

Terms and Conditions

Peru Biochar Adventure Experience



1. The promoter of the competition is [Starfish Initiatives](#) (Starfish Enterprises Network Limited trading as) (ABN 26 150 552 962) (Starfish), C/- Legal Minds, PO Box 991, ARMIDALE NSW 2350, Australia.
2. The Competition period is from 10 July 2017 to 11:59pm, Australian Eastern Summer Standard Time on 31 December 2017 (Competition period).

Conditions of Entry

3. Entry to the competition is open to all persons aged 18 years or over who are subscribers to the [Biochar for Sustainable Soils](#) (B4SS) email newsletter as at 11:59pm, Australian Eastern Summer Standard Time on 31 December 2017. Any entry received by the promoter before or after the Competition period may be ineligible for entry and no responsibility will be accepted for lost, late or misdirected submissions.
 - (a) Entrants may only subscribe one email address to the B4SS email newsletter. Duplicate submissions will be not be accepted.
 - (b) The winner must be in possession of their own current passport to receive the prize so as to be eligible and able to travel to Peru.
 - (c) The winner is required to agree and comply with the Code of Conduct as detailed below
 - (d) The winner must be in good health with good mobility and able to comfortably participate in up to five hours of physical activity per day on most days. This includes the ability to walk at an easy pace, sometimes on uneven terrain and mountainous tracks under warm climatic conditions (30 – 35 °C), climbing stairs, moving your luggage a short distance and standing in meetings and workshops. If you are more than 70 years old, or have restricted mobility, it is highly likely that you will find this adventure challenging. You may have to miss several activities and will not get the full value of the prize. Your booking will not be guaranteed until after you have discussed your situation with Starfish Initiatives.
 - i. Participants must inform Starfish of any pre-existing medical or health conditions (i.e. asthma, mumps, measles, heart, respiratory, back complaints).
 - (e) The winner of the prize will be required to be involved with the promotional activities as is reasonably required by the promoter, including publicity, videos,



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photographs and articles that may be published on Starfish's and/or B4SS' communication platforms (e.g. website, social media, newsletters). For cooperating with these promotional activities no financial compensation will be paid to the winner.

- (f) The winner will reasonably comply with all of the promoter's requirements to organise travel and other logistics for the prize, including the timely provision of identification and other documents as might be required, signing of paperwork, etc.
 - (g) Each entry must be made in accordance with these Terms and Conditions. By entering the Competition, each entrant agrees to be bound by these Terms and Conditions. Entries not submitted in accordance with the Terms and Conditions may be deemed ineligible. Information on how to enter and prize details form part of these Terms and Conditions.
 - (h) The various Directors, Associates, employees and contractors of Starfish and the B4SS Country Partner organisations are not eligible to enter.
4. Starfish is collecting the Entrants' personal information for the purposes of conducting and promoting this Competition. Starfish's use of, and responsibilities with, such personal information is covered by Starfish's privacy policy, as detailed at <http://starfish-initiatives.org/privacy/>.

Prize Inclusions & Exclusions

5. The prize inclusions and exclusions are as follows.
- (a) Inclusions
 - i. All inclusions are at the discretion of the promoter.
 - ii. All travel will be booked by the promoter and seek to achieve the use the most direct and economical routes available.
 - iii. The overall prize is for the winner to travel to, visit and participate in the final series of workshops and field trial visits for B4SS' work in Peru. This will take place over a period of one week in March 2018.
 - iv. The full program details of the Peru Biochar Adventure Experience are detailed on the B4SS website at <http://biochar.international/peru-trip/>.
 - v. The official languages for the program will be Spanish and English.



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- vi. Return air fares (economy class) to Lima, Peru from the prize winner's departing airport (using the most direct and economical route available as determined at the absolute discretion of Starfish), arriving the day before the commencement of the Peru Biochar Adventure Experience
- vii. Transfers
 - A. From the prize winner's home to and from the agreed departing airport
 - B. To the various locations as detailed in the full program, including air flights in Peru
- viii. Accommodation as detailed in the full program
- ix. Drinks and meals as are detailed in the full program
- x. Travel insurance as arranged by the promoter
- xi. Frequent Flyer points for any flights will be attributable to the prize winner (if applicable)

(b) Exclusions

- i. The prize winner, and any travel companion they may chose to bring at their own expense, are responsible for obtaining any visa, travel documents, inoculations and health regulations that may be required.
 - ii. All additional or ancillary costs associated with the prize, including (where applicable) spending money, excess baggage, upgrades, airport lounge access, additional transport, additional flights or transfers, and all other incidentals other than as are detailed as Inclusions (Clause 3(a))
 - iii. Alcoholic drinks other than for the Farewell dinner as detailed in the full program
 - iv. Any extended travel which the prize winner may wish to organise, such as to see Machu Picchu or the Amazon
6. Participants recognise that Starfish is not a professional tour company. The purpose of this competition and prize is to share Starfish's and B4SS' work on use of biochar for sustainable soils with a person who has a keen interest in this area and who will travel to Peru at their own risk to see and participate in the field work conducted by B4SS.



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Awarding the Prize

7. The prize winner will be selected using a computer number generator no later than Wednesday 10 January 2018 and will be notified within two business days via email. The draw will be performed by a random computer process.
 - (a) The prize must be booked by B4SS no later than Wednesday 17 January 2018.
 - (b) The prize winner must take the prize as offered. The prize is not transferable, re-routable, redeemable, refundable, and cannot be sold or exchanged for cash.
 - (c) In the event of any force majeure, Starfish is not responsible or liable for any inconvenience or damages caused to the winner
8. Each entrant warrants that its entry does not breach the copyright or other intellectual property rights or privacy rights of any other person.
9. Except for any liability that cannot by law be excluded including any statutory consumer guarantees, Starfish, nor any of their respective officers, employees and agents will not be liable for any injury, damages, expenses, or loss whatsoever (whether direct or consequential) to persons or property as a result of any person entering the Competition or accepting or using any prize, including without limitation, failure of any winner to contact the promoter or non-receipt of any prize. The prize winner(s), and his or her guests (if any), must sign and return any liability release and indemnity provided by the Promoter and/or its contractors as a condition of a prize being awarded. Failure to return the signed releases and indemnities will result in the entitlement to the prize being forfeited and the selection of another winner.
10. The promoter may at its absolute discretion remove or reject any entry for any reason whatsoever. The promoter has the right to disqualify participants if he believes that the participants are not acting in conformity with the General and/or specific Terms and Conditions Competitions or if the participant is otherwise fraudulently accessing the competition or unfairly influencing the course of the competition.
11. If the Competition is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the control of the Starfish, including as a result of technical failures, Starfish reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, postpone, suspend, terminate or cancel the Competition as appropriate.



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12. The promoter is entitled to, at its discretion and without notice, change or modify these terms and conditions specific to the competitions for the duration of the contest and without giving a reason to discontinue, modify or adapt the competition for reasons of its own without any obligation to compensate any damages on behalf of the participant. Any changes or adaptations within the competition, will be made public in an appropriate manner (e.g. via its website).

Code of Conduct

Guiding Principles

- To ensure that the rights of all individuals are protected whilst participating in the Peru Biochar Adventure Experience.
- To ensure that breaches of the Code of Conduct are treated in a fair and consistent manner and within the expectations of all concerned.

Starfish Enterprises Network Limited & Biochar for Sustainable Soils Expectations

Starfish Enterprises Network Limited ("Starfish") and the Biochar for Sustainable Soils ("B4SS") ("the Tour Manager") expect support from the prize winner ~ and any accompanying travel partner/s as they might arrange in accordance with the Terms and Conditions ~ in implementing this Code of Conduct.

The expectations of Starfish include but are not limited to the following:

1. Your tour will include a visit to a variety of locations and venues. It is important that you follow any and all instructions by Starfish and/or B4SS personnel and do not touch any switches, objects or equipment at locations visited on the tour as it could result in serious injury to yourself and others or loss/error in production at venues visited as part of the tour.
2. Complying with restrictions, if any, on taking photos as required.
3. The tour will involve walking and participating in activities that will require reasonably good health of all participants. Participants must wear covered (not sandals or thongs) soled footwear and suitable clothing for all activities. Participants must also bring suitable clothing including a hat to protect from exposure to the sun, wind and rain.



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4. Participants warrant that they have no impediment to using elevators, travelling on buses, tractors or other vehicles as may be used from time to time.
5. Participants acknowledge that they will respect and keep confidential any information identified as such. Participants acknowledge that they may be granted privilege to confidential information that may not be permitted to be published or reproduced and undertake not to do so subject to authorisation from Starfish.
6. Participants shall not be intoxicated at any time during the tour.
7. Participants shall not stalk, harass or intimidate any other participant, Starfish or B4SS personnel, presenter, employee or contractor throughout the tour.

The Rights of All Individuals

8. All individuals and their property are to be valued and treated with respect.
9. All individuals have the right to a safe, secure and cooperative tour environment.
10. All individuals have the right to privacy.
11. All employees and contractors should be able to perform their duties in an atmosphere of order and co-operation.

Participant Responsibilities

12. All participants should treat one another, Starfish and B4SS personnel, contractors, and presenters and property with respect. Courteous and responsible behaviours are expected at all times.
13. All participants should act and behave in a way which does not endanger, intimidate or interfere with the participation of others.
14. Walk quietly with the tour guide – no running or diverting from the tour route.
15. All participants should respect others rights to privacy.
16. Participants must comply with instructions given by the tour guides and presenters, at all times.
17. Participants must direct all questions to their tour guide or as the tour guide directs, and must not disturb the work of staff at venues visited on the tour. Participants must comply with any stated policies of Starfish, B4SS or venues and premises visited on tour and any transport provider requirements as may be required during the tour.



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18. Participants must make Starfish aware in advance of any issues that could impact on their active participation in the tour.
19. Starfish is responsible for the supervision of participants at all times during scheduled activities and visits to tour locations.
20. If a participant becomes ill or has to leave the tour for any other reason, the participant shall make their own arrangements to vacate the tour and shall not be entitled to any reimbursement, compensation or damages from Starfish, B4SS or its contractors, presenters or other participants either in contract or in equity and shall indemnify Starfish and related participants absolutely.
21. If, at Starfish's sole discretion, a participant is removed from the tour due to his/her deliberate and consistent disruptive behaviour, intoxication or other breach of this code or otherwise determined by Starfish's personnel, the participant shall not be entitled to return to the tour and must make their own arrangements to return to their location of residence.
22. Participants will not stalk, molest, harass, intimidate, bully, participate in racist, sexist or other unconscionable behaviour during the tour. Such behaviour may give cause for the Starfish to remove such participant from the tour without notice.

