

### 2023 Agreement, Responsibility Statement, and Terms & Conditions

#### **AGREEMENT**

# Knowing and Voluntary Execution of Responsibility Statement and Terms and Conditions:

I (the parent/guardian) believe that my child/ward (the "Student") is enthusiastic, prepared, and capable of handling both the emotional and physical aspects of the Trip (as defined herein). Furthermore, the Student and I (collectively referred to herein as "You") agree that should the Student's conduct, at the sole discretion of the National Geographic Society, its subsidiaries, assigns, and their respective employees, affiliates, officers, directors, successors, representatives agents and assigns (collectively "National Geographic") and/or Putney Student Travel, Inc., its parent, subsidiaries, and assigns, and their respective employees, affiliates, officers, directors, successors, representatives, agents, and assigns (collectively, "PST," and together with National Geographic, the "Trip Provider"), be deemed to be in violation of the rules of the National Geographic Student Travel program ("NGST") or otherwise detrimental to the maintenance of standards or to the successful operation of the Trip, PST and/or National Geographic may dismiss the Student from the Trip. You agree that PST and National Geographic's responsibility for the Student ends with his/her dismissal from the Trip, and You agree that dismissal may occur at a location far from the Student's home. You agree that, should the Student be dismissed from the Trip, You will make arrangements for, bear the cost of, and provide supervision for the dismissed Student, even in situations that require extended international travel, and that no refund will be given for the dismissed Student. There will also be no refund for the Student if they withdraw voluntarily, or as the result of illness or accident, during a Trip.

Enclosed with this form is a copy of our **Responsibility Statement and Terms and Conditions (including Assumption of Risk and Arbitration Agreement)**. As a condition to acceptance of this application and participation on the Trip, You acknowledge and agree to the following statement:

You have read and agree to the Responsibility Statement and the Terms and Conditions (as included below) and understand that they include a release of liability that will be binding upon You and Your family, heirs, and legal representatives. You further agree to release and hold National Geographic and PST harmless from any and all liability, loss, or damage that may arise out of the Student's participation in this Trip. If any provision of this agreement is held to be unenforceable, the remainder of the agreement is enforceable.

#### RESPONSIBILITY STATEMENT

National Geographic will provide educational enrichment for the NGST trips as outlined in its catalog and on its website (www.natgeostudenttravel.org) (each a "Trip") and has licensed PST, a Vermont corporation based in Putney, Vermont, to organize and administer the Trip. PST, in turn, acts only as an agent for any transportation carriers, hotels, ground operators, and other suppliers of some of the services connected with the Trip ("Other Providers"), and those Other Providers are solely responsible and liable for providing their respective services. Neither National Geographic nor PST owns, operates, supervises, and/or manages those Other Providers which are to or do provide goods or services for the Trip, including, for example, lodging facilities of any kind, airline, vessel, or other transportation companies, local guides, guide services, or local ground operators (even if they use the PST or National Geographic name), providers or organizers of optional excursions, food service or entertainment providers, etc. The passenger tickets in use by the carriers will constitute the sole contract between the carriers and the passenger. All such Other Providers are independent contractors. As a result, neither National Geographic nor PST is liable for any negligent or willful act or failure to act of any Other Provider, or of any other third party.

National Geographic and PST will not be held liable for (A) any injury, loss, death, inconvenience, delay, or any damage to personal property, whether resulting from, but not limited to, acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, acts of government, incidents, attacks, or bites from domestic or wild animals or insects, strikes or other labor activities, athletic or sporting events or endeavors including the normal risk associated with same, widespread disease outbreak (e.g. COVID-19, SARS, etc.), epidemics or the threat thereof, adequacy or availability of health services

and/or evacuation services if necessary, criminal, terrorist or threatened terrorist activities of any kind, overbooking or downgrading of accommodations, mechanical or other failure of airplanes or other means of transportation, or for any failure of any transportation mechanism to arrive or depart in a timely manner, or loss, damage or delay in delivery of luggage and/or personal effects; or (B) any damage to, or loss of, property or injury to, or death of, persons occasioned directly or indirectly by an act or omission of any Other Provider, including but not limited to any defect in any aircraft, watercraft, or vehicle operated or provided by such Other Provider. I (the "parent/guardian") and the Trip participant (the "Student") (Student and I are collectively referred to herein as "You" or "Your") waive any claim against National Geographic and/or PST for any such loss, damage, injury, or death.

National Geographic and PST reserve the right in their sole discretion to accept, decline to accept, or remove the Student from the Trip. National Geographic and PST reserve the right, without penalty, to make changes in the published itinerary whenever, in their judgment, conditions warrant or if they deem it necessary or desirable for the comfort, convenience, or safety of the Students.

Neither National Geographic nor PST shall be liable for any air carrier's cancellation penalty incurred by the purchase of a nonrefundable ticket to or from the Student's Trip departure city. Baggage and personal effects are at all times the sole responsibility of the Student.

#### **TERMS AND CONDITIONS**

PLEASE NOTE THAT THE "ARBITRATION AGREEMENT" SECTION BELOW CONTAINS PROVISIONS THAT REQUIRE (i) WITH LIMITED EXCEPTIONS, ALL DISPUTES ARISING BETWEEN YOU AND NATIONAL GEOGRAPHIC AND/OR PST UNDER THIS AGREEMENT TO BE RESOLVED IN BINDING ARBITRATION, AND NOT IN COURT, AND (ii) YOU AND NATIONAL GEOGRAPHIC AND PST WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION IN CONNECTION WITH SUCH DISPUTES. PLEASE BE SURE TO READ AND REVIEW CAREFULLY THE ENTIRE SECTION LABELED "ARBITRATION AGREEMENT" BELOW. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE ARBITRATION AGREEMENT.

**PLEASE NOTE:** If a court of competent jurisdiction or an arbitrator holds that any provision is invalid or unenforceable, such invalidity will not affect the validity or operation of any other provision and such invalid provision will be deemed to be severed from these Terms and Conditions.

BASIS OF RATES: All amounts are quoted in U.S. dollars. The tuitions are based on current tariffs, currency values, airfares and third-party charges as of catalog publication date and are subject to change due to unforeseen circumstances. While National Geographic and PST do everything possible to maintain the listed tuitions, if it is necessary to levy a surcharge, National Geographic and PST reserve the right to do so.

**ELIGIBILITY:** Students completing 9th through 12th grades or the equivalent are eligible to participate in a high school Trip.

**TUITION INCLUDES:** All meals, lodging, activities, excursions, ground transportation, taxes, gratuities, and pre-Trip materials are included. For students participating in Photography and Film & Video On Assignment projects, there is a supplement to cover the cost of equipment and other materials required for these assignments. See www.natgeostudenttravel.org for these supplemental fees.

**TUITION DOES NOT INCLUDE:** The \$200 Application Fee, airfare and related fees, costs of obtaining passports or visas, baggage charges, medical expenses and immunizations, trip cancellation insurance or any other travel insurance, personal expenses such as laundry and telephone calls, and any other items not specifically noted as included.

#### **TERMS OF PAYMENT:**

Application Fee and Deposit: A \$700 payment which represents a \$200 application fee ("Application Fee") and a \$500 tuition deposit ("Tuition Deposit") (collectively, "Total Deposit") is required with all applications. The Tuition Deposit is credited to the tuition for accepted students. Payment may be made by check or credit card.

**Final Payment:** Final payment of the full tuition and group flight airline tickets (if applicable), is due on March 15, 2023. For applications submitted after March 15, 2023, final payment is due within five (5) business days after the Total Deposit is made. Final payment may be made by check, wire transfer, or credit card. Checks must be in U.S. dollars and must be drawn on a U.S. bank. Please make checks payable to "Putney Student Travel" and write the Student's name clearly on the check. For payment by wire transfer, please consult the NGST office for wiring information. For final payment made by credit card, a 2.75% fee is added to Your payment.

If an application is not accepted or if space is not available on the Trip listed as first choice, the Total Deposit will be refunded, or if payment of the full tuition, and (if applicable) payment of group flight airline tickets, has been made, the amount of the full payment will be refunded.

Wait List: Wait-listed applications must include the Total Deposit, which will be fully refunded if space does not become available or if the application is withdrawn prior to acceptance. A wait-listed application must be completed to be considered for acceptance.

Withdrawal: If the Student withdraws from a Trip for any reason, either before or after his or her application is accepted, the following terms will govern any refunds. For a withdrawal on or before March 15, 2023, all payments and (if applicable) group flight airline tickets payments, will be refunded, less the Application Fee. For a withdrawal after March 15, 2023, no refunds of the Total Deposit, full tuition, or (if applicable) group flight airline tickets will be made.

Cancellation: National Geographic and PST reserve the right to cancel applications that are not completed in a timely manner; however, National Geographic and PST will communicate with applicants to facilitate the admissions process prior to canceling applications.

National Geographic and PST further reserve the right to revoke an acceptance when payment is past due. No refund of the payments made to date is provided in this circumstance.

If National Geographic or PST cancel an application on or before March 15, 2023, all payments will be refunded, less the Application Fee. If National Geographic or PST cancel an application or revoke an acceptance after March 15, 2023, the \$700 payment and (if applicable) any non-refundable airline tickets, will be forfeited.

If National Geographic or PST cancel an application or revoke an acceptance, written notification will be sent to the address provided on the application form.

Leaving a Trip in progress, for any reason, will not result in a refund, and no refunds will be made for any unused portion of a Trip. National Geographic and PST reserve the right to cancel any Trip because of inadequate enrollment that makes the Trip economically infeasible to operate or because of good faith concerns with respect to the safety, health, or welfare of the students. If National Geographic or PST cancels a Trip prior to departure, PST will provide a full refund of the amount paid, except in the event the cancellation is due to a significant event that makes it infeasible to operate the Trip as planned, in which case PST will provide a refund and/or credit toward a future Trip equivalent to the amount paid.

If National Geographic and PST cancel the Trip in progress, PST will provide a prorated refund based on the number of days not completed on the Trip. If You elect to leave a Trip in progress of Your own volition, You will not receive any type of refund. National Geographic and PST will not be responsible for any refund for any expenses related to nonrefundable airline tickets. If National Geographic and PST cancels the Trip in progress and You elect that the Student not immediately

return to his/her original point of departure for the Trip, or if You elect to have the Student leave a Trip in progress of Your own volition, You acknowledge and agree that (i) You shall be solely responsible for the Student's travel plans once they depart the Trip, (ii) neither National Geographic nor PST shall have any responsibility for or control over the Student's safety or activities once they depart the Trip, and (iii) You release and hold harmless National Geographic and PST from any and all costs, liability, loss, damage, injury, or death that may arise out of the Student's decision to not return to his/her original point of departure from the canceled Trip in progress. Except as outlined above when National Geographic and PST cancel a Trip, National Geographic and PST have no responsibility for any expenses, including any non-refundable expenses, incurred by You in preparing for a canceled Trip or for any additional arrangements should the Student embark prior to the scheduled group departure date.

**Optional Excursions:** If You or the Student elect to participate in any additional activity or excursion that is not arranged or led by National Geographic and/or PST, neither National Geographic nor PST shall have any responsibility for or control over the Student's safety or well-being, and You release and hold harmless National Geographic and PST from any and all costs, liability, loss, damage, injury, or death arising from the Student's participation in such activity or excursion.

**TRIP CANCELLATION INSURANCE:** Trip cancellation insurance is available at an additional cost from PST. PST will send students information about a trip cancellation insurance option with pre-Trip materials.

ITINERARY CHANGES: National Geographic and PST have carefully planned each of the Trips on this website; however, there may be instances where the Trip descriptions and staff presented on this website may change. Every reasonable effort will be made to operate Trips as planned, but alterations may still occur after the final itinerary is sent. To get the most out of their experience, Students need to be flexible in responding to unforeseen situations and in taking advantage of unexpected opportunities.

PASSPORTS AND VISAS: Valid passports are required for travel to the international destinations; check with PST for the latest requirements and assistance. For destinations that require a visa for U.S. citizens, PST will provide detailed information on how to obtain a visa. Non-U.S. citizens must check on their own visa requirements or contact PST for help determining those requirements.

ACCOMODATIONS: National Geographic and PST reasonably accommodates Students with disabilities on all of its trips, but not all trips may be suitable for all Students. Any physical condition, diet, or treatment requiring special attention must be reported to PST in writing before May 18, 2023. If the Student requires a slower pace or extra assistance, arrangements may be made at the discretion of our Trip staff. Depending upon the nature of the arrangements, extra costs for such arrangements may be Your responsibility. Please call PST for further details if the Student requires special accommodation to participate on this Trip. National Geographic and PST encourage You to consult a doctor for specific medical advice about any activities or destinations.

MEDICAL AUTHORIZATION AND COVERAGE: You must complete and sign the Permission for Emergency Treatment form as a prerequisite for the Student's participation on the Trip. You certify that the Student has medical insurance which will cover personal accidents, medical expenses, medical evacuation, air ambulance, loss of effects, repatriation costs, and all other expenses which might arise as a result of loss, damage, injury, delay, or inconvenience occurring to the Student, or that in the absence of this medical insurance coverage, You agree to pay all costs of rescue and/or medical services as may be incurred on the Student's behalf.

**PHOTOGRAPHY AND VIDEO:** You grant to NGS and PST the right to take photographs or videos during the operation of any Trip, or part thereof, and to use the resulting photography, videos, or recordings for promotional or commercial use in perpetuity. You agree to allow the Student's likeness to be used by National Geographic, National Geographic-authorized third parties, and PST without compensation to You. If the Student prefers that his/her likeness not be used, You must notify PST in writing prior to departure of the Trip.

Copyright in all photographs, video, and related material created by the Student during the operation of any Trip, or part thereof, ("Student Travel Materials") shall belong to the Student upon creation. You grant to PST, National Geographic, and National Geographic-authorized third parties a non-exclusive, worldwide, irrevocable license to use the Student Travel Materials, provided to Trip Provider in any media for the following limited purposes: editorial use, promotion of this editorial use, promotion of National Geographic Student Travel, promotion of the work of PST, or promotion of the mission of National Geographic.

ASSUMPTION OF RISK: By registering the Student for a Trip, You acknowledge that You are aware that travel such as the Trip the Student is undertaking involves potentially dangerous activities, some in remote areas of the world, with a risk of illness, injury, or death which may be caused by forces of nature, illness, or by willful or criminal conduct of third parties or by terrorism. You further acknowledge that weather conditions may be severe, adverse and/or unpleasant, and that medical services or facilities may not be readily available or accessible or consistent with standards in the United States during some or all of the time during which the Student is participating on the Trip and that when available may not be of the quality which exists in the United States. You accept the entire risk attendant thereto and voluntarily accept the same as risks of the Student's participation in the Trip. In addition, You agree to be bound by the Terms and Conditions hereto including policies on refunds.

ARBITRATION AGREEMENT: (1) Trip Provider and You agree that any and all disputes and claims that each of You and Trip Provider may have against the other that arise out of or relate to this Agreement and the Trip, including the breach, termination, enforcement, interpretation or validity of this Agreement, including the agreement to arbitrate (the "Arbitration Agreement") and the scope or applicability of this Arbitration Agreement (collectively, "Disputes"), including but not limited to the arbitrability of any and all Disputes, and even if the events giving rise to Disputes occurred before this Arbitration Agreement became effective, will be resolved in a binding, confidential, individual and fair arbitration process, and not in court. Each of You and Trip Provider agrees to give up the right to sue in court. Each of You and Trip Provider also agrees to give up the right to have Disputes heard by a jury and the ability to seek to represent, in a class action or otherwise (see paragraph 9 of this Arbitration Agreement below). The only exceptions to this Arbitration Agreement are that (i) each of You and Trip Provider may bring suit in court against the other to enjoin infringement or other misuse of intellectual property rights.

This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1- 16, governs the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive termination of this Agreement.

Any arbitration between You and Trip Provider will be conducted by the American Arbitration Association (the "AAA") and will be governed by the AAA's Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. The AAA Rules are available online at www.adr.org, or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single arbitrator. If You and Trip Provider cannot agree on who that single arbitrator should be, then the AAA shall appoint an arbitrator with significant experience resolving the type of Dispute at issue. The arbitrator is bound by the terms of this Agreement.

If either You or Trip Provider wants to arbitrate a Dispute, You or Trip Provider must first send by mail to the other a written Notice of Dispute ("Notice") that sets forth the name, address, and contact information of the party giving notice, the specific facts giving rise to the Dispute, the Trip to which the Notice relates, and the relief requested. Your Notice to Trip Provider must be sent by mail to Arbitration Notice of Dispute, National Geographic Society, c/o Legal and Business Affairs, 1145 17th Street NW, Washington, DC 20036. Trip Provider will send any Notice to You at the contact information Trip Provider has for You or that You provide. It is the sender's responsibility to ensure that the recipient receives the Notice. During the first 45 days after You or Trip Provider sends a Notice to the other, You and Trip Provider may try to reach a settlement of the Dispute. If You and Trip Provider do not resolve the Dispute within those first 45 days, either You or Trip Provider may initiate arbitration in accordance with the rules and procedures provided for by the AAA. A form for initiating formal arbitration may be found on the AAA's website at www.adr.org ("Arbitration Form"). In addition to filing this Arbitration

Form with AAA in accordance with its rules and procedures, You must send a copy of this completed Arbitration Form to Trip Provider at the address listed above to which You sent Your Notice of Dispute.

If You are seeking to recover \$10,000 or less, AAA rules provide that the Dispute should be resolved without a hearing, by submission of documents only. Either You or Trip Provider may request a hearing, however, and be responsible for the fees associated with it. If the arbitrator recommends a hearing, even if neither You nor Trip Provider request one, Trip Provider will pay the arbitrator's fees associated with the hearing. If the claim is for more than \$10,000, the manner and place of the hearing will be determined in accordance with the AAA Rules.

Regardless of how the arbitration proceeds, the arbitrator shall issue a reasoned written decision sufficient to explain his or her findings and conclusions.

Each of You and Trip Provider may incur attorneys' fees during the arbitration. In addition to whatever rights You may have to recover Your attorneys' fees under Applicable Law, if You prevail in the arbitration, and if Trip Provider failed to make a settlement offer to You before the arbitration or the amount You win is at least 25% greater than Trip Provider's highest settlement offer to resolve the Dispute, then Trip Provider will pay Your reasonable attorneys' fees in addition to the amount the arbitrator awarded. If the Trip Provider wins the arbitration, You will be responsible for Your own attorneys' fees. In addition, if the arbitrator, at the request of the winning party, finds that the losing party brought a Dispute or asserted a defense frivolously or for an improper purpose, then regardless of the amount in dispute, the arbitrator must order the losing party to pay both sides' arbitration fees and may order the losing party to pay the winning party's reasonable attorneys' fees, unless such an award of fees is prohibited by Applicable Law.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator may not order Trip Provider to pay any monies to or take any actions with respect to persons other than You, unless Trip Provider explicitly consents in advance, after an arbitrator is selected, to permit the arbitrator to enter such an order. YOU AND PROVIDER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR MULTI-CLAIMANT PROCEEDING. Further, unless Trip Provider agrees, the arbitrator may not consolidate other persons' claims with Yours, and may not otherwise preside over any form of a representative, multi claimant or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Arbitration Agreement shall be null and void, but the rest of this Agreement, including the provisions governing where actions against Trip Provider must be pursued, will remain in effect.

You and Trip Provider agree to maintain the confidential nature of the arbitration proceeding and shall not disclose the fact of the arbitration, any documents exchanged as part of any mediation, proceedings of the arbitration, the arbitrator's decision and the existence or amount of any award, except as may be necessary to prepare for or conduct the arbitration (in which case anyone becoming privy to confidential information must undertake to preserve its confidentiality), or except as may be necessary in connection with a court application for a provisional remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or court order.

PERSONAL DATA AND PRIVACY DISCLOSURE: In administering and organizing the Trip, PST may have collected or may collect in the future Your first name, last name, gender identity, photo, preferred pronouns, sex as designated in passport, current address, country of residence, passport scans, travel plans, visa information, school year, language abilities, prior camps or programs, extra curricular activities, birth date, phone number, occupation, place of employment, emergency contact, email address, and certain special category data (such as demographic information, dietary restrictions, allergies, medications, accessibility requirements, vaccination status, or other health-related information). In general, PST processes this data in order to perform their obligations under their contract with You, namely, to administer and organize Your participation in the trip. In addition, by signing this Agreement, You consent to (a) PST processing of Your special category personal data for the purposes of Trip administration and organization, consistent with the processing activities described in PST's Privacy Policy, and (b) the transfer of Your personal data and subsequent processing within the United States. Although You may withdraw Your consent at any time, doing so will prevent PST from fulfilling our obligations to arrange

and organize the travel, and You will not be able to participate in the trip. Further, by signing this Agreement, You acknowledge that PST may share Your information with our service providers, and You instruct and direct us to share Your information with third parties to whom PST needs to disclose the information in order to arrange or organize the travel, such as National Geographic, travel providers, or border authorities, who may process Your information under their own privacy policies. PST processes the personal data You submit on the above form in accordance with their Privacy Policy (at goputney.com/privacy-policy) and the terms below. If You are in certain jurisdictions such as in the European Economic Area ("<u>EEA</u>") or California, You may have certain rights and protections under the law regarding the processing of Your personal data as described in <u>Addendum A</u> to this Agreement.

**GOVERNING LAW**: This Agreement, including all exhibits, schedules, and appendices attached to this Agreement and thereto, shall be governed by and interpreted pursuant to the laws of Washington D.C, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of Washington D.C..

## Addendum A

# Additional Privacy Terms for Particular Jurisdictions

### Privacy Disclosure

PST will process the personal data You submit on the above form in accordance with PST's Privacy Policy and the terms below. For more information on how PST processes Your personal data, please review PST's Privacy Policy at <a href="https://www.goputney.com/privacy-policy">www.goputney.com/privacy-policy</a>.

If You are in the European Economic Area ("EEA"), California, Virginia, Colorado, Utah, and Connecticut, Brazil, You may have certain rights and protections under the law regarding the processing of Your personal data.

## Lawful Basis for Processing

If You are in the EEA, when PST processes the personal data You provide, PST will do so only in the following situations:

- (a) To perform our obligations under our contract with You to arrange and organize the Trip;
- (b) When PST has Your consent to do so. For example, with Your consent, PST will use the personal data You provide above in order to process Your registration for and facilitate Your participation in the Trip. PST will also use any special category data PST collects with Your consent, such as accessibility requirements, for purposes of facilitating the Trip and for purposes of making informed decisions about how best to serve its constituents;
- (c) When PST has a legitimate interest in processing Your personal data. For example, PST may use the personal data You provide to us for security purposes to ensure the safety of You and others who attend the Trip, and
- (d) When PST has another legal obligation to process Your personal data.

## **Data Subject Requests**

If You are in one of the jurisdictions identified above, You have the right to access personal data we hold about You and to ask that Your personal data be corrected, erased, or transferred. You may also have the right to object to, or request that PST restricts, certain processing. If You would like to exercise any of these rights, please submit an email to PST at <a href="mailto:dsar@goputney.com">dsar@goputney.com</a> or fill out a webform request at <a href="https://goputney.com/dsar">https://goputney.com/dsar</a>.

## **Questions or Complaints**

If You are in the EEA and have a concern about PST's processing of personal data that PST is not able to resolve, You have the right to lodge a complaint with the data privacy authority where You reside. For contact details of Your local Data Protection Authority, please see:

 $\underline{http://ec.europa.eu/justice/data-protection/article-29/structure/data-protection-authorities/index\_en.htm.}$