

- Event photographs.

PARTICIPANTS RESPONSIBILITIES

It is the Participant's responsibility to supply the Challenge The Wild - Expeditions with all necessary information relating to the event. This will include relevant information such as pre-existing medical conditions and dietary requirements.

Any breakages or loss of or damage to property or equipment supplied by the Challenge The Wild - Expeditions (other than due to the Challenge The Wild - Expeditions' own fault) may be charged to the Participant at full replacement cost following the Event.

If any of the participants in the event causes any personal injury or damage to or loss of property or is responsible for any other loss or liability in connection with the event, the Client will indemnify the Challenge The Wild - Expeditions against any loss or damage (including any related costs or expenses) and any third-party claims.

PAYMENT AND CANCELLATION

The participants place on the event is secured once full payment of is received.

All payments are non-refundable.

If a participant can no longer attend, their place can be transferred to an alternative event date.

All sums payable as part of the Price must be paid without any set-off or deduction and are exclusive of any applicable Value Added Tax.

ANT MIDDLETON ATTENDANCE

While every effort will be made to ensure that Ant Middleton attends the event, his attendance cannot be guaranteed and may be subject to change due to unforeseen circumstances, operational requirements or priority professional commitments.

Should Ant Middleton be unable to attend the event for any reason, the event will **continue as planned** and will not be cancelled or postponed solely as a result of his non-attendance. The event will continue to be delivered by a team of **experienced Special Forces operators and seasoned military leaders**, who will lead and facilitate the activities and experiences included within the programme.

In the event that Ant Middleton is unable to attend, each participant will receive a **personalised message from Ant Middleton** and **Ant Middleton merchandise** as an alternative benefit.

By booking a place on the event, participants acknowledge and agree that Ant Middleton's personal attendance is not guaranteed and that his non-attendance, for whatever reason, does not constitute grounds for a refund, cancellation or compensation, provided the event itself proceeds as planned.

FORCE MAJEURE

Challenge The Wild-Expeditions shall not be liable to the Client or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of the Contractor's obligations in relation to the Services, if the delay or failure was due to any circumstances beyond the Contractor's reasonable control (each a “Force Majeure Event”).

Force Majeure Events may include, without limitation; any act of God, inclement weather, fire or flooding, an act of government or state, war, civil commotion or insurrection or embargo, strike, lock-out or other industrial action.

INTELLECTUAL PROPERTY

Any Intellectual Property rights throughout the world in and to any work provided or produced by the Challenge The Wild - Expeditions for the purposes of the Event or otherwise or in connection with the Services will belong exclusively to the Challenge The Wild - Expeditions, but the Client shall be entitled to use any such work (by way of a non-exclusive non-transferable licence) for the purposes of the Event only, unless otherwise agreed in writing with the Challenge The Wild - Expeditions.

The participant will not copy, reproduce, adapt, retain, disclose, make available in any media or offer for sale (directly or indirectly) any materials containing any of the Challenge The Wild - Expeditions' intellectual property rights without the express written consent of the Challenge The Wild - Expeditions.

DATA PROTECTION

Each party warrants and represents that it has made, and undertakes that at all times during the Term it will maintain, any notification and registration required under the Data Protection

Act 1998 (‘DPA’) which relates to the performance of its obligations under this Agreement, and that in the performance of this Agreement it will comply with the DPA.

The Participant warrants and represents that it has obtained and undertakes that at all times during the Term it will obtain, any consent required to be obtained from any data subject (as defined by the DPA) in order to enable the Challenge The Wild - Expeditions to provide the Services in accordance with this Agreement.

The Challenge The Wild - Expeditions undertakes that it will:

only use any personal information provided by the Client for the purpose of organising the Event, unless the Client agrees otherwise; and

have in place appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, the personal data as well as adequate security programmes and procedures to ensure that only authorised personnel have access to the personal data processing equipment to be used to process the personal data, and that any persons it authorised to have access to the personal data will respect and maintain all due confidentiality, including security programmes and procedures which specifically address the nature of sensitive personal data, where necessary.

LIMITATION OF LIABILITY

The Challenge The Wild - Expeditions shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by the Client to the Challenge The Wild - Expeditions which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from the late provision of or failure to provide any relevant information which the Client is required to provide for the purposes of this Agreement, or any other fault of the Client.

Except in respect of death or personal injury caused by the Challenge The Wild - Expeditions negligence (or those of any sub-contractors used for the Event), or as expressly provided in this Agreement, the Challenge The Wild - Expeditions shall not be liable to the Client by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of this Agreement, for any loss of profit or other economic loss (whether direct or indirect) or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence or default of the Contractor, its servants or agents or any sub-Challenge The Wild - Expeditions used for the Event or otherwise) arising out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by the Client, and the entire liability of the Challenge The Wild - Expeditions under or in connection with this Agreement shall not exceed the amount of the Price for the provision of the Services.

Nothing in this Agreement shall operate to exclude or limit the Challenge The Wild - Expeditions liability for death or personal injury caused by the Challenge The Wild - Expeditions or its sub-Challenge The Wild - Expeditions negligence, fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or restricted.