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11 SUPERIOR COURT
12 IN AND FOR THE COUNTY OF SAN DIEGO
13 STATE OF CALIFORNIA

14 MELISSA DOUGLAS, an individual
15 person,

Plaintiff,

16 v.

17 EF INSTITUTE FOR CULTURAL
EXCHANGE, INC., a California
18 corporation, and EF EDUCATION
FIRST INTERNATIONAL, LTD., a
19 foreign entity,

20 Defendants.

Case No. 37-2020-00013374-CU-MC-CTL

COMPLAINT FOR INJUNCTION

[Civ. Code §§ 1780(a)(2), 1780(a)(5)]

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Complaint for Injunction

Douglass v. EF Institute for Cultural Exchange, Inc., et al.

1 Comes now Plaintiff Melissa Douglas (Plaintiff) and alleges as
2 follows:

3 1. Plaintiff is a resident of the State of Nevada whose minor child
4 was scheduled to go on an EF Tour (as that term is defined, *infra*) until that
5 EF Tour was cancelled by EF Defendants (as that term is defined, *infra*) as a
6 result of the Virus Epidemic (as that term is defined, *infra*).

7 2. Defendant EF Institute for Cultural Exchange, Inc. (EFCAL) is
8 a California corporation.

9 3. Defendant EF Education First International, Ltd. (EFSWISS) is
10 a foreign entity of unknown nature. EFCAL and EFSWISS are sometimes
11 collectively referred to as EF Defendants.

12 **Jurisdiction and Venue**

13 4. This court has jurisdiction over this matter because EFCAL is a
14 citizen of the State of California and this case arises out of and is related
15 only to matters of California State law, to wit, the California Legal
16 Remedies Act (B. & P. Code §§ 17500 et. seq. [CLRA]), which CLRA is
17 applicable to EFCAL due to EFCAL’s status as a California corporation. See
18 Exhibit 1 hereto.

19 5. Venue is appropriate in the Superior Court in and for the
20 County of San Diego in that, while EFCAL is incorporated in the State of
21 California, EFCAL has no principle place of business in the State of
22 California but does do business throughout the State of California, including

1 in San Diego, California and may thus be sued herein pursuant to CLRA §
2 1780(d).

3 **Charging Allegations**

4 6. EF Defendants have each acted as the agents of the other in
5 doing and failing to do all of the things alleged herein.

6 7. In addition to the foregoing, there is a sufficient unity of
7 interest between EFCAL and EFSWISS—each of which are wholly owned,
8 directly or indirectly, by members of the Switzerland-based Hult family—
9 that the Court should disregard the various organizational forms of the EF
10 Defendants and instead treat EFCAL and EFSWISS as being the alter egos
11 of each other for all purposes herein.

12 8. Plaintiff, on the one hand, and EF Defendants, and each of
13 them, on the other hand are all parties to a written contract of adhesion (the
14 EF 2019-2020 Adhesion Contract) that was drafted solely by EF Defendants
15 as a result of the EF Defendants being the parties to the EF 2019-2020
16 Adhesion Contract who had by far the superior bargaining power and
17 presented to Plaintiff on a take it or leave it basis. A true and correct copy of
18 the EF 2019-2020 Adhesion Contract is attached hereto as Exhibit 2.

19 9. The subject matter of the EF 2019-2020 Adhesion Contract is
20 “all EF Tours departing after October 1, 2019.”

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1 10. The reference to “EF Tours” in the EF 2019-2020 Adhesion
2 Contract is a reference to thousands of tours to various places all over the
3 world sold by EF Defendants to various educational groups, specifically
4 including, but not limited to, educational groups consisting of high school
5 classes traveling with high school teachers who rely on EF Defendants to
6 arrange for air travel, ground transport, hotels, food, sightseeing etc.

7 11. The “EF Tours” described in the EF 2019-2020 Adhesion
8 Contract constitute goods and services sold to consumers, i.e., persons such
9 as Plaintiff who are acquiring such goods and services for personal, family
10 or household purposes, thus making the sale of such EF Tours to Plaintiff
11 and all others similarly situated “covered transaction” under CLRA §
12 1770(a).

13 12. CLRA § 1770(a)(19) forbade the placement of any
14 unconscionable provisions in any written contract by EFCAL.

15 13. The EF 2019-2020 Adhesion Contract contains several such
16 unconscionable provisions, specifically including but not limited to the
17 following:

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- 1 • EF retains the right to cancel, modify, or delay the tour as a
2 result of unforeseeable events that are beyond EF’s reasonable
3 control, including but not limited to ... public health issues or
4 quarantine or threats of public health issues ... that make[] it
5 impossible or commercially unreasonable in the sole opinion of
6 EF to conduct the tour as originally contracted. If EF cancels
7 the tour for any such reason, travelers will receive an EF future
8 travel voucher for all monies paid, less the \$95 non-refundable
9 deposit and any additional non-refundable fees. Cancellation by
10 EF for causes described in this section shall not be a violation
11 of its obligations to any traveler (the No Public Health
12 Emergency Cash Refund Clause).
- 13 • I agree to release EF ... from, and agree not to sue [EF] for, any
14 and all claims of any nature related in any manner to my
15 participation in an EF-sponsored tour ... including, but not
16 limited to, claims for negligence, breach of contract, breach of
17 express or implied warranties, negligence or wrongful death, or
18 any statutorily based claim. I hereby unconditionally and
19 unequivocally waive any and all claims and demands for all
20 damages, losses, costs and expenses of any nature whatsoever
21 (including attorneys’ fees) on account of or arising out of any
22 and all personal injury, death, bodily injury, mental anguish,
emotional distress, or property or other damage that I may
suffer from any cause whatsoever related in any way to my
participation in any EF-sponsored tour (the First CLRA Waiver
Clause).
- This agreement and performance hereunder shall be governed
in all respects by the substantive laws of the Commonwealth of
Massachusetts. In the event of any claim, dispute, or proceeding
arising out of my relationship with EF ... it shall be resolved
solely in courts of the Commonwealth of Massachusetts and/or
the United States District Court for the District of
Massachusetts (the Second CLRA Waiver Clause).

1 13. The First CLRA Waiver Clause and the Second CLRA Waiver
2 Clause are both void as a matter of law because the effect of enforcing any
3 aspect of either of these two clauses would violate CLRA § 1751 (forbidding
4 any attempt by any defendant California citizen to obtain any advance
5 waiver of any plaintiff’s potential CLRA rights against that defendant
6 California citizen, specifically including any attempt by any defendant
7 California citizen to obtain any advance waiver of a plaintiff’s rights to
8 CLRA §§ 1780(a)(2) and/or 1780(a)(5) injunctive rights and any attempt by
9 any California citizen to obtain any advance waiver of any plaintiff’s CLRA
10 § 1780(c) venue rights).

11 14. In response to the world-wide public health emergency
12 occasioned by the corona virus (the Virus Epidemic) as declared by the
13 World Health Organization on January 30, 2020, the EF Defendants have
14 unilaterally cancelled every EF Tour scheduled to leave the United States on
15 and after that date.

16 15. While the Virus Epidemic is no doubt already truly calamitous,
17 it is not the only no doubt truly calamitous world-wide public health
18 emergency that has occurred in recent years. *See*

19 https://en.wikipedia.org/wiki/Public_Health_Emergency_of_International_Concern

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1 16. In cancelling the EF Tours in response to the Virus Epidemic
2 the EF Defendants have relied on the No Public Health Emergency Cash
3 Refund Clause to deny Plaintiff and all others similarly situated anything but
4 what the No Public Health Emergency Cash Refund Clause vaguely
5 describes as “EF future travel voucher[s] for all monies paid.”

6 17. In light of all of the prior information available to the EF
7 Defendants with respect to the potentially calamitous effects of various
8 world-wide public health emergencies that have either already occurred or
9 that have long been predicted as very likely to occur (the Virus Epidemic
10 included in this latter category) on EF’s and the travel industry’s ability to
11 serve the public, the EF Defendants conduct in placing the No Public Health
12 Emergency Cash Refund Clause into the EF 2019-2020 Adhesion Contract
13 was both procedurally and substantively unconscionable.

14 18. From a procedural unconscionability standpoint, and as is
15 alleged, *supra*, the EF 2019-2020 Adhesion Contract was drafted solely by
16 EF Defendants as a result of the EF Defendants having been the parties to
17 the EF 2019-2020 Adhesion Contract who had by far the superior bargaining
18 power and who presented the EF 2019-2020 Adhesion Contract to Plaintiff
19 on a take it or leave it basis.

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1 19. In addition, and because the EF Tours were sponsored by the
2 various public and private schools which the minor children of Plaintiff and
3 others similarly situated were attending with persons otherwise employed by
4 such schools as full-time teachers acting as the middlemen between the EF
5 Defendants and Plaintiff and others similarly situated the Plaintiff and all
6 others similarly situated were all intentionally lulled into a false sense of
7 security by the EF Defendants’ encouraging the belief that, like their
8 children’s teachers, the EF Defendants had the best interest of Plaintiff and
9 others similarly situated and their families at heart. Which the EF
10 Defendants obviously didn’t.

11 20. From a substantive unconscionability standpoint the EF
12 Defendants either knew or should have known (i) that in any Virus Epidemic
13 or similar world-wide public health emergency it would not be realistically
14 able to schedule any future EF Tours for any particular time or place at any
15 predictable cost and (ii) that the financially negative effects of a Virus
16 Epidemic or similar world-wide public health emergency would necessarily
17 put the EF Defendants’ own ability to remain solvent so as to be able to later
18 pay for the future delivery of the reasonably equivalent goods and services
19 that they would have to acquire in order for the them to honestly and fairly
20 redeem the “EF future travel voucher[s] for all monies paid” at some entirely
21 unpredictable time in the future into the most serious question imaginable.

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1 21. In addition to the foregoing, the EF Defendants conduct in
2 placing the No Public Health Emergency Cash Refund Clause into the EF
3 2019-2020 Adhesion Contract was substantively unconscionable because the
4 EF Defendants either knew or should have known that all of the EF Tours
5 are sponsored by various public and private schools where, as previously
6 noted, students accompany their own teachers to various places around the
7 world. Because of that fact, the EF Defendants either knew or should have
8 known that those students would never again be in a position to take an EF
9 Tour since—by whatever time such an alternative tour might hypothetically
10 be scheduled—those students would in all likelihood have moved on to other
11 schools and/or jobs and/or both and would predictably not be able to free
12 their schedules to go on some different EF Tour with complete strangers as
13 traveling companions, even assuming such kind of hypothetical EF Tours
14 were otherwise desirable, which they obviously weren't going to be anyway.

15 22. CLRA § 1780(a)(2) provides “(a) Any consumer who suffers
16 any damage as a result of the use or employment by any person of a method,
17 act, or practice declared to be unlawful by Section 1770 may bring an action
18 against that person to recover or obtain any of the following: ... An order
19 enjoining the methods, acts, or practices.”

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1 23. CLRA § 1780(a)(5) provides “(a) Any consumer who suffers
2 any damage as a result of the use or employment by any person of a method,
3 act, or practice declared to be unlawful by Section 1770 may bring an action
4 against that person to recover or obtain any of the following: ... Any other
5 relief that the court deems proper.”

6 24. To the extent that CLRA § 1780(a)(2) is construed as being
7 limited to prohibitory injunctions and any injunction issued by the Court is
8 deemed mandatory in effect, Plaintiff contends that CLRA § 1780(a)(5)
9 contemplates the issuance of any such mandatory injunction as the Court
10 may deem just.

11 25. Plaintiff has herself suffered an actual loss of money or
12 property in connection with the EF Defendants’ violation of the CLRA in
13 the amount of approximately three thousand eight hundred dollars (\$3,800)
14 which sum Plaintiff pre-paid the EF Defendants at the rate of several
15 hundred dollars a month for a period of several years and which monies
16 Plaintiff will forfeit absent issuance of an appropriate injunction by the
17 Court.

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1 **Sole Cause of Action (Injunctive Relief)**

2 26. Plaintiff realleges ¶¶ 1-25.

3 27. The EF Defendants must and should be enjoined from
4 enforcing any of the No Public Health Emergency Refund Clause, the First
5 CLRA Waiver Clause and the Second CLRA Waiver Clause against
6 Plaintiff and others similarly situated due to the fact these clauses, and each
7 of them, are both procedurally and substantively unconscionable under
8 CLRA § 1770(a)(19).

9 WHEREFORE, Plaintiff prays judgment:

10 1. For an injunction enjoining the EF Defendants from enforcing
11 any of the No Public Health Emergency Refund Clause, the First CLRA
12 Waiver Clause and the Second CLRA Waiver Clause against Plaintiff and
13 others similarly situated, thereby making it a contempt of Court for the EF
14 Defendants to thereafter refuse to make a full cash refund to Plaintiff and all
15 others similarly situated should they demand that the EF Defendants do so.

16 2. For a reasonable attorney fee.

17 3. For such other and further relief as to the Court may seem just.

18 Dated: March 10, 2020

REALLAW PC

McGRANE PC

19 By: 

William McGrane

20 Attorneys for Plaintiff Melissa Douglas
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EXHIBIT 1



State of California Secretary of State

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Statement of Information

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00.

If this is an amendment, see instructions.

IMPORTANT – READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME

2. CALIFORNIA CORPORATE NUMBER

This Space for Filing Use Only

No Change Statement (Not applicable if agent address of record is a P.O. Box address. See instructions.)

3. **If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement of information has been previously filed, this form must be completed in its entirety.**

If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to **Item 17**.

Complete Addresses for the Following (Do not abbreviate the name of the city. Items 4 and 5 cannot be P.O. Boxes.)

4. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY STATE ZIP CODE

5. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

6. MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4 CITY STATE ZIP CODE

Names and Complete Addresses of the Following Officers (The corporation must list these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)

7. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY STATE ZIP CODE

8. SECRETARY ADDRESS CITY STATE ZIP CODE

9. CHIEF FINANCIAL OFFICER/ ADDRESS CITY STATE ZIP CODE

Names and Complete Addresses of All Directors, Including Directors Who are Also Officers (The corporation must have at least one director. Attach additional pages, if necessary.)

10. NAME ADDRESS CITY STATE ZIP CODE

11. NAME ADDRESS CITY STATE ZIP CODE

12. NAME ADDRESS CITY STATE ZIP CODE

13. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

Agent for Service of Process If the agent is an individual, the agent must reside in California and Item 15 must be completed with a California street address, a P.O. Box address is not acceptable. If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to California Corporations Code section 1505 and Item 15 must be left blank.

14. NAME OF AGENT FOR SERVICE OF PROCESS

15. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL CITY STATE ZIP CODE

Type of Business

16. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

17. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.

DATE TYPE/PRINT NAME OF PERSON COMPLETING FORM TITLE SIGNATURE

EXHIBIT 2

General Terms and Conditions

These Booking Conditions are valid for all EF tours departing after October 1, 2019, and are subject to change with or without notice. The most current Booking Conditions at the time of your departure will apply, which are available at eftours.com/bc. All tours are operated outside of the U.S. by EF Education First International, Ltd., Switzerland. EF Institute for Cultural Exchange, Inc. is a marketing service provider for that company and is referred herein together with EF Education First International, Ltd. as "EF."

WHAT'S INCLUDED IN THE PROGRAM PRICE?

- \$95 non-refundable deposit
- Round-trip airfare
- Accommodations in hotels with private bathrooms
- A Tour Director available 24 hours a day from when you arrive until you depart
- Breakfast and dinner daily in Europe. (For non-European destinations different meal plans may apply.)
- Sightseeing tours and excursions led by licensed local guides as specified
- Airport transfers and transportation between destination cities
- Transportation to all included activities
- Entrance fees and theater tickets as specified
- EF walking tours and Tour Director-led sightseeing as specified
- Cruises, trains, or ferries as specified
- 24-hour worldwide emergency service
- Support from EF representatives abroad
- Adult supplement (if applicable)
- Weekend supplement (\$35 fee for any flight departing Friday, Saturday, or Sunday in either direction, if applicable)
- EF backpack and luggage tag for each tour

The above apply to all tours unless otherwise noted on the tour itinerary. If we ever fail to provide you with any of the above, we will refund you its value upon your return from the tour.

What does the non-refundable deposit include?

All travelers must pay the non-refundable, non-transferable \$95 deposit upon enrollment in order for the enrollment to be complete. After travel is completed on the first tour, repeat travelers will receive a \$100 repeat traveler discount off of future tours.* (EF Explore America repeat travelers will receive a \$50 repeat traveler discount off of future EF tours.) The \$95 non-refundable deposit includes:

- EF's standard cancellation policy and Peace of Mind program as described on p. 18
- Processing services by EF staff
- Eligibility for discounts on other EF programs

*Repeat travelers are paying travelers who traveled beginning in 2003. Travelers who cancel their tour prior to traveling are not eligible for a repeat traveler discount. The repeat traveler discount is non-refundable and non-transferable.

WHAT'S NOT INCLUDED IN THE PRICE?

- Rooming supplement (if applicable)
- Optional excursions (except where indicated)
- Global Travel Protection plan (except where indicated)
- Beverages and lunches (except where indicated)
- Transportation to free-time activities
- Customary gratuities (for your Tour Director, bus drivers, and local guides)
- Portage
- Any applicable baggage-handling fees imposed by the airlines (see eftours.com/baggage for complete details)
- Expenses caused by airline rescheduling, cancellations, or delays caused by the airlines, bad weather, or events beyond EF's control (see next page for details)
- Passport, visa, and reciprocity fees or any other fees associated with entry to a specific destination

GROUP TRAVEL

How does group travel work?

We believe that all students should have the opportunity to travel, which means we

do everything we can to keep our program prices the lowest in the industry without sacrificing quality. One of the ways we do that is by combining groups to fill a tour bus so that all travelers help cover the costs of the bus, the Tour Director, local guides, etc. Consolidating groups also allows travelers to meet students from other schools, although groups may not be of the same age level.

Therefore, in order for everyone to travel for the lowest price possible, group travel requires some flexibility. Each group submits its preferred tour choices and travel dates, and then we book all of the groups with the same requested tours on one specific departure date. Because EF is the largest student travel provider, it's rare that groups do not travel on their first-choice tour. However, on occasion, we may need to book your group on a second-choice tour. If we fail to offer a comparable tour, travelers may opt to receive a full refund. EF strives to keep departure dates within two days of the requested date for tours departing October through April and within four days of the requested date for tours departing May through September. Your final tour itinerary and travel dates will be confirmed approximately two months prior to departure.

Anything else I need to know about my itinerary?

Based on your travel dates, there may be times when it becomes necessary to modify your itinerary. Sometimes this involves changing the order in which cities are visited, altering your length of stay in a city or country, or using an alternate airport. On certain days, especially holidays, some tour inclusions may be unavailable. In such cases, we will substitute different inclusions or provide a refund after the tour. Tours are designed for students, as reflected in the pacing, accommodations, and other aspects of the tour.

PRIVATE GROUPS

What if my group wants to travel on our own without being consolidated?

If you want the privacy of your own tour bus and Tour Director, you can choose to travel as a private group. This option is available for an additional fee, which varies based on the final number of paying travelers. If your group fills a standard-size tour bus, the private group option is free. The itinerary may not be modified while on tour (i.e. you do not have the tour bus at your disposal); however you are able to make certain tour modifications prior to the tour departure. Although your base itinerary will include only your group, you may be consolidated with others during optional excursions. Also, due to flight and hotel availability, we require the same departure date flexibility as described above. Please let EF know prior to your first enrollment if you would like to be a private group.

What if my group is traveling on a customized tour?

If your group is traveling on a customized tour, you will automatically be traveling as a private group. The tour price for your customized tour can fluctuate based on the group size and will be finalized based on the number of paying travelers at the time of departure.

ENROLLMENT

All Enrollment Forms must be received at EF by at least 110 days prior to departure. Travelers should provide complete first, middle, and last names, and dates of birth as they appear (or will appear) on their passports.

What is the cost of a name correction?

Any corrections to match passport names made after 110 days prior to departure require that we change the flight reservation, resulting in a minimum fee of \$200 per airline up to the cost of a new published fare ticket. This may also result in a different flight itinerary from the entire group. Travelers who have not yet applied for a passport should provide their full name and date of birth as they appear on their birth certificate.

How do travelers enroll?

Enrollment Forms and payment can be submitted to EF in any of the following ways:

- Online: eftours.com/enroll
- Phone: 800-665-5364
- Mail:
 - EF Educational Tours
 - EF Center Boston
 - Two Education Circle
 - Cambridge, MA 02141

For your convenience, travelers are automatically enrolled in paperless billing. Travelers who prefer to receive invoices by mail may request this by logging into account at eftours.com or by calling 800-665-5364.

Can a traveler enroll on a waitlist if the tour is full?

Upon the discretion of the Group Leader, a waitlist may be offered for full tours. The \$95 non-refundable deposit is required for waitlist enrollments. If space becomes available on the tour and the applicant chooses to enroll, EF's payment plan and cancellation policies apply immediately. If space is not available by 14 days prior to departure or if the applicant cancels from the waitlist, the \$95 deposit will be refunded.

Can children under 11 go on tour?

We do not allow children under the age of 6 to travel with us. Travelers ages 6-10 must have an adult chaperone other than the Group Leader and will have to room with that chaperone. Travelers may choose to stay in a family room (a room with two twin beds and a cot) or in a twin (a room with two beds). Applicable fees will apply.

Can adults go on tour?

EF's published program prices are based on student rates for transportation, admissions, accommodations, etc. We welcome adults (those age 20 and older, including those who will turn 20 while on tour) but have to charge a per-person flat fee supplement of \$100 plus \$50 per night of the tour to cover the difference between student and adult rates. Adults will pay an additional \$40 per night for the sea portion of their tour on overnight ferries and cruises, where applicable. Please see next page for information on adult rooming. Groups comprised of a majority of adults must select the private group option. 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.

LATE ENROLLMENTS

Can a traveler enroll after 110 days prior to departure?

Yes. A traveler may submit a late enrollment request 109 days or fewer prior to departure. The traveler must enroll on the tour, pay a non-refundable \$145 late enrollment fee, and make full payment of the current program fee. The traveler will be placed on a waiting list while we check bus, flight, and hotel availability. The traveler is responsible for any additional charges that may apply. We may also offer an alternate flight to meet up with the tour or the option of arranging your own flight and buying the land-only portion of the tour.

If we are unable to place the traveler on a tour or the traveler does not wish to pay the additional charges, the traveler may cancel their enrollment request and receive a full refund.

PASSPORTS AND VISAS

Who is responsible for getting travelers' passports, visas, and other travel documents?

Each traveler must obtain a passport and any applicable visas or other travel documents prior to departure. For all tours, we will need passport information by 110 days prior to departure. If a traveler is unable to obtain these travel documents, our standard cancellation policy will apply (see first column on p. 18). Please be sure that passports are valid for at least six months after the tour ends. Visit the U.S. Department of State at www.travel.state.gov for further information. Non-U.S. citizens will need to contact the embassy or consulate of their destination countries to ensure they meet specific entry requirements. Remember to check the itinerary carefully for all countries that will be visited (including countries visited in transit).

GLOBAL TRAVEL PROTECTION PLAN

Can I help protect my investment?

Travelers can help protect their investment from the unexpected with the offered Global Travel Protection plan. Designed specifically with EF travelers in mind, this plan provides coverage for travelers, including pre-departure trip cancellation protection as well as medical expense coverage during their tour (among several post-departure coverages). Additionally, if you are traveling on

a Service Learning Tour operated by Me to We Trips, you are required to have traveler's insurance. If purchased, the Global Travel Protection plan includes travel insurance coverages that will satisfy this requirement. Additional information, prepared by Specialty Insurance Solutions (SIS), is available at: <http://sis-inc.biz/efeducationaltours>. The Global Travel Protection plan becomes non-refundable after any of the following occur: when you depart on your tour, when you file a claim, or 10 days after receipt.

FLIGHT INFORMATION

Which airlines are used by EF?

EF reserves seats with major airlines, including Aer Lingus, Air Canada, Air France, Air New Zealand, Alitalia, American, British Airways, Copa Airlines, Delta, Iberia, Icelandair, KLM, Lan Airlines, Lufthansa, Qantas, South African Airways, Swiss, United, Virgin Atlantic Airways, and other U.S. and international carriers. Our contracts do not allow upgrades, stopovers, or the accrual of frequent flier miles.

What will my flights be like?

We always do our best to provide the most direct route to your destination city. However, due to available flight routings, we cannot guarantee non-stop or direct flights. Sometimes, groups may travel on an overnight red-eye flight, departing the evening before the tour is scheduled to begin. In rare cases, groups may have a domestic and/or international overnight, layover, and/or bus transfer. Based on seat availability and the size of the plane, we may not be able to accommodate all members of a group on the same flight, in which case the Group Leader will determine on which flight itinerary each traveler will travel. In such instances that a traveler is not satisfied with their flight assignment, standard cancellation fees apply. We are not able to pre-assign seating. Seat assignments will be provided upon check-in. Depending on your group's size, travelers may or may not sit together. Some countries may require aircraft insecticide treatment for inbound foreign flights. A list of such countries is available at eftours.com/insecticide.

Do I have to travel on all legs of my flight itinerary?

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 cancelled. You will be responsible for purchasing a new ticket as well as for any service fees charged by the airlines.

What happens if my flight is delayed?

EF is not responsible for airline schedule changes or mechanical, weather, or capacity-related flight delays; however, visit eftours.com/protection for benefits offered in the Global Travel Protection plan.

Are any airports interchangeable?

Flights to and from the following destinations may originate/end at any of the airports in that vicinity. On occasion, the tour may return to a different airport than the one you departed from.

- Chicago: O'Hare or Midway
- Houston: George Bush Intercontinental or Hobby
- Miami: Fort Lauderdale or Miami
- New York: LaGuardia, JFK, or Newark
- Washington, D.C./Baltimore: BWI, Dulles, or Ronald Reagan National
- Ireland: Cork or Shannon
- Italy: Milan or Venice
- Scotland: Edinburgh or Glasgow
- San Francisco: Oakland, San Jose or San Francisco
- Dallas: Dallas/Fort Worth or Dallas Love Field

Are there flight restrictions for travelers under 18?

Anyone younger than 18 years old traveling apart from the group without an adult companion must contact each airline on the minor's itinerary and may need to register as an unaccompanied minor per the airlines' policies. Some airlines will not allow minors under 16 years of age to travel without an adult companion. Any resulting fees will be assessed by the airlines and are the responsibility of the traveler. Additionally, travelers younger than 18 years old are not permitted to travel land-only unless accompanied by an adult traveling on the tour.

SPECIAL TRAVEL REQUESTS

EF is happy to provide stay-ahead/stay-behind options, alternate departure airports, and land-only tours for individual travelers or the whole group. If you have requested special travel arrangements, EF cannot guarantee that you will fly with your group in either direction.

What if the whole group wants to do a stay-ahead or stay-behind?

Where possible, EF will provide altered flight and/or land arrangements for a group of at least six paying travelers plus the Group Leader. Each traveler will have to pay any additional air and/or land costs. The Group Leader should submit one request for the whole group, which needs to be received prior to the first enrollment.

What if only one traveler has a special travel request?

Individual special travel requests should be submitted online at eftours.com by 110 days prior to departure. Please keep in mind that you should not make any actual arrangements—such as booking a flight or hotel—until final tour itinerary and departure date have been finalized (around 60 days prior to departure). A \$150 service fee plus any additional air and/or land costs will be charged.

What are the types of individual special travel requests?

- Individual stay-ahead/stay-behind option: Where possible, EF will provide altered flight arrangements, according to a traveler's request. Travelers are responsible for making their own arrangements to and from the hotel or airport as well as all land arrangements pertaining to their individual itinerary.
- Alternate departure airports: Program prices are based on group departures. If an individual chooses to fly out of a different airport than the group, the program price of the alternate airport will apply. Travelers must depart from and return to the same domestic airport.
- Land-only tours: On certain tours, travelers have the option to make their own flight arrangements and join the tour at the first hotel on the itinerary. Travelers are responsible for making their own arrangements to and from the hotel or airport. In this case, the program price will be reduced depending on the length and destination of the tour. EF is not responsible for any travel-related delays or inconveniences for land-only travelers. Additionally, travelers younger than 18 years old are not permitted to travel land-only unless accompanied by an adult traveling on the tour.

EXCURSIONS

What are excursions?

EF offers these activities in addition to what is already included on the itinerary. Most Group Leaders choose to add excursions to all traveler accounts.

When should I purchase excursions?

To secure a discounted price, most excursions need to be purchased by 50 days prior to departure (70 days for Versailles). Some excursions may be purchased on tour, though at an increased price.

Are excursions refundable?

If EF cancels an excursion (due to low enrollment, for example), travelers will receive a full refund for the excursion after returning home from tour. To receive a refund for an excursion that you simply no longer wish to be enrolled in, you must let us know by 50 days prior to departure or no refund will be given.

ROOMING

EF handles final rooming assignments for all travelers. Please ensure that all rooming requests are submitted by 110 days prior to departure.

How are students roomed?

Students will room in triples or quads with others of the same sex from the entire tour group. This means that students from different schools may room together. EF uses hotels with rooms that contain two double beds (beds for two people). Two students are expected to share each bed.

Can students request a twin room?

Students may request twin accommodations (a hotel room with two single beds) by submitting the name of their roommate. The following additional fees will apply:

- \$50 per hotel night per student
- \$90 per ferry or cruise night per student

(Please note: Twin accommodations are not available on overnight trains.)

How are adults roomed?

Adults are placed in twin accommodations (a hotel room with two single beds) with another adult of the same sex from the entire tour group, unless the name of a roommate has been provided. This will mean that adults from different schools/organizations may room together.

Can adults request a room with a double bed?

Adults can request double-bed accommodations (a room with one bed for two people) by providing EF with the name of their roommate by 110 days prior to departure.

Can adults request a single room?

Adults can request a single room for an additional \$40 per hotel, cruise, or ferry night. This fee is in addition to the standard adult supplement fees covered on the previous page. Single rooms are not available on overnight trains.

What are the sleeping arrangements on trains?

Overnight trains provide couchette sleeping berths or sossels (recliners). The couchettes contain up to six fold-out beds that come down from the wall; on rare occasions, these compartments may not be exclusive to EF travelers and may be mixed gender. Single rooms and private bathrooms are not available on overnight trains.

MISCELLANEOUS

When does the tour officially start and end?

Each tour begins with the take-off from the departure airport and ends when the flight lands at the return airport. For those making their own flight arrangements, the tour begins upon arrival at the first EF hotel and ends upon departure from the last EF hotel, according to the itinerary. The official length of an EF tour does not include stay-ahead, stay-behind, or any optional periods or activities when travelers are not escorted by a Tour Director.

What happens if EF has to cancel or modify a tour?

EF retains the right to cancel, modify, or delay the tour as a result of unforeseeable events that are beyond EF's reasonable control, including but not limited to, acts of God, war (whether declared or undeclared), terrorist activities or threats of terrorists activities, instability in a destination country, incidents of violence, public health issues or quarantine or threats of public health issues, substantial currency fluctuations, strikes, government restrictions, fire or severe weather conditions, or any other reason that makes it impossible or commercially unreasonable in the sole opinion of EF to conduct the tour as originally contracted. If EF cancels the tour for any such reason, travelers will receive an EF future travel voucher for all monies paid, less the \$95 non-refundable deposit and any additional non-refundable fees. Cancellation by EF for causes described in this section shall not be a violation of its obligations to any traveler.

What if a refund is due?

Refunds for overpayments will be issued upon written request and after the most recent payment has been in the traveler's account for 21 days. Refunds will be issued in the name that appears on the traveler's account. All refund checks are mailed 4-6 weeks after the request has been processed. There will be a non-refundable \$35 stop-payment fee for lost refund checks.

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 lost travel documents, the traveler 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.

What if my tour dates do not fall in the range covered by these Booking Conditions?

Visit eftours.com/bc for the most recent version of the latest travel year's Booking Conditions. The most current Booking Conditions will apply.

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 800-665-5364.

PROTECTION FOR TRAVELERS' PAYMENTS

Traveler's tour money is protected 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, or online at USTOA.com.

TERMS AND PROVISIONS

The terms and provisions of these Booking Conditions supersede any other warranties, representations, terms, or conditions, unless they are expressly stated within a Booking Conditions Addendum or in a letter signed by an EF officer. While EF makes every effort to ensure the accuracy of its publications, it cannot be held responsible for typographical or printing errors (including prices).

The tour operator for your trip is EF Education First International, Ltd., Selnaustrasse 30, 8001 Zurich, Switzerland, organization number CHE-109.874.655, VAT number CHE-116.325.678 MWST. EF Institute for Cultural Exchange, Inc. is an affiliate of EF Education First International, Ltd. and acts only as a marketing services provider for that company. EF Institute for Cultural Exchange Inc. is not an agent of EF Education First International, Ltd. and does not provide any goods or services for your trip. The services provided are tax-exempt with credit in accordance with Swiss Federal Law with regard to VAT Article #23.

Payment Plan Terms and Conditions

Should you choose the Automatic Payment Plan or Manual Payment Plan, the following Terms and Conditions apply.

AUTOMATIC PAYMENT PLAN

- Travelers must select a payment method of either direct debit from a checking account or an ATM/debit card (card must display the Visa or MasterCard logo).
- EF must have the checking account or card holder signature on the Enrollment Form, electronic signature, or verbal authorization indicating agreement to EF's Automatic Payment Plan Terms and Conditions before the plan is activated.
- A minimum of three months of automated payments are required. Travelers who are not eligible for the Automatic Payment Plan must pay in full upon enrollment or enroll in the Manual Payment Plan.

- Travelers must provide a valid email address and pay the tour's \$95 non-refundable deposit before the plan is activated.
- Travelers who choose monthly payments must choose a date between the 1st and 26th of the month on which their account will be automatically debited.
- Travelers who choose bi-weekly payments must choose a weekday on which their account will be automatically debited.
- Due to weekends and holidays, EF reserves the right to debit the travelers' account up to three days after the scheduled date.
- The Automatic Payment Plan amounts are subject to change if tour items or payments (other than the Automatic Payment Plan) are added or removed in excess of \$20. All other items or payments totaling \$20 or less that are added or removed will only be reflected in the final payment.
- After the Automatic Payment Plan's final scheduled payment, any additional items are due at time of purchase. Payments will no longer be automatically deducted.
- A non-refundable \$35 fee will be assessed each time a payment is returned or declined. In these cases, the plan will be recalculated to have the missed payment redistributed across the remaining schedule. EF reserves the right to withdraw travelers from the plan for returns or declines in two consecutive payments. Should the final payment be returned or declined, travelers will automatically be withdrawn from the plan.
- Travelers are not charged late fees while enrolled in the Automatic Payment Plan. If the traveler opts to withdraw from the plan or is withdrawn by EF, the traveler will be enrolled in the Manual Payment Plan, and the \$50 plan fee will be assessed.
- All of the above terms and conditions of the Automatic Payment Plan also apply to travelers on EF Tours for Girl Scouts tours.

MANUAL PAYMENT PLAN

- If travelers do not pay in full upon enrollment or choose the Automatic Payment Plan, they will be enrolled in the Manual Payment Plan and a non-refundable \$50 plan fee will be applied.
- Based on date of enrollment, travelers will be invoiced up to three payments. The first payment of \$500 is due 30 days after enrollment. The second payment of \$500 is due 90 days after enrollment. The remaining balance is due 110 days prior to departure.
- Based on date of enrollment, travelers on an EF Tours for Girl Scouts tour will be invoiced up to four payments. The deposit of \$95 is due at the time of enrollment. The first payment of \$300 is due 60 days after enrollment. The second payment of \$500 is due 14 months prior to departure. The third payment of \$500 is due 9 months prior to departure. The remaining balance is due 110 days prior to departure.
- A late fee of \$95 will be assessed for any missed payment. All late fees are non-refundable.
- Travelers can pay with ATM/debit card, credit card (card must display the Visa or MasterCard logo), or personal checks.
- Payments made by personal check must be submitted with the traveler's name and account number.
- A non-refundable \$35 fee will be assessed each time a payment is returned or declined.
- Travelers are responsible for making on-time payments even if an invoice is not received.
- All payment due dates refer to the dates by which each payment must be received by EF.
- EF reserves the right to cancel the traveler's reservation if any payment is past due by 30 days (or 15 days after final payment).
- Payment for the Global Travel Protection plan is due at time of purchase, and the plan will not be purchased until payment is received.

Paperless Billing Terms and Conditions

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

- Travelers will receive electronic invoices in connection with all information related to their EF 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 billing e-mail address that travelers provide on their enrollment form. Travelers may view and print invoices by logging into their account at eftours.com.

- EF 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.
- Travelers may elect not to receive electronic invoices and change to billing by US mail at any time by logging into account at eftours.com or by calling 800-665-5364.
- 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. EF does not warrant that the information, processes, or services will be uninterrupted, or bug or error free.

Cancellation Policy

The cancellation policies outlined below take into consideration the costs EF incurs long before groups ever depart. Notice of cancellation from an EF tour will only be accepted from the traveler, his or her legal guardian, or the Group Leader. The date of cancellation will be determined by the date on which EF receives notice. Cancellation refunds can only be made to the person whose name appears on the account. In order to qualify for refunds in accordance with EF's standard cancellation policy, all payments must be received on time.

EF's standard cancellation policy*

- *150 days or more prior to departure:* Full refund less the \$95 non-refundable deposit, all non-refundable fees, Global Travel Protection, and a \$300 cancellation fee.
- *149 to 110 days prior to departure:* Full refund less the \$95 non-refundable deposit, all non-refundable fees, Global Travel Protection, and a \$500 cancellation fee.
- *109 to 45 days prior to departure:* Full refund less the \$95 non-refundable deposit, all non-refundable fees, Global Travel Protection, and 50% of the program price.
- *44 days or less prior to departure:* No refund will be issued.

*Travelers who purchase a Global Travel Protection plan have the opportunity 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 Educational 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**

- 150 days or more prior to departure: Full refund less the \$95 non-refundable deposit, all non-refundable fees, and Global Travel Protection.
- 149 to 110 days prior to departure: Full refund less the \$95 non-refundable deposit, all non-refundable fees, Global Travel Protection, and a \$100 substitution fee.
- 109 days or less prior to departure: Replacements can no longer be accepted and EF's standard cancellation policy will apply.

** Cancellation with replacement refers to a traveler who cancels but finds a person to replace him or her for the same program. The replacement's Enrollment Form must be submitted at the same time as the notification of cancellation.

Group Leader cancellation

A Group Leader must accompany travelers on every tour. If a Group Leader cancels for any reason, he or she will be asked to assign a new Group Leader. Any travelers 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 travelers will need to cancel to be eligible for EF's standard cancellation policy. Those travelers interested in being placed with a new tour group should contact EF at 800-665-5364. If we cannot find a new tour for these travelers, EF's standard cancellation policy will apply.

EF's 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 or other world events. Your Group Leader may choose from the following options:

45 days or more prior to departure

- Change the travel dates of your group's current tour
- Work with EF to modify your group's current tour or find a new tour
- Cancel your tour and all travelers will receive a transferrable travel voucher

44 days or less prior to departure

If any location(s) included in the group's tour itinerary is designated as a Travel Advisory Level 3 or 4 by the U.S. Department of State, your Group Leader may still choose any option from the section above.

EF's Peace of Mind program Terms and Conditions

Benefits of the Peace of Mind program are only available to the entire group and not to individual travelers. Travelers missing any payment deadlines must pay any incurred late fees to qualify for this program. Revised tours must fall within the date range that these Booking Conditions are valid. 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 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. Travel vouchers will be issued in the amount of all monies paid by a traveler for the original tour less the \$95 non-refundable deposit and any other non-refundable fees. Travel vouchers are valid for the current and following travel year. Travel vouchers are transferrable at the face value of the voucher to members of the traveler's immediate family or to students and faculty of the traveler's school. The future travel voucher is not a merchandise credit or a gift certificate and may not be redeemed for cash.

Release and Agreement

I (or parent or legal guardian if enrollee is under 18 or a minor under any other applicable law) have read, understand and agree to the following in exchange for enrollment on an EF Educational Tour:

- I acknowledge and understand that my tour is operated outside of the U.S. by EF Education First International, Ltd., Switzerland, and that EF Institute for Cultural Exchange, Inc. acts only as a marketing service provider for that company. If I am participating in a Service Learning Tour, I acknowledge and understand that a portion of my tour may be operated by Me to We Trips, Ltd., a Canadian entity, in collaboration with Free The Children.
- EF Institute for Cultural Exchange, Inc., EF Education First International, Ltd., and their affiliated companies, partners, and any companies acting on their behalf, along with their officers, directors, employees, agents, and authorized representatives (collectively referred to 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 and not employees or agents of EF. 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.
- Without limitation, EF and/or Me to We Trips, Ltd. in collaboration with Free The Children and its affiliated companies, partners, any companies acting on its behalf, each of their directors, officers, employees, volunteers, sponsors, independent contractors, agents, and authorized representatives (together referred to as "MTW") are 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; 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; dangers associated with or bites from animals, insects, or pests; sanitation problems; food poisoning; epidemics or the threat thereof; disease; 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 or MTW.
- I agree to release EF and my school, my school district, my school board, MTW, my Group Leader, and 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 or a Service Learning 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, or property or other damage that I may suffer from any cause whatsoever related in any way to my participation in any EF-sponsored tour or a Service Learning Tour.
- I understand that travel in other nations is not similar to travel within the United States. Travel outside of the United States can involve inconvenience and risk, including, but not limited to, forces of nature, geographic and climatic conditions, different hygienic standards, infrastructure problems (including road maintenance, transportation delays and accommodation conditions), civil unrest, vandalism, crime, political instability, and terrorism. Medical services or facilities may not be readily available or available at all during all or part of a program and, if available, may not be equal to standards in the participant's home country. I understand that a Service Learning Tour is a physically demanding excursion in a developing country, and I knowingly assume the risks of such an excursion. I further understand that different parts of the world present unique health, disease, and safety concerns, and I agree to review any specific risks related to my destination by visiting the Centers for Disease Control and Prevention's Traveler's Health website at www.cdc.gov/travel and the State Department's International Travel website at www.state.gov/travel. 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.
- 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 MTW 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.
- In addition, EF and MTW shall have no responsibility for me whatsoever when I am absent from an EF- or MTW-supervised activity or for non-supervised activities, such as visits to friends or relatives or during stay-ahead/stay-behind option periods or any other optional period or activity when not escorted by a Tour Director.
- My tour begins with the takeoff from the EF departure airport and ends upon completion of the flight back to the origination (or other arrival) airport.
- The air carrier's liability for loss of or damage to baggage or property, or for death or injury to person, is subject to and limited by the airlines' contract of carriage, its tariff, the Montreal Convention or Warsaw Convention and their amendments or both.
- EF or my Group Leader reserves the right to refuse or cancel my registration at its sole discretion. In such event, standard cancellation policies as outlined in the Booking Conditions apply.
- I agree to abide by EF's and MTW's regulations and the directions of my Group Leader, my Tour Director, and EF's or MTW's personnel during my tour. Failure to do so may result in my Group Leader or 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 price, and that my Group Leader or EF may then send me home at my own expense.
- I agree to abide by all local laws when abroad. 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 price, and my Group Leader or EF may send me home at my own expense. I also understand that, should local authorities be involved, I will be subject to the laws of the country I am visiting.
- If I become ill or incapacitated, EF, MTW, and their employees, or my Group Leader, may take any action they deem necessary for my safety and wellbeing, including notifying parents/guardians and/or securing medical treatment (at my own expense) and transporting me home. EF retains the right, in its sole discretion, to contact the traveler's parents/guardians with regard to health issues or any matter whatsoever that relates to the traveler's tour. These rights transcend any and all privacy regulations that may apply. In the event of a medical emergency, EF or MTW will attempt to cause appropriate treatment to be administered, and the traveler authorizes EF or MTW to do so. EF or MTW, however, make no warranty that it will be able to cause effective (or any) emergency treatment to be administered or to be timely administered.
- I have made the choice to travel with the teacher/Group Leader organizing my group. 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 the Global Travel Protection 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 him or her 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 treated as a standard cancellation. If no replacement Group Leader can be found, I will need to cancel and EF's standard cancellation policy will apply. I may also request that EF place me with a new tour group. If EF cannot find a new tour group for me, EF's standard cancellation policy will apply.
- If I will be age 20 or older at any time during my tour, 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.
- 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, marketing materials, or agreements not herein, 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 a writing, signed by 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.
- This agreement and performance hereunder shall be governed in all respects by the substantive laws of the Commonwealth of Massachusetts. In the event of any claim, dispute, or proceeding arising out of my relationship with EF or MTW, or any claim which arises between the Parties, whether or not related to this agreement, the literature for the trip or the trip itself, it shall be resolved solely in courts of the Commonwealth of Massachusetts and/or the United States District Court for the District of Massachusetts.
- For travelers in Utah only: 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.
- EF and MTW may use any film or digital likeness taken of me and any of my comments while on an EF tour as well as any project work (including, but not limited to, online learning programs offered by EF) for future publicity 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 eftours.com/legal-notices and I consent to EF's processing of my personal data.
- I have read and agreed to the Terms of Use and Privacy Policy outlined at eftours.com/legal-notices, and I consent to EF's processing of my personal data as set forth on page 17.

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 whitewater rafting in Costa Rica) 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:

- 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.
- 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 Educational Tours Enrollment Form, I understand and agree to the above.

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.

If you are traveling on a Service Learning Tour operated by Me to We Ltd., you must also adhere to Me to We's Rules of the Road. Please visit eftours.com/mtwrules for more details.



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

- All scheduled activities are obligatory. If you are 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.
- If you want to visit friends or relatives in a destination country, your Group Leader must be told before the tour begins. Please complete the Tour Leave Form, found under Forms and Resources on the Help Center (eftours.com/help-center), to receive permission for the visits. You must then give the form to your Tour Director upon arrival.
- 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.
- Smoking is not allowed on buses, during meals, in hotel rooms, or in any other shared, enclosed space.
- Hitchhiking and the driving or renting of any motor vehicle is strictly forbidden for all travelers.
- 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.
- Travelers under the age of 18 may not consume alcohol on tour. Travelers over the age of 18 (or older, if local laws require) may consume beer or wine in moderation. The consumption of hard liquor is strictly forbidden. Group Leaders and/or parents may prohibit all alcohol consumption at their discretion. Excessive drinking by any traveler will not be tolerated and will result in dismissal from tour at the traveler's own expense.
- 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.
- 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.