

# Please take your time to read the Team Entry Agreement

The Monkey Run is genuinely dangerous, so in today's legal climate we need an agreement that means you take responsibility for yourself and the risks that you will face when you participate in this adventure.

The agreement also covers things like media rights which we try to use to wangle a bit of extra cash to make the events even better. They are only intended to secure the commercial side of things and we won't get in the way of you making films for your own entertainment or for publicising your own team in newspapers and things. In fact, we love seeing our events on the telly so if you have a commercial project in mind drop us a line and we will try to work with you to make it happen.

So sit back, make a cup of tea and **read the following carefully**. Be sure exactly what it is you're about to sign up to, and if you are happy, then tick to confirm you agree to the following terms and conditions, and understand the agreement you are entering into, then you can get cracking with the actual adventure.

If you have any questions concerning any element of this agreement, then please get in touch with Adventurists HQ by telephoning +44 (0)117 963 5513 or e-mailing us at [monkeyrun@theadventurists.com](mailto:monkeyrun@theadventurists.com).

## The Monkey Run Team Entry Agreement

### This agreement is made between:

(1) THE LEAGUE OF ADVENTURISTS INTERNATIONAL LIMITED, a company incorporated in England and Wales (company registration number 05995303) whose registered office is at 14 Whitehouse Street, Bristol, BS3 4AY, United Kingdom ("the Company");

(2) The individual whose name, address and contact details are specified in this application for this adventure (referred to as a "Team Member" and together with other members of the team referred to as "the Team")

### RECITALS:

(A) Words and phrases defined in clause 1.1 below shall have the same meanings in these Recitals.

(B) The Company owns or controls all rights in and to the Event, and intends to stage and manage the Event.

(C) The Team wishes to enter and participate in the Event.

(D) The Company has agreed to accept the Team's entry for the Event conditional upon the Team entering into this Agreement and participating in the Event upon and subject to the terms and conditions of this Agreement (the "Terms of Entry") and the Event Rules.

### Operative Provisions:

#### 1. Definitions

1.1 The following terms shall have the meaning set out opposite them below unless the context otherwise requires:

1.1.1 "**Commercial Partners**" means any third party with whom a contract is lawfully concluded for the exploitation of the Commercial Rights;

1.1.2 "**Commercial Rights**" means any and all rights of a commercial nature connected with the Event including, without limitation, broadcasting rights, sponsorship rights, merchandising and licensing rights, ticketing rights, promotional rights, catering and hospitality rights, New Media rights and interactive games rights;

1.1.3 "**Designated Starting Point**" will be the venue decided by the Company and notified to the Team, being the place from which the Event shall commence on the first day of the Event Period;

1.1.4 "**Designated Finishing Point**" will be the venue decided by the Company and notified to the Team, the destination at which the Event is designated to finish;

1.1.5 "**Effective Date**" means the date of signature of this Agreement or the date thirty (30) days prior to the first day of the Event Period, whichever the earlier;

1.1.6 "**Entry Fee**" means the amount of £1295 pounds sterling or another amount as agreed by the Company and paid via an approved payment method, which is inclusive of VAT where applicable;

1.1.7 "**Event**" means Monkey Run Peru April 2018 edition, a driving endurance challenge running from the Designated Starting Point to the

Designated Finishing Point taking place during the Event Period;

**1.1.8 "Event Director"** means the person appointed by the Company as being responsible for the overall administration and management of the Event;

**1.1.9 "Event Period"** means the inclusive period from 7th April 2018 to 15th April 2018 or such longer or shorter period as the Company may notify to the Team;

**1.1.10 "Event Manual"** means the manual set out in the Schedules;

**1.1.11 "Event Marks"** means the event titles, words and logo(s) which are owned or controlled by the Company and which appear in Schedule 2;

**1.1.12 "Event Rules"** means the rules in respect of the Event as contained in the Event Manual and/or as notified by the Company to the Team;

**1.1.13 "Event Schedule"** means the schedule of relevant dates, activities, and events relating to and/or comprising part of the Event as set out in Schedule 3;

**1.1.14 "Fundraising Rights"** means those rights granted to the Team (if any) pursuant to the Terms of Entry and/or the Event Rules;

**1.1.15 "Intellectual Property Rights"** shall mean all present and future right, title and interest in any trademarks, service marks, registered designs, utility models, design rights, copyright (including copyright in computer software, film, sound and photographs), database rights (including in relation to technical data and results), trade secrets and other confidential information, know-how, business or trade names (including internet domain names and e-mail address names) and all other intellectual and industrial property and rights of a similar or corresponding nature, whether registered or not or capable of registration or not and including the right to apply for and all applications for any of the foregoing rights and the right to sue for infringements of any of the foregoing rights.

**1.1.16 "New Media"** shall mean broadcasts via cellular mobile telecommunications systems on cellular telecommunications devices and/or the world wide web, as such technology is modified, developed or replaced from time to time;

**1.1.17 "Officials"** means the director(s) of the Company and other persons nominated by the Company;

**1.1.18 "Payment Method"** means payment via the Monkey Run website registration and payment system or via such other method as the Company may stipulate;

**1.1.19 "Relevant Law"** means all legislation, codes of practice, standards, guidelines and regulations (in each case having the force of law) together with all applicable regulations and rules (including the Event Rules) applicable to the subject matter (whether obligations, goods or services) in question;

**1.1.20 "Team Members"** means the members of the Team, jointly and severally;

**1.1.21 "Term"** means the inclusive period from the Effective Date until 30th October 2018;

**1.1.22 "Territory"** means the World;

**1.1.23 "Vehicle"** means the motorbike (of the same specification (or similar) to that set out in Schedule 5), that will be hired out to the Team in accordance with the Event Rules and which must be used by the Team to participate in the Event.

**1.2** Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

**1.3** References in this Agreement to clauses and schedules are to clauses and schedules to this Agreement.

**1.4** References to any statute shall include references to such statute as it may after the date of this Agreement from time to time be amended, supplemented or re-enacted.

**1.5** The headings in this Agreement are inserted for convenience only and shall not affect its construction.

**1.6** The word "including" is not to be treated as a word of limitation.

## **2 Entry and participation**

**2.1** The Team hereby agrees to enter and participate in the Event using the Vehicle upon and subject to the Terms of Entry and the Event Rules.

**2.2** For the avoidance of doubt, each Team Member shall observe and abide in every respect by the Terms of Entry and the Event Rules and any decision of the Company or the Event Director. Such decisions shall be binding on the Team Members, who acknowledges that they shall not

have the power to revoke or alter any such decisions.

### **3 Title**

**3.1** The Event shall be named "Monkey Run Peru April 2018" or such other name as the Company shall notify to the Team.

**3.2** The Team shall use their best endeavours to refer to the Event with the title in clause 3.1 above at all times and in particular during any performance of the obligations set out in clause 6.

### **4 Entry fees**

**4.1** In consideration of the acceptance of the Team's entry to participate in the Event by the Company, the Team agrees to pay the Company the Entry Fee of £1295. Such Entry Fee shall be paid to the Company within 2 hours of obtaining the option to enter a team from the Company website via the Payment Method or by such other means as specified by the Company.

**4.2** For the avoidance of doubt, failure to pay the Entry Fee in full by the date specified in clause 4.1 shall entitle the Company to disqualify the Team from participation in the Event.

### **5 Obligations of the Company**

**5.1** The Company represents, warrants and undertakes:

**5.1.1** that it has and will continue to have throughout the Term full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it under this Agreement;

**5.1.2** to organize, manage and stage the Event;

**5.1.3** without prejudice to clause 5.1.2, to organize the Event Schedule and provide a copy of the Event Schedule to the Team on or before the commencement of the first day of the Event Period. During the Term, the Company will also notify the Team as soon as practicable of any updates or amendments to the Event Schedule;

**5.1.4** that, subject to clause 7, it shall grant the Team a non-exclusive royalty-free licence to use the Event Marks solely in connection with in connection with the Fundraising Rights and/or promoting the Team as an entrant of the Event to prospective sponsors and for the duration the Event Period or whilst the Team is an entrant in the Event only (whichever the shorter); and

**5.1.5** that it owns or controls the Event Marks and shall take all measures it considers reasonable during the Term to protect its rights in the Event Marks from infringement by any third party.

### **6 Obligations of the Team**

**6.1** The Team (including, for the avoidance of doubt, each Team Member, jointly and severally) hereby represents, warrants and undertakes that (at its sole expense where relevant and unless otherwise specified):

**6.1.1** it has and will continue to have throughout the Term, full right and title and authority to enter into this Agreement and to accept and perform the obligations imposed on it hereunder;

**6.1.2** each Team Member is or will be 18 years of age or older as at the Effective Date;

**6.1.3** any Team Member(s) who drive the Vehicle or undertake any other permitted activity in the Event holds a valid driving license and any other licenses or permits required to undertake such permitted activities and shall disclose copies of the same to the Event Director or any Official on demand;

**6.1.4** without prejudice to clause 12, be solely responsible for determining what route and upon what basis the Team shall drive the Vehicle from the Designated Starting Point to the Designated Finishing Point and the means by which the Vehicle will be transported from the Designated Starting Point to the Designated Finishing Point (and vice versa) and between any other two or more destinations whether during the Event Period or otherwise;

**6.1.5** it will remain solely liable for the payment of all and any taxes, surcharges, levies, imposts, fines, penalties or similar charges incurred by any Team Member in connection with the participation of the Team in the Event;

**6.1.6** upon request each Team Member shall wear any item of clothing and/or Event passes/identification at all relevant times when attending any promotional activity or any other occasion conducted in connection with the Event;

**6.1.7** it shall not do anything or permit anything to be done which might adversely affect the Commercial Rights or the value of the Commercial Rights;

**6.1.8** it shall observe and comply with, in addition to the Terms of Entry and the Event Rules, all Relevant Laws and any other directions, codes of practice or guidelines imposed by national law or any competent authority applicable to the Event;

**6.1.9** it shall promptly observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of the Company including those relating to the organization, staging, safety, and image of the Event;

**6.1.10** it shall ensure that neither it nor any of the Team Members make any defamatory or derogatory statements or take part in any activities which are or might be derogatory or detrimental to the reputation, image or goodwill of the Company, the Event or any Commercial Partner; and

**6.1.11** it acknowledges the importance of co-operating with the media to obtain maximum coverage and exposure for the benefit of the Event and agrees to co-operate with all reasonable requests of such nature by the Company and/or any broadcaster or other Commercial Partner of the Company.

**6.2** Without prejudice to the above, the Team shall ensure that, as a minimum, the petrol tank is to be made available to be branded by the Company with all or some of the Event Marks or any logo or brand of any Commercial Partner as directed by the Company.

**6.3** The Team will ensure that any person who wishes to join the Team as a Team Member after the Effective Date will read and accept the Team Entry Agreement (the "Team Entry Agreement") online. For the avoidance of doubt, unless and until the Company can confirm that the Team Entry Agreement has been accepted in respect of a relevant person (s) wishing to join the Team as a Team Member, such person(s) shall not be entitled to become a Team Member or participate in the Event.

## **7 Intellectual Property**

**7.1** In consideration of the acceptance of the Team's entry to participate in the Event by the Company, the Team hereby acknowledges and agrees that all Intellectual Property Rights arising from and in relation to the Event including its name, logotype, format, and films and photographs of the Event shall be exclusively vested in the Company.

**7.2** The Team further acknowledges and agrees that it shall not obtain any right to the Intellectual Property Rights arising from or in relation to the Event by virtue of its entry or otherwise, and it will (and will procure, for the avoidance of doubt that each Team Member and/or any other persons associated with the Team) do nothing to damage the Company's rights set out in clause 7.1.

## **8 Commercial rights**

**8.1** Without prejudice to clause 7, the Team acknowledges that the Company will be seeking to maximise the income from the exploitation of the Commercial Rights for the Event by entering into a number of agreements with Commercial Partners. The Team undertakes to co-operate with the Company and the Commercial Partners in order to protect the Commercial Rights and in particular, the Team agrees that, unless agreed in writing by the Company and save as permitted by the Fundraising Rights granted to the Team:

**8.1.1** no Team Member will assert any claim to use, sell or exploit any of the Commercial Rights in connection with the Event and the Team will not develop or acquire any rights in relations to the Event which are similar to or compete with the Commercial Rights;

**8.1.2** no Team Member will, during the Event Period, directly or indirectly allow its or his or her name, image or likeness to be used in an advertising or endorsement or for any commercial purpose which involves a direct or indirect association with the Event and/or seeks to exploit (whether implicitly or explicitly) any connection therewith;

**8.1.3** no use shall be made by the Team or any Team Member of the description of a product or service as being the "Official" product or service of the Team's participation in the Event;

**8.1.4** the Team shall permit a designated Team Member to film all or any part of the Event provided that:

(a) the cameraman observes all directions as to filming made by the Company;

(b) not more than one additional copy is made of that film;

(c) the film is made and used only for private use and that no part of the film is exhibited or distributed or otherwise exploited in any format whatsoever to any public or private audience or for any other broadcast of whatever nature without the written permission of the Company. Any Team Member who makes such a film pursuant to this clause hereby assigns with full title guarantee to the Company all rights of any nature whatsoever in perpetuity including copyright in any such film.

**8.1.5** the Team shall be permitted to establish a Team website in connection with its participation in the Event provided that such website is operated pursuant to this Agreement (including clause 8.1.1) and in accordance with the relevant section(s) of the Event Rules.

## **9 Media Rights**

**9.1** The Team undertakes on behalf of itself, each Team Member and any other persons associated with the Team that it and they hereby consent

in perpetuity and on a royalty-free basis throughout the Territory to:

**9.1.1** the use of their names, initials, nicknames, signatures, photographs, likenesses, voices, quotations, biographical details, fame and reputation, the name and photograph of the Rider's Vehicle, the names and logotypes of the sponsors and suppliers who appear on the Vehicle and on the Rider's clothing:

**9.1.2** in all contexts;

**9.1.3** in all media (including New Media) now known or hereafter devised, including, without limitation, theatrical exhibition in cinemas, all forms of television and radio broadcasts, all print media (including, without limitation, all consumer and trade magazines and catalogues, newspapers and other periodicals), posters, banners, street vision monitors, airliners and ships, in-store ads and all other point of purchase advertising and promotional materials, train and bus wraps, mobile phones, direct mail, billboards, and internet sites,

**9.1.4** for all advertising, promotion, endorsement, broadcast, merchandising and/or gaming purposes of the Company, the Commercial Partners and any other approved third parties at the discretion of the Company.

**9.2** For the avoidance of doubt, the Team shall have no right to approve the use of the rights licensed under this clause 9.

## **10 Termination**

**10.1** The Company shall have the right at any time to terminate this Agreement immediately by giving written notice to the Team in the event that the Team or any Team Member:

**10.1.1** has committed a material breach of any obligation under this Agreement which breach is incapable of remedy or cannot be remedied in time for the Event;

**10.1.2** has committed a material breach of any of its obligations under this Agreement and has not remedied such breach (if the same is capable of remedy) within seven (7) days of being required by written notice so to do;

**10.1.3** enters into any arrangement with its creditors and/or suffers any event of bankruptcy or insolvency, save in circumstances which are approved by the Company.

**10.2** The Company shall have the right to terminate this Agreement by providing fourteen (14) days' notice in writing to the Team in the event that it no longer wishes, or is no longer able, to stage the Event.

**10.3** Without prejudice to any rights which the Company may have whether pursuant to this Agreement or otherwise, if the Team or any Team Member defaults on or is in breach of any of its obligations hereunder and fails to remedy such default or such breach forthwith upon notice from the Company stipulating the same, the Company may intervene (at the sole cost of the Team, which shall indemnify the Company from any liability in respect of such costs) in the carrying out of any obligation of the Team or any Team Member hereunder to ensure its proper and timely performance.

## **11 Force Majeure**

**11.1** A party (the "Affected Party") shall not be held liable or deemed to be in default under this Agreement for any failure to perform its obligations if such failure results directly or indirectly from circumstances beyond the Affected Party's reasonable control ("Force Majeure"). Force Majeure includes but is not limited to strikes, lock-outs, civil warfare, flood or fire damage, environmental calamity, inclement weather, acts of God, legal enactment, governmental order, regulatory enactments and/or orders, imposition of sanctions by a country against the territory where any part of the Event is to held that adversely affects the staging of the Event or the import/export of a Vehicle into/out of any territory, any action taken by a governmental or public authority of any kind (including not granting a consent, exemption, approval or clearance), epidemic and disease, civil strife, terrorism (threatened or actual), and war. Subject to clause 11.2, the Affected Party must continue to perform its other obligations to the extent that they are not affected by the Force Majeure and must use all reasonable endeavours to overcome or remove the Force Majeure as quickly as possible.

**11.2** If any event of Force Majeure delays or prevents the performance of the obligations of either party for a continuous period of fourteen (14) days, the party not so affected shall then be entitled to give notice to the Affected Party to terminate this Agreement with immediate effect without penalty. Such a termination notice shall be irrevocable except with the consent of both parties.

## **12 Acknowledgement of risk**

**12.1** Each Team Member recognizes and acknowledges that participating in the Event with the Vehicle is a potentially dangerous activity and may involve (a) entering into certain parts of the Territory (via a route chosen by the Team and not, for the avoidance of doubt, by the Company) which are considered highly dangerous and unsuitable for foreign travel due to reasons including the applicable physical terrain or political and/or social climate and (b) using equipment (including the Vehicle) that is being pushed to its limits and may be defective and which can expose the Team Members and others to a high degree of risk of serious bodily injury or death, which may be caused by any Team Member's actions or

omissions or by the actions or omissions of others.

**12.2** In recognition of these facts, and for the consideration set forth in this Agreement, each Team Member elects voluntarily to enter into this Agreement and assume all risks of loss, damages, injury or death that may be sustained, and each Team Member will participate in the Event with the Vehicle in accordance with this Agreement at their own risk.

**12.3** Save in the event of any negligent or willful act or omission on the part of the person or entity concerned, none of the Company, any Official or the Event Director or any of their respective officers, agents or employees, shall be liable to any Team Member for death or personal injury, damage to property or other loss or damage of any nature whatsoever suffered by any Team Member (including where applicable any loss or damage caused to the Vehicle) whether arising from participation in the Event or otherwise.

**12.4** Under no circumstances shall the Company be liable for any actual or alleged indirect loss or consequential loss howsoever arising suffered by any Team Member including, but not limited to, loss of profits, anticipated profits, savings, business or opportunity or loss of publicity or loss of reputation or opportunity to enhance reputation or any other sort of economic loss.

**12.5** Except where expressly provided in this Agreement, each Team Member jointly and severally undertakes to the Company to be liable for any death or personal injury to third parties, damage to property or any other claims, losses, costs (including, without limitation, all reasonable legal costs) or demands arising out of any negligent or willful act or omission of any Team Member during the Event Period, whether arising from participation in the Event or otherwise.

**12.6** Each Team Member jointly and severally undertakes and agrees that it will irrevocably indemnify and hold the Company harmless from and against all costs and expenses (including reasonable legal costs), actions, proceedings, claims, demands and damage arising from a breach of the Team or any Team Member's representations, warranties or undertakings contained herein or arising from the acts or omissions of the Team or its Team Members, respective officers, employers, agents or sub-contractors.

**12.7** The Team shall ensure that each Team Member shall take out death, accident and health insurance for itself and that the Team obtains all insurance required for the participation of the Vehicle in the Event required by any applicable Relevant Law. And a copy of such insurance policies shall be provided to the Event Director at any time upon request.

### **13 Power to make rules and other provisions**

**13.1** The parties recognise that given the nature of the Event, issues may arise in relation to the Event that were not foreseen and therefore are not specifically addressed in the Terms of Entry or the Event Rules or that would have an unintended result if made subject to the Terms of Entry and the Event Rules without modification. The parties further recognize that it is in the best interests of the Event, and of all the participants in the Event, that such issues be addressed as quickly and effectively as possible.

**13.2** In consequence of the recognitions set out in clause 13.1, the Team agrees that the Company shall have the right, exercisable unilaterally from time to time before and/or during the Event Period:

**13.2.1** to supplement or amend the Terms of Entry and/or the Event Rules (and, if applicable, the Event Schedule);

**13.2.2** to resolve any queries that arise in relation to the proper interpretation and application of the Terms of Entry and/or the Event Rules; and

**13.2.3** to issue directions as to the conduct of the Event, including the conduct of Team Members, the contents of the Event Manual and the preservation of the value of the Commercial Rights.

**13.3** During the Event itself, the Company may delegate the right conferred by clause 13.1 above to one or more designees including the Event Director, any Official or any other person appointed by the Company.

**13.4** The Team agrees that any amended and supplemental Terms of Entry or Event Rules and any directions made pursuant to this clause 13 shall become binding upon the Team immediately upon communication to any Team Member and shall be deemed to be included in the Terms of Entry or the Event Rules (as applicable) for the purposes of this Agreement.

**13.5** Decisions made pursuant to this clause to amend or supplement the Terms of Entry or Event Rules or to issue directions shall be final. No challenge shall be made by the Team to any such decision.

### **14 Dispute resolution**

**14.1** All disputes, issues or complaints regarding the Team's participation in the Event shall be referred to the Event Director for determination as soon as practicable thereafter. For the avoidance of doubt, all determination, decisions, and directives of the Event Director shall be final.

**14.2** Without prejudice to the generality of the Event Director's powers under clause 14.1, the Event Directors shall be entitled to impose any or all of the following:

**14.2.1** suspension or expulsion from the remainder of the Event, or imposition other Event-based sanctions or fines upon a Team or any Team Member;

**14.2.2** impose other Event-based sanctions or fines on a Team or any Team Member and to make such cost order in relation to the relevant matter as it considers appropriate;

**14.2.3** adjudication on whether there has been a breach of the Terms of Entry or the Event Rules or upon whether an event constitutes an event of Force Majeure for the purposes of clause 11.1.

## **15 Announcements and confidentiality**

The Team will not make or permit to be made any public announcement(s) in relation to this Agreement without the prior consent of the Company or (save as required by law) disclose to any third party any information concerning the terms or subject matter of this Agreement from the date hereof.

## **16 Points of contact**

**16.1** The principal point of contact for each party (unless the other party is notified otherwise in writing) shall be as follows:

The Company: The Event Director, The League of Adventurists International Ltd, 14 Whitehouse Street, Bristol, BS3 4AY, United Kingdom. Phone: 0117 963 5513, Email: HQ@theadventurists.com

The Team: see details of the first-named individual as set out in the Team section of the execution page

**16.2** The Team acknowledges and agrees that it is not entitled to rely on any representation, authorization or decision of the Company unless made by the principal point of contact (or their designated replacement) set out in clause 16.1 above.

## **17 Notices**

**17.1** The parties agree that all notices under this Agreement shall unless otherwise notified, be served at the following addresses:

For the Company: marked to the attention of The Event Director, The League of Adventurists International Ltd, Address: 14 Whitehouse Street, Bristol, BS3 4AY, United Kingdom. Phone: 0117 963 5513 Email: HQ@theadventurists.com

For the Team: see details of the first-named individual as set out in the Team section of the execution page

**17.2** All notices shall be in writing and may be delivered personally, by email or by first class pre-paid post and shall be deemed to be properly given or served:

**17.2.1** two working days after being sent to the intended recipient by pre-paid post addressed as aforesaid or, if sent by international airmail, five working days after being sent to the intended recipient; or

**17.2.2** if sent by email, on receipt of confirmation of successful transmission or if not a working day the first working day thereafter.

## **18 General**

**18.1** The granting by the Company of any time or indulgence in respect of any breach of any term of this Agreement by the Team shall not be deemed a waiver of such breach and the waiver by the Company of any breach of any term of this Agreement by the Team shall not prevent the subsequent enforcement of that term nor be deemed a waiver of any breach by the Company.

**18.2** This Agreement shall constitute the entire agreement between the parties with respect to the subject matter hereof, and shall supersede any prior agreements, representations or understanding between the parties, whether written or oral.

**18.3** This Agreement may be executed in any number of counterparts, each of which when executed shall constitute an original, but all of which when taken together shall constitute one and the same Agreement.

**18.4** All rights, remedies, and powers conferred upon the parties are cumulative and shall not be deemed to be exclusive of any other rights, remedies or powers now or subsequently conferred upon them by law or otherwise.

**18.5** Should any term of this Agreement be considered void or voidable under any such applicable law, then such terms shall be served or amended in such a manner as to render the remainder of this Agreement valid or enforceable.

**18.6** This Agreement may only be modified or any provision waived if such modification or waiver is in writing and signed by a duly authorized representative of each party.

**18.7** In respect of any date or period mentioned in any clause of this Agreement time shall be of the essence.

**18.8** A person who is not a party to this Deed shall not have any rights or remedies pursuant to it, whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**18.9** Nothing in this Agreement shall be deemed to constitute a joint venture, partnership or relationship of agency or employment between the parties.

**18.10** The Team shall not be permitted to assign any of its rights or obligations under this Agreement without the prior written consent of the Company

## **19 Governing law**

This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the Courts of England with regard to any claims relating to or in connection with this Agreement.

## **Schedules**

### **Schedule 1: Event Manual (including Event Rules)**

For the avoidance of doubt: any defined words contained in this Event Manual shall have the same meaning and interpretation as set out in the Team Entry Agreement, and the Event Manual (including the Event Rules) will be amended and updated from time to time and will be deemed to be included as part of the Event Manual. All amendments and updates will be displayed on the "Teams" section of the official Event website at <http://www.theadventurists.com/monkey-run> and it shall be the responsibility of Teams to regularly check such website in order to inform themselves and each Team Member of any relevant amendments and updates.

### **Event Rules**

### **Teams**

One team for the purposes of the Event shall consist of one Vehicle. Each Vehicle can contain a maximum of one Team Member, provided such Team Member has entered into a Team Entry Agreement with the Company or has otherwise agreed in writing to participate in the Event upon and subject to the Terms of Entry and the Event Rules. For the avoidance of doubt, it is the sole responsibility of each Team to inform themselves of the maximum numbers of persons legally permitted to travel in the Vehicle under Relevant Law.

### **Motorbikes**

The Company shall provide each Team with the contact details of the Approved Hirer who will be able to provide each Team with a Vehicle for use in the Event, subject to the Team entering into an agreement (the "Borrowing Agreement") with the Hirer outlining the terms of use of the Vehicle.

Should the Vehicle not be delivered to the Designated Finish Point up to 2 days after the end of the Event Period, then the team will be liable for either the cost to retrieve the Vehicle and/or the "Hire Costs" beyond this date.

Each Vehicle will be of a similar specification to that outlined in Schedule 4 to the Team Entry Agreement. For the avoidance of doubt, the Company shall make no representations or warranties as to the suitability of the Approved Hirer or of the Vehicle for participation in the Event and any rights or warranties which a Team may have or be granted in relation to the Vehicle shall be limited to those contained in the Borrowing Agreement or implied by any Relevant Law.

### **Hire Costs**

In the case that the Team does not deliver the motorbike to the Designated Finish Point by midnight on Monday 16th April 2018 (unless authorized by the Event Director), hire costs of £50 per day will be deducted from the Teams Deposit.

### **Charity Fundraising**

Each team must use their best endeavours to raise a minimum of £1000 (GB Sterling) at least £500 of which must be donated to the official event charity Cool Earth. Any other donations must be made to legitimate, registered charitable organizations approved by the event organizers. This figure is in addition to any gift aid, other tax reclaim schemes or any charity fines added for oversized engines (as detailed below).

The Team member's name, contact details, and address will be made available to Cool Earth immediately after you have finished your registration and fundraising packs and information will be sent in the post and by email. If the Team does NOT want to receive communications from the official charity you can opt out of this process by emailing [adventurists@coolearth.org](mailto:adventurists@coolearth.org).

All donations must be paid to the charities no later than 6 weeks after the event period. Further details of this process are contained in the team information packs provided to each team by the Company.



If for any reason a donation cannot be made on the designated fundraising website the amounts donated and the method must be declared to the organizers and proof of payment given if requested.

For information regarding fundraising platforms or to inform the Adventurists about alternative charities it wishes to raise funds for, the Team should contact [monkeyrun@theadventurists.com](mailto:monkeyrun@theadventurists.com)

### **Team Fundraising Rights**

Teams may collect non-charitable donations and sponsorship to cover reasonable costs of taking part in the Event only and shall be permitted to offer low-level sponsorship branding rights to its sponsors (such as branding on the team's clothing, vehicle) subject always to the rights reserved by the Company pursuant to the Team Entry Agreement including, without limit, clause 8 (Commercial Rights) and clause 10 (Media Rights). A list of all proposed Team sponsorship must be notified by the Team to the Company at least 21 days prior to the Event Period for the Company's approval. For the avoidance of doubt, the Team shall remove the logo or brand of any sponsor from any team clothing, Vehicle or cease granting any other right to a Team sponsor immediately upon notice from the Company where the Company deems such Team sponsorship to be in conflict with the brands or sponsorship arrangements between the Company and the Commercial Partners and/or any other Event sponsors.

If Teams decide to cover their expenses they must make it very clear how any donations or sponsorship are being spent. The Team agrees to follow the guidelines as laid out by the Institute of Fundraising - [www.institute-of-fundraising.org.uk](http://www.institute-of-fundraising.org.uk) - and acknowledges that, without prejudice to any other provisions of the Team Entry Agreement, the Terms of Entry and the Event Rules, it shall remain liable for any breach of any Relevant Law applicable to the fundraising activity it carries out.

**Refund Policy** Up to 28 days after registering with The Adventurists you can get a full refund. After 28 days & up to 120 days before the launch day of the adventure, you can get a 50% refund. If you choose to pay in instalments you are entitled to a refund of any amount you have paid over the value of 50% of the total entry fee. Less than 120 days before the adventure launch day you're not entitled to a refund.

### **Vehicle deposit**

A fully refundable vehicle deposit of £200 is payable to the League of Adventurists International, a minimum of 28 days before the start of the event. This will be used to repair any major damage that is left unfixed at the end of the adventure or to transport the vehicle to the finish point should the Team not do so themselves.

We do not want to deduct any money from your deposit. We would rather not have a deposit in place at all but such is the way of the world.

We do not charge for standard wear and tear caused by driving across Peru. We will not charge you for:

- Marks, scratches and small dents caused by day to day riding
- Other general wear and tear caused by taking part in the adventure (as decided by the team that assesses the bike)
- Engine damage caused by long distance riding, heat or as a result of running repairs undertaken on the adventure by teams or local mechanics.

Definition of major damage subject to charges from the Vehicle Deposit:

- Large dents to the bodywork caused by collision or intentional mistreatment of the bike
- Missing parts such as mirrors, seats, racks
- Any significant damage caused by mistreatment of the bikes ie riding into the sea, intentionally colliding with other bikes or other irresponsible riding that would likely be expected to result in significant damage.

If the bike is lost or abandoned by the team and can't be recovered the full deposit will be retained. Irreversible modifications not approved by the adventure team may result in a deduction - please check before making any major modifications or alterations to the vehicle at the start.

The bikes will be assessed at the finish line before they are transported. If there are any deductions to be made from your deposit you will get an email outlining what they are and you'll have an opportunity to disagree and provide extra info or reasons to support your opinion. We will fully consider anything you have to add but the final decision is made by the Company. Any repairs or spares that are deducted from the deposit are charged at cost price and we always aim to make it as cheap as possible.

In the event that any costs incurred by the Company arising from the actions of a Team are greater than the amount of the deposit paid by that Team, the Company will pursue the Team for the outstanding sum in accordance with the Team Entry Agreement without prejudice to any other rights the Company may have under the Team Entry Agreement or otherwise. For the avoidance of doubt, the Team shall irrevocably indemnify the Company from any liability in respect of all costs incurred from his/her non-compliance with this condition.

Please note that all bank charges made by all banks involved with the transfers for the payment provider used to facilitate holding this deposit will

be the responsibility of the teams.

### **Important Event Information by Email**

Important information about the Event will be sent to registered team members by email and it is the responsibility of the Team Members to register an appropriate email address and update this email address as needed to receive the Event updates by email. It is recommended that all teams add the following email addresses to their email contacts or safe sender list: monkeyrun@theadventurists.com; HQ@theadventurists.com. All team members will also be added to The Adventurists newsletter - to unsubscribe use the link in the newsletter or email HQ@theadventurists.com to opt out.

### **Getting help on the road**

Teams must note that the Company will not offer any assistance or advice to Teams during the Team's journey from the Designated Starting Point to the Designated Finishing Point. Without prejudice to any provision of the Team Entry Agreement Teams shall be solely responsible for planning their travel route from the Designated Starting Point to the Designated Finishing Point and for making all necessary preparations and taking all necessary safety precautions and obtaining all necessary clearances, visas, authorizations to complete their chosen travel route.

**TEAMS MUST READ THE LIST BELOW.** It is produced by the British Foreign Office who have specifically asked us to draw your attention to it after a number of Teams contacted them for help that they cannot give. Please note that the Company provides no warranty whatsoever as to the accuracy of the information played below and accepts no liability whatsoever for any loss or damage caused as a consequence of a Team's reliance on the information below.

Teams must be aware that British Embassies can in no way help teams or Team members should they break a law. They should not be contacted when a Team or any Team Members are in difficulty unless it is believed a Team or any Team Members are being treated illegally. To assist teams in determining what matters the British Foreign Office can and can't do, they have specifically asked the Company to draw your attention to the following list:

#### **British consular staff cannot:**

- â€¢ Get you out of prison, prevent the local authorities from deporting you after your prison sentence, or interfere in criminal or civil court proceedings;
- â€¢ Help you enter a country, for example, if you do not have a visa or your passport is not valid, as we cannot interfere in another country's immigration policy or procedures;
- â€¢ Give you legal advice, investigate crimes or carry out searches for missing people, although we can give you details of people who may be able to help you in these cases, such as English-speaking lawyers;
- â€¢ Get you better treatment in hospital or prison than is given to local people;
- â€¢ Pay any bills or give you money (in very exceptional circumstances we may lend you some money, from public funds, which you will have to pay back);
- â€¢ Make travel arrangements for you, or find you work or accommodation; or
- â€¢ Make business arrangements on your behalf.

#### **British consular staff can:**

- â€¢ Issue replacement passports;
- â€¢ Provide information about transferring funds;
- â€¢ Provide appropriate help if you have suffered rape or serious assault, are a victim of other crime, or are in hospital;
- â€¢ Help people with mental illness;
- â€¢ Provide details of local lawyers, interpreters, doctors and funeral directors (see Note 1);
- â€¢ Do all we properly can to contact you within 24 hours of being told that you have been detained;
- â€¢ Offer support and help in a range of other cases, such as child abductions, death of relatives overseas, missing people and kidnapping;
- â€¢ Contact family or friends for you if you want; and
- â€¢ Make special arrangements in cases of terrorism, civil disturbances or natural disasters.

## NOTE 1

Neither the Government nor the relevant British Embassy, High Commission or Consulate can make any guarantee in relation to the professional ability or character of any person or company on the above list, nor can they be held responsible in any way for you relying on any advice you are given.

See the Foreign Office website for full details. <http://www.fco.gov.uk>

### Schedule 2: The Event Marks



### Schedule 3: Event Schedule

Team members will be informed of all Events by e-mail using the e-mail address registered on the member's user account on the website.

**7th March 2018:** Deadline for lodging refundable vehicle deposit

**7th April 2018:** Pre-Launch Party

**8th April 2018:** Launch Day

**15th April 2018:** Finish Party

**25th May 2018:** Final date for submitting charity totals

### Schedule 4: Example Standard Vehicle Specifications

**Engine:** 4 stroke, single cylinder, air cooled

**Engine Size:** 90cc

**Transmission:** 4 speed

**Fuel Capacity:** 8.5 litres

**Top Speed:** 80kmph

**Dry weight:** 68kg