

## General Terms and Conditions

### DETAILS

These Booking Conditions are valid for all EF tours departing after October 1, 2022. 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").

### GROUP TRAVEL

#### What is a shared group?

Consolidation provides small groups with the best value. EF's Program Fees are based on a minimum of 35 paying participants. To qualify for EF's Program Fees, it is usually necessary to combine a number of smaller groups into a larger one. Your group may therefore be combined with others that are not necessarily of the same age range. If EF is unable to consolidate groups on their requested tour, we will offer a comparable tour and apply the new Program Fee. In order to consolidate your tour, EF requests some flexibility with your date and destination choices. If we cannot offer a comparable tour as a booking option, participants can opt to receive a full refund. Once a program is booked, EF's Standard Cancellation Policy applies.

#### 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 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. 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. Alternatively, groups bussing from their hometown will be met by their Tour Director at their first scheduled activity.

#### 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, etc. This may also 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 due to flight arrival or departure times, some tour inclusions may be unavailable. In this case, EF reserves the right to substitute inclusions at its discretion. 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 for any reason, including terrorism, pandemics, or other world events.

Your Group Leader 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:

If any location(s) included in the group's itinerary is newly designated as a Travel Advisory Level 4 by the U.S. Department of State; or 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; your Group Leader or the individual traveler may choose not to depart on the tour as scheduled and will have the same Peace of Mind Options set forth above.

### 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 cancelling 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 transferrable at the face value of the voucher to members of the traveler's immediate family or school community. 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 and NSHSS Staff throughout the program
- Bus transportation while on tour, except on specified subway ("metro") itineraries
- 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's Standard Cancellation Policy
- EF's Peace of Mind Program

These apply to all tours unless otherwise noted on the tour itinerary. Once travel is completed on the first tour, participants are eligible for the following:

- \$50 repeat traveler discount on domestic or international programs offered by EF Explore America and EF Educational Tours
- Discounts on other EF programs

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

- Optional add-ons, including additional activities and excursions
- Lunches (if included on your tour)
- Adult supplement (if applicable)
- Travel Protection plan
- Travel Protection Plus plan
- Non-Refundable Fees

#### Non-Refundable Fees

Non-Refundable Fees are defined as the Enrollment Fee (\$95), NSHSS Non-Refundable Deposit (\$500), Travel Protection plan cost, Travel Protection Plus plan cost and Manual Payment Plan Fee (\$50) 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

- Airfare and airline services, such as food and checked luggage, which may be purchased at the airport or in flight (For more information, visit [efexploreamerica.com/baggage](http://efexploreamerica.com/baggage).)
- Expenses caused by last-minute airline rescheduling, cancellations, or delays caused by the airlines or bad weather
- Passport, visa, or any other fees associated with entry or exit from a specific location (including country exit/entry fees for groups travelling to Canada)
- Souvenirs and incidentals
- Lunches (if not included on your tour)
- Any expenses not specifically listed as included (such as any health testing or vaccination costs)

An additional \$200 Under 10 Supplement will be applied to all traveler accounts if the group size falls under 10 paying travelers. This will be applied to paying traveler accounts no later than 140 days before departure. Also, if the group size is under 10 paying travelers and as a result airline contract rates are not available, additional fees may apply.

#### TRAVEL TO CANADA

Entrance into Canada requires a valid passport that will remain valid for at least six months after the tour ends. If you do not already have a passport, you should apply for one as soon as you enroll on your tour. Late enrollment may require the passport application process be expedited for an additional fee. For more information, visit <http://travel.state.gov/passport>. Additionally, parental authorization forms, which must be notarized less than 30 days prior to departure, are

required for Canadian travel for minors. Consult your Group Leader for more information. Citizens of the United States do not need a visa to enter Canada. Non-U.S. citizens should contact the closest Canadian embassy or consulate as soon as possible for specific entry and exit requirements. If a participant traveling to Canada is unable to obtain the documents or meet the entry and exit requirements necessary to enter Canada, EF's Standard Cancellation policy will apply. Travelers will also be required to obtain or meet, at their sole cost, any other documents or entry and exit requirements (i.e., health testing or vaccination requirements).

#### TRANSPORTATION (NSHSS Tour is LAND ONLY)

##### Which types of airlines does EF use?

EF reserves seats with most major carriers. (The passenger contract in use by each airline, when issued, shall constitute the sole contract between the airline and the purchaser of the tour.) EF reserves the right to use charter flights.

##### Will we have direct flights?

Due to available flight routings, we cannot guarantee non-stop or direct flights. (Options are available for groups with less flexibility. For these options, have your Group Leader contact EF.)

##### Do I need to use all portions of my flight itinerary?

Yes. You must travel on all legs of your itinerary. If you do not travel on a portion of your flights, the remaining portions will be canceled and no refund will be issued. You will be responsible for purchasing a new ticket as well as any service fees charged by the airlines.

##### Will my group fly together?

Due to space availability and size of available aircraft, we cannot guarantee that all members of a group will fly together on the same flight. Groups may have an additional overnight, layover and/or bus transfer due to space availability, routings, and legal connection times. EF cannot be held responsible for airline schedule changes or mechanical, weather, or capacity related flight delays. In some cases, groups may travel on an overnight "red-eye" flight, departing as early as the afternoon before the tour is scheduled to begin. You will receive your seating assignments at the time of check-in or at your designated departure gate.

##### Can we upgrade or use frequent flier miles?

Our airline contracts do not allow upgrades, stopovers, or the accrual of frequent flier miles.

##### Do groups depart and land at the same airport?

Flights to and from the following destinations may originate/end at any of the airports serving them (listed below). On occasion, your tour may return to an airport in your area other than the one from which you departed:

- New York: Newark, LaGuardia or JFK
- Washington, D.C./Baltimore: BWI, Dulles, or Ronald Reagan National
- Houston: Hobby or George Bush Intercontinental
- Chicago: O'Hare or Midway
- Los Angeles: LAX, Burbank, Orange County, Long Beach, or Ontario
- San Francisco: Oakland, San Jose, or San Francisco
- Miami: Miami or Fort Lauderdale
- Cleveland: Cleveland or Akron

#### TRAVEL REQUESTS

##### What if I need to depart from a different airport?

EF is happy to arrange for an alternate departure airport on your itinerary. Your Program Fee will change to reflect the new gateway and a Non-Refundable Service Fee of \$60 will apply. You will be

responsible for your own ground transportation to or from your group's location, and at the end of your itinerary you must return to the city that you initially departed. Please call our Traveler Support Team at 888-333-9756 for details and to obtain a Special Travel Request form.

- All requests are subject to availability
- Requests must be received by EF by the group's enrollment deadline or 110 days prior to departure, whichever is earlier

## 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 on our educational tours as well. An adult is a participant who is at least 20 on the last day of the tour.

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.

### 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. Anyone younger than 15 years old traveling apart from the group without an adult companion should contact each airline on the minor's itinerary to make arrangements for an Unaccompanied Minor. Any resulting fees will be assessed by the airlines and are the responsibility of the traveler. Due to tour group size, NSHSS staff will not be available to go through airport security to meet a traveler at their gate. All travelers must meet at baggage claim.

A parent/legal guardian must provide written consent to EF (after receiving airline approval) if they wish to decline the Unaccompanied Minor service.

## 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-sex 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-sex students from the entire shared tour group with which they are traveling, including students from other schools. Rooming assignments are based on sex identified on the traveler enrollment form. A traveler can inform EF if they identify as a different sex and we will work to accommodate.

### Can students request a twin room?

Students may request twin room accommodations for an additional fee.

### How are adults roomed?

Adults are automatically roomed in twin accommodations. Shared tour participants will room with same-sex adult members of the entire shared tour group 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-occupancy rooming is also available for students and their families. For other rooming options, as well as details and pricing, please contact EF at 888-333-9756.

## 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 makes 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. EF tours are not for resale and travelers must enroll directly with EF.

Enrolling travelers acknowledge that EF may change the Booking Condition terms from time to time and those changes become effectively immediately. Notice will be provided to you in the event of a material change. A traveler's continued use of EF'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 takeoff from the EF departure airport or bus pick-up location and ends upon completion of the flight back to the EF airport or return to bus drop-off location. 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 is not responsible for loss of passports, airline tickets or other documents, or for loss of or damage to luggage or any other passenger belongings. In the case of a lost airline ticket, the participant is solely responsible for meeting the airline'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 in-flight meals.

### What items are prohibited from tour?

For the safety and well-being of all travelers, no firearms or any other weapons are permitted on tour except as required by law.

### How can I protect myself from the risk of COVID-19 while on tour?

Taking personal responsibility for your wellbeing begins with packing any personal protective equipment and sanitizers you require. Adopt physical distancing and hygiene practices throughout your pre-trip travel arrangements and follow all health instruction whether physical signage, or requests from the Tour Director or our staff once on tour.

## Health & Capabilities

The pacing and physical requirements of tour vary by itinerary. Travelers should select a tour that is suitable for their physical capabilities. Certain tours require considerable walking and may pose difficulty for travelers with disabilities or impaired mobility. 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 2012. 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. 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****EF's Standard Cancellation Policy**

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

- 150 days or more prior to departure: Full refund less the \$95 non-refundable enrollment fee, all other non-refundable fees, and a \$300 cancellation fee.
- 149 to 110 days prior to departure: Full refund less the \$95 non-refundable enrollment fee, all other non-refundable fees, and a \$500 cancellation fee.
- 109 to 45 days prior to departure: Full refund less the \$95 non-refundable enrollment fee, 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 have the option to rebook to another EF Explore America 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 or the same flights as the group. This is primarily due to restrictions outlined in our airline agreements.

- 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. EF's Standard Cancellation Policy will apply.

Please make all payments on time to qualify for refunds in accordance to EF's Standard Cancellation Policy.

**Group Leader Cancellations**

A Group Leader must accompany participants on every tour. If a Group Leader cancels for any reason, EF will ask them 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 EF's Standard Cancellation Policy will apply.

**Cancellations or Modifications Required by External Events Beyond EF's Reasonable Control**

EF shall not be liable to any traveler for the need to cancel, modify, or postpone the tour as a result of events that are beyond EF's reasonable control. These matters include such "acts of God" or force majeure events as actual or threats of: epidemics or pandemics, or other public health issues or emergencies (such as but not limited to the current COVID-19 pandemic); severe weather events or natural disasters such as but not limited to hurricanes, earthquakes, tsunamis, tornadoes, fires, floods, volcanic activity, or landslides; war (whether declared or undeclared); terrorist activities; instability in a destination location; incidents of violence, riot, sabotage, civil commotion, or nationalization; strikes or labor disputes or lockouts; government orders, sanctions, actual or potential quarantines, or other restrictions affecting travel, to, or around a location; disruption to transportation; chemical or radioactive contamination; or any other reason that makes it actually or potentially impossible or illegal for EF to conduct the tour as originally contracted. EF incurs substantial non-recoverable costs and expenses of its own in planning, preparing, and pre-paying amounts for such tours. Accordingly, if a tour cannot depart as originally scheduled or is interrupted for any such reason, travelers will receive an EF Future Travel Voucher for all monies paid, less the cost of any purchased travel protection plan. In the event of an 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 for causes described in this section shall not be a violation of its obligations to any traveler and will not be deemed a "failure" to provide travel services.

**COVID-19 Cancellation, Modification, or Requirements**

In the event external events beyond EF's reasonable control have not rendered a tour program impossible or illegal to depart as scheduled yet EF decides in its sole discretion that the program must nevertheless be cancelled, modified, or postponed due to health or safety concerns related to the COVID-19 pandemic or because issues related to the COVID-19 pandemic would affect the quality of the program, travelers acknowledge that EF's sole obligation to them will be to issue an



EF future travel voucher in the amount of all monies paid, less the cost of any purchased travel protection plan. In the event of an interrupted tour program, the amount of the Future Travel Voucher will be pro-rated for the missed portions of the tour. EF and the enrolled traveler agree that a cancellation, modification, or postponement by EF for causes described in this section shall not be a violation of its obligations to any traveler and shall not be deemed a "failure" to provide travel services.

EF is not responsible and shall not be liable to any traveler for any destination-imposed travel or entry and exit requirement, supplier-imposed requirements, or other travel-related requirement related to COVID-19, including but not limited to vaccination, testing, or other public health requirements. Customers who are unwilling or unable to comply with such requirements and who choose to cancel their tour are subject to EF's Standard Cancellation Policy.

EF also reserves the right in its sole discretion to, in good faith efforts to protect against health concerns, exceed destination-imposed travel or entry and exit requirements and require full vaccination against COVID-19, pre-tour and on-tour testing for COVID-19, and other public health measures for travelers to certain destination.

### 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 US 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 exclusions and limitations; 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 Academic HealthPlans at 877-974-7462 ext. 100 if you would like to obtain additional information regarding the features and pricing of each travel plan component.

### Travel Protection Plan (Included in NSHSS tour)

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](https://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 (previously Anytime Travel Protection Plan) receive additional pre-tour cancellation 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, and other Non-refundable Fees) through this EF-provided cancel for any reason waiver benefit. Learn more at [efexploreamerica.com/protection](https://efexploreamerica.com/protection). The Travel Protection Plus plan is non-refundable 10 days 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

EF incurs 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 your and your

group's tour program, and offering flexible policies like the Peace of Mind program and eligibility for discounts on other EF programs. As a result, all travelers must pay a non-refundable, non-transferable \$95 enrollment fee to complete their enrollment. All traveler enrollment applications must be received by 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 EF no later than your group's enrollment deadline, which will be determined by the Group Leader 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. If your tour itinerary includes a Broadway show, there will be an additional \$20 charge per show on the itinerary. EF only accepts payment by credit/debit card, money order or cashier's check for late enrollments. Availability is not guaranteed and additional charges may apply. You will receive a full refund if we are unable to place you on the tour. We cannot accept enrollments 35 days or fewer prior to departure.

### PERSONAL DATA

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. 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 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 EF holds about you, or have inaccurate personal data corrected or erased, please contact customer service at 888-333-9756.

### DIVERSITY, EQUITY, INCLUSION AND BELONGING

EF is 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.

## EF's Rules of the Road

When you enroll on your tour, you agree to EF's Rules of the Road, which can also be found on your personalized 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 EF and/or your Group Leader.

### 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.
3. You are expected to respect the nightly curfew that your Group Leader may 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 sex are not permitted in your room.
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. 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.

## 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 EF Explore America, Inc. By signing the EF Release and Agreement, I understand and agree to the following:

1. 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 "EF") do not own or operate any entity which is to or does provide goods or services for my program, including, for example, hotels; arrangements for, ownership of, or control over

houses, apartments or other lodging facilities; tour directors; airline, vessel, bus or other transportation companies; local ground operators; visa processing services; providers or organizers of optional excursions; or food service or entertainment providers, etc. I acknowledge that all such persons and entities, specifically the Tour Director assigned to my tour, are independent contractors. As a result, EF is not liable for any negligent or willful act or failure to act of any such person or entity, or of any third party.

2. Without limitation, EF is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God; force majeure; acts of government, acts of war or civil unrest; insurrection or revolt; strikes or other labor activities; public health issues or emergencies; epidemics, pandemics, plagues, outbreaks of infectious disease, mass-illness; criminal, terrorist or threatened terrorist activities of any kind; overbooking or downgrading of accommodations; structural or other defective conditions in houses, apartments or other lodging facilities (or in any heating, plumbing, electrical or structural problem therein); mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely; financial failure or other defaults by suppliers; dangers associated with water-based activities; dangers associated with bites from animals, insects or pests; sanitation problems; food poisoning; lack of access to or quality of medical care; difficulty in evacuation in case of a medical or other emergency; or any negligent or willful act or failure to act of any third party; or for any other cause beyond the direct control of EF.
3. I agree to release 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 in an 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 EF sponsored tour. 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 EF or which become necessary or advisable so as to increase the quality of the 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.
4. My tour begins with the takeoff from the EF departure airport or bus pick-up location and ends upon completion of the flight back to the EF airport or return to bus drop-off location.
5. EF shall have no liability or responsibility for me when I am absent from EF sponsored activities or during non-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.
6. EF or my Group Leader reserves the right to refuse or cancel my registration at its sole discretion. In such event, Standard Cancellation Policy as outlined in the Booking Conditions apply. EF and/or the Group Leader reserves the right to decline to accept or to retain any traveler on the tour if that person's presence is felt by EF or the Group Leader likely to be detrimental to the enjoyment of the tour by others,

- is dangerous to the participant or others, or for failure to abide by EF's regulations and/or the directions of the Tour Director. All participants are expected to be respectful towards other tour participants. 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, or any age, is subject to disciplinary action, including dismissal from tour. Travelers who have been removed from their tour waive the right to a refund of any part of the fee. EF may send the traveler home and require an adult to travel with them if under 18 years old at their own expense.
7. I agree to abide by EF's regulations, the directions of my Group Leader, my Tour Director and EF's personnel during my tour. Failure to do so may result in EF terminating me from the tour immediately. I understand that to disobey such rules or directions is to waive the right to a refund of any part of my Program Fee, and that 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.
  8. 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 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.
  9. If I become ill or incapacitated, EF and their employees, my Tour Director, or my Group Leader may take any action deemed necessary for my safety and well-being, including securing medical treatment (at my own expense) and transporting me home. EF retains the right, in its sole discretion, to contact the participant's parent(s) and/or guardian 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, EF will attempt to cause appropriate treatment to be administered, and the participant authorizes EF to do so. EF, however, makes no warranty that it will be able to cause effective (or any) emergency treatment to be administered.
  10. 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.
  11. I have made the choice to travel with the teacher/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 for any reason, EF will ask them 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 EF's Standard Cancellation Policy. If no replacement Group Leader can be found, I will need to cancel and EF's Standard Cancellation Policy will apply.
  12. If I purchase a Travel Protection plan and a travel disruption occurs during my tour, I agree for EF to incur costs on my behalf to mitigate its effects and I assign any insurance benefits applicable to travel disruption to EF for EF to submit a claim for reimbursement on my behalf.
  13. 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.) Failure to do so does not constitute grounds for a refund except according to EF's Standard Cancellation Policy as outlined in the Booking Conditions.
  14. 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.
  15. This tour has been designed for students, as reflected in the pacing, educational content, accommodations and other aspects of the tour.
  16. If I will be 20 years old or older at the time of tour departure, I acknowledge that 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 EF's Standard Cancellation Policy will apply.
  17. This Release and Agreement and EF's Booking Conditions constitute the entire agreement between 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 EF, or by my school or Group Leader. This agreement may be amended or modified only in writing signed by an officer of EF. The waiver by 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.
  18. This agreement shall be governed in all respects, and performance hereunder shall be judged, by the laws of the Commonwealth of Massachusetts. In the event of any claim, dispute or proceeding arising out of my relationship with 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 Commonwealth of Massachusetts and of the United States District Court for the District of Massachusetts.
  19. 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.
  20. EF may use any photographic, film, digital or video likeness taken of me, any of my comments while on an EF tour, any of my photographic, film, digital or video content shared by me with EF through any form, and any project work (including but not limited to online learning programs offered by EF) for future publicity or marketing without compensation to me and also use my contact information for future EF promotions. I have read and agreed to the Terms of Use and Privacy Policy outlined at [www.efexploreamerica.com/legal/legal-notices](http://www.efexploreamerica.com/legal/legal-notices), and I consent to EF's processing of my personal data according to those terms and conditions and as set forth on page 4.

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

#### **LIMITED POWER OF ATTORNEY**

**For parents/guardians of travelers under the age of 18 or a minor under any applicable law**

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 EF Explore America Enrollment Form, I understand and agree to the above.