

## NSHSS Ivy League University Tour General Terms and Conditions

### DETAILS

These Booking Conditions are valid for all NSHSS + EF tours departing after October 1, 2024. EF Explore America tours are sold and operated by EF Explore America, Inc., Two Education Circle, Cambridge, MA 02141 (1-888-333-9756) (hereinafter referred to as "EF"). The NSHSS Ivy League University Tour is operated in partnership with EF and sold by the National Society of High School Scholars, 1930 N Druid Hills Rd., Atlanta, GA 30319 (1-866-343-1800) (hereinafter referred to as "NSHSS").

### GROUP TRAVEL

#### What is a private group?

For large groups that want the privacy of their own tour bus and Tour Director, EF offers the private group option. The Program Fee for a private group is based on a minimum number of 35 paying participants per bus and is subject to a price increase if the minimum is not met. Depending on the size of your group, it may be necessary to divide into smaller groups due to limited space at hotels, restaurants, and sightseeing venues, as well as on airplanes, trains, and buses.

#### Who meets groups upon arrival?

Every EF bus has a full-time Tour Director who will meet you at your arrival airport or train station. In rare cases, your Tour Director may not be able to meet you, but an EF representative will be available to accompany you to meet your Tour Director. NSHSS staff will greet all travelers at the starting airport.

#### Can my itinerary change?

It may be necessary for EF to modify the order in which sites are visited, alter the duration of stay in a city, arrange ground transportation to an alternate airport, or modify other aspects of your itinerary for reasons outside of EF's control. This may involve a change in the departure, arrival, or return dates of a tour. EF makes every effort to ensure that the new departure date will be within one to two days of the requested dates. (Options are available for groups with less flexibility. For these options, have your Group Leader contact EF.) In rare cases, it may be necessary to move dates by up to three days within the requested departure dates. On certain dates, especially holidays or peak travel periods, or due to arrival or departure times, some tour inclusions may be unavailable. In this case, EF reserves the right to substitute inclusions. In enrolling on a group travel program, you are also making the decision to travel with your chosen Group Leader who retains the ability to change the requested tour itinerary or travel dates on your and your group's behalf.

### PEACE OF MIND PROGRAM

We understand that plans can change due to unforeseen circumstances. EF provides an exclusive Peace of Mind program to account for such situations. This program is automatically included for all travelers and can be enacted at the group level by your Group Leader for any reason, including terrorism, pandemics, or other world events.

Your Group Leader (NSHSS) may choose from the following options:

#### 45 days or more prior to departure:

- Work with EF to modify your group's current tour itinerary and dates, or find a new tour, and apply all money paid to the new tour
- Cancel your tour and all travelers will receive a transferable Future Travel Voucher in the amount of all monies paid for the original tour less the cost of any purchased Travel Protection plan
- Cancel your tour with applicable fees under the Standard Cancellation Policy

#### 44 days or less prior to departure:

Your Group Leader or the individual traveler will have the same Peace of Mind Options set forth above in the event: (i) any location(s) included in the group's itinerary is newly designated by the U.S. Department of State as a Travel Advisory Level 4; or (ii) A U.S. federal or state governmental authority has newly imposed a travel ban to your destination or newly issued an order requiring a self-quarantine for travelers in your group upon arrival to a location on your itinerary or upon return home from a location on your group's itinerary.

### EF'S PEACE OF MIND PROGRAM TERMS & CONDITIONS

Benefits of the Peace of Mind program are only available to the entire group and not to individual travelers unless specifically indicated. Travelers missing any payment deadlines must pay any incurred late fees to qualify for this program.

Revised tours must depart within 25 months of the original tour. If the revised tour has a higher price than the original tour, travelers will be required to pay the difference as a condition of traveling on the revised tour. If EF cannot accommodate a revised tour request and/or the group decides not to travel on the original tour, then the group may opt for Future Travel Vouchers. If the group does not travel on the original tour, travel on a revised tour, or receive a Future Travel Voucher, standard cancellation fees will apply.

Travelers canceling from a revised tour will be charged a cancellation fee based on the date that the original tour was revised or the date of cancellation from the revised tour, whichever is higher. EF will make every effort to accommodate revised tour requests.

Future Travel Vouchers are valid up to 25 months from the month of the original tour's scheduled departure. Future Travel Vouchers are transferable at the face value of the voucher to members of the traveler's immediate family. The Future Travel Voucher is not a merchandise credit or a gift certificate and may not be redeemed for cash unless specifically noted on the voucher. Travelers who had booked their program by redeeming a previously issued Future Travel Voucher may have different terms and options available to them based on the originally issued voucher terms.

### TOUR INCLUSIONS

What does your Program Fee include?

- Full-time services of a Tour Director throughout the program
- Bus transportation while on tour
- Transportation to all included activities
- Accommodations in quality hotels as specified
- Daily breakfast (except on arrival day)
- Nightly dinner (except on departure day)

- Comprehensive sightseeing tours and activities as specified
- All transfers and transportation between destination cities
- Overnight security at hotels for each hotel night
- Gratuities for your Tour Director, bus driver, licensed guides, restaurant, and hotel staff
- 24-hour Emergency Assistance on tour
- NSHSS backpack and tour essentials
- EF Travel ID Badge
- Illness and Accident Coverage while on tour, subject to policy Terms and Conditions
- EF + NSHSS's Standard Cancellation Policy
- EF's Peace of Mind Program

The above will apply to all tours unless otherwise noted on the tour itinerary.

#### **What items are listed separately on your invoice?**

- Optional rooming upgrades
- Early Enrollment Discount (if applicable)
- Adult supplement (if applicable)
- Travel Protection plan
- Travel Protection Plus plan
- Non-Refundable Fees

#### **Non-Refundable Fees**

Non-Refundable Fees are defined as the EF enrollment fee (\$95), NSHSS enrollment deposit (\$500), Travel Protection plan cost, and Travel Protection Plus plan cost as well as any late fees, late application fees, Automatic Payment Plan decline charges, return check/direct debit fees, late special travel request fees and canceled check fees which have been applied to the account at the time of cancellation.

#### **ADDITIONAL COSTS**

- Any applicable airfare or transportation expenses before the tour start point and after the tour end point
- Expenses caused by last-minute train or airline rescheduling, cancellations, or delays caused by the airlines, train company, or bad weather
- Passport, visa, or any other fees associated with entry or exit from a specific location
- Souvenirs and incidentals
- Lunches
- Any expenses not specifically listed as included (such as any health testing or vaccination costs)

An additional \$200 Under 35 Supplement will be applied to all traveler accounts if the group size falls under 35 paying travelers. This will be applied to paying traveler accounts no later than 100 days before departure.

#### **AGE REQUIREMENTS**

##### **Can adults go on tour?**

EF's published Program Fees are based on student rates for transportation, admissions, accommodations, etc. We do, however, accept adults who are accompanying a student traveler on our educational tours as well. An adult is a participant who is at least 20 on the last day of the tour. Adults may not attend this tour alone without an NSHSS member present.

In addition to the Program Fee, paying adults are charged a per-person adult supplement for all tours to cover the difference between student and adult rates. All adult travelers will be required to complete a background check through a third-party company prior to traveling. EF reserves the right to cancel any traveler if, in EF's sole discretion, it determines the results pose a risk to the group's safety or wellbeing. In that case, travelers may be subject to EF + NSHSS's Standard Cancellation Policy. Group Leaders have the right to refuse or cancel an adult's registration at their sole discretion.

#### **Are there guidelines for young travelers?**

Guidelines for travelers ages 6–11 are available to Group Leaders from their EF representative. Children under the age of 6 are not allowed to travel on an EF tour. As this is an NSHSS college tour, any travelers younger than a rising first-year high school student must be accompanied by an adult and given prior consent to enroll on the tour by NSHSS. Anyone younger than 15 years old traveling via flight without an adult companion may be required register with the airline as an Unaccompanied Minor. Please contact the chosen airline on the minor's itinerary to determine policies. Any resulting fees will be assessed by the airlines and are the responsibility of the traveler. NSHSS staff will be unavailable as the airport contact for an unaccompanied minor, so please plan accordingly. Due to the tour group size, NSHSS staff cannot leave the tour group to go through airport security to meet a traveler at their gate. All travelers must meet at baggage claim. Any traveler who is unable to fly to the tour start point without claiming unaccompanied minor status should consider flying with a parent or seek alternative transportation.

#### **ROOMING**

All rooming requests including upgrades must be submitted by 110 days prior to departure.

#### **How many students are in a room?**

Students room in quads with same-gender students. Rooms contain two double beds (beds meant for two people), and two students are expected to share each bed. Shared tour participants will room with same-gender students from the entire shared tour group with which they are traveling, including students from other schools. Rooming assignments are based on gender identified on the traveler enrollment form. A traveler can inform NSHSS if they identify as a different gender or prefer alternate arrangements based on their sexual orientation, and we will work to accommodate that traveler.

#### **Can students request a twin or single room?**

Students may request twin or single room accommodations for an additional upgrade fee.

#### **How are adults roomed?**

Adults are automatically roomed in twin accommodations. Student tour participants will room with the adult travelers with which they are traveling.

#### **Can adults request a single room?**

Single room accommodations include an additional charge in addition to the adult supplement. Triple or quad-occupancy rooming is also available for students and their families. For other rooming options, as well as details and pricing, please contact NSHSS.

#### **ADDITIONAL TERMS AND PROVISIONS**

No warranties, representations, terms, or conditions apply to any tour unless expressly stated within these "Booking Conditions," in a Booking Conditions Addendum, or in a letter signed by an EF officer. Prices are subject to change. EF & NSHSS make every effort to ensure the accuracy of its

publications, but it is not responsible for typographical or printing errors, including, but not limited to, pricing information. NSHSS + EF tours are not for resale and travelers must enroll directly with NSHSS.

Enrolling travelers acknowledge that EF or NSHSS may change the Booking Condition terms from time to time and those changes become effective immediately. Notice will be provided to you in the event of a material change. A traveler's continued use of EF & NSHSS's services following such notice constitutes acceptance and agreement to be bound by such changes. Travelers agree that the current version of the Booking Conditions in effect at the time of travel or cancellation applies to their tour program.

EF is registered as a "Seller of Travel" as defined by the travel regulations of the following states: California (Reg. No. 2060124-20); Florida (Reg. No. ST42165); Washington (Reg. No. 602973454).

#### **When does my tour officially start and end?**

Each tour begins with the check in at the tour's arrival airport and ends upon drop off to the departure airport. For those making their own travel arrangements, the tour begins upon arrival at the first scheduled EF activity and ends upon departure from the last EF hotel.

#### **What about lost belongings?**

EF & NSHSS are not responsible for loss of passports, airline or train tickets, other documents, or for loss of or damage to luggage or any other passenger belongings. In the case of a lost airline or train ticket, the participant is solely responsible for meeting the airline's or train's requirements (both logistical and financial) for ticket replacement.

#### **What about travelers with food allergies?**

EF recognizes that some travelers may have severe food allergies. We will do our best to ensure that our suppliers are informed of the situation, but we cannot guarantee that all requests will be accommodated. Travelers are responsible for making their own arrangements for all lunches.

#### **What items are prohibited from tour?**

For the safety and well-being of all travelers, no firearms or any other weapons except as required by law, alcohol, or illegal drugs are permitted on tour. For reasons of safety and tour policy, possession or the use of illegal drugs and/or alcoholic beverages by any NSHSS member on this tour, regardless of legal drinking age, shall not be permitted during any phase of the specified tour week. Any student who violates this policy or any U.S. federal or state law, shall be subject to disciplinary actions and penalties in accordance with the NSHSS Tour Code of Conduct.

#### **Health & Capabilities**

The pacing and physical requirements of this tour require walking for long periods of time in elevated temperatures. Travelers should only select this tour if it is suitable for their physical capabilities. This tour requires considerable walking and may pose difficulty for travelers with disabilities or impaired mobility. Travelers will not be allowed to skip portions of the tour, wait on the bus, stay back at the hotel without a verified adult present. EF representatives are available to discuss any specific accommodations that disabled passengers might request and whether such requests can be reasonably arranged.

#### **INCLUDED PROTECTION (included in your Program Fee)**

- Supplemental Illness and Accident Coverage for injury and/or illness contracted during your tour, subject to the policy Terms and Conditions referenced below
- Transportation, food and lodging expenses for two relatives to be at your side in the event of a life-threatening illness
- Combined coverage of up to \$50,000 for the above situations (limitations and exclusions apply)

- 24-hour emergency assistance during your tour
- The Illness and Accident Coverage Plans are underwritten by United States Fire Insurance Company. Fairmont Specialty and Crum & Forster are registered trademarks of United State Fire Insurance Company. The Crum & Forster group of companies is rated A (Excellent) by AM Best Company 2023. This is done through a certificate issued to EF Explore America, Inc.
- This certificate does not insure or cover any claim that will be paid for through another insurance policy; other limitations and exclusions may apply. For complete terms, conditions and exclusions please refer to the certificate, which may be obtained by calling 1-888-333-9756 or by visiting <https://ahptravelcare.com/efexploreamerica>

#### **REFUNDS**

When applicable, refunds for overpayment will be issued upon request and after the most recent payment has been in the traveler's account for 21 days. Refunds will be issued back to the original form of payment unless that is no longer valid, in which case a refund check will be issued in the name that appears on the traveler's account. Where applicable, upon notification of tour cancellation, a tour credit toward a future NSHSS tour may be allowed as the ONLY refund if the date of notification is within or beyond cancellation policy limits. Credits will be issued in the name which appears on the NSHSS Tour account and may be subject to separate terms and conditions.

All refunds are sent four to six weeks after the request has been processed. There will be a Non-Refundable Fee of \$50 to stop-payment on lost refund checks.

#### **CANCELLATIONS AND MODIFICATIONS**

##### **NSHSS + EF's Standard Cancellation Policy**

The cancellation policies below take into consideration the costs NSHSS & EF incur often years before groups ever depart. The date of cancellation will be determined by the date on which NSHSS receives notice from the participant or their legal guardian in writing. If applicable, EF will provide a tour credit to attend the NSHSS Ivy League Tour the following year.

- 150 days or more prior to departure: Full refund less the \$95 non-refundable EF enrollment fee, \$500 NSHSS non-refundable deposit, all other non-refundable fees, and a \$300 cancellation fee.
- 149 to 110 days prior to departure: Full refund less the \$95 non-refundable EF enrollment fee, \$500 NSHSS non-refundable deposit, all other non-refundable fees, and a \$500 cancellation fee.
- 109 to 45 days prior to departure: Full refund less the \$95 non-refundable EF enrollment fee, \$500 NSHSS non-refundable deposit, all other non-refundable fees, and 50% of the Program Fee.
- 44 days or less prior to departure no refund will be issued.

Travelers who purchase the Travel Protection plan or Travel Protection Plus plan have the option to cancel the trip until 60 days prior to departure due to reasons not covered by the insurance underwritten by United States Fire Insurance Company and to rebook to another NSHSS + EF tour within 30 days of such cancellation. Traveler is responsible for finding a new tour, and final placement is based on availability. Such tour needs to take place within 180 days from cancellation, and any difference in price will be covered by the traveler (non-refundable fees from the original tour will not be put toward the rebooked tour). This benefit is not an insurance provided by United States Fire Insurance Company.

Cancellation with replacement refers to a participant who cancels but finds a person to replace them for the same program. The replacement's enrollment form must be submitted at the same time as the notification of cancellation. EF cannot guarantee the replacement participant a place on the tour. If a wait list for this tour is initiated, NSHSS may assist with replacement. NSHSS cannot guarantee replacement, and a refund will only be issued once the replacement traveler has completed their tour fee payment in full.

- 150 days or more prior to departure: Full refund less the \$95 non-refundable enrollment fee, all other non-refundable fees.
- 149 to 110 days prior to departure: Full refund less the \$95 non-refundable enrollment fee, all other non-refundable fees, and a \$100 substitution fee.
- 109 days or less prior to departure: Replacements can no longer be accepted. If an exception to this deadline is allowed, there will be a \$200 substitution fee. NSHSS + EF's Standard Cancellation Policy will apply.

All payments must be made on time to qualify for a refund in accordance with NSHSS + EF's Standard Cancellation Policy.

#### Group Leader Cancellations

An NSHSS Group Leader must accompany participants on every tour. If a Group Leader cancels or is removed for any reason, EF will ask NSHSS to assign a new Group Leader to the group's participants. The new Group Leader is responsible for any increases in their own airline costs. Any participants who cancel at this point and choose not to travel with their replacement Group Leader will be treated as standard cancellations. If no replacement Group Leader is found, the affected participants will need to cancel and NSHSS + EF's Standard Cancellation Policy will apply.

#### Cancellations or Modifications Required by External Events Beyond EF & NSHSS's Reasonable Control

EF and NSHSS are not responsible or liable for, and no refunds will be given as a result of, delays, cancellations, modifications, or interruptions affecting all or part of a tour program that result from any event, cause, or circumstance beyond the reasonable direct control of EF or NSHSS (a "Force Majeure Event"). For avoidance of doubt, a Force Majeure Event includes but is not limited to: (i) so-called "acts of God"; (ii) epidemics, pandemics, plagues, outbreaks of infection diseases, mass-illness or other public health issues, emergencies, or associated quarantine or isolation requirements; (iii) acts of any governmental or ruling authority or governmental shut-down; (iv) acts of war (whether declared or undeclared) or civil unrest, insurrection or revolt; (v) strikes or other labor activities; (vi) criminal, terrorist or threatened terrorist activities of any kind; (vii) travel restrictions, warnings or advisories issued by any local, municipal, county, state or federal governmental body, agency, or organization; (viii) overbooking or downgrading of accommodations by third-parties; (ix) limitations imposed on or cancellations of group bookings for entrances or activities by third-party suppliers or vendors; (x) structural or other defective conditions in houses, apartments or other lodging facilities (or in any heating, plumbing, electrical or structural problem therein); (xi) mechanical or other failure of airplanes, trains, or other means of transportation, or for any failure of any transportation mechanism to arrive or depart timely or safely (including flight or train delays, interruptions, or cancellations); (xii) severe or unexpected weather or other environmental events (including storms, fire, floods, and volcanic ash clouds); (xiii) financial failure or other defaults by suppliers; or (xiv) any unavailability or interruption of any service provider that is relied upon by EF or NSHSS to operate the program or otherwise fulfill an obligation to its travelers.

NSHSS and EF incur substantial non-recoverable costs and expenses of their own in planning, preparing, and pre-paying amounts for such tours.

Accordingly, if a tour needs to be canceled or postponed due to a Force Majeure Event, travelers will receive an NSHSS + EF Future Travel Voucher for all monies paid, less the cost of any purchased travel protection plan, to allow travelers the ability to reschedule their tour at a time after the Force Majeure events abate. In the event of a delayed or interrupted tour program, the amount of the Future Travel Voucher will be pro-rated for the missed portions of the tour. Cancellation, modification, or postponement by EF or NSHSS for causes described in this section shall not be a violation of its obligations to any traveler.

#### CAN I PROTECT MY INVESTMENT?

Travelers can help protect their investment from the unexpected with one of the protection plans. The insured components of these plans are underwritten by U.S. Fire Insurance Company (certificate number series include T210-CER and TP- 401) and cancellation waivers or assistance services are provided by EF Explore America. Insurance benefits provided in the plans are subject to the limits, terms, and exclusions of the policy, which is available at <https://riskstrategiestravel.com/tour-programs/explore-america>. The coverage options may vary or may not be available based on state of residence. This policy is excess. For LA, OK or MD residents only, please contact Risk Strategies at 877-974-7462 ext. 100 if you would like to obtain additional information regarding the features and pricing of each travel plan component. Learn more at <https://www.efexploreamerica.com/help-center/policies/coverage-flexibility#protection>.

#### Travel Protection Plan

Designed specifically with EF travelers in mind, the Travel Protection plan is for travelers for the official tour portions while groups are traveling with a Tour Director. Learn more at [efexploreamerica.com/protection](http://efexploreamerica.com/protection). The Travel Protection plan is non-refundable after any of the following occur: when you depart on your tour, when you file a claim, or 10 days after purchase.

#### Travel Protection Plus Plan

Along with providing the same benefits as the standard Travel Protection Plan, travelers who purchase the Travel Protection Plus plan receive additional pre-tour cancellation fee waiver benefits. Travelers are able to cancel their tour up to 24 hours prior to departure for any reason and receive a refund of their tour program cost (less the cost of the plan, the enrollment fee deposit, and other Non-Refundable Fees) through this EF-provided cancel for any reason waiver benefit. Learn more at [efexploreamerica.com/protection](http://efexploreamerica.com/protection). The Travel Protection Plus plan is non-refundable after any of the following occur: when you depart on your tour, when you file a claim, or 10 days after purchase. The Travel Protection Plus plan must be purchased at the time of enrollment.

#### ENROLLMENT

NSHSS & EF incur substantial non-recoverable staff costs and other expenses from the time of initial enrollment in processing traveler applications, beginning the planning and preparation needed for you and your group's tour program, tour marketing, securing tour giveaways, and offering flexible policies like the Peace of Mind program and eligibility for early enrollment discounts. As a result, all travelers must pay a non-refundable, non-transferable \$95 EF enrollment fee and \$500 deposit to NSHSS to complete their enrollment. All traveler enrollment applications must be received by NSHSS then passed on to EF by at least 110 days prior to departure.

#### What's the enrollment deadline?

Enrollment forms are processed on a "first-come, first-served" basis. All enrollment forms must be received by NSHSS no later than your group's enrollment deadline, which will be determined by NSHSS and an EF representative; enrollment forms received after the deadline are subject to availability. The enrollment deadline will be no later than 110 days prior to departure.

#### What if I miss the enrollment deadline?

When you enroll less than 110 days prior to your tour, you will need to pay the full cost of your tour plus a \$100 late enrollment fee. There will be an additional \$20 charge if your tour itinerary includes a Broadway show. NSHSS and EF only accept payment by credit/debit card for late enrollments. Availability is not guaranteed and additional charges may apply. Late enrollments may be placed on the waitlist if tour capacity limit has been reached. We cannot accept enrollments 35 days or fewer prior to departure.

**What is the tour enrollment waitlist?**

Any enrollment forms received after the capacity limit is reached will be placed on the waitlist, and the non-refundable enrollment deposit will be used to hold their spot. Enrollments on the waitlist will be notified of their waitlist status and held from receiving an invoice for further tour payment.

Should a spot on the tour become available, the waitlist attendee will be notified via email that their enrollment has been confirmed. The attendee's tour fee invoice will be created and emailed to their designated payment contact within 1-2 business days of their confirmation email. The attendee will then have a specified period of time to complete the total cost of their tour fee. If the tour fee is not completed within the designated period, the attendee will forfeit their enrollment and non-refundable tour deposit. The next person on the waitlist will then be notified, and the process will be repeated until the open tour spot is filled.

Should an attendee on the waitlist never be informed that a spot has become available for them and their enrollment has been confirmed, they will have the option to transfer their deposit to the following year's tour or have their deposit refunded no earlier than 30 days prior to the tour's departure.

Waitlist notifications and associated communication will come directly from NSHSS, not the tour partner. NSHSS has complete discretion over the enrollment waitlist, and EF does not dictate it. Due to the discrepancies between the NSHSS and EF enrollment platforms, EF may trigger an automated email in error after late enrollment. Should a tour participant receive notification from EF that they have been placed on the waitlist, they should disregard or contact NSHSS for clarification.

**PAYMENT DETAILS****How do I pay for tour?**

With our flexible payment options, you choose when—and how much—you want to pay.

All tour participants will receive a PayPal invoice upon enrollment. The PayPal invoice will be emailed to the payment contact email address designated on the enrollment form within 1-2 business days of the submitted enrollment. The invoice will be received from [service@paypal.com](mailto:service@paypal.com) (Invoice from The National Society of High School Scholars).

You can view and pay the invoice online on the PayPal platform through the emailed invoice. Payments can be made within PayPal, using a credit/debit card or through a PayPal account. You can pay the invoice in full upon enrollment or choose to pay over time with partial payments. Payment can be made at any time and in any amount using the "pay other amount" option. You can choose to create your own payment plan to make payments in smaller increments over time. The due date on the PayPal invoice will be set at the 50% deadline date, but the final payment deadline will remain as initially disclosed. All payments must be received in the required amount and reflected on the PayPal invoice by the 50% balance paid and final payment deadlines.

**Can I pay without using PayPal?**

If you want to pay your tour fee without using the PayPal platform, NSHSS can also accept payment via credit/debit card over the phone or by mail-in check.

For payments over the phone, call 404-235-5500 ext. 589 during business hours M-Th 8 AM—4 PM EST. Payments over the phone must be for the full invoice amount or the entire 50% balance. Partial payments cannot be made over the phone. For payment through the mail, checks should be addressed to "National Society of High School Scholars," with the memo line noted as "Ivy League University Tour Fee" and the tour participant's name and invoice number. The check can be mailed to 1930 N Druid Hills Rd NE, Atlanta, GA 30319. Checks by mail must be received before the payment due date.

**Payment Terms and Conditions****You will make payments on your invoices based on the following schedule:**

- Upon enrollment:
  - \$500 non-refundable enrollment deposit
- 50% payment deadline:
  - Account must have 50% of the total tour fee paid
  - The initial \$500 deposit may be included in the as a part of the 50% paid
- Final payment deadline:
  - Account must be paid in full
- Travelers can pay with ATM/debit card, credit card or personal checks.
- Payments made by personal check must be submitted with the traveler's name and invoice number.
- A non-refundable \$50 fee will be assessed each time a check or direct debit payment is returned or declined.
- A Non-Member fee of \$300 will be assessed for student travelers that are unaffiliated with NSHSS. This fee also applies to adults or guests accompanying this student.
- Travelers are responsible for making payments on-time even if an invoice is not received.
- Travelers are responsible for contacting NSHSS if they cannot locate their invoice.
- All payment due dates refer to the dates by which each payment must be received by NSHSS.
- NSHSS reserves the right to cancel the traveler's reservation if any payment is past due by 7 days (or 3 days after final payment is due). In that event, NSHSS + EF's Standard Cancellation Policy will apply.
- Payment for the Travel Protection Plus plan or the Travel Protection Plan is due at the time of purchase, and the plan will not be purchased until payment is received.

**Payment Security**

Upon receiving traveler payment at each payment deadline, NSHSS will make the required associated payments to EF. Travelers' tour money has protection in the unlikely event of EF bankruptcy, insolvency, or cessation of business under our participation in the United States Tour Operators Association (USTOA) \$1 Million Travelers Assistance Program. For program details and a list of its affiliates, contact USTOA by mail at 275 Madison Avenue, Suite 2014, NY, NY 10016, by email at [information@ustoa.com](mailto:information@ustoa.com), or online at [USTOA.com](http://USTOA.com).

**PAPERLESS BILLING**

All travelers are enrolled in Paperless Billing, the following Terms and Conditions apply:

- Travelers will receive electronic invoices in connection with all communications and information related to their NSHSS tour account, including tour invoices, and other notices that are available in electronic format. Travelers understand this means that, once enrolled, they will not receive paper copies. Invoice reminders will be sent to the payment contact e-mail address that travelers provide on their enrollment form. Travelers may view and print invoices by accessing the link to their PayPal invoice emailed to them by [service@paypal.com](mailto:service@paypal.com).
- NSHSS is not responsible for any delay or failure to deliver any invoice, and travelers understand that nothing in these Terms and Conditions relieves obligation to pay any invoice.

- To the extent permitted by law, paperless billing is provided “as is” with faults and without warranties of any kind, either expressed or implied. Travelers assume all responsibility and risk for use of paperless billing. NSHSS does not warrant that the information, processes, or services will be uninterrupted, or bug or error free.

### PERSONAL DATA

NSHSS & EF will process your personal data in compliance with applicable data protection legislation for the purposes of completing your enrollment, customer service, the purchase of an offered travel protection plan, and providing you with the products and services related to your tour. This may entail sharing your personal data with corporate affiliates, claims handlers, insurance providers, and other business partners both within and outside the U.S., including to and within the EEA/Switzerland.

We have put appropriate safeguards in place for such transfers of your personal data, including the standard data protection clauses adopted by the European Commission. NSHSS and EF may also use your personal data, combined with data from third parties, to market products and services based on your interests, including by email and SMS/text. You may contact NSHSS or EF at any time to unsubscribe from any direct marketing purposes.

We will only keep your personal data for as long as it is necessary for the purposes for which it has been collected or in accordance with time limits stipulated by law and good market practice, unless further retention is necessary for compliance with a legal obligation or for the establishment, exercise or defense of legal claims. We will keep your personal data for marketing purposes until you withdraw your consent.

If you have questions about the processing or use of your personal data, would like to have a copy of the information NSHSS or EF holds about you, or have inaccurate personal data corrected or erased, please contact customer service at 404-235-5500 for NSHSS and 888-333-9756 for EF.

### DIVERSITY, EQUITY, INCLUSION AND BELONGING

NSHSS and EF are committed to providing an inclusive tour experience, and all of our travelers play a role in this. On tour, you will meet people who represent a variety of backgrounds and beliefs and explore diverse cultures and histories. Our goal is to create an environment that celebrates these differences and fosters learning more about the world, yourself, and yourself in the world.

## NSHSS & EF's Rules of the Road

When you enroll on your tour, you agree to NSHSS & EF's Rules of the Road and the NSHSS Tour Code of Conduct, which can also be found on the tour website. If you do not conform to these regulations or any specific rules set by your Group Leader, you risk dismissal from the tour, returning home at your expense with no refund for the missed tour portion. Decisions regarding tour dismissal are up to NSHSS and/or your EF Tour Director.

### All travelers must adhere to the following regulations while on tour:

- 1. All scheduled activities are obligatory. If you are sick, have signs of becoming sick, or have a physical ailment that might prevent you from participating in an activity, you must tell the Group Leader, who should notify the Tour Director.

- 2. If you want to visit friends or relatives in a destination, your Group Leader must be told before the tour begins. Please complete the Tour Release Form, found under Forms and Resources on the Help Center ([efexploreamerica.com/help-center](http://efexploreamerica.com/help-center)), to receive permission for the visits. You must then give the form to your Tour Director upon arrival. Travelers will not be refunded for any missed activities included on the tour.
- 3. You are expected to respect the nightly curfew that your Group Leader will set for your own safety and security. Room checks will be conducted at the Group Leader's discretion. Visitors or group members of the opposite gender are not permitted in your room. Travelers may not enter any hotel room they are not explicitly assigned to.
- 4. Smoking is not allowed on buses, during meals, in hotel rooms, or in any other shared, enclosed space.
- 5. Hitchhiking and the driving or renting of any motor vehicle is strictly forbidden for all travelers.
- 6. You are required to pay for any phone calls or incidental personal expenses incurred at hotels. These will be payable the evening before departure at each hotel.
- 7. All illegal activities are forbidden, such as shoplifting, underage consumption of alcohol, and possession of illegal drugs. Illegal activities will not be tolerated and are punishable by immediate dismissal from the tour. If you are involved in any illegal activities, all costs to return home are at your own expense. If the local authorities are involved, you will be subject to the laws of the country you are visiting.
- 8. Payment for damage done to hotel rooms or to buses is your responsibility. If you notice any damage upon arrival at a hotel, you should notify the Tour Director immediately.
- 9. NSHSS & EF are committed to creating a safe and comfortable environment for all travelers, and diversity, equity and inclusion are an integral part of our mission to break down barriers through educational travel. Harassment, bullying or discrimination aimed at other travelers, suppliers or staff on the basis of gender identity, age, sexual orientation, disability, physical appearance, race, ethnicity, religion or any other factor will not be tolerated and may result in a participant's dismissal from tour at their own expense.
- 10. Additionally, all tour participants must sign and agree to the NSHSS Tour Code of Conduct to attend this tour.

### RELEASE AND AGREEMENT

I (or parent or legal guardian if enrollee is under 18 or a minor under any other applicable law) am an enrollee for an educational tour operated by the National Society of High School Scholars and EF Explore America, Inc. By signing the NSHSS + EF Release and Agreement, I understand and agree to the following:

- 1. The National Society of High School Scholars and EF Explore America, Inc. and its affiliated companies, partners, and any companies acting on their behalf, along with their officers, directors, employees, agents, shareholders, and authorized representatives (collectively referred herein as “NSHSS + EF”) do not own, operate or control any entity that is to or does provide goods or services for my program, including but not limited to: hotels, houses, apartments or other lodging facilities; tour directors; airline, vessel, train, bus or other transportation companies; local ground operators; visa processing services; providers or organizers of optional excursions; or food service or entertainment providers. I acknowledge that all such persons and entities,

- specifically the Tour Director assigned to my tour, are independent contractors and not employees or agents of NSHSS + EF. As a result, NSHSS + EF are not responsible or liable for any injury, loss or damage to person or property, death, disease, sickness, delay or inconvenience in connection with the provision of any goods or services or arising from any negligent or willful act or failure to act of any such person or entity, or of any third party.
2. To the fullest extent permitted by law, I agree to release NSHSS + EF and my school, my school district, my school board, my Group Leader, and my Tour Director (collectively, the "Released Parties") from, and agree not to sue the Released Parties for, any and all claims, of any nature related in any manner to my participation on an NSHSS + EF-sponsored tour, including but not limited to, claims for negligence, breach of contract, breach of express or implied warranties, negligence or wrongful death or any statutorily based claim. I hereby unconditionally and unequivocally waive any and all claims and demands for all damages, losses, costs and expenses of any nature whatsoever (including attorneys' fees) on account of or arising out of any and all personal injury, death, bodily injury, mental anguish, emotional distress, property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any NSHSS + EF-sponsored tour. I agree that this release applies to and binds myself and my minor child enrolling on tour (if applicable), along with my personal representatives, executors, heirs, and family.
  3. I acknowledge that travel includes certain inherent risks that include but are not limited to: (i) injuries caused by other travelers or third-parties; (ii) traffic-related accidents; (iii) dangers associated with water-based activities; (iv) dangers associated with or bites from animals, insects, or pests; (v) sanitation problems; (vi) food poisoning; (vii) lack of access to or inadequate quality of medical care; (viii) difficulty in evacuation in case of a medical or other emergency; (ix) any negligent or willful act or failure to act of any third party or for any other cause beyond the direct control of NSHSS + EF. I assume all risk of bodily injury, death, emotional trauma, property damage, inconvenience, and/or loss resulting from negligence or any other acts of any and all persons or entities, however caused, including, but not limited to, those risks mentioned above. It is my intention fully to assume all of the risks of travel and participation in the program and to release the Released Parties from any and all liabilities to the maximum extent permitted by law.
  4. I further agree to release the Released Parties from any and all decisions to cancel, modify or delay the tour as a result of unforeseeable events that are beyond the reasonable control of NSHSS + EF or which become necessary or advisable so as to increase the quality of the tour.
  5. My tour begins with the check in at the NSHSS + EF arrival airport and ends upon drop-off to the NSHSS + EF departure airport. For those making their own travel arrangements, the tour begins upon arrival at the first scheduled EF activity and ends upon departure from the last EF hotel.
  6. NSHSS + EF shall have no liability or responsibility for me when I am absent from NSHSS + EF-sponsored activities or during non-NSHSS + EF sponsored activities, such as visits to friends or relatives or during stay-ahead, stay-behind or any optional periods or activities that do not include the services of a Tour Director.
  7. NSHSS + EF or my Group Leader reserves the right to decline to accept or cancel my registration in the event that my participation would negatively affect the wellbeing or satisfaction of me or my travel group, would be dangerous to myself or other participants, or if NSHSS + EF or my Group Leader cannot in its sole discretion accommodate a medical or behavioral condition. In such an event, NSHSS + EF's Standard Cancellation Policy as outlined in the Booking Conditions apply.
  8. I agree to abide by NSHSS + EF's rules, the directions of my Group Leader, my Tour Director, and NSHSS + EF's personnel during my tour. Failure to do so may result in my Group Leader or NSHSS + EF terminating me from the tour immediately. Bullying and harassment are not tolerated on tour and individuals who engage in such behavior may be removed from tour. The use of alcohol is not allowed and consumption of alcohol by any participant, of any age, is subject to disciplinary action, including dismissal from tour. I understand that If I am removed from tour I waive the right to a refund of any part of my Program Fee, and that NSHSS + EF may then send me home and require an adult to travel with me if I am under 18 years old at my own expense.
  9. I agree to abide by all local laws when abroad or while on tour, including those concerning drugs and alcohol. I understand that if I abuse or disobey such laws, even unintentionally, I waive my right to a refund of any part of the Program Fee, and NSHSS + EF may send me home and require an adult to travel with me if I am under 18 years old at my own expense. I also understand that should local authorities be involved, I will be subject to the laws of the country or state I am visiting.
  10. If I become ill, incapacitated, or medically compromised, NSHSS + EF and their employees, my Tour Director, my Group Leader, or a health care provider or health consultant may take any action deemed necessary for my safety and well-being, including notifying parents/guardians, securing medical treatment (at my own expense) or obtaining a health consultation, and transporting me home. NSHSS + EF retains the right, in its sole discretion, to contact the participant's parent(s), guardians, or emergency contacts with regard to health issues or any matter whatsoever that relates to the participant's tour. These rights transcend any and all privacy regulations that may apply. In the event of a medical emergency or any situation requiring medical intervention or consultation, NSHSS + EF will attempt to cause appropriate treatment to be administered, and the participant authorizes NSHSS + EF to do so. NSHSS + EF may offer or require that the traveler connect with an external mental health or physical healthcare resource, including a mental health assessment, and the traveler and/or their parent/guardian authorizes the use of these services. NSHSS + EF, however, makes no warranty that it will be able to cause effective (or any) emergency treatment, intervention, or consultation to be administered.
  11. NSHSS + EF has the right to make changes and/or cancellations in tour itineraries and departure dates, and to modify transportation arrangements, including hotels and any other tour features at any time. In the event of such changes, refunds will be given only in accordance with the provisions of the Booking Conditions supplied herewith.
  12. I have made the choice to travel with NSHSS/Group Leader organizing my group, and I understand that this choice is not the responsibility of EF. I understand that my Group Leader is able to make decisions on my behalf, including but not limited to changing the group's requested tour or travel date and requiring that I purchase items such as Travel Protection plan, Travel



Protection Plus plan and optional excursions. I understand that a Group Leader must accompany me on tour. If my Group Leader cancels or is removed for any reason, EF will ask NSHSS to assign a new Group Leader. If I cancel at this point and choose not to travel with the replacement Group Leader, I will be subject to NSHSS + EF's Standard Cancellation Policy. If no replacement Group Leader can be found, I will need to cancel and NSHSS + EF's Standard Cancellation Policy will apply.

13. If I purchase a Travel Protection plan and a travel disruption occurs during my tour, I agree for NSHSS + EF to incur costs on my behalf to mitigate their effects and I assign any insurance benefits applicable to travel disruption to NSHSS + EF for NSHSS + EF to submit a claim for reimbursement on my behalf.
14. It is my responsibility to secure the necessary travel documents and meet all applicable travel requirements (passport, visa[s], any required health testing or vaccinations, and parental authorization forms.) This includes meeting (where applicable) the U.S. Government's requirement for a REAL ID or other acceptable ID to fly within the U.S. beginning on May 7, 2025. Failure to do so does not constitute grounds for a refund except according to the Standard Cancellation Policy outlined in the Booking Conditions.
15. I will be required to pay for any phone calls or incidental personal expenses that I incur at hotels, as well as for any damage I cause to hotel rooms, buses or other property.
16. This tour has been designed for students, as reflected in the pacing, educational content, accommodations and other aspects of the tour.
17. If I will be 20 years old or older at the time of tour departure, I acknowledge that NSHSS + EF will conduct a criminal background check ("CBC") as a pre-condition to travel. If such a traveler refuses to consent to the CBC, it will be deemed a cancellation and NSHSS + EF's Standard Cancellation Policy will apply.
18. This Release and Agreement and NSHSS + EF's Booking Conditions constitute the entire agreement between NSHSS + EF and me with reference to the subject matter herein, and I do not rely upon any promises, inducements or agreements not herein stated, including but not limited to any oral statements made to me by any agents or employees of NSHSS + EF, or by my Group Leader. This agreement may be amended or modified only in writing signed by an officer of NSHSS + EF. The waiver by NSHSS + EF of any provision of this agreement shall in no way affect the remaining provisions of this agreement, and this agreement shall be interpreted as if such clause or provision were not contained herein.
19. This agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the State of Georgia or Commonwealth of Massachusetts. In the event of any claim, dispute or proceeding arising out of my relationship with NSHSS + EF, or any claim which in contract, tort, or otherwise at law or in equity arises between the Released Parties, whether or not related to this agreement, the parties submit and consent to the exclusive jurisdiction and venue of the courts of the State of Georgia or Commonwealth of Massachusetts and of the United States District Court for the District of Georgia or Massachusetts.
20. For participants in Utah only: I understand that this tour is not sponsored by any public school, public school district or other public entity, and is operated and organized by a privately owned company.

21. NSHSS + EF may use any photographic, film, digital or video likeness taken of me, any of my comments while on an NSHSS + EF tour, any of my photographic, film, digital or video content shared by me with NSHSS + EF through any form, and any project work (including but not limited to online learning programs offered by NSHSS + EF) for future publicity or marketing without compensation to me and also use my contact information for future NSHSS + EF promotions. I have read and agreed to the Terms of Use and Privacy Policy outlined at [www.nshss.org/terms-of-use/](http://www.nshss.org/terms-of-use/) and [www.nshss.org/privacy-policy/](http://www.nshss.org/privacy-policy/) and at [www.efexploreamerica.com/legal/legal-notice/](http://www.efexploreamerica.com/legal/legal-notice/), and I consent to NSHSS + EF's processing of my personal data according to those terms and conditions and as set forth.

Sign your enrollment form only when you have read in full and understood the contents of this release and agreement.

#### LIMITED POWER OF ATTORNEY

The tour itinerary may include certain activities (such as snorkeling in Puerto Rico) that may require the Group Leader to sign a release on behalf of the travelers (who are minors and cannot sign for themselves) in order to allow participation. This Limited Power of Attorney allows the Group Leader to execute these documents on your behalf should the need arise. Your execution of this Limited Power of Attorney is voluntary, and if you choose not to grant this Limited Power of Attorney, your child may still participate in the tour but may not be able to participate in some tour activities. With regard to said activities:

1. I understand and agree that my child, with my permission, has voluntarily chosen to participate in the activities, and we assume all dangers and risks associated with the activities.
2. I do hereby delegate to the Group Leader a "Limited Power of Attorney" and full authority to sign any documents, including, but not limited to, liability releases, permission slips, waivers, and/or any other type of participation agreement required by the operators of any activity for participation. By signing the NSHSS + EF Explore America Enrollment Form, I understand and agree to the above