CHALLENGE TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In these terms and conditions:

"Business Day" means a day (other than Saturday, Sunday or public holiday) when banks in London are open for business.

"Charity Commission" means the Charity Commission which registers and regulates charities in England and Wales.

"Deferral", "Deferring" or "Defer" refers to a Participant delaying their participation in an Event until the following year, pending the Participant meeting their Minimum Fundraising Total.

"Event" means any expedition, project, course, trip or other activity anywhere throughout the world arranged by the Charity from time to time.

"Gift Aid" means the donation scheme which enables charities to reclaim tax on a donation made by a UK taxpayer.

"GP" means the Participant's medical doctor who is a general practitioner.

"Medical Form" has the meaning given to it in Clause 5.1.

"Minimum Fundraising Total" means the fundraising amount agreed with the Charity prior to the Participant's registration.

"Participant" means the individual agreeing to take part in the Challenge Event and fundraise on behalf of the Charity.

"Registration Date" means the date when the Registration Fee is paid and these terms and conditions are accepted.

"Registration Fee" means the fee paid when registering for an Event.

"The Charity" refers to Anza Entrepreneurs Registered, a Charity registered in England and Wales with charity registered number 1137679, having its registered office at 4 Adrian Close, Porthcawl, CF36 3LX.

"Trip Notes" means the trip notes provided to the Participant by the Charity.

"Tour Operator" means either the Charity, Toubkal Guide, or Zara Tours (as applicable).

"UK Consumer Contracts Regulations" means The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

1.2 In these terms and conditions, unless otherwise specified:

(a) references to Clauses are to clauses of these terms and conditions;

(b) a reference to these terms and conditions or to any specified provision of these terms and conditions or are to these terms and conditions or provision as in force for the time being, as amended, modified, supplemented, varied, assigned or novated, from time to time;

(c) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

(d) the headings in these terms and conditions are for convenience and should not affect their interpretation; and

(e) words importing the singular include the plural and vice versa, and words importing a gender include every gender.

2. REGISTRATION

2.1 The following terms and conditions are agreed on the condition that (i) the registration form has been completed; and (ii) if applicable, the relevant Registration Fee is submitted.

2.2 The Participant must be aged 18 or over as of the departure date of the chosen Event to be eligible to participate.

2.3 The Participant must carry a valid passport and obtain all of the appropriate visas, permits, certificates and vaccinations for the countries which they will visit during the Event. It is the Participant's responsibility to ensure that they are in possession of the correct visas, permits and certificates for the Event, as detailed in the Trip Notes. The Charity is not responsible if the Participant is refused entry to a country because they lack the correct passport, visa or other travel documentation, and the Charity is not responsible for any incidental expenses that the Participant may incur as a result of visa problems including, but not limited to, vaccinations or non-refundable flights.

3. CANCELLATION AND DEFERRAL

3.1 Cancellation by the Participant

3.1.1 The Participant has the right to cancel their registration and receive a refund of the Registration Fee up to 14 Business Days from the Registration Date, as covered by UK Consumer Contracts Regulations.

3.1.2 The Participant shall give the Charity written notice of cancellation and such notice shall be effective on the date specified in the written acknowledgement from the Charity confirming cancellation of their booking.

3.1.3 In the event of the Participant cancelling an Event in accordance with Clauses 3.1.1 and 3.1.2 above, the Charity shall use reasonable endeavours to offer an alternative Event. If the Charity is able to offer the Participant an alternative event, any fundraising money already raised by the Participant shall be applied to their Minimum Fundraising Total for the alternative Event, less any reasonable costs incurred by the Charity in offering the alternative Event.

3.1.4 In certain circumstances, such as bereavement or illness, the Participant may Defer their participation on an Event until the following year. The Charity, in its sole discretion, will decide upon the Deferral of places on a case-by-case basis. If a Deferral is granted, then fundraising money already raised shall be applied to the Minimum Fundraising Total of the alternative Event. In the event of Deferral in accordance with this Clause 3.1.4, the Participant accepts that the Charity may, in its sole discretion, impose an alternative deadline by which the Minimum Fundraising Total shall be raised.

3.2 Cancellation by the Charity

3.2.1 The Charity reserves the right to cancel or curtail the Event or expel a Participant from an Event, in its sole discretion, if:

(a) it believes that circumstances warrant it;

(b) there is a Force Majeure Event;

(c) an Event requires a minimum number and the minimum group size for the Event is not met;

(d) all required documents including, but not limited to, insurance information, passport details, visa details (if applicable), next of kin or emergency contact details and the Medical From are not submitted by the Participant to the Charity at least 4 weeks prior to departure on the Event in accordance with Clause 4.9;

(e) if the Participant fails to raise the Minimum Fundraising Total at least 6 weeks before departure for an Event, in accordance with Clause 7.2;

(f) the Participant fails to notify the Charity of any changes to their Medical Form in accordance with Clause 5.2;

(g) the Participant fails to disclose compete and truthful information on their Medical Form in accordance with Clauses 5.1 and 5.3;

(h) the Participant has come into recent contact with an infectious disease and the start date for the Event falls within the accepted quarantine period for transmission of such disease;

(i) it is necessary for the safety of the Event and of the Participants;

(j) it believes it is required based on the GP's comments on a certificate provided by a GP in accordance with Clause 5.5;

(k) the Participant breaches any of the conduct requirements set out in Clause 6.1;

(l) the Participant fails to comply with Clause 7.10 and releases information to members of the public which has not been approved by the Charity;

(m) the Participant is involved in fraudulent and/or illegal activities whilst fundraising for the Charity in breach of Clause 7.13; or

(n) the Participant is in breach of any of these terms and conditions.

3.2.2 The Charity shall give written notice to the Participant of cancellation or expulsion pursuant to Clause 3.2.1 above.

3.2.3 In the event that the Charity cancels an Event pursuant to Clause 3.2.1(a) – (c) above, the Charity will use reasonable endeavours to offer the Participant a place on an alternative Event. If the Charity is not able to offer an alternative Event then the Participant may Defer to the following year or they will be entitled to a refund of their Registration Fee. A refund of the Registration Fee or placement on an alternative Event shall be considered to be in full and final settlement of any and all liability owed by the Charity to the Participant

3.2.4 In the event that the Charity cancels an Event pursuant to Clause 3.2.1(d) - (n), then this shall be deemed to be a cancellation by a Participant and no compensation or reimbursement shall be payable by the Charity to the Participant and the Charity shall be under no obligation to offer the Participant a place on an alternative Event. There shall be no recourse and no liability on the part of the Charity shall arise whatsoever. Cancellation or expulsion from an Event will not be subject to appeal.

3.2.5 If an Event is cancelled pursuant to Clause 3.2.1, the Charity shall not be held liable for any incidental expenses incurred by a Participant as a result of any other arrangements that the Participant may have made.

4. LIABILITY AND INSURANCE

4.1 Participation in an Event, fundraising activities or fundraising events may involve an element of personal risk/potential hazard. The Charity is not responsible for damage, illness or injury sustained during or resulting from participation in any Event, fundraising activity or fundraising event. The Charity is not responsible for any loss or damage to personal property. The Charity is not liable for the loss, wear and tear, or damage to any personal items during any Event, fundraising activity or fundraising event.

4.2 Nothing in these terms and conditions limits or excludes liability of the Charity for:

(a) death or personal injury resulting from negligence by the Charity; or

(b) any damage or liability incurred by any Participant as a result of fraud or fraudulent misrepresentation by the Charity.

4.3 Save as provided in Clause 4.2:

(a) the Charity shall under no circumstances whatsoever be liable to the Participant, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with these terms and conditions; and

(b) the Charity's total liability to the Participant in respect of all other losses arising under or in connection with these terms and conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the sum equivalent to the Registration Fee.

4.4 Any information provided by the Charity, including but not limited to information about visas, vaccinations, healthcare, climate, baggage, group size and special equipment is given in good faith for information and educational purposes only but without responsibility on the part of the Charity.

4.5 The Charity shall have no responsibility for any activities undertaken by the Participant which is outside the scope of those directly relating to an Event. No warranty is given in respect of any activities outside of the scope of those relating to the Event and it is the Participant's responsibility to ensure that any person or company offering any activities possesses the requisite care and skill. The term "outside of scope" means any and all actions or activities undertaken by the Participant that were not pre-arranged or procured by the Charity, its employees or agents.

4.6 The Charity excludes liability for any sum which can be recovered through insurance cover under which the loss can be recovered.

4.7 The Participant shall be liable for any acts and/or omissions which are intentional or negligent and cause damage to any property, equipment and any assets involved in the provision of the Event. This includes, but is not limited to, property owned, leased or hired by the Charity and any property of third parties used in the Event.

4.8 During Events, the Participant must be covered by their own comprehensive insurance for health, accident and loss to protect the Participant against, inter alia, losses caused by travel arrangement cancellation, loss or damage of baggage, non-refundable airfare and/or emergency medical expenses. In certain circumstances the Charity may insist that the Participant takes out a

particular policy relating to their Event (e.g. altitude insurance). It is the Participant's responsibility to ensure their policy covers all activities included within their Event and the policy must cover the entire duration of the Event and include manual, conservation and volunteer work.

4.9 The Participant must submit all required documents including, but not limited to, insurance information, passport details, visa details (if applicable), next of kin or emergency contact details and the Medical From at least 4 weeks prior to departure. The Charity reserves the right, in its sole discretion, to deny any Participant their place on an Event without any refund if the required documentation has not been presented within the given indicated timescale prior to departure.

5. HEALTH AND SAFETY

5.1 A medical information form (a "Medical Form") must be fully completed and returned to the Charity, signed by each Participant at least 4 weeks before the start date for the Event. Within the medical declaration, the Participant must either (i) confirm that they are in good health to take part in the Event including, but not limited to, having a reasonable basic level of fitness; or (ii) inform the Charity of any medical requirements including, allergies, and physical or mental conditions or limitations as not all Participants may be able to participate in all Events. The Participant must also inform the Charity if they have come into recent contact with an infectious disease.

5.2 The Participant agrees to notify the Charity of any changes in his/her physical and medical condition occurring after the Medical Form is submitted to the Charity.

5.3 The Participant represents and warrants that all information and records provided to the Charity on the Medical Form are complete, accurate and truthful and provide the Charity with a clear indication of the Participant's state of health. The Participant is the best judge of their own condition and limitations, and the Participant acknowledges that it is incumbent on them to fully disclose the extent of any conditions or limitations.

5.4 For some Events the Charity may require a medical certificate from the Participant's GP confirming that they are fit and able to participate in the Event.

5.5 The Charity shall not in any event be held liable for any consequence arising out of the Participant's failure to take advice or medication as prescribed by a medical practitioner both prior to departure and during the Event.

5.6 Although the Charity will use reasonable endeavours to ensure appropriate steps are taken to minimize risk, and ensure that qualified first aid personnel are on-hand whenever possible, the

Participant accepts that Challenge Events take place in rural countries, and that emergency medical care may be several hours travel from the Event location.

6. PARTICIPANT CONDUCT

6.1 The Participant acknowledges and agrees that, whilst taking part in any fundraising activities, fundraising events or an Event, they will:

(a) be perceived as representatives of the Charity;

(b) respect the Charity's aims and objectives;

(c) not willfully, negligently or recklessly seek to damage relations between the Charity and the destination country;

(d) not misrepresent the Charity in any way which would seek to undermine or damage relations between the Charity and the destination country;

(e) not commit any act or display any behaviour which could jeopardize future Events;

(f) not participate in any unlawful, thoughtless, cruel, rude or immoral behavior;

(g) not commit any acts which could injure or harm a member of the Event (including a staff member) or any other person;

(h) not be in possession, take or supply illegal or illicit substances (the question of whether the substances are illegal or illicit is to be governed by the jurisdiction where the acts take place);

(i) comply with to all local laws, customs and regulations;

(j) comply with UK laws and regulations of fundraising;

(k) respect and follow the health and safety procedures set out by the Charity and/or any representatives of the destination country;

(l) behave in a responsible and courteous manner;

(m) have a duty of care to each other, to local people, to destination country nationals participating in the Event and to the Charity; and

(n) follow the reasonable instructions of the Charity, the leaders of the Event or the representative of the destination country during the Event and shall participate fully in the Event.

6.2 In the event that a Participant fails to comply with Clause 6.1 above, the Charity is able to cancel the Participant's place on an Event or remove the Participant from an Event without recourse and no liability on the part of the Charity shall arise whatsoever. Expulsion from an Event will not be subject to appeal.

7. REGISTRATION FEE AND FUNDRAISING

7.1 The Registration Fee for each Event in any given season shall be set by the Charity and shall be advertised on the Charity's website at www.anza.co.com.

7.2 Participants agree that their place on the Event is conditional upon them raising the Minimum Fundraising Total at least six weeks before departure.

7.3 The Charity will not reimburse the Participant for any expenses incurred by the Participant during any charitable collection, fundraising event or fundraising activities.

7.4 Fundraising support will be offered by both the Charity and in some instances, a designated voluntary team leader. These leaders are volunteers for the Charity and any support received from them represents the views and opinions of the individual and not the Charity as an organisation.

7.5 Participants must be aware that the Charity is bound by UK charity law to safeguard funds once donated to the Charity. All donations are therefore ineligible for refund to the Participant and/or donors even if the Participant does not participate in the Event.

7.6 All Participants agree to make donors aware that they are making an irrevocable gift to the Charity when soliciting donations.

7.7 Should a donation be made in disputed circumstances, the donor has recourse to write to the board of trustees of the Charity, who, if in agreement with the dispute, can make representations to the Attorney General via the Charity Commission. For more information on this process please view the Charity Commission website (http://www.charity-commission.gov.uk/).

7.8 Participants agree that Gift Aid will not be counted towards their Minimum Fundraising Total.

7.9 By registering as a Participant for an Event, individuals agree to promote the Charity and its mission.

7.10 The Charity will not accept any responsibility or association with information released by a Participant to members of the public that has not been approved by the Charity's communications team prior to publishing. Failure to comply with this Clause may result in the Participant's removal from the Event.

7.11 The Participant agrees that in some circumstances the Charity may, for recognition and security reasons, request that they wear clothing which identifies them as an Event participant.

7.12 Participants acknowledges and accepts that following an Event they may still be viewed as ambassadors of the Charity and that behaviour should be moderated accordingly.

7.13 The Charity will not accept or be associated with unlawful fundraising activities. If a Participant is found to be involved in fraudulent or illegal activities whilst fundraising for the Charity, the relevant legal and statutory bodies will be informed. The Participant will be removed from the Event and sent home at their own cost and without recourse.

7.14 The Participant must clearly state that they are raising funds in support of the Charity, including the registration number on buckets, collection tins, stalls etc. Participants must also state that part of the fundraising target is going to cover their Event fees.

7.15 Participants accept that they are responsible for their own safety during fundraising activities and fundraising events. They are also responsible for the safety of the members of the public that are attending their fundraising activities and fundraising event, for that reason Participants must ensure they or the venue have appropriate public liability cover.

7.16 Fundraising events are not automatically covered by the Charity's public liability insurance. If the Participant wants to use the Charity's public liability insurance, a risk assessment and event registration form must be completed and sent to the Charity no later than two weeks before the

fundraising event. Only once the Charity has approved the fundraising event in writing, the fundraising event is covered by the Charity's public liability insurance.

7.17 The Participant will be signed up to the Charity's newsletter and will have the option to unsubscribe.

8. PRIVACY AND DATA PROTECTION

8.1 The Participant consents to the Charity contacting them for any matter relating to their Event participation. The Charity collects personal information for the purposes of Event administration; this information will not be used for any other purpose without the Participant's explicit consent.

8.2 Participants who submit a Medical Form understand that this is a requirement of participation. Medical Forms will be held on a secure server. Access to the secure system data will be restricted to the Charity's staff. As soon as this information is no longer required, for example at the end of an Event, the information will be securely erased.

8.3 Participants understand that personal information, including medical information, may be transferred to the Charity's suppliers and contractors outside of the European Economic Area ("EEA") exclusively for the purpose of Event administration. This information may also be provided to statutory bodies such as border control if required for the purpose of running an Event or as required by law.

8.4 Countries outside of the EEA may have less stringent data protection rules and the Participant understand that personal data relating to their participation, including, but not limited to, name, dietary information, medical information, insurance details and emergency contact details will be transferred to the Charity's suppliers/partners within the destination country for the purposes of running the Event. The Participant hereby agrees that the Charity may disclose their personal data, including sensitive personal data such as relevant medical history, to the Charity's suppliers and contractors and other representatives in host countries.

8.5 All documents uploaded in this form will be used in relation to the Participant's Event. Information collected will be protected by the Charity and passed on to employed third parties for the relevance of an Event only. All feedback information on the Charity's services will be used for evaluation purposes only and be released only to the Charity's staff and employed partners.

8.6 Any media, including photographs or video recordings, captured the Participant and provided to the Charity may be used for any purpose by the Tour Operator and the Charity without payment of royalties.

8.7 The Participant agrees that the Charity shall be permitted to use any media, including photographs or video recordings of the Participant, for promotional and marketing purposes. Any Participant who does not wish to appear in any of the Charity's promotional and marketing materials must inform the Charity in writing.

8.8 The Charity may use any written feedback provided by the Participant in promotional and marketing material. The Participant must inform the Charity if they do not wish to be quoted.

9. COMPLAINTS

9.1 If the Participant has a complaint during the Event then they must raise this matter with the leaders of the Event at their earliest opportunity who shall use reasonable efforts to resolve the complaint within a reasonable time.

9.2 If the Participant is unable to raise the complaint during the Event, or the complaint is not resolved, then the Participant shall contact the Charity's UK office in writing at the Charity's registered address: 4 Adrian Close, Porthcawl, South Wales, CF36 3LX and provide all relevant information together with any evidence to substantiate their complain. The Charity must receive any such complaint no later than 28 days from the date of the Participant's return from the Event.

10. FORCE MAJEURE

The Charity shall not be liable for any failure or delay in performing its obligations under these terms and conditions to the extent that such failure or delay is caused by a Force Majeure Event. A "Force Majeure Event" means any event beyond the Charity's reasonable control which, by its nature, could not have been foreseen or, if it could have been foreseen, was unavoidable, including, but not limited to, strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), failure of energy sources or transportation network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, natural or international calamity, armed conflict, malicious damage, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions, or default of suppliers or subcontractors.

11. NOTICES

11.1 Any notice must be in writing and may be delivered by hand, first class post, fax or email addressed to the recipient at its registered office or to any other address, fax number or email address as notified in writing to the sender by the other party.

11.2 In the absence of evidence of earlier receipt, any notice served in accordance with Clause 11.1 shall be deemed to be given and received:

(a) in the case of personal delivery by hand or courier, at the time of delivery;

(b) in the case of first class post, forty eight hours after posting; and

(c) in the case of fax or email, when sent.

12. INVALIDITY

If at any time any provision of these terms and conditions is held to be or becomes illegal, void, invalid or unenforceable in whole or in part under any enactment or rule of law in any jurisdiction, then such provision shall:

(a) to the extent that it is illegal, void, invalid or unenforceable be given no effect and shall be deemed not to be included in these terms and conditions;

(b) not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these terms and conditions; and

(c) not affect or impair the legality, validity or enforceability under the law of any other jurisdiction of such provision or any other provision of these terms and conditions.

13. VARIATION AND WAIVER

13.1 Except as set out in these terms and conditions, no variation of these terms and conditions shall be effective unless it is agreed in writing signed by or on behalf of the Charity. The expression "variation" shall, in each case, include any variation, supplement, deletion or replacement however effected.

13.2 Any waiver of any right, remedy or default under these terms and conditions shall only be effective if it is given in writing and signed by the party against whom such waiver is sought to be enforced.

13.3 Any waiver given will not imply a waiver of any other or similar right or default on any subsequent occasion.

13.3.1 Any delay in exercising, or failure to exercise, any right or remedy under these terms and conditions shall not constitute a waiver of the right or remedy or a waiver of any other right or remedies nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy under these terms and conditions shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

14. ENTIRE AGREEMENT

14.1 These terms and conditions represent the entire undertaking and constitute the entire agreement between the parties and shall apply to all fundraising activities, fundraising events and Events and/or other courses provided by the Charity and undertaken by the Participant. These terms and conditions supersede any previous agreements, understandings or arrangements (whether express, implied, oral or written) relating to these terms and conditions between the parties which shall cease to have any further force or effect and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.

14.2 Each party to these terms and conditions confirm that:

(a) in entering into these terms and conditions it has agreed not to rely on any representation (including without limitation any misrepresentation or any misstatement), warranty, collateral contract, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out or referred to in these terms and conditions made by or on behalf of the other party before the acceptance of these terms and conditions; and

(b) in any event, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation (including without limitation any misrepresentation or any misstatement), warranty, collateral contract, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with these terms and conditions are contained or referred to in these terms and conditions, and for the avoidance of doubt and without limitation, neither party has any other right or remedy (whether by way of a claim for contribution or otherwise) in tort (including negligence) or for misrepresentation (whether negligent or otherwise, and whether made prior to, and/or in, these terms and conditions).

15. THIRD PARTY RIGHTS

A person who is not party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any term of these terms and conditions.

16. GOVERNING LAW AND JURISDICTION

16.1 These terms and conditions any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with, English law.

16.2 Any dispute, controversy or claim arising out of or in connection with these terms and conditions, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by binding arbitration under the Rules of Arbitration of the London Court of International Arbitration (the "LCIA"), which Rules are deemed to be incorporated by reference into this clause (the "Proceedings"). There shall be one arbitrator appointed by the LCIA Court. The seat or place of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The award shall be final and binding on the parties and may be entered and enforced in any court having jurisdiction.

16.3 The parties agree that the Proceedings shall be kept confidential and that the existence of the Proceeding and any element of it (including but not limited to any pleadings, briefs or other documents submitted or exchanged, any documents disclosed by one party to another, testimony or other oral submission and any awards or decisions) shall not be disclosed beyond the tribunal, the LCIA, the parties, their legal and professional advisers, and any person necessary for the conduct of the arbitration, except as may be lawfully required in judicial proceedings relating to the arbitration or otherwise.

16.4 Each party waives (and agrees not to raise) any objection, on the grounds of inconvenient forum or any other ground, to the bringing of Proceedings in the LCIA.

16.5 Each party irrevocably agrees that a judgment or order against it in Proceedings brought in England or any New York Convention jurisdiction shall (provided there is no appeal pending or open) be conclusive and binding upon it and may be enforced against it in the courts of any other jurisdiction.

17. DECLARATION

17.1 By agreeing to these terms and conditions, the Participant is hereby declaring that; all information is complete and true, no information has been withheld, that they are in good health, they are of sound mind and have understood all stipulations within these terms and conditions. If at any point during their time as a Participant with the Charity the Participant's status relating to any of the questions on this form change, then they are required to inform the Charity in writing of this change. Failure to do so may be viewed as a deliberate attempt to conceal information from the Charity and the Participant will be liable as such. The Participant cannot hold the Charity responsible for inaccurate data entry and individuals accept that the Charity will use any submitted information in good faith as correct and true.