

THE HUNGER PROJECT AUSTRALIA TERMS AND CONDITIONS

THE PROGRAM AGREEMENT

Terms and Conditions for the Victorian Leadership Immersion Weekend in Marysville, Victoria arriving 25/03/2022 (“Commencement Date”) and departing 27/03/2022 (“Completion Date”) (“Program”) (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”), and you (“the Participant”) as well as THPA’s Fundraising Terms and Conditions as attached and available online via the THPA fundraising website. This Agreement is effective unless amended in writing and signed as authorised by THPA.

- 1) **How to Apply:** To apply for this program you must complete the application form available on the THPA Victorian Leadership Immersion Weekend website. 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 via email, at which point you must pay \$700AUD for the Program within 4 weeks (“Program Fee”). If you apply less than 45 days prior to the commencement date, you must pay the full Program Fee of \$700 AUD within 5 working days from acceptance.
- 2) **Payments and Fundraising:** Eligibility to take part in this Program is contingent upon you raising the minimum fundraising target of \$1,200AUD (“Fundraising Target”). The balance of your funds raised (“Funds Raised”) must be received no later than 2 weeks prior to the Commencement Date. 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 Fee paid to THPA. All funds raised in the name of THPA are non-refundable. THPA reserve the right to refuse your Application to participate in the Program for non-compliance with this requirement.
- 3) **Program Fee:** The Program Fee must be paid 45 days before the commencement of the Program. The Program Fee include but are not limited to; accommodation for the Program dates only, workshop facilitation and workshop materials, and group meals as outlined in the Itinerary. The Program Fee excludes transport to and from the venue, in-room hotel charges, spending money and any accommodation costs if you are extending your stay beyond the Program dates.
- 4) **Health:** 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 have a physician complete the THPA Personal and Medical Details Form disclosing any medical conditions (if existing) to confirm whether you are fit to take part in the Program. You must be able to walk, unaided, for a minimum of 5km, at a reasonable pace in order to participate in this Program. You must ensure that you are aware of any health requirements for the Program. You are also responsible for obtaining any medications and agree to follow any first aid advice provided to them during the course of the Program. THPA bears no liability should a medical matter arise during the Program and you shall be financially responsible for any related medical expenses.
- 5) **Cancellations by You:** If you wish to cancel your participation in this Program, you must notify THPA in writing. The following charges will apply: THPA will refund you any Program Fees paid by you, if cancelled more than 8 weeks prior to the Commencement Date. If cancelled less than 8 weeks prior to the Commencement Date you will forfeit in full the Program Fees paid to THPA, unless such cancellation is notified promptly and is due to force majeure (including due to COVID-19 or is required by other circumstances beyond Your control and which are not preventable by reasonable diligence on Your part
- 6) **Changes and cancellations by THPA:** In the event of circumstances that impact on the delivery of the Program, THPA reserves the right to change, cancel or reschedule the Program subject to this clause 6. Reasons for doing so include but are not limited to force majeure (including due to COVID-19), poor road conditions, weather, vehicle breakdowns or other circumstances beyond THPA’s control and which are not preventable by reasonable diligence on THPA’s part.

- a) THPA reserves the right to change any part, or the whole, of the arrangements contained within the Program plan, for reasons set out above in this clause 6.
 - b) THPA may cancel the Program for reasons set out above in this clause 6 or if there are too few participants in the Program. In the event of cancellation, THPA reserves the right to reschedule the Program or to offer you alternatives of the same standard, quality and duration of the original Program (“Alternative Program”).
 - c) If the Program is cancelled, and no Alternative Program offered is suitable, you will be refunded any Program Fees paid to THPA, but any Funds Raised will be forfeited.
 - d) If the Program is cancelled, and you accept an Alternative Program, the Alternative Program must be commenced within 12 months of the original Program’s Commencement Date, otherwise your place, Program Fees and Funds Raised and received by THPA will be forfeited.
 - e) This clause 6 is subject to clause 16 of this Agreement, as applicable.
- 7) **Pre-weekend information:** The information about the Program provided prior to the Commencement Date is subject to change. It is your responsibility to be up-to-date and review any pre-weekend information provided by THPA.
- 8) **Acknowledgment of Responsibility:** The Participant agrees:
- a) to provide evidence satisfactory to THPA of a COVID-19 negative test result, such COVID-19 test to have been taken within [5] calendar days of the Commencement Date;
 - b) to follow all safety guidance provided by THPA;
 - c) to inform a THPA staff member of their whereabouts at all times during the Program;
 - d) 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;
 - e) that they are aware of and clearly understand that should an accident or onset of illness require rapid evacuation or medical attention THPA or The Hunger Project (THP) will not be liable for the provision of a medical car, the adequacy of any care that may be rendered and/or the costs incurred therein;
- f) they understand that THPA will use their best efforts to ensure that all reasonable measures are taken to avoid such occurrences;
 - g) 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.
- 9) **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 Victorian Fundraising Manager, via thpa@thp.org or (02) 9222 9088.
- 10) If, for personal and individual utilisation (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 Principles (Annexure 1) 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.
- 11) Each Participant is to abide by the guidelines provided by THPA staff to Participants prior to and during the Program. 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 delivery of the Program, presents a risk to themselves or other members of the Program or behaving in an

untoward manner, THPA reserves the right to remove any such person(s), at their own expense, with no redress to, or liability incurred by, THPA.

- 12) **Media Policy:** All photographs, videos and content obtained through and/or during the Program (collectively, “THP Media”) may not be used in the manner described above for non-commercial purposes unless with the prior written consent from THPA (including use on social media and internet websites). All THP Media must be credited to THPA and utilised in a manner aligned with the ethos of THPA and the THP Principles (Annexure 1).
- 13) **Image and Likeness:** You grant THPA the right to take photographs and videos of you and your personal effects in connection to your participation in the Program. You authorise THPA, its employees, assigns and transferees to copyright, use and publish your image and likeness in print and/or electronically for marketing purposes, and the like.
- 14) **Agency:** THPA does not act as a travel agency. THPA is responsible for making bookings on your behalf and to arrange relevant contracts between you and accommodation 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.
- 15) **Release and Waiver of Liability:** Except to the extent prohibited by applicable law, and in consideration of THPA accepting your application and 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 (“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 misconduct of the Promoters. You acknowledge that during the Program, you may be exposed to a variety of risks. 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 Participant 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 (“Injuries and Damages”). The Participant understands that risk of such Injuries and Damages are involved in activities such as the Program, 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. Except to the extent prohibited by applicable law, the Participant agrees to hold harmless THPA, its officers and leaders from any claims, damages, injuries or losses caused by the Participant’s own negligence whilst on the Program and linked to being on the Program. The Participant accepts and agrees that the Program officially begins on the Commencement Date and ends on the Completion Date, at the location(s) designated by THPA. Any risks associated with a Participant’s activities outside this period 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. The Participant accepts and agrees that THPA will 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.

THPA 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 Program Fee. 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 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.

- 16) **Release and waiver of liability in respect of change of arrangements and rescheduling:** You acknowledge and agree that engaging with THPA requires a degree of flexibility and an understanding that the program may change, even after a program's commencement, without prior notice. THPA does not accept any responsibility for loss of enjoyment, delays or compensation resulting from a change of arrangements or rescheduling by THPA per clause 6 of this Agreement.
- 17) **Governing Law:** This Agreement is governed by and New South Wales law and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of New South Wales, Australia
- 18) **Privacy Policy:** THPA is committed to protecting your personal information. Our Privacy Policy is available for viewing on our website and is hereby incorporated into this Agreement.

Name _____

Signature _____

Date _____

Annexure 1 The Hunger Project's Principles

Human dignity

All human beings are born free and equal in dignity and rights, including the right to food, health, work and education. We must not treat people living in conditions of hunger as beneficiaries, which can crush dignity, but rather as they key resource for ending hunger.

Gender Equality

Women bear the major responsibility for meeting basic needs, yet are systematically denied the resources, freedom of action and voice in decision-making to fulfil that responsibility. An essential part of ending hunger must be to cause society wide change towards gender equality.

Empowerment

In the face of social suppression, focused and sustained action is required to awaken people to the possibility of self-reliance, to build confidence, and to organise communities to take charge of their own development.

Leverage

Ending chronic hunger requires action that catalyses large-scale systemic change. We must regularly step back – assess our impact within the evolving social/political/economic environment – and launch the highest leverage actions we can to meet this challenge.

Interconnectedness

Our actions are shaped by, and affect, all other people and our natural environment. Hunger and poverty are not problems of one country or another but are global issues. We are all global citizens, working as equal partners in a common front to end hunger.

Sustainability

Solutions to ending hunger must be sustainable locally, socially, economically and environmentally.

Social Transformation

People's self-reliance is suppressed by conditions such as corruption, armed conflict, racism and the subjugation of women. These are all rooted in an age-old and nearly universal patriarchal mindset that must be transformed as part of a fundamental shift in the way society is organised.

Holistic Approach

Hunger is inextricably linked to a nexus of issues including decent work, health, education, environmental, sustainability and social justice. Only in solving these together will any of them be solved on a sustainable basis.

Decentralisation

Individual and community ownership of local development is critical. Actions are most successful if decisions are made close to the people. This requires effective national and local government working in partnership with the people.

Transformative Leadership

Ending hunger requires a new kind of leadership: not top-down, authority-based leadership, but leadership that awakens people to their own power – leadership “with” people rather than leadership “over” people.