TERMS AND CONDITIONS - Win a spot on a Training Tour Contest

OFFICIAL CONTEST RULES & REGULATIONS

The "Win a spot on a training tour" Contest (the "Contest"), is sponsored by EF Institute for Cultural Exchange Ltd. (the "Sponsor") and the tour prize will be provided and operated by EF Education First International AG. The Contest is intended to be conducted in Canada only, excluding the Province of Québec, and shall be construed and evaluated according to the laws in force in the Province of Ontario. By entering the Contest, entrants agree to abide by these Official Contest Rules & Regulations (the "Contest Rules") and the decisions of the Sponsor with respect to all aspects of the Contest, which are final and legally binding on the entrant.

1. HOW TO ENTER: No purchase necessary. Beginning on November 14, 2024 until January 31, 2025 (the "Contest Period"), there is one method to enter the Contest for an eligible person: ONLINE: https://www.eftours.ca/win-a-trainingtour by completing the entry form with your first name, last name, profession, school name, telephone number including area code, email address, confirm that you have read and agreed to be bound by the Contest Rules, indicate whether you would like to receive additional information from the Sponsor about programs and promotions, and submit the online form. Only fully completed entries will be deemed as eligible entries. All eligible entries must be received by 11:59 PM Eastern Standard Time ("EST") on January 31, 2025 (the "Contest Closing Date"). Limit one (1) entry per person for the Contest. In the event of a dispute regarding the identity of an online entrant, the entry will be deemed to have been made by the authorized account holder of the email address submitted with the entry.

The authorized account holder is defined as the person who is assigned an email address by an online service provider or other organization (business, educational institution, etc.).

Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple accounts, identities, or registrations, all in the Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a prize. Entries that contain false or incomplete information are void. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Contest Rules are void. Entrants grant Sponsor a non-exclusive license to use all entries for any purpose. No correspondence will be entered into except with selected entrants. Proof of transmission (screenshots or captures, etc.) does not constitute proof of entry or receipt of an entry.

2. ELIGIBILITY: To enter and be eligible to win, a person must be a legal resident of Canada (excluding the province of Québec) of the age of majority who is employed full or part-time as a teacher or administrator at the middle school, junior high school, senior high school, and who is not an employee of the Sponsor, its subsidiaries, affiliates, related companies or agencies, or a member of their immediate families or any person with whom they are domiciled, or an employee of any other company providing educational tours.

3. PRIZE: One (1) winner will be selected to win an EF Training Tour provided and operated by EF Educational First International AG. The winner will be able to select their preferred Training Tour from a list of locations and dates provided by the Sponsor. The trip includes all program, and departure fees (including roundtrip airfare, up to 3 nights overnight stays in hotels, and select meals, all elements to be selected and booked by EF Educational First International AG, or its affiliates). The prize does not include any optional excursions fees, insurance fees, money for gratuities, meals other than the select ones provided, or additional optional travel. The tour must be taken by December 31, 2025. All travellers must sign and obtain all enrolment materials including the Release and Agreement, Booking Conditions, and any other required travel documents. All travellers must be in possession of the needed travel documents (i.e., a valid Canadian Passport, vaccinations) when required to travel internationally and must meet all visa, vaccinations, reciprocity fees or any other destination entry requirements (if applicable). Actual/appraised value may differ at the time of prize award. All trip components, including but not limited to flights, hotels and included meals shall be solely determined and booked by EF Educational First International AG or its affiliates. No cash or other prize substitution shall be permitted except at the Sponsor' discretion. The prize is non-transferable, except at the sole distraction of the Sponsor. Any and all prize-related expenses, including without limitation any and all federal, provincial, and/or local taxes, shall be the sole responsibility of the Winner. In case of tour cancellation or postponement, either by internal or external factors, the Sponsor reserves the right to modify or cancel the Contest and Prize at any time.

The Sponsor also reserves the right to require proof of eligible employment as required by Rule #2 (the "Employment Confirmation"). The Sponsor reserves the right to disqualify any potential winner who cannot produce, within five (5) business days of a request by Sponsor for same, proof of such employment (satisfactory to Sponsor). Should a selected entrant be unable to accept the Prize because of school and/or Board of Education policy, or any other reason, a new entrant will be randomly selected from among all eligible entries. A selected entrant shall be deemed ineligible if he or she has won a prize in any similar contest run by the Sponsor in the last twelve (12) months preceding the Contest Period. If the Prize is forfeited by a potential winner for any reason whatsoever, the Prize may be awarded to an alternate winner at the Sponsor's discretion.

- **4. PRIZE DRAW:** A random Prize Draw will be held on February 4, 2025 at approximately 10:00 AM EST at 80 Bloor Street West, 16th Floor, Toronto, ON M5S 2V1, from among all eligible entries received by the Contest Closing Date. The odds of being drawn as a potential Prize winner depend on the total number of eligible entries received during the Contest Period.
- **5. NOTIFYING THE POTENTIAL WINNER:** The selected entrant in the Prize draw will be contacted by mail, courier and/or telephone within seven (7) business days of the Prize draw. If a selected entrant cannot be located or does not respond within seven (7) business days of notification, or if a package sent by mail or courier is returned as undeliverable, the selected entrant will be disqualified and another entrant randomly selected until contact is made with a selected entrant or no more entries are available, whichever occurs first. The Sponsor will not be responsible for failed attempts to notify any selected entrant.
- **6. DECLARING THE WINNER:** In order to be declared a Prize winner, the selected entrant must first correctly answer a time-limited mathematical skill-testing question without assistance of any kind and will be required to sign and return a Declaration and Release Form (the "Release") which confirms compliance with the Contest Rules and releases the Sponsor and its subsidiaries, affiliates, related companies or agencies, and their respective officers, directors, employees and agents (collectively the

"Releasees"), from all liability with respect to the participation in the Contest by the winner and the acceptance of the Prize as awarded, without substitution, by the winner. The Release must be returned within the time period specified on the Release or the Prize will be forfeited by such winner. The selected entrant may be required to furnish proof of identification as part of the verification process. The Sponsor also reserves the right to require proof of eligible employment as required by Rule #2 (the "Employment Confirmation"). The Sponsor reserves the right to disqualify any potential winner who cannot produce, within five (5) business days of a request by Sponsor for same, proof of such employment (satisfactory to Sponsor). Should a selected entrant be unable to accept the Prize because of school and/or Board of Education policy, or any other reason, a new entrant will be randomly selected from among all eligible entries. A selected entrant shall be deemed ineligible if he or she has won a prize in any similar contest run by the Sponsor in the last twelve (12) months preceding the Contest Period. If the Prize is forfeited by a potential winner for any reason whatsoever, the Prize may be awarded to an alternate winner at the Sponsor's discretion.

- **7. AWARDING OF THE PRIZE:** An employee of the Sponsor will contact the confirmed Prize winner after receiving the duly completed Release and, if requested, the Employment Confirmation. The Sponsor's employee will book the travel arrangements for the Prize winner, including confirming the selected tour itinerary. The Sponsor will not replace or refund any amount if the winner cannot attend the Tour.
- **8. NAME AND IMAGE OF THE WINNER:** By entering, each applicant, if he or she is selected as a potential winner of the Prize, consents to the use of his or her name, school name, city and province of residence/school, and/or photographs, without further remuneration, in connection with any publicity carried out by or on behalf of the Sponsor. The Sponsor and/or its affiliates, related companies or agencies, and their respective employees and agents will have the right to photograph the Grand Prize winner while on the Grand Prize tour for use in future promotions, without further remuneration.
- 9. GENERAL CONDITIONS: (a) This Contest is subject to all federal, provincial and municipal laws and regulations. (b) All entries become the property of the Sponsor and none will be returned. No correspondence will be entered into except with the selected entrant. (c) By entering the Contest, all entrants release the Releasees from any loss, damage or claims caused by or resulting from participation in the Contest, or the acceptance or use of the Prize, including but not limited to any injury or damage to an entrant's or to any other computer. (d) The Sponsor is not responsible for typographical or other errors in the offer or administration of the Contest, including but not limited to, errors in advertising, the Contest Rules, or the announcement of the Prize winner. (e) No responsibility is assumed by the Sponsor for any inability of any person to successfully enter the Contest for any reason, including any problems or technical malfunction of any internet or telephone network or broadcast transmission during the Contest. The Sponsor assumes no responsibility for falsified, late, lost, damaged, misdirected, garbled, or incomplete entries. Proof of transmission (screenshots, etc.) does not constitute proof of delivery. (f) The Sponsor reserves the right at its sole discretion to disqualify any entrant from the Contest in the event it is determined that he or she has entered in a fashion not permitted by the Contest Rules or any other pertinent terms or conditions referenced in the Contest Rules. (g) Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disgualified. (h) Any attempt by an entrant or any other person to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should any such attempt be made, the Sponsor reserves the right to seek remedies and damages from any such person to the fullest extent permitted by law.

- **10. INTELLECTUAL PROPERTY**: All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or other intellectual property without the express written consent of the Sponsor is strictly prohibited. The Sponsor's marketing or other partners, if any, shall also have access to and rights to reproduce, copy or otherwise use any materials generated by this Contest or any submissions or materials generated by contest entrants.
- 11. CHANGE OR TERMINATION: The Sponsor reserves the right, to terminate, suspend, or modify this Contest without liability in the event of any fraud or technical failures of the website beyond the control of the Sponsor that may corrupt the administration, integrity or security of the Contest, or if any other factor interferes with the conduct of this Contest, without prior notice or publication. In the event of early termination of the Contest, a notice will be posted online and a random draw to award the Prize will be conducted from among all eligible entries received prior to the time of termination.
- **12. PERSONAL INFORMATION:** The Sponsor respects your right to privacy. By entering this Contest, each contest entrant consents to the Sponsor collecting, storing and using the personal information submitted with his or her entry in accordance with its privacy policy, only for the purpose of administering this Contest unless the contest entrant otherwise agrees. To view the Sponsor's Privacy Policy, visit https://www.eftours.ca/legal/privacy-policy

Questions regarding the Contest can be directed to the Sponsor at 1-800-387-1460 or by contacting the Sponsor at EF Tours Canada Experiential Training Tours, 80 Bloor Street West, 16th Floor, Toronto, ON, M5S 2V1.

© 2024 EF Institute for Cultural Exchange Ltd