

# **Desert Men Challenge**

## **(Sonnenkind Pte. Ltd.)**

### **1. Contract Formation**

By submitting the booking form and confirming participation, the Participant enters into a legally binding agreement with Sonnenkind Pte. Ltd. ("Organizer"). This agreement includes the Terms & Conditions as well as the Indemnity, Waiver & Assumption of Risk provisions below, which together form the entire agreement between the Participant and the Organizer.

### **2. Nature of the Expedition**

The Participant acknowledges that this is not a standard holiday, retreat, or package tour. It is a physically demanding, remote desert expedition combined with elements of personal challenge, reflection, and coaching-style interaction. The Participant voluntarily accepts that the experience may be physically strenuous, logistically unpredictable, and emotionally challenging.

### **3. Investment & Payment**

The total investment for participation in the Desert Men Challenge amounts to EUR 18,800. A non-refundable deposit of EUR 8,800 is required within five (5) working days of booking in order to secure the Participant's place. The remaining balance is due in full no later than 06 January 2027. Failure to make payments in accordance with these terms may result in the cancellation of the Participant's place on the expedition, with any payments made to date being forfeited.

### **4. Binding Commitment & Cancellation**

By confirming the booking, the Participant enters into a binding commitment to participate in the Desert Men Challenge, acknowledging the limited availability and the significant planning and logistical arrangements required. In the event of cancellation by the Participant, the following cancellation terms shall apply: for cancellations made on or before 06 January 2027, the deposit of EUR 8,800 shall be retained; for cancellations made between 07 January 2027 and 06 February 2027, 75% of the total expedition price shall be payable; and for cancellations made from 07 February 2027 onwards, the full expedition price shall be payable. The Participant acknowledges that the cancellation terms set out in this agreement apply regardless of the reason for cancellation, including illness, injury, or other unforeseen circumstances preventing participation. The Participant is required to obtain comprehensive travel health insurance, including coverage for emergency medical treatment, evacuation, and repatriation. In addition, the Participant is advised to obtain travel insurance covering cancellation, including for medical reasons. The Organizer shall not be responsible for any losses arising from a Participant's inability to attend the expedition, regardless of the cause.

### **5. Mandatory Acceptance of Risk & Indemnity**

The Participant confirms that they are in sufficient physical and mental condition to take part in the Desert Men Challenge and that they will disclose any relevant medical conditions, injuries, allergies, or medications that may affect their participation. The Participant acknowledges that they remain solely responsible for assessing their fitness to participate and for seeking independent medical advice where appropriate. The Participant further acknowledges that the expedition takes place in a remote and physically demanding environment, involving prolonged exertion, extreme weather conditions, and limited access to comprehensive medical facilities. While the Organizer provides the support of a qualified medical doctor during the expedition, any medical assistance available is limited to basic or emergency care within the constraints of the environment and does not constitute comprehensive medical treatment or a substitute for professional medical services outside the expedition setting. The Participant accepts all risks associated with participation, including but not limited to physical injury, illness, environmental exposure, and the inherent unpredictability of remote expedition conditions, and agrees that participation is undertaken entirely at their own risk.

#### **5.1 Psychological & Coaching Disclaimer**

The Participant acknowledges that the expedition may include elements of deep personal reflection and emotionally challenging experiences. Any coaching, guidance, or conversations provided during the expedition are not to be understood as therapy, medical advice, or psychological treatment. The Organizer assumes no responsibility for any emotional or psychological outcomes arising from participation.

#### **5.2 No Outcome Guarantee**

The Participant acknowledges that no guarantees are made regarding any personal, emotional, physical, or professional outcomes resulting from participation in the expedition. This includes, without limitation, personal transformation, emotional breakthroughs, physical performance, or business or life results.

#### **5.3 Indemnity & Liability Waiver**

To the maximum extent permitted by applicable law, the Participant agrees to release, indemnify, and hold

harmless Sonnenkind Pte. Ltd., Sonja Piontek, Desert Magic Tours, and their respective directors, officers, employees, contractors, partners, and representatives from and against any and all claims, liabilities, losses, damages, costs, or expenses arising out of or in connection with participation in the expedition.

This limitation shall not apply in cases of gross negligence, wilful misconduct, or any liability which cannot lawfully be excluded or limited.

#### **5.4 Third-Party Providers**

The Participant acknowledges that certain services provided as part of the expedition may be delivered by independent third-party providers, including but not limited to transport operators, accommodation providers, and local guides. Such providers act independently and are not employees or agents of the Organizer. The Organizer shall not be liable for any acts, omissions, or defaults of such third-party providers.

#### **5.5 Emergency & Rescue Limitation**

The Participant acknowledges that, while the Organizer provides the support of a qualified medical doctor during the expedition, the expedition takes place in a remote environment where emergency response capabilities are inherently limited. Any medical assistance available is restricted to basic or emergency care within the constraints of the environment and does not constitute comprehensive medical treatment or hospital-level care. The Participant further acknowledges that emergency response and evacuation may be delayed, limited, or, in certain circumstances, unavailable, and that evacuation may be complex or impossible. Any costs associated with emergency response, evacuation, or further medical treatment shall be borne solely by the Participant.

#### **5.6 Insurance**

The Participant is required to obtain and maintain comprehensive travel health insurance covering emergency medical treatment, evacuation, and repatriation. The Participant further acknowledges that cancellation insurance, including coverage for medical reasons, is strongly recommended but remains their sole responsibility. Failure to maintain adequate insurance coverage may result in exclusion from participation without refund.

#### **6. Founder Clause**

The Participant acknowledges that the Desert Men Challenge is designed and typically led by Sonja Piontek. In the event that Sonja Piontek is unable to lead the expedition due to illness, force majeure, or other unforeseen circumstances, the Organizer reserves the right to appoint a suitably qualified substitute expedition leader or facilitator. The Participant accepts that such a substitution shall not constitute a material change to the expedition and shall not entitle the Participant to cancel their participation or to claim any refund or compensation.

#### **7. Compliance**

The Participant agrees to follow all instructions provided by the Organizer and the expedition team at all times, particularly in relation to safety, health, environmental protection, and group integrity. The Participant acknowledges that participation in a remote expedition environment requires a high level of personal responsibility, awareness, and cooperation. The Participant further agrees to act in a respectful and considerate manner towards other participants, the expedition team, local communities, wildlife, and the natural environment. The Organizer reserves the right to exclude any Participant from the expedition, without refund, if their behaviour is deemed to endanger themselves or others, disrupt the group dynamic, or fail to comply with instructions or agreed standards of conduct.

#### **8. Expedition Adjustments**

The Participant acknowledges that the nature of the Desert Men Challenge requires a high degree of flexibility and that itineraries, routes, accommodations, schedules, and activities may be adjusted as necessary in response to environmental conditions, safety considerations, or operational requirements. Such adjustments shall not constitute a material change to the expedition.

#### **9. Force Majeure**

The Participant acknowledges that the Organizer shall not be liable for any failure, delay, disruption, or cancellation of the expedition resulting from circumstances beyond their reasonable control. Such circumstances include, but are not limited to, natural disasters, extreme weather conditions, political instability, governmental actions or restrictions, pandemics, transport disruptions, strikes, or any other unforeseen events.

In the event that the expedition is cancelled, postponed, or materially affected due to such circumstances, the Organizer shall not be held liable for any resulting losses or expenses incurred by the Participant. Any refunds shall be limited to amounts recoverable after deduction of costs already incurred and any non-recoverable third-party expenses.

**10. Media & Public Communication**

The Participant acknowledges that photographs, video recordings, and other media may be created during the expedition and agrees that such material may be used by the Organizer for promotional, marketing, editorial, and commercial purposes across all media channels without geographic or time limitation and without compensation. The Participant further acknowledges that any personal content, media contributions, or public communications relating to the expedition must be accurate, respectful, and must not harm the reputation, positioning, or integrity of the Organizer, the expedition, or other participants. The Participant agrees that a separate and more detailed Media, PR & Communications Agreement will be presented for signature prior to or during the expedition, forming an integral part of the overall agreement.

**11. Governing Law**

This agreement shall be governed by and construed in accordance with the laws of Singapore. The Participant agrees that any disputes arising out of or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of Singapore.

**12. Severability**

If any provision of this agreement is held to be invalid, unlawful, or unenforceable, such provision shall be severed from the remaining terms, which shall continue in full force and effect.