

## EF Educational Tours Instagram Giveaway Terms & Conditions

1. **ELIGIBILITY.** No purchase necessary. This Facebook contest is open to U.S. residents age 13 or older at the time of entry. Employees, directors, officers and principals of EF Educational Tours ("EF") its subsidiaries, affiliates, contractors, agents and members of their immediate families or households are not eligible to participate. This contest is void where prohibited by law.

2. **HOW TO ENTER.** There is one (1) method of entry for the Sweepstakes. In order to participate, you must be a registered user on Instagram and follow the "eftours" page on Instagram. (<https://www.instagram.com/eftours>). During the Sweepstakes Period, Sponsor will send an Instagram post asking users to comment and tag a friend on Instagram. To enter, you must comment and tag a friend on the Sweepstakes Instagram post using the comment function within Instagram from your Instagram account during the Sweepstakes Period. An entry received outside of the Sweepstakes Period will be deemed ineligible.

No illegible, incomplete, forged, or altered entries will be accepted. Limit: Two (2) entries per person. Entries will not be acknowledged or returned.

3. **PROMOTION PERIOD.** The contest starts at 9:00 a.m. Eastern Standard Time on October 12<sup>nd</sup>, 2018 and ends at 11:59 p.m. Eastern Standard Time on October 17<sup>th</sup>, 2018 (the "Promotion Period"). All entries must be received no later than 11:59 p.m. on October 17<sup>th</sup>, 2018. All entries submitted become the sole property EF Educational Tours and will not be returned. Entries generated by a script, macro or other automated means are prohibited and will be automatically disqualified. EF reserves the right to extend or shorten the contest period at its sole discretion.

4. **SELECTION OF WINNERS.** One (6) Potential Winners will be selected from all eligible entries received during the Sweepstakes Period in a random drawing to be conducted within approximately seven (8) days following the close of the Sweepstakes Period. Judges decisions are final on all matters relating to this Sweepstakes. Potential Winner(s) will be contacted via Instagram within fourteen (14) days from selection. If winner(s) cannot be contacted, alternate winner(s) will be selected by Sponsor at random.

### 5. PRIZE.

One EF branded hat. The winners will be responsible for all associated taxes and fees. This prize is non-transferrable and no other cash alternatives or substitutes will be offered.

6. GENERAL CONDITIONS. This contest is governed by the laws of the United States. All federal, state and local laws and regulations apply. This contest is void where prohibited by law. Winners will be notified by e-mail or telephone and may be required to sign and return an Affidavit of Eligibility and Release of Publicity and Liability within 14 days of notification. In the event of noncompliance, if the winner cannot be reached at the Facebook profile, e-mail address, or telephone number submitted with entry, or if the prize or prize notification is returned as unclaimed or undeliverable, the prize will be forfeited and an alternate winner will be selected. No cash alternative or substitution of any prizes will be offered. No prize transfer is permitted. Limit one prize per person. Participants agree to be bound by these Official Rules and the decisions of EF Educational Tours are final and binding in all respects.

All submissions become the property of EF.

By making a submission to the contest, participants acknowledge and agree that such submission will be brought within the public domain and that EF will not be held liable for any copying, re-posting or unlawful use of the submission that may result.

Participants indemnify and save harmless EF Institute for Cultural Exchange, Inc., EF Education First International AG, and all affiliated entities, along with their respective directors, officers, agents, employees, representatives, successor, assigns, (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, causes of action, damages, costs or expenses arising out of or in connection with the posting of a submission on Facebook or any other social media site, a breach of any of these conditions and any actual or alleged infringement or misappropriation of any third party proprietary rights.

By participating and accepting a prize, so long as there is no legal prohibition, winner 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 Educational Tours or this promotion, 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 Facebook account associated with the entry.

7. RELEASE OF LIABILITY. All entrants release EF Educational Tours, its subsidiaries, affiliates, officers, directors, agents, employees and all others associated with the development and execution of EF Educational Tours and the contest from any and all liability with respect to or in any way arising from this contest and/or acceptance or use of the prizes, including liability for personal injury, death, damages, or loss.

EF Educational Tours is not responsible for entries that are corrupted or otherwise not received correctly or for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers or providers, computer equipment, software, failure of email, or on account of technical problems or traffic congestion on the Internet or at any Web site or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in the sweepstakes. EF Educational Tours assumes no responsibility for any incorrect or inaccurate information, whether caused by web site users or by any of the equipment or programming associated with or utilized in the contest or by any technical or human error which may occur in the processing of submissions in the contest. EF Educational Tours assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, including lost, late or misdirected entries. EF Educational Tours is not responsible for user cheating or fraud by any entrants. Any activities intended to disrupt or interfere with the proper play of the contest, or defraud EF Educational Tours in any way may be prosecuted to the fullest extent of the law. Participants engaging in any of the foregoing activities will be disqualified and any prizes won will be forfeited.

If, for any reason, the contest is not capable of running as planned, including without limitation infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of EF Educational Tours which corrupt or affect the administration, security, fairness, integrity or proper conduct of this contest, EF Educational Tours reserves the right at its sole discretion to cancel, terminate, modify or suspend the contest.

9. WINNERS LIST. The winner will be announced by October 17, 2018.

10. Contest SPONSORS. The Contest is sponsored by:

EF Institute for Cultural Exchange, Inc.  
Two Education Circle  
Cambridge, MA 02141  
USA

Any questions regarding this contest should be directed to EF Educational Tours at [kayla.vasey@ef.com](mailto:kayla.vasey@ef.com).