

## CREDIT VOUCHER TERMS & CONDITIONS

### INTRODUCTION

XYZ For Good Pty Ltd T/A Project Everest Ventures (ABN 81 608 075 672) (“**we**”, “**us**”, “**our**” or “**PEV**”) recognises that you, the client or customer, that has chosen to participate in, or receive, our services, courses or programs (“**you**” or “**your**”) may have been affected by COVID-19, the current ban on international travel outside Australia or the various public health orders in place across the different states and territories. We want to ensure you are still provided with the opportunity to participate in the life-changing experiences provided through our services, courses or programs (“**Services**”), so we are offering you a credit voucher, in accordance with the terms and conditions set out in this document (“**Terms**”).

The Offer is only valid until 5pm AEST Friday 21 August 2020.

### TERMS & CONDITIONS

#### 1. Acceptance of Offer

- a. Subject to you meeting the requirements listed at clause 2(a) (“**Requirements**”), we agree to offer you a credit voucher (“**Offer**”) for the total amount of \_\_\_\_\_ (“**Credit Voucher**”).
- b. By contacting us in writing advising us of your acceptance of our Offer or signing and returning these Terms, you agree to accept our Offer in accordance with these Terms. We may reject your acceptance of our Offer for any reasonable reason, including if we hold the reasonable view that you cannot meet the Requirements set out in these Terms.
- c. Subject to any rejection of your acceptance of the Offer by us, these Terms will take effect on and from the date on which you provide acceptance of our Offer (“**Effective Date**”).

#### 2. Requirements and Surrender of Existing Agreement

- a. In consideration of you accepting our Offer, you agree to:
  - i. pay a total of \_\_\_\_\_ to us no later than 30 September 2020;
  - ii. on and from the Effective Date, surrender any and all existing agreements you may have with us (including any service agreement, program agreement or training agreement, or any other agreement, whether written or verbal) (“**Existing Agreement**”), and, if applicable, you agree to do all things and sign all documents necessary to give effect to your surrender; and
  - iii. enter into a new agreement with us for the provision of our Services (“**New Agreement**”), when you wish to redeem the Credit Voucher in accordance with these Terms.
- b. For the avoidance of doubt, to the maximum extent permitted by law, you agree that by terminating the Existing Agreement you have with us in accordance with clause 2(a)(ii), on and from the Effective Date, you will no longer be entitled to any refund for any amounts paid by you under that Existing Agreement.
- c. On and from the Effective Date, you agree to release and forever discharge us from any continuing obligations under the Existing Agreement and from any claim, action, cause of action, damage, loss or liability, proceedings, accounts, costs and expenses,

whether known or unknown, legal or equitable and/or arising under any statute (“**Claim**”), that you have or had or may have against us, and you agree not to commence or maintain any Claim against us in relation to the Existing Agreement.

### 3. Credit Voucher

- a. In Australia, services come with guarantees which cannot be excluded under the Australian Consumer Law. Nothing in these Terms attempts to modify or exclude your statutory rights under the Australian Consumer Law.
- b. You agree that the Credit Voucher is, to the maximum extent permitted by law:
  - i. non-redeemable for cash;
  - ii. subject to the availability of our Services;
  - iii. personal to you and non-transferable to any other person or entity;
  - iv. unable to be resold;
  - v. non-refundable, except as provided under the Australian Consumer Law; and
  - vi. valid for 24 months after the issue date of the Credit Voucher. You agree that if you do not redeem the Credit Voucher within this period, the Credit Voucher will expire and the value of the Credit Voucher will be lost. For the avoidance of doubt, you must purchase or book our Services prior to the expiry date of the Credit Voucher, however the date for the provision of the Services may occur after the expiry date of the Credit Voucher.
- c. If you are entitled to a refund under law, you agree that we are entitled to retain the higher of:
  - i. 20% of the total value of the issued Credit Voucher to cover our administration costs; or
  - ii. the total value of any services we have already provided to you as listed at <https://www.projecteverest.ventures/pricing-inclusions-exclusions/>.

### 4. Services Redeemable

- a. You may redeem the Credit Voucher by referencing the Credit Voucher number prior to you booking in, or purchasing, our Services or by redemption through our voucher portal available at <https://www.wave.projecteverest.ventures/>.
- b. We agree to make available the following Services for redemption under the Credit Voucher we issue to you:
  - i. Global Impact Program - from July 2021 onwards only;
  - ii. Australian Impact Program;
  - iii. Virtual Impact Program; and
  - iv. Team Leadership Training Course.You agree that if under the Existing Agreement, you were offered a place on the Global Impact Program (v.1), you may only redeem the Credit Voucher for the Global Impact Program (v.1).
- c. You may use your Credit Voucher for one or more of the Services listed at clause 4(b), with the dates of each of the Services listed on our website at <https://www.projecteverest.ventures/>.
- d. Any unused amounts of your Credit Voucher can be put towards any other Services currently on offer by us that is not otherwise listed in clause 4(b), provided that you meet any necessary prerequisites and application requirements.
- e. When you redeem the Credit Voucher for our Services, you will be required to enter the New Agreement with us for our provision of the relevant Services to you.

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- f. Any outstanding difference in the amount of the Services and the amount of the Credit Voucher will be payable by you in accordance with our payment terms under the New Agreement.
- g. You are not required to go through any additional selection process for the Global Impact Program, Australian Impact Program or Virtual Impact Program, however you will be required to complete Stage 2 of the Team Leadership Training Course application process to be considered for a place in the Team Leadership Training Course. There may also be other prerequisites and application requirements that apply to our other Services, and your ability to participate in these Services is subject to you satisfying the relevant prerequisites and application requirements.

**5. Governing Law**

These Terms are governed by the law in force in New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales.

**6. Severance**

If any part of these Terms is for any reason unenforceable, that part must be read down to the extent necessary to preserve its operation. If it cannot be read down, it must be severed.

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

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