



Terms and Conditions

These terms and conditions (Conditions) govern the contractual relationship between you and Empty Quarter Challenge (EQC) with respect to the Challenge. Please read these Conditions carefully as by booking the Challenge with EQC, or by participating in the Challenge you acknowledge that you have read and understand these terms and conditions and accept and agree to be bound by these Conditions.

1. INTERPRETATION

Definition. In these terms, the following definitions apply:

The Challenge

The Empty Quarter Challenge is a walking / running experience in the desert that follows a part of the historic exploration called Calderan Line, made in 2020 by the Italian Explorer Max Calderan who walked from West to East 1100km, following the middle line of the "Empty Quarter". This legendary achievement has been worldwide broadcast through the documentary INTO THE LOST DESERT produced by The Empty Quarter Studios.

The Empty Quarter Challenge allows you to discover your own physical and mental capability in an "extreme place" like the biggest sand desert all over the world, The Empty Quarter, Arabic name Rub Al Khali

Challenge Documents	documents containing details of the Challenge, including itinerary, kit lists, further information, cost and payment information sheet – registration fees, minimum sponsorship and challenge costs, challenge dates.
Challenge Leader	the person who leads the Challenge on behalf of EQC
Contract	the contract between the you and us in accordance with these Conditions and the information set out in the Challenge Documents.
Force Majeure Event	any circumstances which are unusual and/or unforeseeable which are beyond the control of EQC, the consequence of which could not have been avoided even if all due care had been exercised, including (but not limited to) war or threat of war, riot, civil strife, hostilities, political unrest, government action, industrial dispute, natural or other disaster, nuclear incident, pandemics, restriction from pandemics, terrorist activity, weather conditions, closure of airports, fire, flood, drought, re-scheduling or cancellation of flights or alteration of the airline or aircraft type by an airline and technical problems with transportation and all similar events outside the control of the parties.
EQC	The organiser of the Empty Quarter Challenge is Hopatec Sports Services LLC, a company licenced by the Dubai Department of Economic Development , License 683845.



Registration Fee	the registration fee payable for the Challenge as set out on the EQC Website and/or Challenge Documents.
Supplier	a company/person not employed by EQC who provides services regarding the Challenge
You	the first person named on the registration form and all persons on whose behalf a booking is made.

Construction.

In these Conditions, the following rules apply:

- 1.1. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.2. a reference to writing or written includes e-mail.
- 1.3. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.4. any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words of those terms.

2. REGISTRATION

- 2.1. To register for the Challenge you must complete EQC's registration form and pay the Registration Fee as detailed in the Challenge Documents and/or the EQC Website. Please note that completion of the registration form does not constitute our acceptance of your booking.
- 2.2. When you register for the Challenge you undertake that you have the authority to accept, and do accept these Conditions.
- 2.3. If your registration is successful, a confirmation will be sent to you. The Contract will exist when EQC issues you with a letter confirming your acceptance onto the Challenge, together with a receipt for your Registration Fee. You are not considered registered with EQC until such time as EQC receives cleared funds in respect of the Registration Fee.
- 2.4. The Registration Fee is non-refundable unless we cancel the Challenge for any reason other than a Force Majeure Event. You have the option to protect fees for unforeseen and outside of control cancellations.

3. PARTICIPATION

- 3.1. You need to be a minimum of 18 years old and consider yourself to be fit and healthy enough, and physically able to complete the Challenge as set out in the itinerary, fully acknowledging the possible risks inherent with adventure travel, and have no other medical condition other than any disclosed to GAC, Global Assessment of Change (score used in clinical studies medical)
- 3.2. The whole philosophy of this type of Challenge is one which allows alternatives and a substantial degree of on-tour flexibility. The outline itineraries given must therefore be taken as an indication of what each participant should accomplish and not as a contractual obligation on our part. It is a fundamental condition



of joining this Challenge that you accept this flexibility, and acknowledge that delays and alterations and their results, such as inconvenience, discomfort, or disappointment, are possible.

- 3.3. The Organiser through the GAC reserves the right on reasonable grounds to decline your request to register and participate in the Challenge. Your entitlement to participate depends on GAC being satisfied that there are no circumstances under which we ought properly to decline your participation in the Challenge. Our decision on your participation shall be final and binding. We will not exercise this right against you unless there are clear grounds for us to do so.
- 3.4. You must comply with the laws and regulations of the countries visited and comply with all reasonable instructions of the Challenge Leader relating to the safety and organisation of the Challenge
- 3.5. If in EQC's opinion, person in authority feels that you are behaving in such a manner as to cause danger, distress or annoyance to others or cause damage to property, your Challenge arrangements may be terminated by us or the Supplier concerned. In such an event, EQC shall have no liability to you and will not be responsible for making any refunds, paying any compensation or meeting any costs or expenses you incur as a result. Furthermore, you must meet any expenses EQC incurs as a result of your behaviour.
- 3.6. You acknowledge and agree that EQC may use with your consent and without charge, photography taken prior to, during, or after the Challenge in its brochures, on the EQC website, in its social network marketing activities and any other relevant promotional material.
- 3.7. Most participants complete the Challenge they undertake. However, if you are obliged to cut your Challenge short due to ill-health or for any other reason, there is no refund of any fees, or flight and accommodation costs. Any additional accommodation and/or transfer fees, flight and accommodation costs are your responsibility.
- 3.8. No credit or refunds will be given if you fail to take up any component of your Challenge, or if you lose, mislay or destroy any travel documents.

4. MEDICAL CONDITIONS AND MEDICAL FORM

- 4.1. EQC requires all participants to complete a medical questionnaire. You agree to complete the medical questionnaire accurately and honestly giving full details of any current medical or historic medical condition that still affects you. You must advise EQC of any new condition which you may develop before the date of departure. Such information will be maintained in a confidential manner and in accordance with Data Protection Legislation.
- 4.2. If you have any medical condition, which EQC in its sole discretion considers it may affect your involvement in the Challenge, EQC require you to have the medical questionnaire signed by a licensed and practising medical doctor in order for you to participate in the Challenge.
- 4.3. Notwithstanding the circumstances, if you are unable or unwilling to obtain a doctors signature in accordance with clause 4.2 you shall be deemed to have not fulfilled the required conditions to enable your participation on the Challenge. This shall be treated as a cancellation by you and result in applicable cancellation charges being imposed.
- 4.4. Certain challenges may not be suitable for all people due to restriction posed by limitation in mobility, physical or cognitive disability, pregnancy or other various medical conditions. EQC reserves the right to refuse a booking if we feel unable to accommodate the particular needs of the person(s) concerned.



- 4.5. It is a condition of joining a Challenge that in cases of emergency the EQC representative has your authority to arrange any necessary medical or surgical treatments and to sign any required form of consent on your behalf.
- 4.6. You agree and acknowledge that a qualified first aider may attend to you in case of an emergency prior to you receiving care from a health care provider.
- 4.7. You participate in the Challenge entirely at your own risk and assume all of the known and unknown risks that may result from participation in the Challenge in light of any disclosed medical condition. You acknowledge that participation in the Challenge may involve travel to remote areas. If you are injured or suffer from an illness during the Challenge, a qualified medical practitioner may not be immediately available in order to treat any injury or illness, and you accept all risks associated with any delay in the provision of medical treatment.
- 4.8. You agree to indemnify and hold harmless EQC, its officers, employees and subcontracts from all claims, damages, losses and injuries arising out of or resulting from the delay of or the provision of first aid or medical assistance except in the case of death or personal injury caused by the negligent acts of EQC, its officers, employees and subcontracts.

5. MINIMUM NUMBERS

- 5.1. EQC's registration fees are based on a minimum number of people in the group participating in the Challenge. If the group is smaller or becomes smaller than this minimum number, EQC may offer the option to continue with the Challenge with less than the minimum numbers, however a small supplementary fee will be applicable.
- 5.2. Where a small group supplement becomes applicable EQC will communicate this to you no later than 4 weeks for the departure and you will be liable for any small group supplement on receipt of an invoice from EQC. Any failure by you to pay such invoice by the due date will result in EQC refusing your participation in the Challenge. In this case, EQC will provide a full refund of any payments made but will not be liable for any additional compensation.

6. CHALLENGE PAYMENTS & COSTS

- 6.1. You must pay the Registration Fee on registering, and must pay the Challenge cost and if applicable any price increase, at least 4 weeks prior to the departure date of your Challenge. EQC reserves the right to treat any arrangements as being cancelled by you if such payment is not received 4 weeks prior to departure. If you register within 4 weeks of departure, the full cost should be paid at the time of registration.
- 6.2. You are responsible to pay for your personal equipment, tips, any relevant country and overseas airport taxes*, fuel surcharges*, government imposed fees* and the costs of flights, visas*, vaccinations*, additional food and drink, personal spending money, transport to and from the airport of departure in your country of departure, travel insurance (see clause 15), single supplement*, small group supplement* amending confirmed details* and any other activities not included in the itinerary (*if applicable).

7. CANCELLATION

- 7.1. All amendments and cancellations should be confirmed to EQC in writing. Cancellations are only effective from the day that they are received by EQC. If you are posting your cancellation to us recorded delivery



is essential. Your insurance policy may refund much of your costs if cancellation is due to certain specified factors.

- 7.2. EQC reserves the right in any circumstance to cancel the Challenge. However, in no case will EQC cancel your Challenge less than 4 weeks before the scheduled departure date unless it is in the case of a Force Majeure Event.
- 7.3. EQC shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from a Force Majeure Event. EQC will provide a full refund of any payments made but will not be liable for any additional compensation.
- 7.4. If EQC has to cancel your Challenge before the date of departure (other than in the case of a Force Majeure Event) you will be offered either:
 - 7.4.1. an alternative Challenge of comparable type, or
 - 7.4.2. a full refund of your Registration Fee
- 7.5. In exceptional circumstances where there are less than the minimum number of participants required to operate the Challenge, EQC reserves the right to cancel the Challenge, and will not do so later than 4 weeks prior to the Challenge departure date. In these exceptional circumstances, the Registration Fee will be returned to you in full along with any proportion of insurance premium (if any) returned at the discretion of your travel insurance provider.
- 7.6. If the Challenge is cancelled by EQC in the circumstances set out at 7.5 above, EQC will not be liable to you for any compensation including incidental expenses that you may have incurred as a result of your booking, such as but not limited to visas, vaccinations, lodgings and non-refundable flights.
- 7.7. EQC reserve the right to cancel or curtail the Challenge at any time if in the reasonable opinion of EQC or the Challenge Leader it would be unsafe or would risk the health of any participant to commence or continue with the challenge.

8. CHALLENGE DOCUMENTATION

- 8.1. The itineraries, further information and equipment lists, travel insurance for the Challenge, instructions to apply for visas (where applicable), medical questionnaire and other details are published in good faith as statements of intention only. EQC may make reasonable changes to the itinerary, vehicle and equipment use where deemed necessary or advisable.
- 8.2. In due course you will be provided with general information about your Challenge, which could include travel insurance, passport and visa requirements, information about health formalities required for the Challenge, and the times and places of intermediate stops and transport connections and accommodation details.
- 8.3. You must ensure that your travel documents, full ten year passport (with a minimum of six months validity at the end of the Challenge), visas and vaccination certificates are in order. Please bear in mind these requirements are subject to change and EQC cannot be held responsible if you do not check current requirements before your departure. If failure to obtain any such documents results in fines, surcharges or other financial penalty being imposed upon EQC then you shall reimburse accordingly.
- 8.4. You are liable for any costs, expenses or other sums incurred by you as a consequence of a refusal to allow you into any country on the itinerary as a result of insufficient time on your passport or otherwise.
- 8.5. The information in the Contract and in the documents supplied to you accompanying the Contract is correct at the time of printing, and is given in good faith but without responsibility on the part of EQC. Where relevant you should check with the relevant authority the latest information prior to your Challenge.



9. CHALLENGE ITINERARY

- 9.1. In an adventure challenge the itinerary may be and often is changed at short notice due to changing weather patterns, and other factors out of our control. While EQC makes all proper and reasonable efforts to maintain the advertised itinerary we do not guarantee that we can keep to the intended itinerary. Therefore, EQC reserves the right to amend the itinerary of the Challenge as and when it may become necessary to do so.
- 9.2. If there is a minor modification before you depart, EQC will notify you as soon as possible in writing but will not be obliged to pay any compensation. EQC is not liable for any penalty charges associated with 'supersaver' type connecting rail or air fares, in the event of a change to a tour departure date, time, or place. Departure timings and carriers are subject to change and all details given to you are for guidance only. It is advised that participants purchase travel arrangements which are flexible.
- 9.3. Should a major change become necessary EQC will inform you as soon as reasonably possible. A major change includes but is not limited to a significant change of departure point or arrival point (other than departure or arrival points within the same city) or if outward or return transportation dates are re-scheduled by more than 24 hours.
- 9.4. If EQC alters the mode of transportation on the Challenge, then this is not a major change, but EQC will aim to notify you of any such change in advance.
- 9.5. If EQC is required to change the itinerary during the Challenge, the Challenge Leader will arrange the best alternative. This decision will rest on the sole judgement of the Challenge Leader. The decision of the Challenge Leader is final.
- 9.6. The availability or provision of accommodation is subject to the 'house rules' of the accommodation or site. This Challenge may be taking place in a region of a country where travel and accommodation standards are less developed than in your home country. Standards of accommodation will vary from extremely basic to adequate and in some locations, you may have to do without essential services.

10. CONDITIONS OF SUPPLIERS

- 10.1. EQC is not a carrier or provider of accommodation. Each journey (whether undertaken or not) by land, sea or air is governed by the conditions of the carrier undertaking to provide that carriage. Some of these conditions limit or exclude liability and are often the subject of international agreements. Copies of applicable conditions are available for inspection at the offices of the carrier concerned.

11. TRANSPORTATION DELAYS

- 11.1. You are responsible for check-in at the correct time and for presenting yourself to take up all pre-booked components of your Challenge. EQC accepts no liability whatsoever in this respect for any issues arising because of your own actions.
- 11.2. EQC has no control over cancellations and delays, which are subject to operational decisions by carriers, airlines and/or traffic control authorities.
- 11.3. Where it is not possible to ensure your timely return to the departure point due to unavoidable and extraordinary circumstances, EQC will bear the cost of necessary accommodation for a period not exceeding 3 nights.
- 11.4. If transportation delays mean that any additional transfers are required to enable you to join the group these costs must be met immediately by you and should later be reclaimed under your travel insurance policy if applicable.



11.5. If you are joining the tour locally (i.e., the country the Challenge takes place in) the responsibility of EQC does not commence until the appointed time at the designated meeting point.

12. LIABILITY

12.1. Participants together with their personal property including baggage are always solely at their own risk. EQC will not be responsible for any injury, illness, death, loss, damage, expense, cost or other claim of any description whatsoever which results from:

- 12.1.1. the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party or
- 12.1.2. the act(s) and/or omission(s) of a third party not connected with the provision of the Challenge, and which were unforeseeable or unavoidable or
- 12.1.3. a Force Majeure Event.

12.2. Nothing in these Conditions shall limit or exclude the liability of EQC for:

- 12.2.1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); or
- 12.2.2. fraud or fraudulent misrepresentation; or
- 12.2.3. any matter in respect of which it would be unlawful for the EQC to exclude or restrict liability.

12.3. Subject to clause 12.2:

- 12.3.1. EQC does not accept responsibility for any losses suffered by any person participating in a Challenge as a result of (including but not limited to) physical exertion for which a participant is not prepared, consumption of alcoholic beverages, breakdown of equipment; high altitude, lack of or limited access to medical attention in remote locations and the adequacy of medical attention once provided.
- 12.3.2. EQC shall under no circumstances whatever be liable to you, 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 the Contract; and
- 12.3.3. the total liability of EQC to you in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed two times the price of the Challenge.

12.4. EQC does not accept responsibility for services or facilities which do not form part of the Contract. If you book any additional activities locally, which is not part of the original Challenge itinerary, your contract for the operation of the activity is with the local company operating the activity. We are not responsible for the provision of the local activity or for anything that happens during the course of its provision by the supplier.

12.5. Participants are recommended to purchase flights approximately 8 weeks before the departure date of the Challenge. EQC shall not be liable for any flight costs, accommodation costs and any other associated costs incurred by a Participant before EQC confirms that the minimum numbers have been recruited for the Challenge and that the Challenge will proceed.

13. TRAVEL INSURANCE

13.1. In order to participate in the EQC event, it is compulsory that you have travel insurance for all Overseas Challenges. EQC is able to offer you travel insurance specifically tailored to these types of challenges. For up to date information on the relevant travel insurance company and their requirements for your chosen Challenge, please see the EQC Website.



- 13.2. If you decide to obtain your own travel insurance then you should provide us with details of your own personal travel insurance. You will not be allowed to travel if EQC discover that you have no proof of suitable travel insurance and in such circumstances no refund shall be given by EQC. If EQC discover that you have no suitable travel insurance after departure of the Challenge, EQC shall not be liable for any injury and/or damage to persons or property as a result of your failure to obtain suitable travel insurance and you acknowledge and accept the risks of participating in the Challenge without suitable travel insurance.
- 13.3. EQC will not vet or check your own personal travel insurance policy details. Therefore, you and you alone are responsible for ensuring that you have adequate personal travel insurance, with protection for the full duration of the challenge in respect of at least medical expenses, injury, death, repatriation, cancellation and curtailment. If you suffer from any current or pre-existing medical conditions you must disclose these to your travel insurer and ensure you have full cover for these conditions including provisions for medical treatment and repatriation. You must also advise them of any new condition which you may develop before the date of departure. Failure to disclose any medical condition could render your policy invalid. If you make your own arrangements you should ensure that there are no exclusion clauses limiting protection for the type of activities included in the challenge.
- 13.4. Whilst EQC has taken steps, which they consider necessary to review the travel insurance policies it offers, it is not possible to anticipate every conceivable risk or accident that can occur on an adventure Challenge. In addition, no insurance policy covers every possible accident that may arise. You are therefore requested to consider for yourself the wording of any policy provided which may be compulsory for the Challenge.
- 13.5. You should take the original copy of the travel insurance policy on the Challenge, and leave a photocopy at home.
- 13.6. If you extend your return date, you will also need to make sure that your travel insurance is extended to cover you for the full duration.

14. RISKS AND INDEMNITY

- 14.1. An adventure Challenge is not without risks. You must be adequately fit to cover the distances and undertake the programme set out in your Challenge itinerary. You therefore take part entirely at your own risk. In addition you agree to indemnify EQC against claims for loss or damage to personal property or for loss or consequential losses or claims through your participation in this Challenge arising from your own actions.
- 14.2. You take the risk that you will be able to satisfy all immigration customs or other authorities to be able to be granted lawful access into the country on the itinerary. If you are refused access, EQC will provide appropriate assistance in the circumstances with resolving your difficulties or returning to your departure destination. EQC may charge a fee for such assistance where such difficulties were caused intentionally or as a result of your negligence.

15. DATA PROTECTION

- 15.1. You acknowledge that EQC may share your personal information with its third party suppliers and operators who deliver services or component parts of the Challenge. By submitting any Personal Data to EQC, you accept that your Personal Data may be shared with selected third parties.



16. OTHER INFORMATION

- 16.1. Nothing in these Conditions are intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 16.2. EQC may transfer its obligations and rights under these Conditions and the Contract to a third party. You may not transfer your obligations and rights under these Conditions and under the Contract.
- 16.3. The Contract is between you and EQC. No one other than a party to the Contract shall have any right to enforce any of its terms.
- 16.4. Each of the clauses of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.5. No failure or delay by EQC in exercising any of its rights under the Contract means that EQC have waived that right, and no waiver by EQC of a breach of any provision of the Contract means that EQC will waive any subsequent breach of the same or any other provision.
- 16.6. No employee of EQC, other than a director has the authority to vary or omit any of these Conditions, or promise any discount or refund with regard to the cost of the Challenge. Any amendments to these Conditions may only be made in writing and signed by a director of EQC.
- 16.7. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.8. The Contract, and 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 the law of the United Arab Emirates.
- 16.9. Each party irrevocably agrees that the courts of Dubai, United Arab Emirates shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.