

## **International March of the Living 2022 Cancellation Policy Terms and Conditions - Updated**

This International March of the Living 2022 Cancellation Policy Terms and Conditions (“Policy”) sets forth the following understanding between the March of the Living Inc. d/b/a International March of the Living, a New York Not-For-Profit corporation and public charity under the Internal Revenue Code, (“IMOTL”) and every locally operated March of the Living delegation (the “Delegation”).

In light of the COVID-19 virus pandemic, countries around the world have imposed or may impose various restrictions on travel. Certain restrictions would have the effect of rendering a Delegation’s participation in the March of the Living 2022 Program (“Program”) impossible or impractical. Such restrictions are: (1) specific denials of entry by Israel or Poland, (2) quarantine requirements of greater than 24 hours in Israel or Poland, (3) quarantine requirements of greater than 48 hours in the Delegation’s home country, (4) vaccination policies enacted by Poland or Israel that are more stringent than those enacted by the Delegation’s home country, (5) bans on mass gatherings in Poland, or (6) Delegation’s home country’s government travel advisories reaching the highest possible level against travel to Poland or Israel (“Lockout Restrictions”).

In seeking to protect the health, safety and reasonable expectations of all participants, the IMOTL is implementing the following cancellation policies:

- 1. Discretionary Period:* At any time prior to January 31, 2022, and regardless of the presence or absence of any Lockout Restrictions in Israel, Poland or the country of origin of the Delegation and its participants, the Delegation may at its sole discretion elect to cancel its participation in the Program, in which case the Delegation will receive a full refund from IMOTL of all fees paid (“Fully Refunded”).

2. *Individual Cancellation Policy*: Should a participant in the Delegation elect in writing to cancel participation in the Program for any reason, including COVID-19 related cancellations, and the Delegation provides written notice of said cancellation to the IMOTL, IMOTL will issue only the following refund to the Delegation, depending on the date of written cancellation:
  - a. Through January 31, 2022 – 100% of participant’s registration fee;
  - b. February 1, 2022 – February 20, 2022 – 90% of participant’s registration fee;
  - c. February 21, 2022 – March 19, 2022 – 75% of participant’s registration fee; and
  - d. On or after March 20, 2022 – no refund.

\* Individual refunds will be calculated within the greater group statement.

3. *Effect of Lockout Restrictions*: In the event one or more Lockout Restrictions are in place, a Delegation may cancel their participation in the Program and be refunded according to the following schedule:

- Through February 15, 2022 – 100% of participants’ registration fees;
  - February 16, 2022 – 31 days prior to Program start date – 95% of participants’ registration fees; and
  - 30 days or less prior to the Program start date – such amounts, if any, as may be successfully obtained by IMOTL through negotiations with the relevant Vendors (as defined below).
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3.

4.

*Group Cancellation Absent Lockout Restriction:* In the event no Lockout Restrictions are in place, a Delegation may cancel their participation in the program and be refunded according to the following schedule:

- a. Through January 31, 2022 – 100% of participants’ registration fees;
- b. February 1, 2022 – March 9, 2022 – 95% of participants’ registration fee; and
- c. March 10, 2022 – 31 days prior to Program start date – 90% of participants’

registration fees; and

- d. 30 days or less prior to the Program start date – such amounts, if any, as may be

successfully obtained by IMOTL through negotiations with the relevant Vendors.

*Program-Wide Modification or Cancellation:*

- *Israel:* In the event Israel’s restrictions on February 1, 2022 constitute a Lockout Restriction(s) or other restrictions impacting one or more Delegations, IMOTL, at its sole discretion, may elect to cancel all IMOTL-directed programming in Israel, but continue to offer programming in Poland-, subject to Sections 3 and 5(b) of this Policy. In such event, Delegation will receive and distribute new pricing to conform its itinerary to a Poland-only Program. If the Program is converted into a Poland- only Program, Delegation must decide before February 8, 2022 whether it will cancel the Program entirely in order to be Fully Refunded. Moreover, Individual participants may also have the opportunity to cancel their participation with their Delegation by February 8, 2022. The Delegation must provide written notice of either the Delegation’s cancellation or any Individual participants cancellation to the IMOTL prior to February 8, 2022. Following February 8, 2022,

any cancellations due to this Section 5(a) are subject to the refund schedule listed above in Section 3 of this Policy.

- *Poland*: In the event Poland imposes a Lockout Restriction(s) or other restrictions impacting one or more Delegations, IMOTL, at its sole discretion may elect to cancel all IMOTL-directed programming and Delegations will be refunded according to the refund schedule provided in Section 3 of this Policy.
- *Originating Country*: In the event that the originating country of enough Delegations preclude travel to, or deny entry to anyone traveling from, Israel or Poland, IMOTL at its sole discretion may modify or cancel programming and offer refunds according to the terms of Sections 5.a or 5.b respectively.
- *Post-Commencement*. If at any time after the commencement of the Program, the Delegation is precluded from onward travel by virtue of Lockout Restrictions imposed by any country, there shall be no refund to the Delegation.

*Vendor Limitations*: Situations beyond the control of the IMOTL arising within thirty days of the Program start date, including, but not limited to, governmental restrictions arising from the Covid-19 virus pandemic causing partial or full cancellation of the Program, will only permit such refunds as IMOTL is able to negotiate and obtain from the airlines, hotels and other tour related providers (“Vendors”). Delegations and participants shall not be entitled to any refunds beyond what IMOTL is able to obtain from its Vendors, and agree to waive and hold harmless IMOTL regarding any such claims.

