

STATE OF COLORADO  
OFFICE OF THE ATTORNEY GENERAL

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**ASSURANCE OF DISCONTINUANCE**

IN THE MATTER OF EF INSTITUTE FOR CULTURAL EXCHANGE, INC. d/b/a EF  
EDUCATIONAL TOURS, AND EF EXPLORE AMERICA, INC.

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This Assurance of Discontinuance (“Assurance”) is entered into between the State of Colorado, *ex rel.* Philip J. Weiser, Attorney General for the State of Colorado (“Attorney General” or the “State”), and Respondents EF Institute for Cultural Exchange Inc., which provides marketing services for international educational travel programs operating under the name EF Educational Tours, and EF Explore America, Inc., which markets and operates educational travel programs within the United States operating under the name EF Explore America (collectively, “EF Companies” or “Respondents”). The State and the Respondents are collectively referred to as “the Parties.” This Assurance is entered into pursuant to the Attorney General’s powers under C.R.S. § 6-1-110(2) and constitutes a settlement between the Parties of a disputed matter.

The EF Companies, at the request of the Attorney General, agree to send an email to Colorado consumers who purchased educational travel programs through the EF Companies that could not depart as originally scheduled as a result of the COVID-19 public health emergency and who accepted and currently hold an unredeemed travel voucher. That email will include details regarding the EF Companies’ refund policies.

Per the terms of this Assurance, for Colorado consumers who purchased educational travel programs through the EF Companies that could not depart as originally scheduled as a result of the COVID-19 public health emergency, Respondents will adhere to their established policies previously communicated to Participants of providing either (1) the opportunity for

travelers to join their travel group at a rescheduled tour departure date: or (2) a refund of the amount the consumer paid, less certain amounts as detailed below; or (3) a voucher in the full amount the consumer paid, redeemable through September 30, 2023. Consumers will be able to choose which option they prefer through September 30, 2023.

## **I. PARTIES**

1. Philip J. Weiser is the duly elected Attorney General for the State of Colorado and has express jurisdiction to investigate and prosecute violations of the Colorado Consumer Protection Act (“CCPA”), Colo Rev. Stat. Sections 6-1-101 through 6-1-1214.

2. EF Institute for Cultural Exchange, Inc. (“EF Institute”) is a California corporation with its principal place of business at 2 Education Circle, Cambridge, Massachusetts 02141, and a Colorado place of business at 1755 Blake Street, Denver, Colorado 80202.

3. EF Explore America, Inc. (“EF Explore America”) is a California corporation with its principal place of business at 2 Education Circle, Cambridge, Massachusetts 02141, and a Colorado place of business at 1755 Blake Street, Denver, Colorado 80202.

## **II. DEFINITIONS**

4. The term “Effective Date” means the date of the Parties’ full execution of this Assurance.

5. The term “Covered Conduct” means any and all alleged acts or omissions (including all communications) by the EF Companies to Colorado residents arising out of or relating to the COVID Affected Tours (as defined below).

6. The term “International Program” means an educational tour program marketed by EF Institute with a departure scheduled to occur on and after March 1, 2020 and on or before September 30, 2021 and which was not able to depart as scheduled because of the COVID-19

public health emergency and related government-ordered travel bans, travel restrictions, shelter-in-place orders and similar orders and advisories.

7. The term “Domestic Program” means a tour conducted by EF Explore America with a departure scheduled to occur on and after March 1, 2020 and on or before September 30, 2021 and which was not able to depart as scheduled because of the COVID-19 public health emergency and related government-ordered travel bans, travel restrictions, shelter-in-place orders and similar orders and advisories.

8. The term “COVID Affected Tours” means either an International Program or a Domestic Program as defined above.

9. Unless otherwise specified, all definitions found in C.R.S. § 6-1-102 are incorporated herein by this reference, and any term defined in those sections shall have the same meaning when used in this Assurance.

10. “Participant” means any Colorado resident who contracted for a COVID Affected Tour. This shall also include Colorado residents who contracted for a 2020 Tour who chose to cancel their participation in those programs on or after March 1, 2020, prior to their travel program not being able to depart as scheduled.

### **III. BACKGROUND**

1. The EF Companies contracted with and received payment from a few thousand Colorado residents for COVID Affected Tours.

2. On March 10, 2020, Colorado Governor Jared Polis declared a state of emergency as a result of the presence of the coronavirus disease 2019 (“COVID-19”) in the State of Colorado. Similar states of emergency declarations or limitations on travel arising out of COVID-19 were implemented across the United States and internationally.

3. As a result of the COVID-19 worldwide public health emergency, International Programs and Domestic Programs that were scheduled to depart on or after March 11, 2020 and on or before September 30, 2020 could not depart as originally scheduled. The COVID-19 public health emergency has continued to affect certain International Programs and Domestic Programs into the 2021 travel season (which runs generally from October 1, 2020 through September 30, 2021).

4. In response to the COVID-19 public health emergency, the EF Companies have extended to Participants who had an International Program or Domestic Program that could not depart as originally scheduled due to COVID-19 the choice of one of three options:

- a. The ability to reschedule their COVID Affected Tour with their tour group to the same tour itinerary at a later date through the 2023 travel season without rebooking costs or fees; or
- b. A future travel voucher in the full amount of money paid by each Participant towards their purchased International Program or Domestic Program to be used to rebook a travel program with either EF Company or any other EF affiliated company's tour or language learning offerings, transferred to a family member or within their school community, or exchanged for the available cash refund option through the expiration date of the voucher; or
- c. A cash refund option whereby the Participant would receive a full refund of all amounts paid less a defined non-refundable amount based on the originally scheduled departure date of the International Program or based on the originally scheduled departure date and mode of transportation (i.e., including flights or bus-only) for a Domestic Program.

- i. For International Programs originally scheduled to depart between March 1, 2020 and May 14, 2020, the offered refund is all amounts paid less \$565;
- ii. For International Programs originally scheduled to depart between May 15, 2020 and September 30, 2021, the offered refund is all amounts paid less \$500;
- iii. For Domestic Programs that include flights originally scheduled to depart between March 1, 2020 and May 14, 2020, the offered refund is all amounts paid less \$450;
- iv. For Domestic Programs that include flights originally scheduled to depart between May 15, 2020 and September 30, 2021, the offered refund is all amounts paid less \$350;

5. For Participants on a COVID Affected Tour originally scheduled to depart between March 1, 2020 and September 30, 2020, the offered travel voucher was originally scheduled to expire on September 30, 2022. The EF Companies subsequently extended that expiration date to September 30, 2023. For Participants on a COVID Affected Tour originally scheduled to depart between October 1, 2020 and September 30, 2021, the offered travel voucher's expiration date has always been and remains September 30, 2023.

6. The Attorney General has received at least one complaint from a Participant unaware that they can exchange their vouchers for a partial refund.

#### **IV. LEGAL AUTHORITY**

7. C.R.S. section 6-1-110(2) authorizes the Attorney General to accept a voluntary payment from the EF Companies of the costs of the State's investigation and any action or

proceeding by the Attorney General and any amount necessary to restore to any person any money or property that may have been acquired by the EF Companies by means of any deceptive trade practice. The Attorney General may also recover for payments of restitution and for unjust enrichment under C.R.S. section 6-1-110(1) and penalties under C.R.S. section 6-1-112.

## **V. ASSURANCES AND UNDERTAKINGS**

8. The Attorney General and the EF Companies enter into this Assurance as a compromise and settlement of a disputed matter. This Assurance is entered into without adjudication of any issue of fact or law or finding of liability, and the EF Companies were cooperative and responsive during the State's investigation. The EF Companies deny that any Covered Conduct set forth above violates the CCPA. The EF Companies do not admit to a violation of any Colorado statutes or common law. The EF Companies enter into this Assurance regarding the Covered Conduct in order to resolve the Attorney General's concerns under the Colorado Statutes as to the matters addressed in this Assurance and thereby avoid significant expense, inconvenience, and uncertainty.

9. EF Institute for Cultural Exchange, Inc. agrees to adhere to its established plan and policies that all Participants in an International Program shall be eligible for (i) the flexible group rebooking option detailed above, (ii) or a future travel voucher redeemable through September 30, 2023 in the full amount paid by the Participant; (iii) or the applicable cash refund option set forth above, which Participants in an International Program may elect and EF Institute shall provide instead of the flexible rebooking option and in lieu of the future travel voucher option (or in exchange for a previously selected future travel voucher) until September 30, 2023.

10. EF Explore America, Inc. agrees to adhere to its established plan and policies that all Participants in a Domestic Program that included flights as part of the program (i.e., not a

bus-only program) shall be eligible for (i) the flexible group rebooking option detailed above, (ii) or a future travel voucher redeemable through September 30, 2023 in the full amount paid by the Participant; (iii) or the applicable cash refund option set forth above, which Participants in a Domestic Program that includes flights may elect and EF Explore America shall provide instead of the flexible rebooking option and in lieu of the future travel voucher (or in exchange for a previously selected future travel voucher) until September 30, 2023.

11. The State acknowledges and agrees that payment made by the EF Companies to each Participant shall be deemed fulfillment of any payment obligation to the State. The EF Companies have issued, or shall issue, in accordance with the terms of this Assurance refunds directly to the affected Participants who select them. These payments along with prior payments by the EF Companies will constitute a full refund and restitution to all identified residents in Colorado. The EF Companies confirm that to the best of their knowledge and understanding all Participants who have requested a cash refund have received one, less the amounts listed in Paragraph III.4(c), except for Participants who may have elected the cash refund option within normal refund processing time periods from the Effective Date of this AOD.

12. The EF Companies, pursuant to this agreement with the Attorney General, will send to each Participant who is still holding an unredeemed voucher—that is, Participants who have neither received a refund nor scheduled a replacement tour with the EF Companies—an email in the form attached as **Exhibit A** reminding them that they may elect to receive a refund less the amounts listed in Paragraph III.4(c) anytime up to and including September 30, 2023.

13. Within ninety (90) days after execution of this Assurance, the EF Companies shall provide the Attorney General with evidence that EF sent the emails described in Paragraph 12 in the form of the template emails and a representation that to the best of the EF Companies’

knowledge and understanding all eligible Participants received the letter as set forth in Paragraph 12.

14. The EF Companies will continue to provide a landing page site within their respective websites with prominent identification of their voucher and cash refund policies the same or similar to what currently appears at <https://www.eftours.com/help-center/safety/coronavirus-faq> and <https://www.efexploreamerica.com/help-center/safety/coronavirus-faq>. The information on the respective landing pages will remain up until September 30, 2023.

15. For those Participants who selected or select the offered cash refund option, the Attorney General elects, in lieu seeking payment directly from the EF Companies on behalf of those Colorado consumers in the first instance, to direct Respondents to continue with their current refund policies and to refund to Colorado consumers, on behalf of the Attorney General, any such refunds owed to those Participants. On or before November 30, 2023, the EF Companies shall notify the Attorney General's office in writing of any Participants who selected the offered cash refund option, were issued a check with the requested refund amount, and for whom the check was returned or not cashed as of September 30, 2023. Such identification shall include the last known address, telephone number and email address for each such Participant. To the extent that the EF Companies are unable to locate any Colorado consumer who has elected the cash refund option prior to September 30, 2023 or to otherwise pay a refund to a Colorado consumer who has elected the cash refund option prior to September 30, 2023, such unpaid refund amounts shall be paid in an aggregated amount to the Attorney General within thirty (30) days of notifying the Attorney General in writing of the identified Participants with uncashed or undeposited refunds in accordance with paragraph V.16 below.



16. The EF Companies shall cancel each such check or stop payment and cease all attempts at ACH transfers, and pay to the Attorney General the total amount of any and all refund amounts that remain outstanding, whether because they were returned as undeliverable, unclaimed, uncashed, undeposited, or otherwise. Such payments shall be deemed paid upon the Attorney General's receipt of the payment. As of September 30, 2023, the vouchers are no longer redeemable for cash. As of that date, they revert to the EF Companies.

17. For any such payments to the Colorado Attorney General under the preceding paragraph, they shall be in the form of a certified check, cashier's check, or money order made payable to the "Colorado Department of Law," shall reference "EF Tours" and shall be delivered to:

Mica Moore, Program Assistant  
Consumer Protection Section  
Colorado Department of Law  
1300 Broadway, 7th Floor  
Denver, Colorado 80203

Such payments shall be held, along with any interest thereon, in trust by the Attorney General to be used in the Attorney General's sole discretion for reimbursement of attorneys' fees and costs, the payment of consumer restitution, if any, and for consumer or creditor educational purposes, for future consumer credit or consumer protection enforcement, or public welfare purposes.

## **VI. RELEASE**

18. The State acknowledges by its execution hereof that this Assurance constitutes a complete settlement and release of all claims under the CCPA and other State statutes and common law on behalf of the State against EF Institute for Cultural Exchange, Inc. and EF Explore America, Inc., along with its and their parent companies, subsidiaries, affiliates, officers, directors, shareholders, employees, agents, successors, assigns, or merged or acquired entities

(the “EF Released Parties”) with respect to all claims, causes of action, damages, fines, costs, and penalties which were asserted or could have been asserted under the CCPA or other applicable statutes and common law for the conduct described in this Assurance, that arose prior to the Effective Date and relating to or based upon the acts or practices which are the subject of this Assurance. The State agrees that, except as provided in this Assurance, it shall not proceed with or institute any civil action or proceeding under the CCPA or any applicable State statute or common law against the EF Released Parties for any conduct or practice prior to the Effective Date which relates to the Covered Conduct and subject matter of this Assurance.

19. The State agrees that the information provided to the State by the EF Companies contains confidential and proprietary information, including proprietary trade secret information, and that the State will not voluntarily make public or produce such information pursuant to § 24-72-204(2)(a)(IX)(A), C.R.S., of the Colorado Open Records Act (“CORA”) and § 6-1-111, C.R.S., of the Colorado Consumer Protection Act (“CCPA”). If served with a subpoena for release of all or any of the information so provided, and if the State determines to release any of such information, the State will, prior to the release, give the EF Companies and its counsel reasonable prior written notice of the intended release sufficient to permit the EF Companies to seek a court order enjoining, intervening, or restricting the release.

## **VII. NON-ADMISSION**

20. By entering into this AOD, EF Institute for Cultural Exchange, Inc. and EF Explore America, Inc. expressly deny any liability for or noncompliance with any state or federal law, rule, regulation or the common law, including but not limited to the CCPA, with respect to the Covered Conduct.

21. Nothing in this AOD is to be construed as or deemed an admission by EF Institute for Cultural Exchange, Inc. or EF Explore America, Inc. of any liability, culpability, negligence,

wrongdoing, or noncompliance with any state or federal law, rule, regulation, or the common law, including but not limited to the CCPA. Neither this AOD nor any of its terms shall be construed as, offered, or deemed admissible in any arbitration or legal proceeding for any purpose, except in an action or proceeding by the Attorney General for any violation of the terms of this AOD.

#### **VIII. REPRESENTATIONS OF RESPONDENT**

22. The EF Companies, their directors, officers, principals, employees, agents, contractors, assigns, servants, and all other persons in active concert or participation with EF, whether directly or indirectly, agree as follows:

23. The EF Companies reaffirm and attest to the truthfulness, accuracy, and completeness in all material respects of all of the information the EF Companies provided to the Attorney General in connection with entry of this Assurance to the best of its knowledge, including but not limited to, cancelation fees assessed, refund policies, voucher policies, and amounts to be refunded.

24. The EF Companies represent that they have diligently undertaken efforts to discover and disclose material information related to the Attorney General's investigation. If the Attorney General finds that the EF Companies intentionally or recklessly failed to disclose material information or made a material misrepresentation of fact relevant to the resolution of the Attorney General's investigation, such finding, or occurrence shall constitute a violation of this Assurance.

#### **IX. ENFORCEMENT**

25. The obligations set forth in this Assurance are continuing.

26. The EF Companies hereby waive all rights to appeal or otherwise challenge or contest the validity of this AOD. Upon notice to the EF Companies and a reasonable opportunity

to cure any material violation of any of the terms of this Assurance by the EF Companies, the Attorney General shall be entitled to file a civil action in any court of competent jurisdiction and to seek an injunction or other appropriate order from such court to enforce the provisions of this Assurance and for other appropriate remedies.

27. The Attorney General shall be entitled to apply for and seek from a court of competent jurisdiction an order converting this Assurance into a permanent injunction against the EF Companies, upon a showing by the Attorney General of a material violation by the EF Companies of this Assurance. In such event, the EF Companies agree to waive any and all defenses and counterclaims it may have had to such an action, except as to claims or defenses related to the alleged violation of this Assurance or as to the need for injunctive relief.

28. This Assurance shall not be construed to create, waive, or otherwise affect any rights of any private party to pursue remedies pursuant to C.R.S. § 6-1-113, or any other statute or claim in common law. Nor shall this Assurance create, waive, or otherwise affect any remedies or defenses of the Parties in respect to any third parties.

29. The State reserves its rights to institute any civil action or proceeding under the CCPA or any applicable State statute or common law against the EF Companies in the event that the EF Companies violate the CCPA or any applicable State statute or common law regarding the refund of uncashed payments or the treatment of uncashed vouchers addressed herein.

30. Nothing in this Assurance shall be construed to release claims held by any other governmental authority.

31. Pursuant to C.R.S. § 6-1-110(2), this Assurance shall be a matter of public record.

32. This Assurance may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute the Assurance.

33. The person who signs this Assurance in a representative capacity for the EF Companies warrants that he or she is duly authorized to do so. The EF Companies acknowledge that they had a full opportunity to review this Assurance and consult with legal counsel regarding same. The EF Companies agree and represent that they have read and understand this Assurance and accept the legal consequences involved in signing it.

#### **X. MISCELLANEOUS PROVISIONS**

34. This Assurance is the final, complete, and exclusive statement of the Parties' agreement on the matters contained herein, and it supersedes, terminates, and replaces any and all previous negotiations, agreements, and instruments as may exist between the Parties. Other than any representation expressly stated in this Assurance, the Parties have not made any representations or warranties to each other, and no Party's decision to enter into this Assurance is based upon any statements by any other Party outside of those in this Assurance. No change or modification of this Assurance shall be valid unless in writing and signed by all Parties. If any provision(s) of this Assurance is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

35. With the exception of the email described in Paragraph 12, under no other circumstances shall this Assurance or the name of the Attorney General or any of the State's employees or representatives be used by the EF Companies, or any person under their direction or control in any way that suggests the State's endorsement of the EF Companies' past, present, or future conduct.

36. Nothing herein relieves the EF Companies of their duty to comply with all applicable laws, regulations, or rules of the State nor constitutes authorization by the State for the EF Companies to engage in acts and practices prohibited by such laws.

37. The EF Companies acknowledge that it is the Attorney General's customary position that an agreement restraining certain conduct by a party does not prevent the State from addressing later conduct that could have been prohibited, but was not, in the earlier agreement, unless the earlier agreement expressly limited the State's enforcement options in that manner. Therefore, nothing herein shall be interpreted to prevent the State from taking enforcement action to address conduct occurring after the Effective Date that the State believes to be in violation of the law. The fact that such conduct was not expressly prohibited by the terms of this Assurance shall not be a defense to any such enforcement action.

38. The terms and provisions of this Assurance may be enforced by the current Colorado Attorney General, and by any of his duly authorized agents or representatives, as well as by any of his successors in interest, and by any of his successors in interest's agents or representatives. Nothing herein precludes the Attorney General from enforcing the provisions of this Assurance pursuant to its terms, or from pursuing any law enforcement action under the CCPA or any other applicable law with respect to any unrelated acts or practices of the EF Companies not covered by the Attorney General's investigation and this Assurance or any acts or practices of the EF Companies conducted after the Effective Date of this Assurance.

## **XI. NOTICE**

39. All notices regarding this Assurance shall be sent by certified mail, or reputable overnight delivery service (e.g., FedEx, UPS) and email at the addresses set forth below unless

any Party notifies the other Parties in writing of another address to which notices should be provided:

To Respondent EF Institute for Cultural Exchange, Inc.

Address:       Attn: Legal Department  
                  2 Education Circle  
                  Cambridge, MA 02141

To Respondent EF Explore America, Inc.

Address:       Attn: Legal Department  
                  2 Education Circle  
                  Cambridge, MA 02141

To Respondent's Counsel, William Dunn

Address:       2 Education Circle  
                  Cambridge, MA 02141

Email: William.Dunn@ef.com

To the Attorney General:

Janna K. Fischer  
Assistant Attorney General  
janna.fischer@coag.gov  
Abigail Hinchcliff  
First Assistant Attorney General  
1300 Broadway, 7<sup>th</sup> Floor  
Denver, CO 80203  
Fax: 720-508-6380

[Signature[s] appear on the following pages.]

Respondent EF Institute for Cultural Exchange, Inc.

Jeff Cassidy  
By: Jeff Cassidy

Date: 5/27/21

Respondent EF Explore America, Inc.

Jeff Cassidy  
By: Jeff Cassidy

Date: 5/27/21

PHILIP J. WEISER  
Attorney General

Janna K. Fischer

Date: 5/27/21

By: (Janna K. Fischer)



# EXHIBIT A

## Exhibit A-1 EF Educational Tours

Dear Traveler,

As the world opens back up to travel, we wanted to take a moment to remind you of all of the exciting options available to you through your COVID-19 Future Travel Voucher with EF Educational Tours. At the request of the Colorado Attorney General, we also want to remind you that we have also extended the redemption deadline to provide you with more flexibility, you now have until **September 30, 2023**, to explore your options, including your cash refund option (see the attached summary of our policies), and decide which one works best for you and your family.

Your voucher options:

- Redeem towards any EF affiliated tour or language learning program. Your COVID-19 Future Travel Voucher provides you the opportunity to apply your voucher towards an EF tour designed for middle or high school-age students (EF Explore America or EF Educational Tours); EF operated short-term study abroad programs designed for college-age students (EF College Study); EF tours designed for young adult travelers (EF Ultimate Break); EF operated gap year programs for students who want a hands-on learning experience (EF Gap Year); EF tours designed for families and adults travelers (EF Go Ahead Tours); and any of EF's language learning centers around the world (EF International Language School). More information on all of these options is available at: <https://www.eftours.com/travel-vouchers>.
- Transfer your COVID-19 Future Travel Voucher to another interested student or within your own family to recoup your investment.
- Exchange your COVID-19 Future Travel Voucher at any time prior to September 30, 2023, for a cash refund option of all amounts you paid towards your tour (including typical non-refundable costs and fees) less a non-refundable amount based on your original departure date. The full details of your voucher terms, including what non-refundable amount applies to your account, can be viewed in your Traveler Secure Site.

We are excited to show you the world through a tour program that works for you, at a time when you are comfortable traveling again. We look forward to traveling with you in the future. If you have any questions about these options, you can always contact Traveler Support at 800-665-5364.

Sincerely,  
EF Educational Tours

**EF Educational Tours (international educational tour programs), marketed by EF institute for Cultural Exchange, Inc. and operated by EF Education First International, Ltd.**

Traveler Customer Service: 800-665-5364

COVID-19 Policy Information: <https://www.eftours.com/help-center/safety/coronavirus-faq>

Future Travel Voucher Website: <https://www.eftours.com/travel-vouchers>

ORIGINAL TOUR'S DEPARTURE DATE	CUSTOMER OPTIONS FOR TOURS AFFECTED BY THE COVID-19 EVENTS
<b>March 1, 2020 – May 14, 2020</b>	Group may re-book tour to a new date for a comparable tour through the 2023 season without any re-booking fees; or
	Receive COVID-19 Future Travel Voucher* for 100% of all monies paid to EF good towards future travel on any EF affiliated tour program or language learning program (full options available at: <a href="https://www.eftours.com/travel-vouchers">https://www.eftours.com/travel-vouchers</a> ); or
	Transfer Future Travel Voucher within family or school/district community to recover full investment; or
	Exchange Future Travel Voucher for a cash refund of all monies paid to EF, less \$565, <i>at any time</i> through September 30, 2023.
<b>May 15, 2020 – September 30, 2021</b>	All options above; or
	Exchange Future Travel Voucher for a cash refund of all monies paid to EF, less \$500, <i>at any time</i> through September 30, 2023.

*\*Future Travel Vouchers can be used for future travel, transferred, or exchanged for the cash refund option set forth above at any time through September 30, 2023 (i.e., travelers can choose the voucher and later exchange it for the cash refund option until the voucher expiration date).*

*\*\*For tours with scheduled departures from October 1, 2020 – September 30, 2021, your Group Leader or an individual traveler can select from these options for any reason up to 45 days prior to departure. If at 44 days or less prior to departure, travel restrictions, governmental orders, or other conditions related to the COVID-19 pandemic make it impossible for the tour to depart as scheduled, your Group Leader and travelers will have the same rebooking and Future Travel Voucher options, except the voucher can be exchanged for a cash refund of all monies paid to EF less \$350 at any time through September 30, 2023.*

## Exhibit A-2 EF Explore America

Dear Traveler,

As the world opens back up to travel, we wanted to take a moment to remind you of all of the exciting options available to you through your COVID-19 Future Travel Voucher with EF Explore America. At the request of the Colorado Attorney General, we also want to remind you that we have also extended the redemption deadline to provide you with more flexibility, you now have until **September 30, 2023**, to explore your options, including your cash refund option (see the attached summary of our policies), and decide which one works best for you and your family.

Your voucher options:

- Redeem towards any EF affiliated tour or language learning program. Your COVID-19 Future Travel Voucher provides you the opportunity to apply your voucher towards an EF tour designed for middle or high school-age students (EF Explore America or EF Educational Tours); EF operated short-term study abroad programs designed for college-age students (EF College Study); EF tours designed for young adult travelers (EF Ultimate Break); EF operated gap year programs for students who want a hands-on learning experience (EF Gap Year); EF tours designed for families and adults travelers (EF Go Ahead Tours); and any of EF's language learning centers around the world (EF International Language School). More information on all of these options is available at: <https://www.efexploreamerica.com/travel-vouchers>.
- Transfer your COVID-19 Future Travel Voucher to another interested student or within your own family to recoup your investment.
- Exchange your COVID-19 Future Travel Voucher at any time prior to September 30, 2023, for a cash refund option of all amounts you paid towards your tour (including typical non-refundable costs and fees) less a non-refundable amount based on your original departure date. The full details of your voucher terms, including what non-refundable amount applies to your account, can be viewed in your Traveler Secure Site.

We are excited to show you the world through a tour program that works for you, at a time when you are comfortable traveling again. We look forward to traveling with you in the future. If you have any questions about these options, you can always contact Traveler Support at 888-333-9756.

Sincerely,  
EF Explore America

**EF Explore America (domestic U.S. educational tour programs), marketed and operated by EF Explore America, Inc.**

Traveler Customer Service: 888-333-9756

COVID-19 Policy Info: <https://www.efexploreamerica.com/help-center/safety/coronavirus-faq>

Future Travel Voucher Website: <https://www.efexploreamerica.com/travel-vouchers>

For Tours that include Flights

ORIGINAL TOUR'S DEPARTURE DATE	CUSTOMER OPTIONS FOR TOURS AFFECTED BY THE COVID-19 EVENTS
<b>March 1, 2020 – May 14, 2020</b>	Group may re-book tour to a new date for a comparable tour through the 2023 season without any re-booking fees; or
	Receive COVID-19 Future Travel Voucher* for 100% of all monies paid to EF good towards future travel on any EF affiliated tour program or language learning program (full options available at: <a href="https://www.eftours.com/travel-vouchers">https://www.eftours.com/travel-vouchers</a> ); or
	Transfer Future Travel Voucher within family or school/district community to recover full investment; or
	Exchange Future Travel Voucher for a cash refund of all monies paid to EF, less \$450, <i>at any time</i> through September 30, 2023.
<b>May 15, 2020 – September 30, 2021</b>	All options above; or
	Exchange Future Travel Voucher for a cash refund of all monies paid to EF, less \$350, <i>at any time</i> through September 30, 2023.

*\*Future Travel Vouchers can be used for future travel, transferred, or exchanged for the cash refund option set forth above at any time through September 30, 2023 (i.e., travelers can choose the voucher and later exchange it for the cash refund option until the voucher expiration date).*

*\*\*For tours with scheduled departures from October 1, 2020 – September 30, 2021, your Group Leader or an individual traveler can select from these options for any reason up to 45 days prior to departure. If at 44 days or less prior to departure, travel restrictions, governmental orders, or other conditions related to the COVID-19 pandemic make it impossible for the tour to depart as scheduled, your Group Leader and travelers will have the same rebooking and Future Travel Voucher options, except the voucher can be exchanged for a cash refund of all monies paid to EF less \$350 (for tours including flights) or \$150 (for bus only tours) at any time through September 30, 2023.*