

THE HUNGER PROJECT AUSTRALIA TERMS AND CONDITIONS

THE PROGRAM AGREEMENT

Terms and Conditions for the Immersion & Leadership Program to Uganda (the “Program”) beginning 28th October (“Commencement Date”) and ending 2nd November 2018 (together, the “Agreement”).

In completing and submitting the Application Form, you agree to be bound by this agreement between The Hunger Project Australia ABN 45 002 569 271 (“THPA”, or “us”), and you (“the Participant”). This agreement is to be effective unless varied in writing and signed by a person so authorised by THPA.

- 1) **How to Apply:** To participate in this Program, you must first read the Program Overview for details relating to Fundraising Targets, On-Ground Costs and Program Deposits. You can request this from thpa@thp.org Complete the application form including questions and submit this to THPA. Upon receipt of your application, THPA will contact you to discuss the Program. Both parties reserve the right to withdraw or decline the application during this process. In joint agreement to proceed, your participation in the Program will be advised in writing, at which point you must pay a non-refundable Program Deposit of AU\$1000. This deposit will be held towards your On-Ground Costs. If you apply less than 60 days prior to the departure date, you must pay the full On-Ground Costs of AUD\$3,500 immediately upon acceptance.
- 2) **Payments and Fundraising:** Eligibility to take part in this Program is contingent upon you raising the minimum Fundraising Target of AU \$10,000. The balance of your Fundraising Target must be received no later than 2 weeks prior to the departure date. The On-Ground Cost must be paid 60 days before departure. Failure to lodge the Fundraising Target on or before the required date will render you ineligible to participate in the Program, and you will forfeit in full the Program Deposit

paid to THPA. All funds raised in the name of THPA are non-refundable, and THPA reserve the right to refuse your Application to participate in the Program for non-compliance with this requirement.

- 3) **On-Ground Costs and Final Payment:** You will be required to pay a total amount of AUD \$3,500 for On-Ground Costs as described in the Program Overview to participate in the Program. On-Ground Costs include but are not limited to; transport and fuel in the program country, accommodation for the Program dates only, workshop facilitation and workshop materials, Program staffing costs, group meals as outlined in the Itinerary, airport transfers in the program country and for program dates only. The On-Ground Costs exclude return airfares, travel insurance, vaccinations, a visa to enter the Program Country, in-room hotel charges, spending money and airport transfers if extending your stay beyond the Program dates.
- 4) You will be required to pay a non-refundable Program Deposit of AU\$1000 at the time of being accepted into the Program. This deposit will be held against your On-Ground Costs. You will be invoiced to pay the full On-Ground Costs 60 days before your departure.
- 5) **Travel Insurance:** Travel Insurance is compulsory for all Participants in a Program. 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 Program. You must carry proof of travel insurance with you, and produce it if reasonably requested by THPA, its employees and agents. THPA reserves the right to cancel or suspend your participation in a Program, at any time including at or after the commencement of the Program, with no right of refund, if you are unable to provide

- proof of travel insurance when requested.
- 6) **Health:** You must ensure that you are aware of any health requirements for your travel and ensure that you carry all necessary vaccination documentation. You are also responsible for obtaining any medications and agree to follow any medical advice provided to them during the course of the Program. Please check with your local doctor or specialist travel vaccination clinic. To participate in the Program you must be in full health and have disclosed any relevant medical conditions to THPA. The Participant further agrees to discuss any medical conditions (if existing) with a physician to confirm whether you are fit to travel. Due to the remoteness of THPA's Program Areas you must be able to walk, unaided, for a minimum of 5km, at a reasonable pace in order to participate in this Program.
 - 7) **Passports & Visas:** All Participants must have a valid passport for international travel. Many countries require passport validity at least 6 months validity from the date of return. All expenditures incurred as a result of such documents not meeting the requirements will be your sole responsibility. It is your responsibility to ensure you obtain the appropriate visa, THPA will direct you however all costs associated with obtaining a visa is to be paid by you.
 - 8) **Cancellations by You:** If you wish to cancel your participation in this Program, you must notify THPA in writing. The following charges will apply: You will automatically forfeit your Program Deposit (AUD\$1000) as paid. THPA will refund you any remaining On-Ground Costs paid by you, if cancelled more than 8 weeks from Program Commencement.
 - 9) **Cancellations by THPA:** If there are too few participants on your Program or if there are other reasons that the Program should not proceed as scheduled, THPA may cancel or reschedule the Program, and reserve the right to offer you alternatives. If the Program is cancelled, and any alternatives offered are not suitable, you will be refunded any On-Ground monies paid to THPA excluding the Program Deposit. In the event that your chosen Program is cancelled and you are given the option of transferring to another Program, these transferred Programs must be taken within 12 months, or your place on the Program will be forfeited.
 - 10) **Trip Briefings:** The information about trips given in trip meetings and Pre-Departure Information are subject to change. It is your responsibility to be up-to-date and review any Pre-Departure Information provided by THPA.
 - 11) **Travel Advice:** For travel advice, please visit the Department of Foreign Affairs and Trade (DFAT) website at www.smartraveller.gov.au, and register with them. THPA agrees to monitor the risks associated with traveling to the program country and agrees to keep you apprised of any updates or changes to the program due to safety and security. THPA will register the group with DFAT one-month prior to departure.
 - 12) **Acknowledgment of Responsibility:** The Participant agrees:
 - a) To follow all safety and security guidance provided by THPA,
 - b) To inform a THPA staff member of their whereabouts at all times during the Program;
 - c) That any breach on their part of this Agreement may result in THPA suspending and/or terminating his or her participation in the Program, with the Participant bearing all associated liabilities;
 - d) That they are aware of and clearly understand that should accident or onset of illness require rapid evacuation or medical attention THPA or The Hunger Project (THP) or any of its program country offices will not have liability regarding the provision of a medical car, the adequacy of any care that may be rendered and/or the costs incurred therein. The Participant understands that THPA will use their best efforts to ensure that all reasonable measures are taken to avoid such occurrences;
 - e) To provide THPA with the name and contact details of their next of kin in case of emergency, and declare that their next of kin will be contactable at all times during the course of the Program.
 - 13) **Intellectual Property:** THPA (in its capacity as an affiliate of THP) is the owner of all intellectual property rights (including moral rights) in the Program, including but not limited to, the materials shared through the Program briefings and the Program's Vision, Commitment and Action workshops, and any

and all other material and information shared with the Participants in preparation for and/or in the course of the Program (collectively, “THP’s Work”). THPA does not permit any: (a) use; (b) reproduction; (c) publication; (d) communication; (e) distribution; (f) and/or display of THP’s Work, whether in whole or part, without prior written approval from THPA, unless solely for personal and individual utilisation. Prior written approval, which will not be withheld unreasonably, may be sought by contacting THPA Head of Programs, via thpa@thp.org or (02) 9222 9088.

- 14) If, for personal and individual utilization (including use on social media and internet websites), THP’s Work is used in the manner described above, it must be credited to THPA and utilised in a manner aligned with the THP Pillars and the ethos of THPA. Any intellectual property generated through your participation in the Program is owned exclusively by THPA and you agree to assign any and all intellectual property rights connected with the Program that may vest in you from time to time to THPA and to take any further steps necessary, including the execution of any documents, requested by THPA, to perfect THPA’s title in these intellectual property rights.
- 15) Each Participant is to abide by the guidelines communicated to the Participants in the briefing(s) conducted prior to and during the Program by THPA staff. If, for any reason, the THPA staff member directing the Program feels that any Participant(s) is causing a disruption, interferes with the successful and timely conducting of the Program, presents a risk to themselves or other members of the Program or behaving in an untoward manner, THP reserves the right to remove any such person(s), at their own expense, with no redress to THPA.
- 16) **Media and Child Protection Policy:** All photographs, videos and content obtained through and/or during the Program (collectively, “THP Media”) may be used in the manner described above for personal and individual utilization (including use on social media and internet websites) and must be credited to THPA and utilised in a manner aligned with the ethos of THPA and the THP Pillars. THP’s Program Partners, and

particularly, Program Partners who are children, should be portrayed in a manner aligned with THPA’s ethos, which includes (but not exclusively) portraying them: (a) honestly; (b) respectfully; (c) in a way that keeps them safe; (d) and in a way that tells the story of (i) THP’s values, (ii) aid and development effectiveness and (iii) developing countries. Where possible, the Participant will: obtain the consent of the Program Partners; and record the names of the Program Partners and the location at which the THP Media is captured before capturing them in any THP Media, to protect the context and integrity of the THP Media and the Program Partners portrayed in THP Media.

- 17) **Image and Likeness:** You grant THPA the right to take photographs and videos of you and your personal effects in connection to your participation on a Program. You authorise THPA, its assigns and transferees to copyright, use and publish your image and likeness in print and/or electronically for marketing purposes, and the like.
- 18) **Agency:** THPA does not act as a Travel Agency. THPA is responsible to make travel bookings within the Program Country on your behalf and to arrange relevant contracts between you and 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 with THPA.
- 19) **Release and Waiver of Liability:** In consideration of THPA accepting your application, and in consideration of you being permitted by THPA to participate in the Program: you waive any and all claims you may now or in the future have against THPA, any promoter, sponsor or supporter, 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 Program, other than that

caused by the reckless conduct or willful act of the promoters. You acknowledge that during the Program, you may be exposed to a variety of risks, foreseen and unforeseen, which are inherent when travelling internationally. In doing so you 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 behavior, 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 that 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. The Participant understands that Injuries and Damages can occur by natural causes or activities of other persons, animals, Participants, Program leaders and assistants and/or third parties, either as a result of negligence or because of other reasons. The Participant understands that risks of such Injuries and Damages are involved in international travel, such as with the Program and THPA, and appreciates that he or she may have to exercise extra care for his or her own person and for others around them in the face of such hazards. The Participant accepts that the Program officially begins and ends at the location(s) designated by THPA. Any risks of travel (or otherwise) associated with a Participant's extension of stay are personally borne by the Participant. The Participant understands and agrees that THPA cannot accept any responsibility for additional expenses due to delay or changes in air schedules, itineraries, activity plans, staff availability or other causes. THPA may not be held responsible for any loss or damage to luggage or any personal property. All such

losses or expenses will be the Participant's responsibility.

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 On-Ground Costs. 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 the special nature of your Program. 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 Program. You agree that should you be affected by any sickness, serious injury or other unforeseen circumstance that THPA, 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. The Participant accepts that the Program officially begins and ends at the location(s) designated by THPA. Any risks of travel (or otherwise) associated with a Participant's extension of stay are personally borne by the Participant.

- 20) **Change of arrangements:** You acknowledge that travelling with THPA requires a degree of flexibility, good humour, and an understanding that the itinerary, accommodation, and/or modes of transport may change, even after a program's 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 THPA's control or which simply cannot be foreseen. THPA does not accept any responsibility for loss of enjoyment, delays or

compensation resulting from circumstances beyond THPA's control. THPA reserves the right to change any part, or the whole, of the arrangements contained within the Program plan, should conditions or circumstances beyond our reasonable control determine such action necessary. In such cases, we will use our reasonable endeavors to provide alternatives of the same standard, quality and duration as the original itinerary. You will have the right to cancel your participation in the program, in which case your deposit and funds raised for THPA will be forfeited.

- 21) **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.
- 22) **Privacy Policy:** THPA is committed to protecting your personal information. Our Privacy Policy is available for viewing on our website.

Name _____

Signature _____

Date _____