

2025 EF Student Creator Program Terms and Conditions

By submitting an application for the 2025 EF Student Creator Program, all applicants represent that they are over the age of 18 and that they have read and agree to the following Term and Conditions:

1. Eligibility

This EF Student Creator Program (the “Creator Program”) is open to legal residents of the United States currently enrolled in a tour with EF Educational Tours or EF Explore America (“EF”) that departs between March 1, 2025 and April 30, 2025. A parent or legal guardian must consent to the Terms and Conditions of this Creator Program for eligible entrants under the age of 18. 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 Creator Program. This application is void where prohibited by law. By participating, you agree to be fully unconditionally bound by these Terms and Conditions, and you and your parent and/or legal guardian represent and warrant that you meet the eligibility requirements. This Creator Program is subject to all applicable federal, state, and local laws and regulations.

2. Application Period

Applications will be accepted online starting on Monday, December 16, 2024 at 12:00pm EST and ending Friday, January 31, 2025 at 11:59pm EST. EF may adjust or extend the application period at its sole discretion.

3. How to enter

Visit landing.eftours.com/student-creators to read the rules and apply for the Creator Program. The entry must meet all Creator Program requirements outlined, including the submission of a video elaborating on your motivation to become a creator. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of EF. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of EF.

4. Selection of Creator Program Participants

The Creator Program participants will be selected by the social media team at EF and the selection will be based on the quality of the application, including the video submission. Throughout the application period, a maximum of 20 participants will be chosen for the Creator Program. All decisions are final. The Creator Program selected participants (the “Winners”) will be notified by February 14, 2025, by email or telephone. In the event a Winner cannot be

reached at the email address or telephone number submitted with entry, the selection will be forfeited, and an alternate participant will be selected.

5. Odds

The odds of winning depend on the number of eligible entries received.

6. Role of the Winners

Each Winner will need to submit three videos to EF during their EF tour, addressing prompts provided by EF. EF reserves the right to disqualify any Winner at EF's sole discretion.

7. Prize

After completing the creator duties specified in Section 6, each Winner will receive an "Ultimate Content Creator Starter Kit", approximate retail value \$150. Actual/appraised value may differ at time of prize award. No cash or other prize substitution shall be permitted except at EF's discretion. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of the Winner. Acceptance of the prize and participating in the Creator Program constitutes permission for EF to use the Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

8. Rights Granted by Participants

By uploading content such as photographs, image files or videos, participants agree to give EF or its designee irrevocable, non-exclusive, perpetual, worldwide, royalty-free rights to use the photo/video for any purpose including publication, display, modification, and creation of derivative works. By making a submission to the Creator Program, participants acknowledge and agree that such submission will be brought within the public domain and EF will not be held liable for any copying, re-posting or unlawful use of the submission that may result. By participating in the Creator Program, the participant agrees to the use of his/her name for advertising or publicity purposes and to the use of statements made by or attributed to him/her relating to EF or this program, and releases any and all rights to said use without further compensation. In the event of a dispute, all entries will be deemed to be made by the holder of the email account associated with the entry.

By entering your video content, you represent and warrant that your entry is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of EF. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless EF from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which EF may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. General Conditions

EF reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Creator Program should virus, bug, non-authorized human intervention, fraud, or other cause beyond EF's control corrupt or affect the administration, security, fairness, or proper conduct of the Creator Program. In such case, EF may make the selection from all eligible entries received prior to and/or after (if appropriate) the action taken by EF. 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 Creator Program or website or violates these Terms & Conditions. EF has the right, in its sole discretion, to maintain the integrity of the Creator Program, 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 the Creator Program 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 Creator Program may be a violation of criminal and civil laws. Should such attempt be made, EF reserves the right to seek damages to the fullest extent permitted by law.

If, for any reason, EF is not capable of running as planned, including without limitation events for force majeure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of EF which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Creator Program, EF reserves the right at its sole discretion to cancel, terminate, modify or suspend the Creator Program. In such event, EF will conduct the selection from among all eligible entries received (if any) prior to the event that resulted in the cancellation, termination, modification or suspension.

10. Limitation of Liability

By entering, You agree to release and hold harmless EF and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors, and Instagram 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 Creator Program and/or his/her acceptance, possession, use, or misuse of any prize 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 application; (v) electronic or human error in the administration of the application or the processing of entries.

11. Disputes

The Creator Program 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 Creator Program,

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 Creator Program, 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 Creator Program). Participant further waives all rights to have damages multiplied or increased.

12. Winners List

To obtain a copy of the Winner's name or a copy of these Terms and Conditions, mail your request along with a stamped, self-addressed envelope to: EF Educational Tours, Two Education Circle, Cambridge, MA 02141, USA. Requests must be received no later than February 28, 2025 at 5:00pm EST.

13. Creator Program Sponsors

The Creator Program is sponsor by EF Institute for Cultural Exchange, Inc. with a principal place of business at Two Education Circle, Cambridge, MA 02141, USA.

14. Instagram, Meta, TikTok

The Creator Program hosted by EF Educational Tours and EF Explore America is in no way sponsored, endorsed, administered by, or associated with Instagram, Meta, or TikTok.

15. Privacy Policy

Information submitted with an entry is subject to the Privacy Policy stated on the EF Educational Tours and EF Explore America website. To read the Privacy Policy, <https://www.eftours.com/legal/privacy-policy> click here for EF Educational Tours, <https://www.efexploreamerica.com/legal/privacy-policy> click here for EF Explore America.