

EF Explore America Inc. Referral Campaign (the "Campaign")

Official Terms and Conditions

1. Sponsor: EF Explore America Inc. ("EF") with a principal place of business at Two Education Circle, Cambridge, MA 02141, USA.

2. Eligibility: This Campaign is open to legal residents of the United States who are currently enrolled in a tour with EF Explore America or who are enrolling in a tour as part of this Campaign, with tours departing between October 1, 2024, and September 30, 2025. Employees of EF, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers and immediate family members and/or those living in the same household of the above are not eligible to participate in the Campaign. The Campaign is void where prohibited by law. The Campaign is subject to all applicable federal, state, and local laws and regulations.

3. Agreement to Rules: By participating, the traveler ("You"), the traveler's primary contact and any person who receives the referral email and uses the referral unique code agree to be fully and unconditionally bound by these Official Terms and Conditions, and represent and warrant that they meet the eligibility requirements. In addition, they agree to accept EF's decisions as final and binding as they relate to the content of this Campaign.

4. Campaign Period: Referrals will be accepted online as part of the online tour enrollment process beginning on July 8, 2024 at 9 am EST, and ending July 31st, 2024, at 11:59 pm EST. All entries must be received by July 31st, 2024, at 11:59 pm EST. EF may adjust or extend the Campaign period at its sole discretion.

5. How to Enter: To submit a valid referral, please follow these steps: (i) Your primary contact will receive an email containing a unique referral code; (ii) share this unique code with a potential traveler; (iii) the potential traveler must enroll in the same tour that You are currently enrolled in; (iv) the potential traveler needs to complete the online enrollment form at www.efexploreamerica.com. When asked if they were referred by another family on the tour, they should select "yes", and provide Your name and the unique referral code. All information must be accurately provided to validate the referral. The new traveler must enroll in the same tour that You are traveling on. No referral bonuses will be provided for travelers on tours other than the one You are traveling on. The entry must fulfill all Campaign requirements, as specified, to be eligible. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of EF. You may provide up to 5 valid referrals for the same tour, or a total of up to \$250 maximum to be placed on your Till card. A referred traveler can only be referred by one referrer and receive a single referral fee of \$50. If a referred traveler claims multiple referrers, EF, at its sole discretion, will consider only the first referral valid.

6. Referral Fee: For each valid referral, both You and the referred traveler will receive \$50 (the "Referral Fee"), which will be deposited to a Till Financial debit card. In order to receive the Referral Fee, You and the referred traveler will be required to establish a debit card account with Till Financial, including but not limited to the successful completion of KYC, OFAC, and other applicable screenings. You and the referred traveler must also agree to and comply with the terms of Till Financial which can be found at www.tillfinancial.com/policies. To learn more about the Till Financial debit card you can visit www.tillfinancial.com. No cash or other substitution for the Referral Fee shall be permitted except at EF's discretion. The Referral Fee is nontransferable. Any and all Referral Fee related expenses, including without

limitation any and all federal, state, and/or local taxes, shall be Yours and the referred traveler's sole responsibility. To receive the Referral Fee, the recipient's Till account must be open and in good standing at the time of issuance. Till Financial maintains the right to close or suspend any account at any time.

7. Fulfillment of the Referral Fee: Both You and the referred traveler must remain enrolled, and your tour account balance must be fully paid 45 days prior to the tour's departure. If You or your referred traveler cancel your EF tour, neither You nor your referred traveler will be eligible for the Referral Fee. Please make sure to keep your contact information current with EF as this contact information will be used in order to complete the Till Financial enrollment. If You or your referred traveler do not complete your Till Financial enrollment, You and your referred traveler will not receive the Referral Fee. By participating in this Campaign, you agree to receiving marketing communications from Till Financial. Please see www.tillfinancial.com/policies for more information about Till Financial policies.

8. Rights Granted by You: By entering the Campaign, the participant understands and agrees that EF, anyone acting on behalf of EF and EF's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, the participant entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

9. Terms & Conditions: EF reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond EF's control that corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. EF reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. EF has the right, in its sole discretion, to maintain the integrity of the Campaign, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such an attempt be made, EF reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, the participant agrees to release and hold harmless EF and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize, referral fee or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Campaign; (v) electronic or human error in the administration of the Campaign or the processing of entries.

11. Disputes: This Campaign is governed by the laws of the Commonwealth of Massachusetts, without respect for the conflict of laws doctrine. As a condition of participating in this Campaign, participant agrees

that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Massachusetts having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the EF Explore America website. To read the Privacy Policy, visit: <https://www.efexploreamerica.com/legal/privacy-policy>.