

# booking form

To join one of our trips, please complete this form and send it to your nearest World Expeditions office or your local travel agent, together with a non-refundable deposit of \$400 per person per trip or; for Antarctic, Arctic and Russian Far East tours US\$1,500 (some voyages will require a deposit of US\$2,500, 25% or 30%, please refer to the trip notes). On receipt of the form, we will send you a confirmation kit covering all aspects of your selected adventure(s). Please check the specific trip notes on our website regarding varied deposit amounts or final payment deadlines.

## PARTICIPANT 1 DETAILS BELOW TO BE PROVIDED AS IT APPEARS IN YOUR PASSPORT

TITLE:  MR  MRS  MISS  MS  DR

SURNAME: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ PROVINCE/STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

TEL: (MOB) \_\_\_\_\_ (LAND) \_\_\_\_\_

EMAIL: \_\_\_\_\_ OCCUPATION: \_\_\_\_\_

DATE OF BIRTH: (DD/MM/YR) \_\_\_\_ / \_\_\_\_ / \_\_\_\_ HEIGHT (CM): \_\_\_\_\_

DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION?  YES  NO

IF YES, PLEASE PROVIDE DETAILS \_\_\_\_\_

DO YOU HAVE SPECIAL DIETARY REQUIREMENTS?  YES  NO

IF YES, PLEASE PROVIDE DETAILS: \_\_\_\_\_

EMERGENCY CONTACT  
NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

TEL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## PARTICIPANT 2 DETAILS BELOW TO BE PROVIDED AS IT APPEARS IN YOUR PASSPORT

TITLE:  MR  MRS  MISS  MS  DR

SURNAME: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ PROVINCE/STATE: \_\_\_\_\_ POSTCODE: \_\_\_\_\_

TEL: (MOB) \_\_\_\_\_ (LAND) \_\_\_\_\_

EMAIL: \_\_\_\_\_ OCCUPATION: \_\_\_\_\_

DATE OF BIRTH: (DD/MM/YR) \_\_\_\_ / \_\_\_\_ / \_\_\_\_ HEIGHT (CM): \_\_\_\_\_

DO YOU HAVE A PRE-EXISTING MEDICAL CONDITION?  YES  NO

IF YES, PLEASE PROVIDE DETAILS \_\_\_\_\_

DO YOU HAVE SPECIAL DIETARY REQUIREMENTS?  YES  NO

IF YES, PLEASE PROVIDE DETAILS: \_\_\_\_\_

EMERGENCY CONTACT  
NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

TEL: \_\_\_\_\_ EMAIL: \_\_\_\_\_

## PASSPORT DETAILS – optional, not required at time of booking

NATIONALITY: \_\_\_\_\_

PASSPORT NUMBER: \_\_\_\_\_

DATE OF ISSUE: (DD/MM/YR) \_\_\_\_ / \_\_\_\_ / \_\_\_\_ EXPIRY DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## PASSPORT DETAILS – optional, not required at time of booking

NATIONALITY: \_\_\_\_\_

PASSPORT NUMBER: \_\_\_\_\_

DATE OF ISSUE: (DD/MM/YR) \_\_\_\_ / \_\_\_\_ / \_\_\_\_ EXPIRY DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## TRIPS SELECTED

TRIP NAME: \_\_\_\_\_ DEPARTURE DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ ALTERNATIVE DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

TRIP NAME: \_\_\_\_\_ DEPARTURE DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ ALTERNATIVE DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

NO SINGLE SUPPLEMENT IS CHARGED ON MOST OF OUR TOURS IF YOU ARE WILLING TO SHARE. YOU MAY REQUEST A SINGLE SUPPLEMENT  YES  NO

DO YOU HAVE TRAVEL INSURANCE?

- NO, please send me information
- YES, but I don't have the details with me
- YES, details below

My insurance is with: \_\_\_\_\_ Policy number: \_\_\_\_\_ Intl phone number(s): \_\_\_\_\_

DO YOU REQUIRE FLIGHTS?  NO  YES IF YES,  BUSINESS  ECONOMY FROM/TO [CITY] \_\_\_\_\_

ADDITIONAL ARRANGEMENTS OR EXTENSIONS IF REQUIRED: \_\_\_\_\_

I WOULD LIKE TO OFFSET 1 TONNE OF CARBON PRODUCED BY MY AIR TRAVEL (CA\$21/US\$16):  YES  NO – NOTE: if you agree the charge will be applied to your invoice

HAVE YOU TRAVELLED WITH US BEFORE?  YES  NO WHERE DID YOU HEAR ABOUT US? \_\_\_\_\_

IN SIGNING THIS BOOKING FORM, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND ACCEPT THE CONDITIONS OF CONTRACT ACCOMPANYING THIS BOOKING AND THE OBLIGATIONS SET OUT IN THE CONDITIONS. IF AGED UNDER 18, THIS FORM REQUIRES THE SIGNATURE OF YOUR PARENT OR LEGAL GUARDIAN.

PARTICIPANT 1: SIGNED: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ PARTICIPANT 2: SIGNED: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## CREDIT CARD DETAILS – PARTICIPANT 1

VISA  MASTERCARD

CARD NUMBER: \_\_\_\_\_ CVV: \_\_\_\_\_

EXPIRY DATE: \_\_\_\_ / \_\_\_\_ SIGNATURE: \_\_\_\_\_

CARDHOLDERS NAME: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

## CREDIT CARD DETAILS – PARTICIPANT 2

VISA  MASTERCARD

CARD NUMBER: \_\_\_\_\_ CVV: \_\_\_\_\_

EXPIRY DATE: \_\_\_\_ / \_\_\_\_ SIGNATURE: \_\_\_\_\_

CARDHOLDERS NAME: \_\_\_\_\_ AMOUNT: \_\_\_\_\_

FAX FORM TO: 613 241 4189 / EMAIL: [info@worldexpeditions.com](mailto:info@worldexpeditions.com)



# terms & conditions

Please read carefully the terms in the conditions of contract. In completing and submitting the Booking Form, you agree to be bound by these conditions which constitute the agreement between World Expeditions Monde Ltd (World Expeditions) and you. These conditions apply to the exclusion of any other terms or conditions unless they are set out in the Booking Form or are otherwise agreed to in writing by the parties. Previous dealings between the parties will not vary these conditions. No purported variation of these conditions will be effective unless in writing and signed by a person so authorized by World Expeditions.

## 1. How to Book

To reserve your place on one of the tours, you should complete the Booking Form and send it, together with a non-refundable deposit of \$400 per person per trip or; for Antarctic, Arctic and Russian Far East tours US\$1,500 (some voyages will require a deposit of US\$2,500, 25% or 30%, please refer to the trip notes), to your nearest World Expeditions office, or to your travel agent. Some trips require a non-refundable additional deposit or instant payment for a permit. In these instances refer to the individual trip notes for an explanation.

## 2. Prices

The prices quoted on our website (www.worldexpeditions.com) represent the most current prices, are per person and are subject to minimum numbers. Where minimum numbers are not met by the final payment date, a small group surcharge will be offered to ensure the trips operation. Refer to the trip notes for the price validity. For departures past the validity date, an increase is likely due to local inflationary pressures on operational costs. Refer to the trip notes for all tour inclusions and exclusions. Once you have paid a deposit for your trip any subsequent discounts or price reductions that are advertised may not be retrospectively applied. Package prices are per person based on ground costs, fuel prices, airfares, exchange rates and assumptions made at the time of pricing our trip. World Expeditions tries its utmost not to increase tour prices (in full or part), however sometimes increases are outside its control. World Expeditions reserves the right to amend tour prices without notice at any time before the departure date. Amendments may be necessitated for many reasons including, but not limited to, exchange rate fluctuations, increased fuel costs, airfares, airport charges, increases in ground operation service fees, or the need to engage alternative air or ground operators. Any increase in tour prices must be paid prior to the departure date. Should the increase of your tour price be greater than 7% of your original tour price, you have the right to cancel your trip and get a refund for the monies paid for your tour. You will not be entitled to claim any additional amounts or seek any compensation for any loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, gear purchases, airline tickets, airport and airline taxes).

## 3. Payment

The prices are for payment by cash, certified cheque, money order or credit card (credit card are accepted for deposit only on Polar voyages and full GHT). The balance of the tour price is payable to World Expeditions 70 days prior to departure, or 120 days prior to departure for Antarctic, Arctic and Russian Far East tours. Prices are quoted in US dollars to USA residents and Canadian dollars to Canadian residents (unless otherwise specified) and all payments must be made in the respective currency with the exception of Antarctic, Arctic and Russian Far East tours, which are quoted and payable in US dollars unless otherwise specified. If payment of the balance of the tour price is not received by World Expeditions by the required time you will be taken as having cancelled the tour and cancellation charges in accordance with condition 5 will apply.

## 4. Amendments/Transfers

AMENDMENTS: If you wish to make amendments to your tour arrangements, you must notify World Expeditions in writing. Each amendment to your tour arrangements will incur a \$100 administration fee and you will be liable for any increase in airfares or operational expenses occasioned by the amendment. All administration fees must be paid before departure.

TRANSFERS: If you wish to transfer from one tour to another, you must notify World Expeditions in writing. Once World Expeditions receives your notice the transfer will take effect subject to the following. Transfers may only be made to another tour to commence within 12 months of your original departure date and the following transfer charges will apply:

- If your notice is received more than 70 days prior to your original departure date, a \$100 transfer fee will apply. In addition, any increase in airfares or operational services or extra permit/deposit penalties will apply; or
- If your notice is received within 70-35 days prior to your original departure date, 50% of your original tour price will be forfeited, if less than 35 days prior 100% of your tour price will be forfeited.

For Antarctic, Arctic and Russian Far East tours transfers will not be allowed unless received in writing by World Expeditions, not less than 120 days prior to the departure date of the original tour. Transfers will only be accepted if you are transferring to another Antarctic, Arctic or Russian Far East tour that departs in the same season. If the transfer is agreed to by World Expeditions, a fee of US\$500 per person will apply to Antarctic, Arctic or Russian Far East tours unless your request for transfer is made within 120 days in which case the cancellation penalties listed below will apply.

Note: Any requested amendment to tour arrangements or transfer from one tour to another is subject to availability and the agreement in writing of World Expeditions, however, the transfer of a trip from one person to another is not permitted.

## 5. Cancellations (excluding Antarctic, Arctic & Russian Far East Tours)

If you wish to cancel your tour, you must notify World Expeditions in writing. Once World Expeditions receives your notice, cancellation will take effect subject to the following:

- If cancellation takes place more than 70 days prior to your departure date your full deposit will be forfeited.
  - If cancellation takes place between 70 & 35 days prior to your departure date or between 70 & 40 days for trips in Australasia 50% of the tour price will be forfeited.
  - If cancellation takes place less than 35 days prior to your departure date, or 40 for trips in Australasia, 100% of the tour price will be forfeited.
- For Antarctic, Arctic and Russian Far East tours:
- If cancellation takes place more than 120 days prior to your departure date, you will forfeit the full deposit amount.
  - If cancellation takes place less than 120 days prior to your departure date 100% of the tour price will be forfeited.

Variations to the conditions outlined in clauses 3, 4 and 5 may apply. Please refer to individual trip notes for details. The tour price is quoted as a package. No partial refunds or credit will be given for services not used. Any amount forfeited, which has not then been paid to World Expeditions by you, may be recovered from you by World Expeditions as a debt due and payable.

## 6. Health & Fitness Requirements

You must be in good health and physical condition and are strongly advised to follow our pre departure fitness training recommendations. You will be required to submit a medical questionnaire as proof that you are fit enough to participate in the tour 70 days prior to departure. If you have booked a tour graded 1-7 you may complete the medical form yourself, unless you have a pre existing medical condition or are over 70 years of age, in which case, you must have your doctor complete your medical form to certify you as fit to participate. For tours graded 8 to 10 you will be required to have your doctor complete and sign your medical questionnaire. If you suffer from severe muscular, chest heart or bronchial disorders, or if you are a severe asthmatic, or have high blood pressure, you are strongly advised against participating. Tours take place in remote areas where there is little or no access to normal medical services or hospital facilities for serious problems. Evacuation, where necessary,

can be prolonged, difficult and expensive. Medical and evacuation expenses will be your responsibility but insurance may cover you depending on the circumstances. While we do not discriminate by age, due to the extreme nature of our mountaineering trips we strongly discourage participants over 60 years of age. World Expeditions reserves the right in its absolute discretion to refuse a participant the right to participate on a tour.

## 7. Medical Disclosure

You declare and warrant that  
• you are in good health and mental and physical fitness at the time of booking this tour;  
• you have disclosed to World Expeditions every matter concerning your health and mental and physical fitness of which you are aware, or ought reasonably be expected to know, that is relevant to World Expeditions' decision to permit you to go on the adventure tour; additionally that pre-existing medical conditions are disclosed to your travel insurer and cover sought.  
• immediately upon any adverse change in your health or fitness that may be likely to affect World Expeditions' decision to permit you to go on the adventure tour, you will notify World Expeditions in writing of any such adverse change.  
• World Expeditions are permitted to disclose medical information to our consultant doctor.  
• World Expeditions' consultant doctor may exclude you from a tour if he/she deems it necessary. You acknowledge that the obligation to disclose under this condition continues from the time of booking the tour through to departure and extends for the duration of the tour.  
• You have taken the necessary precautions to immunise/vaccinate for the destination you are travelling to.

If you fail to comply with the duty of disclosure in this condition and if World Expeditions would not have permitted you to undertake the tour, or continue participation of the tour, had you made full disclosure under this condition, World Expeditions will not be liable, except to the minimum extent required by law, for personal injury, death or property damage or loss incurred by you.

## 8. Tour Leaders

• In this condition, 'nominated tour leader' includes both the nominated tour leader and any other nominated person given at any time the task of leading or supervising any aspect of the tour.

• World Expeditions' nominated tour leaders take their responsibilities seriously and if for any reason a nominated tour leader believes, in his or her absolute discretion, that you should not participate in the tour, before your departure, even if you pass your medical, he/she may exclude you from the tour. In this event, but subject to condition 5, you will be offered the option of taking another tour considered suitable for you or a full refund of the purchased tour excluding but not limited to visa, passport and vaccination charges or departure, gear, purchases, airport and airline taxes. If for any reason during a tour the nominated tour leader considers you should not participate further due to you committing an illegal act, or in the opinion of the nominated tour leader, your behaviour is causing or is likely to cause danger, distress or annoyance to others, or your fitness or health is inadequate, he or she may direct you not to continue and you must follow the nominated tour leader's instructions. In this case you will not be entitled to any refund. Travel insurance may compensate you depending on the circumstances.

• World Expeditions reserves the right to change, at any time, the nominated tour leader of a tour. If that happens, World Expeditions will try to ensure that the alternative tour leader has expertise commensurate with that of the nominated tour leader. Any such change by World Expeditions will not give rise to any right on your part to cancel the tour or claim any expenses, loss or damage which may be suffered.

## 9. Complaints

If during the course of your trip you have a problem, please bring this to the immediate attention of the tour leader or relevant supplier (eg. Transport provider, hotelier). If your complaint is not resolved to your satisfaction, please contact your World Expeditions consultant by email or phone and they will endeavour to assist you. If your complaint cannot be resolved locally, please follow this up in writing within 30 days of your return home by writing to your local World Expeditions office. Please keep your letter concise and to the point in order for us to quickly identify your concerns and liaise with the relevant parties to respond to you as soon as possible.

## 10. Cancellation due to tour booking numbers

World Expeditions reserves the right to cancel any tour prior to departure in the event that there are too few people booked on a tour in which case you will be given a full refund of the tour price paid by you. You will not be entitled to claim any additional amounts or seek any compensation for any injury, loss, expenses or damage (either direct or consequential) or for any loss of time or inconvenience which may result from such cancellation (including but not limited to visa, passport and vaccination charges, gear purchases, airline tickets, and taxes).

## 11. Route changes, Postponement, Cancellation or Delay

World Expeditions reserves the right to:  
• change the date of departure or conclusion of the tour, or modify any aspect of the tour, or  
• cancel or modify any routes within the tour or objectives set out in the itinerary, or  
• substitute different or equivalent routes within the tour in place of cancelled or modified routes, or  
• postpone, cancel or delay (either in relation to the departure or arrival times or the duration of the tour) any such aspect of the tour, if in the absolute discretion of World Expeditions, it is necessary to do so due to indlement weather, snow or icy conditions or conditions that are otherwise likely to be hazardous or dangerous or due to any other adverse or threatening conditions whether political or military or terrorist or otherwise or if, in the absolute discretion of World Expeditions, there is a likelihood of any such event occurring which may impact upon the safety of the participants, or if an act or omission of a third party prevents the tour or the aspect of the tour being undertaken in accordance with your booking or for any other reason considered necessary by World Expeditions. In the event of any change, modification, cancellation postponement or delay under this condition, you acknowledge that you will have no right of refund of the tour price (whether in whole or in part) and no right to claim compensation for any injury, loss or damage or other additional expenses incurred by virtue of the change, modification, cancellation postponement or delay. World Expeditions also reserves, in its absolute discretion, the right to cancel any tour due to any government travel warning or advice, or any change in such warning or advice. In this event, condition 5 applies as if you had transferred or cancelled the tour at the date that World Expeditions cancelled the tour due to the governmental travel warning or advice. Travel insurance may compensate you depending on the circumstances.

## 12. Itineraries and brochures

Itineraries and other details are published in good faith as statements of intention only and reasonable changes in the itinerary and related items may be made where deemed necessary or advisable by World Expeditions. The information contained in World Expeditions' brochures, itineraries, and internet site is, to the best of World Expeditions' belief, correct at the date of publishing.

## 13. Insurance

Personal travel insurance is not included in the tour price. It is a condition of booking a tour with World Expeditions, and your responsibility to ensure that you are adequately insured for the full duration of the tour in respect of illness, injury, death, loss of baggage and personal items and cancellation and curtailment. You must provide evidence to World Expeditions that you have obtained personal travel insurance. You must ensure that your personal travel insurance covers all of the activities you expect to participate.

## 14. Proof of citizenship or information required for travel

It is your responsibility to obtain proper identification or proof of citizenship as required by the authorities of the destination to which you are travelling. You will not be entitled to a refund if you are denied boarding or entry on any basis, including without limitation, improper documentation or failure to provide information. It is recommended that your passport is valid for six months beyond the date of your return home to your home country.

## 15. Airlines and other transport providers

Any material published by World Expeditions, the Booking Form and these conditions of contract are not issued on behalf of, and do not commit any airline whose services are used or proposed to be used in the course of the tour. In the event that an airline's proposed travel or fare schedule is amended or cancelled, such amendment or cancellation will not be considered a cancellation of the tour by World Expeditions. Any flights or other transport forming part of the tour arrangements are subject to the conditions of the carrying airline or other transport entity, which in most cases limits the airlines' or other transport entity's liability to passengers in accordance with applicable international law and conventions. The liability of World Expeditions, any airline or other transport provider is limited so far as possible by the following conventions: Warsaw Convention 1929, as amended by the Hague Protocol and Montreal Protocol in relation to air travel; or Montreal Convention 1999; the Berne Convention for rail travel 1980; Athens Convention 1974 for carriage by sea; and the Geneva Convention for carriage by road 1978.

## 16. Force Majeure

If World Expeditions is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of act of God, strikes, trade disputes, fire, breakdowns, interruption of transport, government or political action, travel bans, acts of war or terrorism, acts or omissions of a third party or for any other cause whatsoever outside World Expeditions' reasonable control, World Expeditions will be under no liability whatsoever to you and may, at its option, by written notice to you either cancel the tour or take any other action as specified in condition 5

## 17. Assumption of risk

You acknowledge that:  
• by the very nature of adventure travel and trekking holidays, they are more challenging and demanding with a commensurately higher level of risk compared with conventional holidays, and involve potential exposure to injury and possibly death; and  
• in the countries and regions in which adventure travel is undertaken, standards of accommodation, transport, health care, hygiene, safety and service provision generally are often not as high as those standards in your country of residence and may require flexibility and patience on your part; and  
• operational control of the tour may be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against World Expeditions; and  
• the additional dangers and risks associated with adventure travel may include difficult and dangerous terrain; high altitude; extremes of weather, including sudden and unexpected changes; political instability; remoteness from normal medical services and from communications; and evacuation difficulties in the event of illness or injury; and  
• the enjoyment and excitement of adventure travel is derived in part from the inherent dangers and risks associated with adventure travel and that those inherent dangers and risks are a reason why you wish to undertake the adventure tour, and  
• you have submitted your booking for the tour after giving due consideration of relevant travel information including, without limitation, any relevant information or advice given by the governments of Australia, New Zealand and Canada, the British Foreign Office and US Department of State and that it is your responsibility to acquaint yourself that information or advice, for the above reasons you therefore accept the inherent and increased dangers and risks associated with the proposed adventure tour and the accompanying risk of injury, death or property damage or loss.

## 18. Disclaimer

You accept that:  
• World Expeditions acts as a booking agent for third-party tour operators and accepts no liability for the acts or omissions of those third-party tour operators; and  
• World Expeditions will not be liable for any breach of any law by any person with whom you travel on the tour; and  
• you may not rely on any representations concerning the tour made by World Expeditions which are not contained in these conditions.

## 19. Release and waiver of liability

You acknowledge and agree that:  
• where World Expeditions acts as a booking agent for third-party tour operators it accepts no liability for the acts or omissions of those third-party tour operators and does not authorise any suppliers including hotel management to promise refunds on our behalf; and  
• operational control of the tour may be in the hands of a third party and that your right of action in regard to any shortcomings of that third party's performance is against the third party and not against World Expeditions; and  
• World Expeditions will not be liable for any breach of any law by any person with whom you travel on the tour; and  
• you may not rely on any representations concerning the tour made by World Expeditions which are not contained in these conditions.  
To the extent permitted by law, by accepting the additional inherent dangers and risks associated with the tour, you release, waive and discharge all World Expeditions representatives from all claims, actions or losses for personal injury or death, property damage, loss of services, loss of profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise:  
• out of or occur during your travel in connection with the tour or any activities conducted in conjunction with the tour unless caused by the reckless conduct of World Expeditions representatives, or  
• in connection with any optional activities which you may undertake during the course of your tour but which do not comprise part of your tour itinerary and you accept that any assistance given to you by World Expeditions representatives in arranging such optional activities will not render the World Expeditions representatives liable to you in any way.

## 20. Privacy

You permit World Expeditions to collect personal information from you, or from your medical practitioner, regarding your health and medical condition. You acknowledge that this personal information may be disclosed to World Expeditions representatives in order to ensure your safety and well-being but will not be used by them for any other purpose.

## 21. Miscellaneous

A party will not be deemed to have waived any of its rights or remedies under these conditions or at law by allowing any time or indulgence or by not exercising any right or remedy arising out of any default by the other party.

If any part of a condition is illegal, unenforceable or invalid, it is to be treated as removed from the conditions, however, the remainder of the conditions are not altered.

## 22. Images

By signing these terms and conditions you certify that your image may be used without charge by The World Expeditions Travel Group for promotional purposes including but not limited to the website, printed promotional items and promotional presentations, unless you notify us in writing that you do not wish to have your image to be used for these purposes.

## 23. Severance of conditions

If any part of a condition is illegal, unenforceable or invalid, it is to be treated as removed from the conditions, however, the remainder of the conditions are not altered.

## 24. Jurisdiction

This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of Ontario. Should any conflict arise out of the application of the present contract, the Court of the province of Ontario will, at the exclusion of any other jurisdiction, proceed with all claims arising. This agreement and the rights and obligations of the parties will be construed and take effect in accordance with and be governed by the laws of Ontario. Should any conflict arise out of the application of the present contract, the Court of the province of Ontario will, at the exclusion of any other jurisdiction, proceed with all claims arising.