



TERMS & CONDITIONS

Updated April 2020

1 AGREEMENT

- 1.1 Mountains and Marathons Pty Ltd (ACN 6230995070) and its subsidiaries, affiliates, and related companies including, but not limited their respective directors, officers, employees, subcontractors, suppliers, agents, guides, volunteers, independent contractors, representatives, owners, insurers, successors, and assigns (individually and collectively, "**Mountains and Marathons**", "**we**", "**our**", "**us**")
- 1.2 Any reference in this Agreement to the singular includes the plural, to any gender includes all genders, to any act or statute includes any Act or statute which supersedes, replaces or modifies any earlier Act or statute, to persons includes all bodies and associations both corporate and incorporated and vice versa. Paragraph headings are for reference purposes only and all references to clauses are to clauses in this Agreement unless otherwise specified.

2 INTERPRETATION

- 2.1 In these Terms and Conditions:

"**Agreement**" has the meaning in Clause 1.1

"**Activities**" means the activities and services that Mountains and Marathons will be providing, arranging, or organizing on your behalf depending on your chosen Program which may include but is not limited to leadership coaching leadership training, life coaching, mindset coaching, fitness coaching, nutrition coaching, facilitation services, transportation, running, hiking, mountaineering, camping, cooking, recovery activities such as massage or stretching, swimming, sightseeing or touristic activities.

"**Business Day**" means 9:00AM – 5:00PM Monday to Friday, excluding Saturdays, Sundays and public holidays in Victoria, Australia.

"**Intellectual Property**" means all intellectual or industrial property rights (whether or not registered), including, without limitation, patents, copyright, moral rights, trade names, trademarks, logos, systems, circuit layout, designs, software, domain names, trade secrets, know how, novel travel offerings and confidential information.

“Material” means any information, data, source codes, drawings, content, text or images in any form (whether visible or not), audio recordings, video recordings, lists, sound, video, links, layout, look and feel, control features and interfaces contained on the Site, Products or Services, or otherwise displayed, uploaded or published on, or via, the Site.

“Member” means the person or legal entity listed on the purchase invoice or sales document and includes anyone acting on their behalf or with their express or implied authority.

“Program” means the Leadership Program with all its components and any other services you purchase from Us pursuant to payment in accordance with these terms and conditions.

“Retreat” means the travel or organised tour you will undertake with Us, pursuant to payment in accordance with these terms and conditions.

“Services” means the services and Activities listed or advertised on the Site or in any other form, for sale or otherwise.

“Site” means the website located at www.mountainsandmarathons.world.

“You” or **“your”** means the person or entity accessing and using the Site or engaging us to provide Services.

3 PRICING & SURCHARGES

- 3.1 All prices listed on the Site are indicated in one of the following currencies: AU\$ (Australian Dollars), \$ (US Dollars), EUR (Euros) and include GST (unless otherwise specified).
- 3.2 To the maximum extent permitted by law, we reserve the right to refuse a sale to any person for any reason whatsoever.
- 3.3 Our prices are subject to change. This means our Program prices may vary at any time in accordance with demand, market conditions and availability. Members on the same Program may have been charged different prices. Any reduced pricing or discounts that may become available after you have paid your deposit will not apply.
- 3.4 The Program fees will cover:
 - (a) Leadership coaching for the duration of the Program (to be delivered on an individual basis and in a group setting);
 - (b) Fitness coaching for the duration of the Program (*not applicable to REIGNITE Programs*);
 - (c) Nutrition coaching for the duration of the Program (*not applicable to REIGNITE Programs*);
 - (d) Multi-day international Retreat facilitated by Mountains and Marathons, including all necessary accommodation, food and transport;

(e) Marathon registration or mountain trek guides.

3.5 Additional Expenses

There will be additional expenses required as part of the program, which may include flights, fitness gear, hiking gear, supplements, physiotherapy, massage treatments, vaccinations, travel related health procedures, personal travel expenses and travel insurance for which you will be wholly responsible for payment.

4 DEPOSIT REQUIREMENT

4.1 You are required to pay a non-refundable deposit of 20% of the total amount owing, per person, per Program, in order to confirm your registration in the Program. Different deposit amounts may be required for different Programs. Changes to the deposit amount can be made on an individual basis, at discretion of Mountains and Marathons.

5 ACCEPTANCE OF REGISTRATION AND FINAL PAYMENTS

5.1 If we accept your registration we will issue a confirmation invoice for the amount of either the deposit or the full payment. A contract will exist between you and us from the date we issue the confirmation invoice.

5.2 Payments may be made in full upon registration or made by three (3) or five (5) instalments. Other payment plans may be arranged at the discretion of Mountains and Marathons. Any payment plan has to be confirmed, in writing, on or before the time of registration.

6 CANCELLATION BY THE MEMBER

6.1 You have the right to withdraw your Registration within 48 hours after it's confirmation in written or verbal form and, if applicable, will be refunded any payments made by you.

6.2 A cancellation of some or all portions of your Program will only be effective when we receive written confirmation of the cancellation. If you cancel a Program:

- (a) the 20% deposit is non-refundable;
- (b) if you elected to pay in instalments, no instalment fees that have already been paid will be refunded; and
- (c) if you elected to pay the full Program price upfront, you will be refunded [60%, 40%, 20%] of the total amount in case of cancellation by the end of Program week [6, 10, 14], respectively. No refunds will be made for cancellations after the end of Program week 14.

6.3 You are strongly advised to take out cancellation insurance at the time of registration which will cover cancellation fees.

7 CANCELLATION BY US

- 7.1 We may cancel a Program at any time prior Program start date, subject to clause 6. We may cancel a Retreat at any time prior to Retreat start date if, due to terrorism, natural disasters, political instability or other external events that are not within our control and do not make it viable for us to operate the planned Retreat.
- 7.2 In the event that there are an insufficient number of Members registered in order to run a Program and as a result the Program must be cancelled, you will be entitled to a full refund or a transfer to another Program.
- 7.3 If we cancel your Program before the end of Program week 12, you can transfer amounts paid to an alternate Program or receive a full refund. If we cancel your Program after the end of Program week 12, we will retain the 20% deposit and refund any other fees.
- 7.4 In circumstances where the cancellation is due to external events outside our reasonable control, refunds will be less any unrecoverable costs. We are not responsible for any incidental expenses that you may have incurred as a result of your registration including but not limited to visas, vaccinations, travel insurance or non-refundable flights.

8 REGISTRATION AMENDMENTS

- 8.1 If you wish to transfer from one Program to another you must notify us at least 14 days prior to the proposed Program start date. You will be responsible for any charges levied by accommodation providers or ground operators. Please note that any price difference between the original Program and the Program that you wish to transfer into will be borne by you. Transfer after a Program has commenced is only possible under exceptional circumstances. You will need to provide a written request. We retain absolute discretion as to whether such requests are granted.
- 8.2 If you wish to transfer your Registration to a third party you must notify us at least 14 days prior to the proposed Program start date. Any third party's acceptance into the Program is solely at the discretion of Mountains and Marathons. Transfers to a third party are only permitted where the transferee meets all the requirements in relation to the Program and such transfer is dependent on the availability of Programs.

9 PASSPORT AND VISAS

- 9.1 You must carry a valid passport and have obtained all of the appropriate visas, permits and certificates for the countries which you will visit during your Program. Your passport must be valid for 6 months beyond the duration of the Event. It is your sole responsibility to ensure that you are in possession of the correct visas, permits and certificates for your Event. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or other travel documentation.

10 TRAVEL INSURANCE

- 10.1 Travel insurance is mandatory for all Members and should be taken out at the time of registration. Your travel insurance must provide cover against personal accident, death, medical evacuation, medical expenses and emergency repatriation with a minimum coverage of USD \$250,000 for each of the categories of cover. We strongly recommend that you take out travel insurance which provides for USD \$500,000 of coverage. We also strongly recommend it covers cancellation, curtailment, personal liability and loss of luggage and personal effects. You must provide proof of your travel insurance at least 14 days before the start date of your Retreat; you will not be able to join the Retreat without it.

11 FLEXIBILITY

- 11.1 You appreciate and acknowledge that the nature of this type of Program requires considerable flexibility and you should allow for alternative delivery of services as the situation requires. The structure provided for each Program is representative of the types of activities contemplated, but it is understood that schedules, delivery modes and other aspects of the Program may be subject to alteration without prior notice due to local circumstances or events.

12 CHANGE OF PROGRAM

- 12.1 While we endeavour to operate all Programs as described we reserve the right to change the Program plans and Retreat itineraries.
- 12.2 We reserve the right to change the itinerary of a Retreat after the Retreat start date due to local circumstances or events outside of our control. In such emergency circumstances the additional cost of any necessary itinerary alterations will be covered by you. Please note we are not responsible for any incidental expenses that may be incurred as a result of the change of itinerary such as visas, vaccinations or non-refundable flights.

13 AUTHORITY ON THE RETREAT

- 13.1 Our Retreats are facilitated by the leadership coaches of the program and their assistant(s). The decision of the group leaders is final on all matters likely to affect the safety or well-being of any Member or staff member participating in the Program. If you fail to comply with a decision made by a group leader, or interfere with the well-being or mobility of the group, the group leader may direct you to leave the Retreat immediately, with no right of refund. We may also elect not to carry you on any future Programs. You must at all times comply with the laws, customs, foreign exchange and drug regulations of all countries visited.

14 OPTIONAL ACTIVITIES

- 14.1 Optional activities not included in the Program price do not form part of the Program or this contract. You accept that any assistance given by your group

leader or local representative in arranging optional activities does not render us liable for them in any way. The contract for the provision of that activity will be between you and the activity provider.

15 HEALTH, SAFETY & MEDICAL

15.1 You give the following acknowledgments and warranties:

- (a) To the best of my knowledge, I am in sufficient physical health to enable me to participate in all of the Activities that form part of my Program.
- (b) I am aware that the physical exertion required to participate in the Activities can activate or aggravate pre-existing injuries, conditions, or congenital defects.
- (c) I should seek medical advice if I have the prior knowledge or suspicion that my physical condition may be incompatible with the Activities.
- (d) I acknowledge that I am required to wear approved safety equipment while participating in certain Activities. I am aware that there are guides and instructors available to answer any questions I may have as to the proper use of any equipment.
- (e) I will undertake all recommended vaccinations for the destination/s to which I am travelling before the Retreat, a list of which can be found on the website of the World Health Organisation (WHO).

16 ACCEPTANCE OF RISK

16.1 You acknowledge that the nature of the Retreat involves a degree of personal risk. You may be visiting places where the political, cultural and geographical attributes present dangers and physical challenges greater than those present in your daily life. We use information from government foreign departments and reports from our own contacts in assessing whether the Retreat should operate. However it is also your own responsibility to acquaint yourself with all relevant travel information and the nature of your itinerary. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you are aware of the personal risks attendant upon such travel.

17 LIMITATION OF LIABILITY

17.1 We contract with a network of companies and individuals to assist in the running of our Programs. While we may act as an agent for these third parties, we are not responsible for the acts and omissions of these third parties.

17.2 To the fullest extent permitted by law:

- (a) any liability for any loss, death, injury or damage which you may suffer (directly or indirectly) in connection with or arising out of your participation in a Program, is excluded;

- (b) you release us and our officers, employees, agents and representatives from any liability and expressly waive any claims you may have against us arising out of or in connection with your participation in a Program; and
- (c) any condition or warranty which would otherwise be implied by law into this Agreement (Implied Warranty), is excluded.
- (d) To the extent an Implied Warranty cannot be excluded, our liability in respect of the Implied Warranty is limited to (in our absolute discretion): (i) the provision of a similar Program to an equivalent value; or (ii) a refund of the total amount received by us from you in connection with your registration.
- (e) Any claim by you is excluded to the extent that it is for indirect or consequential loss, loss of profits or economic loss, however it arises, or for indirect, special, punitive or exemplary damages.

18 PRIVACY & PROMOTIONAL

- 18.1 You consent to us using images of you taken during the Program for advertising and promotional purposes in any medium we choose. You grant us a perpetual, royalty-free, worldwide, irrevocable licence to use such images for publicity and promotional purposes.
- 18.2 We are committed to protecting your privacy and personal information because of our legal and ethical commitment to comply with relevant law and more importantly, because we know that you care how information about you may be used and shared. Further details about our practices relating to the collection, use, disclosure and storage of your personal information are available in our Privacy Policy.

19 GENERAL

- 19.1 We reserve the right to make changes to this Agreement without notice to you. Any amendments to this Agreement will have immediate effect from the time that they are published on the Site.
- 19.2 Although we do our best to provide the most up-to-date information on the Site as it becomes available, we cannot warrant the accuracy or completeness of the information provided.
- 19.3 Any provision of this Agreement which is void or unenforceable may be severed from this Agreement without affecting the enforceability of other provisions.
- 19.4 A failure or delay by us to exercise a power or right under this Agreement does not operate as a waiver of that power or right, and the exercise of a power or right by us does not preclude our future ability to exercise that or any other power or right.

19.5 This Agreement is governed by, and must be construed according to, the law of the State of Victoria, Australia and the parties submit to the exclusive jurisdiction of the courts in that State.