

EVEREST CHALLENGE TERMS AND CONDITIONS
(subject to change. Last update 3 August 2009)

The Challenge

The challenge is to ski 57,000 vertical feet, **twice the height of Mt. Everest**, over two dawn to dusk ski days. Whatever the weather, whatever the conditions. The Snow Camp Everest Ski and Board Challenge will take place in Austria from the **28th – 31st January 2010** most likely in the following ski regions - Saalbach Hinterglemm, the Europa Ski Region, Hochkonig and Grossarlal (the Gastein Valley).

Itinerary

Day 1

Depart UK to Munich. Although Salzburg is the closest airport, Munich offers a far greater number of flights and flexibility. This is important in order that we make the most of the limited time available and have a contingency should there be weather problems.

The costs of the group flight are included in the fundraising. These are first come, first serve and once the first 40 of these seats are taken, individuals will need to make their own arrangements:

British Airways:

Heathrow 28th Jan 2010	Dept: 09.40	Arr: Munich 12.30
Munich 31st Jan 2010	Dept: 19.10	Arr: LHR 22.20

Transfer to ski / board hire shop in Zell am See then on to Bruck. Dinner, accommodation, meet the guides and full briefing at Hotel Lukashansl.

Day 2

Breakfast at 06.45

Departure for Leogang from hotel at 07.45am.

Ski the full Saalbach Hinterglemm Skicircus from Leogang to the valley head at Lengau and back to Vordeglemm. Coach transfer to Zell am See from Schönleitenbahn at approx. 2pm Ski the major peaks of the Sonnkogel, Schmittenhöhe & Hirschkogel before skiing back to the valley floor

Return to hotel for dinner and accommodation.

Day 3

Breakfast at 07.00

Depart hotel for Hintertal at 8.00am.

Ski the fabulous and almost undiscovered Hochkönig area.

Coach pick up Mühlbach and transfer to the Gastein Valley

Ski the whole of the Gastein valley from top to bottom including the 11k Hohe Scharte run.

Celebration finish at bottom of piste

Thermal baths in Badhofgastein and celebratory dinner at Hotel Lukashansl.

Day 4

Optional free skiing (at own cost).

Depart hotel to airport for flights. A 21.10 flight from Munich would mean departing hotel at about 16.00.

Required Skill Levels

Skiers are recommended to be able to comfortably and safely handle red slopes under all-weather and surface conditions including but not limited to white-out, ice, hard pack snow, powder and mixed surface conditions.

Snowboarders should as a minimum have 6 – 8 weeks experience and be of a solid intermediate level so that they can comfortably and safely descend red slopes, use occasional T-bars and traverse long, flat sections of piste.

Those without adequate snowsport experience are advised not to participate in the Challenge.

Preparing for the Event

It is the responsibility of every participant to ensure that they are fit, healthy and physically able to complete the Challenge.

The Challenge is an endurance event that requires a better than average level of stamina, physical fitness and ability to ski or snowboard down pisted slopes. To complete the challenge, participants will continually ski or snowboard down blue and red slopes in quick succession for as many as 10 hours per day for two consecutive days.

Those suffering from physical ailments and conditions that are not conducive to vigorous physical and high impact physical activity should not participate in the Challenge or any part of it.

It is recommended that every participant consult a qualified physician to determine whether they are fit enough to participate in the Challenge or any part thereof.

Contract

By signing the registration form or completing details online and paying the non-refundable £185, participants enter a contract with Snow-Camp in which they are required to raise and deliver to Snow-Camp in cleared funds a minimum of £1500 prior to 1 January 2010.

Fundraising Requirement

Each Event participant is required under contract to raise and deliver a minimum of £600 by 1 October 2009 and a minimum of £1500 before 1 January 2010. Although Snow-Camp will make recommendations, provide Just Giving web page set up support and provide basic information on an on-going basis to support fundraising participants, it is the sole responsibility of each participant to raise and deliver the required amount to Snow-Camp in cleared funds by 1 January 2010.

Cost to Participants

Each participant is required to pay a non-refundable deposit of £185 to Snow-Camp prior to being officially booked on the Challenge. Snow-Camp and our partner Tall Stories (a subsidiary of SportsWorld and a member of the TUI Travel family of companies), will cover flights, transfers, meals, ski passes for 29-30 Jan 2010 and accommodation for this amount.

Participants will be required to pay for all other incidentals and discretionary spending. This may include but will not be limited to snow sport and travel insurance cover, extensions and flight cancellations, ski passes for 31 Jan, 2010 and equipment hire.

Team Entries

1) Rules

- a. Teams can be made up of 1 to 8 riders who in total agree to raise and deliver £8,000 in sponsorship prior to 1 January 2010
- b. Each team must wear defining attire to the challenge – a uniform, a distinctive colour combination or otherwise discernable outfit that sets them apart from other contestants and teams
- c. Other than the two points above, individuals making up a team otherwise enter into the same direct contract with Snow-Camp as an individual participant
- d. Individuals signing up as a team compete with other teams for Challenge's awards and waive their rights to awards given to individuals.

2) Benefits

- a. All money above the £8,000 minimum that is raised by teams representing an organisation (company, club, etc) may qualify that organisation for corporate sponsor status as follows (total amount fundraised is shown):

£8,500 - £8,599.99 (One Star Bursary Sponsor)

£9,000 - £12,999.99 (Two Star Bursary Sponsor)

£13,000 - 17,999.99 (Bronze Sponsor)

£18,000 - £27,999.99 (Silver Sponsor)

£28,000 + (Gold Sponsor. Highest level. Can only be held by one brand or corporation)

See <http://www.snow-camp.co.uk/pdf/sponsorshiptable2008.pdf> for the Snow-Camp sponsorship table and the benefits to organisations at each level.

- b. All team logos will be placed on the Everest Challenge website and all related promotional materials
- c. Prior to the start of the Challenge a full press release to the ski and snowboard industry, our supporters (numbering over 2,000 in the UK) and all Challenge participants will promote the teams, monies raised and team member names. The timing of the press release (early January) will ensure that the news reaches participants at the peak of the 2009/2010 ski season, during a Winter Olympics year, when awareness of winter sports may be at its highest.

3) Signing up as a team

- a. The organisation forming the team must call Dan Charlish or Parker Lake with the names of the individuals that will make up their team
- b. A non-refundable £185 payment for each member on the team must be received by Snow-Camp prior to the formation of the team. Team members can be added at any time, becoming official once an additional £185 is received for that member. Organisations can swap and change team members at any time up to 1 January 2010 for a fee of £50 per instance.
- c. Currently individual participants forming a team must do so prior to 1 January 2010 and pay a one-time fee of £50 per team formed
- d. Prior to the official formation of the team, all individuals on the team are required to separately fill in and agree to terms and conditions as outlined in the form at www.snow-camp.co.uk/everestchallenge. Additional team members are required to fill in and agree in order to be added to their team
- e. Snow-Camp will register each team with a team page on JustGiving.com as well as separate fundraising pages for each team member.

Third Party Costs Covered in Fundraising Amount

The Challenge is made possible with the paid support of our travel and ski partner Tall Stories (a subsidiary of SportsWorld and a member of the TUI Travel family of companies). The total of Tall Stories, British Airways and other third party providers' services will not exceed 40% of the first £1685 (£185 entry fee plus £1500 minimum fundraising) raised by each Challenge participant.

100% of any money raised above the entry fee and minimum fundraising amount will go directly to Snow-Camp. As we have only two full time employees and rely on volunteers for the bulk of our support, you can be assured that whatever you raise will support Snow-Camp activities working with inner city young people as shown on our website www.snow-camp.co.uk.

Travel and Snow-Sport Insurance

Each participant is responsible for procuring his own insurance cover for the Challenge, the related travel and any additional activities in which participants would engage or plan to engage.

Refund Policy

No part of the £185 fee payable upon subscribing to the Challenge is refundable upon cancellation at any time. Participants cancelling on or after 1 October 2009 are required to have delivered £500 in cleared funds to Snow-Camp in addition to the £185 non-refundable subscription fee. Participants cancelling on or after 1 January 2010 are required to have delivered £1500 in cleared funds to Snow-Camp in addition to the £185 non-refundable subscription fee.

Any funds raised and delivered to Snow-Camp at time of cancellation would be non-refundable and considered a charitable donation to Snow-Camp.

Flights and accommodations booked or reserved on behalf of participants by Snow-Camp or Tall Stories will remain the property of Snow-Camp or Tall Stories upon cancellation by the participant.

Youth Group Fundraising

Participants may opt to use the Challenge to raise money to cover the £500 per young person required to support each young person attending Snow-camp France. Alternatively, participants may opt to use the Challenge to raise money to cover the £99 per young person required to support each young person participating in Snow-Camp London. In either case, only funds above the required minimum fundraising amount of £1500 will be considered available as money raised for these objectives.

The Challenge participant(s) raising money for the above must declare in writing the specific youth group to be supported prior to 1 December 2009.

Volunteer Fundraising

Participants may opt to use the Challenge to raise money to cover the £599 required to be raised by each volunteer participating in Snow-Camp France. If so, all funds above the required minimum donation of £1500 will be considered payment towards a volunteers cost covering bursary.

Travel Arrangements

Snow-Camp will act as an agent for travel provided by Tall Stories, our supplier, a trading division of Sports World (ABTA number F637X, ATOL number 2336) and these terms and conditions apply when you use our travel services.

When used, the word "trip" means at least two or more of the following services when the services are taken together and also either cover a period of more than 24 hours or include overnight accommodation:- (a) transport; (b) accommodation; and (c) other tourist services not ancillary to transport or accommodation which account for a significant part of the arrangements. The arrangements must have been charged by us at an inclusive price. In all other arrangements we act as an agent for the supplier of your travel arrangements. By asking us to confirm your booking, you are accepting that the terms of this agreement (and the conditions of any contract made with our suppliers) applies to your booking and your travel arrangements. You also consent to our processing personal information about you and other members of your party. If you booked your holiday in any jurisdiction other than in Scotland or Northern Ireland (including any booking via the Internet), this Agreement, and any claim or dispute arising from or related to this Agreement, will be governed by English law and the courts of

England and Wales shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Scotland, this Agreement, and any claim or dispute arising from or related to this Agreement, will be governed by Scottish law and the courts of Scotland shall have exclusive jurisdiction over any claim arising out of it. If you booked your holiday in Northern Ireland, this Agreement, and any claim or dispute arising from or related to this Agreement, will be governed by Northern Irish law and the courts of Northern Ireland shall have exclusive jurisdiction over any claim arising out of it

When you buy an ATOL protected air package or flight from us you will receive a confirmation invoice from us (or via our authorised supplier) confirming your arrangements and your protection under our suppliers Air Travel Organiser's Licence number 2336. In the unlikely event of our suppliers insolvency, the CAA will ensure that you are not stranded abroad and will arrange to refund any money you have paid to us for an advance booking. For further information visit the ATOL website at www.atol.org.uk. The price of your trip includes the amount of £1 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA.. ATOL protection does not apply to all trips. Please ask us to confirm what protection may apply to your booking.

1. Your travel booking

You must be 18 years old to book with us unless we have given specific consent. Whether you book alone or as a group, we will only deal with the lead booking name in all correspondence, including payments, changes, amendments and cancellations. As you have booked through a charity our supplier will treat that entity as the lead name and all payment requests will come from them to you and they will pay on your behalf subject to any arrangements they have with you.

2. If we cancel your booking

We aim to provide your trip as booked. But if, for example, there are not enough people booked on your trip or you do not pay the balance of the trip price on time, we may cancel it. We reserve the right to cancel your trip in any circumstances but if we cancel your trip you can either have a refund of the price of your trip or accept a replacement trip from us of equivalent or closely similar standard and price (if one is available). In either case, we will pay you compensation (unless we cancel your trip because you do not pay us the balance of the trip price or because of one of the events listed in the 'Important note – events beyond our control') and we will always refund the difference in price if the replacement trip is of a lower standard and price. We will not cancel your trip less than eight weeks before you go, or such other number of weeks as agreed between us, unless this is the result of non-payment of the balance of the trip price by you or one of the events in the 'Important note – events beyond our control'.

3. If we change your booking details

We hope that we will not have to make any change to your trip but, because our trips are planned many months in advance, we sometimes do need to make changes. We reserve the right to do this at any time. We will let you know about any important changes when you book. If you have already booked, we will let you know as soon as we can, if there is time before your departure.

4. Major changes to your trip

Occasionally, we have to make major changes to the flight or accommodation making up your trip. If we tell you about any of these changes after we have confirmed your trip booking, you may accept the new arrangements offered by us; or accept a replacement trip from us of equivalent or closely similar standard and price, if one is available; or cancel your trip with us and receive a full refund of all monies paid to us. Either way, we will pay you compensation, unless the change is because there are not enough people booked or for reasons beyond our control (see the 'Important Note - events beyond our control') and we will always refund the difference in price if the replacement trip is of a lower standard and price.

5. What happens to trip complaints

We and our suppliers can usually sort out any complaints you may have. Disputes about your trip which we cannot settle can be referred to arbitration under a special scheme administered by IDRS part of the Chartered Institute of Arbitrators. Details and application forms are available from ABTA, 68-71 Newman Street, London, W1T 3AH, www.abta.com. The scheme provides for a simple and cheap method of arbitration based on documents alone. The scheme does not apply to claims over £5,000 per person or £25,000 per booking form. Where a claim includes, in part, a claim for personal injury or illness, a limit of £1,000 per person applies to that part of the claim. The rules of the scheme state that the application for arbitration must be made within nine months of the date of your return from trip. Information regarding complaints may be shared with other tour operators. If you prefer, you can take your complaint to a suitable court.

6. Our responsibility for your trip

We will arrange for our supplier to ensure you to receive the services that make up your trip as confirmed. These services will be provided either directly by our supplier or through independent suppliers contracted by them. Our supplier is responsible for making sure that each part of the trip is provided to a reasonable standard and as was advertised by them (or as changed and accepted by you). If any part of your trip is not provided as described and this spoils your trip, they will pay you appropriate compensation (see the 'Important note – events beyond our control'). We have taken all reasonable care to make sure that all the services which make up our trips are provided by efficient and reputable businesses which should follow the local and national laws and regulations of the country where they are provided. However, overseas safety standards are generally lower than in the UK, for example few hotels yet meet EC fire safety recommendations even in Europe.

7. Personal Injury 1

This section covers injury, illness or death while you are using the services that our supplier has arranged for you as part of your trip. We have no direct control over the way our suppliers provide their services but everyone employed or contracted by us or by our suppliers is expected to carry out their duties properly. If they do not and that fault results in your injury, illness or death, our supplier may make a payment to you. They will not make any payment if your injury, illness or death was caused by an event or circumstances which the person who caused it could not have predicted or avoided even if they had taken all necessary and due care or if it is due to your own fault. If they do make a payment, it will be similar to one you would receive under English law in an English court except that any payments we make may be limited in accordance with international conventions.

8. Personal Injury 2

This section covers damages, injury, illness or death which is not connected with the arrangements made by us. If you or someone on your trip booking is injured, falls ill or dies while taking part in an activity which is not part of the trip, or you need to incur unpredictable extra expenses for which we are not liable (see 'Important note – events beyond our control') we will try to help if we can.

9. Paying for your travel arrangements

Please note that although your payment arrangements are made through Snow-Camp, if you ask our supplier to make any other arrangements for you there may be a charge payable for some accommodation, events or flight bookings or insurance where it is necessary to secure specific facilities with full payment at the time of booking e.g. specific types of airline tickets. Once confirmed, those additional charges paid and insurance premiums will not be refunded in the event of cancellation except in the circumstances specified in Sections 2, 3 or 4 (which means that your arrangements must form part of a trip with us) or as otherwise required by law. If payment for these arrangements is made by credit card a handling fee of 2.0% per transaction is made. No charge is made for payments made by Debit Card or cheque.

10. If you change your booking

Name change, and or departure details such as date and time changes are not always allowed by airlines and other transport providers whenever they are made. Whilst we will do our best to change the details of the booking, please bear in mind that most airlines and other transport providers treat name and departure detail changes as a cancellation and charge accordingly.

11. If you cancel your booking

If you want to cancel your booking or part of it, you must advise Snow-Camp and (if you have booked any arrangements direct with our supplier) our supplier in writing at the address given in section 15 below. To cover the cost of processing your cancellation and to compensate us for the risk that we may not be able to resell your travel arrangements, our supplier makes a cancellation charge. The below scale (TABLE 1) of cancellation charges will apply. The size of the charge depends on when they receive your letter but usually where arrangements have been made that required full payment in advance this is because there is a 100% cancellation fee applied by the supplier of the arrangements and therefore no refund can be made. Any refund due will be paid by our supplier to Snow-Camp who will hold the refund on trust on your behalf. Any queries or questions regarding the refund procedure should be taken up with Snow-Camp.

TABLE 1 – Scale of Cancellation Charges

Period before departure within which notification received by Tall Stories.	written Cancellation Charge per person
More than 56 days prior to departure	loss of Deposit and insurance premium
56-43 days prior to departure	loss of Deposit and insurance premium and 30% of Price
42-29 days prior to departure	loss of Deposit and insurance premium and 45% of Price
28 – 15 days prior to departure	loss of Deposit and insurance premium and 60% of Price
14 – 8 days prior to departure	loss of Deposit and insurance premium and 80% of Price
7 days or less prior to departure	loss of Deposit and insurance premium and 100% of Price

12. Conduct and Fitness Whilst on the Trip

We reserve the right to refuse to accept you as a customer or continue dealing with you if your behaviour is disruptive or affects other travellers or is threatening or abusive towards our staff or agents in the UK or overseas. If the Captain of your flight or ship or a member of our staff believes that you could be disruptive, they can also refuse to let you proceed with your travel arrangements. If this means you are not allowed to board the flight outbound from the UK, we will treat your booking as cancelled by you from that moment, and you will have to pay full cancellation charges. You are responsible for the cost of any damage caused to your accommodation or its contents during your stay.

13. The conditions of your ticket

When you travel by air or by sea, your journey may be subject to certain international conventions such as the Warsaw Convention, Montreal Convention or Athens Convention. You agree that the transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging this transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of these terms and conditions form part of your contract with us as well as with the transport company. You can ask us to provide you with a copy of any of the conditions applicable to your journey. The air carriers that we use or are likely to use are BMI, Easyjet, British Airways among others and you will be advised of the actual identity of the air carrier when you book with us and if it is not known at that time or subsequently changes we will inform you as soon as possible and no later than at check-in for your flight (or boarding if it is a connecting flight without check-in).

14. Important note – events beyond our control

Events beyond our control include, without limitation : war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks, technical problems with transport including changes due to rescheduling or cancellation of flights by an airline or alteration of the airline or aircraft type for reasons beyond our control or that of our suppliers; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, and any other similar events. Under European law air passengers have rights including in certain circumstances the right to cancel their flight and receive reimbursement of the cost of the flight from their airline. Full details of these rights is publicised at EU airports and is also available from airlines. However, you should note that reimbursement of the cost of a flight that forms part of your trip is the responsibility of your airline and will not automatically entitle you to reimbursement of the cost of your trip.

15. Passport and Visa Information

It is your responsibility to ensure that you have the correct and valid documentation for the travel arrangements. We cannot accept responsibility for any failure to comply with any passport, visa or immigration requirements and you will be responsible for any costs or fines incurred. We advise you to check with your passport office or the consulate in question if you have any queries.

All adults and children of 16 years and over who are British Citizens must travel on a full valid British ten-year passport unless otherwise specified. Clients who are not British Citizens must check with the appropriate consulate for individual visa requirements.

Clients travelling overland to certain European destinations may need to also pass through controls of other countries *en route* so this should be allowed for with any passport/visa applications.

16. If you need to write to us

Please address all correspondence to our supplier Tall Stories, King's Place, 12-42 Wood Street, Kingston-upon-Thames, Surrey, KT1 1SG and copy your correspondence to your Snow-Camp organiser.