

Westmead Medical Research Foundation
Presents
THE MOVE MOVEMENT CHARITY CHALLENGE NEW ZEALAND 2011
in conjunction with Untamed Adventures Pty Ltd

TERMS AND CONDITIONS

1 DEFINITIONS

- (a) **Charity Challenge 2011** means The Move Movement Charity Challenge New Zealand 2011 organised by WMRF in conjunction with UA.
- (b) **UA** means Untamed Adventures Pty Ltd ABN 11 128 886 680.
- (c) **WMRF** means Westmead Medical Research Foundation ABN 89 050 329 925.
- (d) **WMRF Bank Account** means the bank account nominated by WMRF from time to time for the purposes of the Charity Challenge 2011.

2 ACCEPTANCE AND AGREEMENT

In the event that your application to participate in the Charity Challenge 2011 has been accepted, you acknowledge that you have read and understood these Terms and Conditions and that you agree to accept and be bound by them.

3 CHARITY CHALLENGE 2011 ARRANGEMENTS

All travel, accommodation and activity arrangements for the Charity Challenge 2011 shall be determined jointly by WMRF and UA, in their sole discretion.

4 CANCELLATION OF CHARITY CHALLENGE 2011

- (a) You acknowledge that if there are too few participants in the Charity Challenge 2011 as determined by UA in its unfettered discretion, UA may cancel the Charity Challenge 2011 at any time prior to the departure date.
- (b) If the Charity Challenge 2011 is cancelled in accordance with clause 4(a), you will:
 - (i) receive a refund of all amounts paid to UA in respect of travel and accommodation costs; and
 - (ii) ensure that all funds raised on behalf of WMRF are immediately deposited into the WMRF Bank Account.

5 DOCUMENTATION AND LEGAL COMPLIANCE

- (a) You are responsible for obtaining all necessary immunisations, visas and any other necessary documentation you require to participate in the Charity Challenge 2011 at your own cost.
- (b) You agree to comply with all laws regarding, but not limited to, immigration, customs and foreign exchange regulations of New Zealand whilst participating in the Charity Challenge 2011.

6 ELIGIBILITY TO PARTICIPATE

To be eligible to participate in the Charity Challenge 2011, you must::

- (a) complete the Booking Form and return it to WMRF;
- (b) accept these Terms and Conditions;
- (c) receive notification from WMRF and UA that your application has been accepted;
- (d) receive an authority to fundraise issued by WMRF;
- (e) raise a minimum of \$5,000 by conducting fundraising appeal/s; and
- (f) make the payments specified in clause 7 by the due dates as detailed in the Payment Schedule.

7 PAYMENT

- (a) You must pay the following amounts to WMRF by the due dates and in the method described in the Payment Schedule:
 - (i) a non-refundable booking fee of \$2,500 (inclusive of GST) (this amount will be deducted from the total tour cost of \$5,000 (inclusive of GST); and
 - (ii) a final payment of \$2,500 (inclusive of GST) for the remaining costs of the Charity Challenge 2011.
- (b) All proceeds from any fundraising appeal/s you conduct are to be paid directly into the WMRF Bank Account by the due date and in the methods described in the Payment Schedule and in any event within seven (7) days after completion of each fundraising appeal.
- (c) If you do not meet the financial obligations specified in this clause 7 by the due dates for payment, you will be ineligible to participate in the Charity Challenge 2011 and clauses 19(b), 19(c) and 19(d) will apply.

8 PRICES AND EXTRAS

- (a) The total cost of \$5,000 (inclusive of GST) referred to in clause 7(a) includes all specialist equipment supplies, administration and tour arrangements ex Sydney for the Charity Challenge 2011, but does not include the following:

- (i) costs for inoculations, passports, visas and airport taxes, where required, additional stopovers (if not departing from Sydney), postage, food not included on itinerary, laundry, emergency evacuation charges, excess baggage charges, tips or any pre or post Charity Challenge 2011 arrangements;
 - (ii) personal prescribed medical requirements, personal equipment and clothing; and
 - (iii) travel insurance to cover cancellation conditions and other unforeseen circumstances, in accordance with clause 15.
- (b) The costs of the Charity Challenge 2011 are based on ground costs, airfares and exchange rates at the time you make the application and may be subject to fluctuations. UA reserves the right to increase these costs without notice at any time up to and including the day of departure in the event of, but not limited to, exchange rate fluctuations, increases in fuel costs, airport charges, airfares or increases in ground operator service fees.

9 AUTHORITY TO FUNDRAISE

- (a) You acknowledge that you are conducting a fundraising appeal/s on behalf of WMRF and that WMRF is the recipient of all fundraising proceeds you raise in connection with or arising from the fundraising appeal/s you conduct.
- (b) In accordance with charitable fundraising/collections laws, and subject to WMRF approving your application to conduct a fundraising appeal/s on its behalf, WMRF will issue you with a registered authority to fundraise. Your authority to fundraise registration number will be included in your welcome pack.
- (c) You are not permitted to conduct any fundraising appeal prior to being issued with an authority to fundraise by WMRF and you acknowledge that it is an offence to conduct an unlawful fundraising appeal.
- (d) WMRF may, in its sole discretion, deny or withdraw any application to conduct a fundraising appeal/s at any time.
- (e) The authority to fundraise will be valid for the period from 1 January 2011 to 1 October 2011 (both dates inclusive), unless WMRF terminates or withdraws the fundraising authority earlier for any reason.

10 PROCEEDS OF FUNDRAISING APPEAL

- (a) All proceeds raised during a fundraising appeal on behalf of WMRF are to be transferred directly to the WMRF Bank Account, including any amounts in excess of the \$5,000 target amount.
- (b) In accordance with charitable fundraising/collections laws, you must maintain accurate records of income and expenditure associated with the fundraising appeal/s.
- (c) You must take all reasonable steps to ensure that any expenses you incur in connection with or arising from conducting the fundraising appeal/s do not exceed a fair and reasonable proportion of the gross proceeds received from

the fundraising appeal/s. (For further information, refer to Office of Liquor, Gaming & Racing authority conditions.)

- (d) All accounts, statements and reports must be made available to WMRF upon request.
- (e) You are solely responsible for complying with the charitable fundraising/collections legislation in respect of all record keeping, reporting and management of the proceeds of the fundraising appeal/s you conduct.
- (f) If you become ineligible to participate in the Charity Challenge 2011 pursuant to clause 6, or you cancel your booking, you must deposit all proceeds of your fundraising appeal/s immediately into the WMRF Bank Account, irrespective of the amount or if the \$5,000 fundraising target has been met, and you must provide WMRF with a copy of each remittance form and a statement of income and expenditure within 30 days of the non-completion or cancellation.

11 TAX DEDUCTIBILITY

- (a) A donor who makes a donation of \$2.00 or more is eligible to receive a tax-deductible receipt issued by WMRF.
- (b) Tax-deductible receipts will only be issued by WMRF upon receipt of:
 - (i) the donation; and
 - (ii) the following details of the donor:
 - (A) title, first name and family name;
 - (B) address;
 - (C) phone number; and
 - (D) donation amount.
- (c) All receipts are to be issued by WMRF only.
- (d) The costs of participating in the Charity Challenge 2011, including the booking fees, taxes, medical costs, etc, are not tax-deductible.

12 FUNDRAISING ACTIVITIES

- (a) All fundraising appeal/s, including marketing and advertising, are to be conducted in your name and are your sole responsibility.
- (b) You must obtain the prior written approval of WMRF to use, display or affix any WMRF logo or any of its names, including "The Move Movement Charity Challenge New Zealand 2011", to any marketing or promotional material associated with your fundraising appeal/s.
- (c) WMRF must be identified as the beneficiary of the proceeds of the fundraising appeal/s and all promotional, marketing or other materials or products used for or associated with the fundraising appeal/s must be endorsed with WMRF's registered charity number "CFN 16180".
- (d) You agree to conduct all fundraising appeal/s:

- (i) in accordance with all applicable federal and state/territory charitable fundraising/collections laws;
 - (ii) in accordance with any conditions contained in the authority to fundraise issued to you by WMRF; and
 - (iii) in a manner that represents WMRF appropriately and which upholds WMRF's mission and image.
- (e) You are permitted to use The Move Movement website, located at www.themovement.com.au, as a platform to conduct fundraising appeal/s on behalf of WMRF. This platform must not be used to raise funds to cover the costs of participating in the Charity Challenge 2011, including the booking fees or any other incidental costs.

13 FUNDRAISING INSURANCES AND PERMITS

- (a) You are solely responsible for obtaining any and all necessary insurance, consents, permits, licences and authorisations required by:
- (i) any state/territory, local or other authority or proprietor of any property at or in which the fundraising appeal is to be conducted; or
 - (ii) any state/territory, local, statutory or other authority to conduct the fundraising appeal/s.
- (b) You are solely responsible for obtaining any necessary public liability insurance that may be required to conduct your fundraising appeal or a particular fundraising activity.

14 HEALTH AND FITNESS REQUIREMENTS

- (a) You warrant that:
- (i) at the time of booking yourself into the Charity Challenge 2011 you are in good health and mental and physical fitness having regard to the destination and activities to be undertaken in the Challenge;
 - (ii) you have disclosed to WMRF and UA every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably to be aware of, that is relevant to WMRF and UA accepting your application;
 - (iii) you will disclose, by notification in writing, to WMRF and UA any adverse change in your health or mental or physical fitness that will, or is likely to, affect WMRF's and UA's acceptance of your application; and
 - (iv) if you fail to make the disclosure required pursuant to clause 14(a)(iii), WMRF and UA are not liable, except to the minimum extent permitted by law, for personal injury, death or property loss or damage incurred by you.

- (b) You acknowledge that the warranties contained in this clause 14 commence from the time your application is accepted by WMRF and UA and continue for the duration of the Charity Challenge 2011.

15 TRAVEL INSURANCE

- (a) UA requires you to obtain comprehensive travel insurance which is to cover:
 - (i) emergency casualty evacuation; and
 - (ii) compensation for loss or damage to property.
- (b) The cost of insurance is in addition to the payments referred to in clause 7. You must decide what supplementary cover you require and provide proof of insurance as outlined in the Booking Confirmation Form.

16 CANCELLATION AND AMENDMENT BY APPLICANT

- (a) If you wish to cancel your involvement in the Charity Challenge 2011, you must notify WMRF and UA in writing or by email and the following charges will apply:
 - (i) for the land component of the Charity Challenge 2011:
 - (A) cancellations made more than 60 days prior to the departure date of the Charity Challenge 2011 will incur a 20% cancellation fee on the final payment of \$2,500;
 - (B) cancellations made between 60-30 days prior to the departure date of the Charity Challenge 2011 will incur a 50% cancellation fee on the final payment of \$2,500; and
 - (C) cancellations made less than 30 days prior to the departure date of the Charity Challenge 2011 will be charged a 100% cancellation fee on the final payment of \$2,500;
 - (ii) for the flight component of the Charity Challenge 2011:
 - (A) a cancellation will result in you forfeiting 100% of the cost of the flights; and
 - (B) any amendment will incur a \$100 fee plus any fare difference.
- (b) Amendments to either the land or flight components of the Charity Challenge 2011 requested within 24 hours prior to the departure date of the Charity Challenge 2011 are not permitted.
- (c) Name changes are not permitted.
- (d) You are liable to pay any and all cancellation or amendment charges that may

be imposed by any third party provider and which are incurred as a result of you cancelling or amending your booking.

17 ASSUMPTION OF RISK

You acknowledge that:

- (a) the enjoyment and excitement of the Charity Challenge 2011 is derived in part by activities involving risks beyond the safety of life at home, work or compared with conventional holidays;
- (b) third party providers may be managing and operating the Charity Challenge 2011 and any right of action you may have would be against the third party provider and not against WMRF or UA;
- (c) you accept all the inherent risks of the Charity Challenge 2011 that may be presented by any associated or ancillary activities;
- (d) you have read and understood all activities and instructions specified by UA; and
- (e) failure to comply with any instructions given by UA may prejudice other parties and may result in or be connected with the other party suffering consequential losses and expenses for which you are liable.

18 INDEMNITY

- (a) You waive any and all claims that you may now or in the future have against WMRF, UA and their officers, employees, agents and representatives and release from all liability and agree not to sue WMRF, UA and their officers, employees, agents and representatives for any personal injury, death, property damage or loss sustained by you as a result of or arising in connection with your participation in the Charity Challenge 2011.
- (b) You release WMRF, UA and their officers, employees, agents and representatives from all costs, liability, loss or damage incurred or suffered by you directly or indirectly resulting from your personal injury, illness or death or damage to loss of property arising during, as a result of or in connection with your participation in the Charity Challenge 2011, unless caused by any negligent or wilful act or omission of WMRF, UA or their officers, employees, agents and representatives.
- (c) You indemnify and keep indemnified WMRF and UA from and against all claims, demands, actions, suits, proceedings, expenses, loss and damage of any nature whatsoever which WMRF or UA may suffer or incur as a result of or in connection with any act or omission by you.

19 TERMINATION BY WMRF

- (a) If you breach any of these Terms and Conditions and, if such breach is capable of remedy, the breach is not remedied to the reasonable satisfaction of WMRF within a period of seven (7) days after WMRF gives you written notice to remedy the breach, WMRF may terminate your participation in the

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Charity Challenge 2011 effective immediately.

- (b) If your participation in the Charity Challenge 2011 is terminated pursuant to clause 19(a), you must ensure that the proceeds of all fundraising appeals conducted on behalf of WMRF are deposited into the WMRF Bank Account:
 - (i) where the proceeds are received by you prior to the date of your termination, within seven (7) days of your termination by WMRF; and
 - (ii) where any proceeds are received by you after the date of your termination, within seven (7) days of receipt of those proceeds.
- (c) Within seven (7) days of the date of your termination, you must return to WMRF:
 - (i) your authority to fundraise;
 - (ii) any identification badges issued to you by WMRF; and
 - (iii) all promotional and advertising materials containing WMRF logos or references to the Charity Challenge 2011.
- (d) You acknowledge that if WMRF terminates your participation in the Charity Challenge 2011 you will incur cancellation charges as detailed in clause 16, as if the termination was a cancellation by you of your participation in the Charity Challenge 2011.

20 NO ASSIGNMENT

This agreement applies to you solely and you shall not assign the benefit of this agreement to any other person without the prior written consent of both WMRF and UA.

21 PROPER LAW

This Agreement shall be governed and construed in accordance with the laws in force in New South Wales for the time being and the parties hereby submit to the exclusive jurisdiction of the courts of that State.

22 COPYRIGHT

Copyright of this brochure remains vested in WMRF, whose registered office is situated at Level 3, Daher Centre, 163 - 171 Hawkesbury Road, Westmead NSW 2145 | PO Box 74, NSW, 2145, Australia.

