

Terms and Conditions
Send-a-Friend Referral Program
Summer 2018 & Winter 2017-2018

These Birthright Israel Send-a-Friend Referral Program Terms and Conditions ("Terms & Conditions") are entered into between Birthright Israel North America ("Company") and you ("Participant"). These Terms & Conditions govern Participant's involvement in the Birthright Israel Send-a-Friend Referral Program described herein (the "Program"). The Program is intended to allow Participants to help Company recruit and refer individuals to attend a Birthright Israel Winter 2017-2018 or Summer 2018 Trip in exchange for specific compensation and opportunities to receive rewards. In order to be eligible to serve as a Participant in the Program, you hereby represent and warrant that: (i) you are at least eighteen (18) years of age; (ii) you are a US citizen; (iii) your primary place of residence is one (1) of the fifty (50) United States, the District of Columbia, or Puerto Rico; (iv) you have a valid US taxpayer identification number; (v) you have not recruited for Company through a Birthright Israel Trip Organizer in the past six (6) months; and (vi) you are not an employee of Birthright Israel North America, any related or affiliated organization, or any Birthright Israel Trip Organizer. Company reserves the right to disqualify any Participant that it determines, in its sole discretion, is ineligible to participate in the Program.

1. Definitions.

- a. "Trip" means a Birthright Israel trip departing the United States during one of the following Trip Seasons: i) Winter Trip Season (December 2017 – March 2018); or ii) Summer Trip Season (May 2018 – October 2018). Specific Trip Season dates and additional information can be found at <http://www.birthrightisrael.com/Pages/Default.aspx>.
- b. "Custom URL" means the unique URL to be provided by Company to Participant through which Participant's referrals must apply for the Trip in order for Participant to be eligible for Referral Fees.
- c. "Eligible Referral" means an individual who applies for a Trip via Participant's Custom URL and who is eligible to attend a Trip according to the further eligibility requirements described via the following link: <http://www.birthrightisrael.com/visitingisrael/Pages/Eligibility.aspx>, and is ultimately accepted to attend a Trip.
- d. "Valid Referral" means an Eligible Referral who pays a full deposit to attend a Trip, as required by Birthright Israel, by December 4, 2017 for Winter Season Trips or by May 7, 2018 for Summer Season Trips.

2. Program Overview. In compliance with these Terms & Conditions, Participant will promote the Trip to individuals he/she is connected to. Participant should promote the Trip by distributing his/her Custom URL and asking individuals to apply through the Custom URL. A Valid Referral must always originate from Participant's Custom URL to qualify for Referral Fees.

3. Credits, Referral Fees, and Rewards.

- a. **Birthright Israel Store Credit.** The Company will provide credit to the [Birthright Israel Store](#) (the “Store”) to each Participant who participates in the Birthright Israel Send-a-Friend Referral Program (“Store Credit”) during a Trip Season. Even if Participant is unable to secure any Valid Referrals during a Trip Season, Company will provide Participant with Five Dollar (\$5) of Store Credit in connection with that Trip Season. To the extent Participant is able to secure one (1) or two (2) Valid Referrals in a Trip Season, Company will provide Participant with Ten Dollars (\$10) of Store Credit for each Valid Referral during that Trip Season. Store Credit cannot be substituted or transferred and has no cash redemption value. Store Credit can only be used in connection with Store orders. Store Credit will be provided by emailing Participant a personalized code for use at the Store. Store Credit expires one (1) year from the date of issue. Please see the Store [Terms of Service](#) and [Privacy Policy](#) before placing an order.
- b. **Referral Fees.** In addition to Store Credit, the Company will provide Referral Fees to each Participant who secures at least three (3) Valid Referrals during a Trip Season. Assuming at least three (3) Valid Referrals have been secured during a Trip Season, Company will pay Participant Referral Fees of Thirty Dollars (\$30) for the third (3rd) and each subsequent Valid Referral for that Trip Season. Company will provide Referral Fees for each such Valid Referral up to a maximum of fifty (50) Valid Referrals per Participant per Trip Season.
- c. **Bonus Rewards.** In addition to Store Credit and any Referral Fees a Participant may be eligible for, the Company will also provide a Bonus Reward of Two Hundred Fifty Dollars (\$250) for every five (5) Valid Referrals secured during a Trip Season. As per the limits on Referral Fees, Bonus Rewards will also be capped at a maximum of fifty (50) Valid Referrals per Participant per Trip Season.
 - i. E.g., If you secure eleven (11) Valid Referrals during a Trip Season, you will receive Twenty Dollars (\$20) in Store Credit (2x\$10 in Store Credit), Three Hundred Thirty Dollars (\$330) in Referral Fees (11x\$30), and Five Hundred Dollars (\$500) in Bonus Rewards (\$250 for securing the first five Valid Referrals and an additional \$250 for securing five additional Valid Referrals).
- d. **Incentive Rewards.** The Company may also, at its discretion and from time-to-time, announce additional Incentive Rewards based on a Participant’s total Eligible or Valid Referrals. Any such Incentive Rewards, and the terms and conditions for eligibility and the process for securing them, will be announced by Company via its social media channels and through other communications channels as Company determines in its sole discretion. Participant’s agreeing to these Terms & Conditions will constitute Participant’s affirmative assent to participate in any Incentive Rewards process and to be considered for Incentive Rewards.
- e. **Payment Process.** Company will only pay Referral Fees, Bonus Rewards, and any cash-based Incentive Rewards, in the form of a direct deposit paid in US Dollars; accordingly, Participant must maintain a valid banking account within the United States. Upon Company's determination that Participant should receive Referral Fees, Bonus Rewards, or any cash-based Incentive Reward, Company will contact

Participant to request a completed IRS Form W-9 and ask for bank account and routing information. W-9 and bank account and routing information must be submitted and received by Company or Referral Fees, Bonus Rewards, and any cash-based Incentive Rewards will be forfeited. Additionally, Company reserves the right to forfeit or donate Participant's Referral Fees, Bonus Rewards, and cash-based Incentive Rewards to the Birthright Israel Foundation if Participant fails to provide Company with a valid W-9 and bank account and routing information within thirty (30) calendar days from when Company contacts Participant for such information. If Participant's bank charges additional fees for direct deposits or other aspects of Company's payment, Participant shall be responsible for such fees and Company reserves the right to deduct such fees from any total payment due to Participant. All amounts referenced or payable under this Agreement are in U.S. Dollars. Participant is solely responsible for ensuring his/her account information is accurate and current. Company will not be responsible for any payments not received by Participant due to Participant failing to provide accurate and complete information for payment or if any direct deposit bounces.

- f. **Taxes.** Participants are responsible for all tax reporting and liabilities, if any, on their cash-based or other rewards received in connection with the Program.
 - g. **Tallying.** Company will tally Valid Referrals after December 4, 2017 for the Winter Trip Season and after May 7, 2018 for the Summer Trip Season. Participant's Valid Referrals are season-specific and reset at the conclusion of each Trip Season; therefore, any Valid Referrals credited to Participant for a specific Trip Season shall not be rolled over or credited for future Trip Seasons. Participants are eligible for all Store Credit, Referral Fees, Bonus Rewards, and any Incentive Rewards for each Trip Season in which they participate, based on the number of Valid Referrals secured during that Trip Season.
 - h. **Payment/Reward Timing.** Store Credit, Referral Fees, Bonus Rewards, and any Incentive Rewards will be issued to Participant between December 25, 2017 and January 25, 2018 for the Winter Trip Season and between May 25, 2018 and June 25, 2018 for the Summer Trip Season.
 - i. **Disqualification.** Company reserves the right, in its sole discretion, not to provide any Store Credit, Referral Fees, Bonus Rewards, or Incentive Rewards, where Company determines Participant's actions violated these Terms & Conditions.
4. **Compliance.** In addition to the other legal requirements in these Terms & Conditions, Participant expressly agrees to comply with the following:
- a. **Compliance with Laws.** Participant agrees that he/she is solely responsible for any communications made by him/her and for any consequences thereof, including, without limitation, liability under any applicable laws. Participant further agrees that he/she will at all times act in compliance with all applicable local, state, federal, and international laws, rules, and regulations.
 - b. **Use of Birthright Israel Promotional Materials.** Participant shall be permitted to use Birthright Israel trademarks and intellectual property, as well as any other Birthright Israel ideas, creations, literary, and artistic materials, trademarks, and

intellectual property, so long as it has explicitly been provided to Participant by Company in connection with the Program (collectively, the “Promotional Materials”). Participant represents and warrants that he/she shall use the Promotional Materials exclusively for purposes of participating in the Program and promoting the Trip, furthering the objectives of these Terms & Conditions, only in a manner that is consistent with these Terms & Conditions, and only for the duration that these Terms & Conditions remain in effect. Participants are not permitted to modify or make derivatives of the Promotional Materials, and are not permitted to use the Promotional Materials in any manners that go beyond the scope of these Terms & Conditions. The permission noted herein shall not be considered a license and Birthright Israel shall, at all times, remain the owner of any and all intellectual property and other proprietary rights in the Promotional Materials.

- c. **Acceptable Use Policy.** Participant, in connection with his/her activities under this Agreement, **shall not** promote or recruit for the Trip in a manner that: (i) will generate or facilitate unsolicited bulk commercial emails or spam messaging; (ii) will, or otherwise might encourage, the violation of the legal rights of others; (iii) is, or is alleged to be, unlawful, invasive, infringing, defamatory, coercive, or fraudulent; (iv) incorporates obscene or pornographic content; (v) presents any of Company’s or a Company affiliate’s or partner’s name, brand, or trademark, incorrectly, in a false or negative light, or in a manner that may tarnish or dilute such name, brand, or trademark; (vi) could be reasonably seen to affiliate Company or the Trip with a specific political or religious agenda; (vii) misrepresents the Program; (viii) offers cash or other rewards or promises to individuals in exchange for their registering through Participant’s Custom URL; (ix) involves promoting Participant’s Custom URL on any of Company’s or a Company affiliate’s or partner’s social media channels; (x) involves directly messaging or targeting an individual for recruitment where such individual was identified as a result of his/her posting or activity on Company’s or a Company affiliate’s or partner’s social media channel and where there was no pre-existing and independent connection to such individual; or (xi) creates an impression that Participant is a partner or contractor for Company or a Company affiliate, unless such relationship does in fact exist through another channel.
 - d. **Third Party Activity.** Participants may not engage third parties to assist with promotion of the Custom URL. All of Participant’s activities under these Terms & Conditions should come from his/her own email and social media accounts.
 - e. **Company Requests.** To the extent that Company identifies any activities by Participant undertaken in connection with Participant’s involvement in the Program that Company, in its sole discretion, determines are not in compliance with these Terms & Conditions, Company may request that Participant cease any such activities. Participant shall comply with any such Company request.
5. **Term; Termination.** These Terms & Conditions shall run from the date Participant accepts these Terms & Conditions until the distribution of all earned fees and rewards at the

conclusion of each Trip Season, or until terminated by either party as provided herein. Company may terminate Participant's involvement in the Program or Participant may terminate his/her own involvement in the Program, with or without cause, by providing written notice to the other party through email. For termination notices sent from Company to Participant, Company shall use the email address at which Company originally contacted Participant about the Program. Termination notices from Participant to Company or any questions about these Terms & Conditions must be sent to the following email address: sendafriend@birthrightisrael.com. The effective date of termination shall be the date on which such email notice is sent. In the event of a termination, unless Company terminates "for cause," Participant will still be eligible to receive Store Credit, Referral Fees, Bonus Rewards, and any Incentive Rewards, as based upon the tallying of each Valid Referral submitted before the effective date of termination. In the event of Company's termination "for cause," Participant shall not receive any Store Credit, Referral Fees, Bonus Rewards, or any additional Incentive Rewards. Company may terminate "for cause" based upon the Participant's: (i) disqualification for ineligibility; or (ii) violation or alleged violation of these Terms & Conditions.

- 6. Confidentiality.** Participant may not disclose any non-public aspect of the Program to any third party, except to its professional advisors under a strict duty of confidentiality or as necessary to comply with law.
- 7. Indemnification.** Participant will defend, indemnify, and hold harmless Company, its employees, officers, agents, affiliates, and licensors from any third party claim or liability arising out of: (a) Participant's participation in the Program; or (b) Participant's breach or alleged breach of any part of these Terms & Conditions.
- 8. Disclaimers; Limitation of Liability.** COMPANY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES FOR NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY, AND FITNESS FOR ANY PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROGRAM IS PROVIDED "AS IS" AND AT PARTICIPANT'S OPTION AND RISK, AND COMPANY DOES NOT GUARANTEE ANY RESULTS. EXCEPT FOR BREACHES OF SECTION 4 (COMPLIANCE), SECTION 6 (CONFIDENTIALITY), AND SECTION 7 (INDEMNIFICATION), TO THE FULL EXTENT PERMITTED BY LAW REGARDLESS OF THE THEORY OR TYPE OF CLAIM, NO PARTY MAY BE HELD LIABLE UNDER THESE TERMS & CONDITIONS FOR ANY DAMAGES OTHER THAN DIRECT DAMAGES, EVEN IF THE PARTY IS AWARE OR SHOULD HAVE KNOWN THAT SUCH DAMAGES ARE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.
- 9. Modification of Terms.** Company may at any time and in its sole discretion, modify the terms of the Program and/or these Terms & Conditions. In the event of any such modification, Company will provide Participant with such modified Terms & Conditions via email at the email address Company used to initially contact Participant about the Program; the effective date of any such modification shall be the date on which such email

is sent. In the event that any such modification concerns changes to Store Credit, Referral Fees, Bonus Rewards, or Incentive Rewards after Participant's Eligible Referrals for a specific Trip Season have already been submitted via Participant's Custom URL, and those Eligible Referrals end up later becoming Valid Referrals, Company shall remain obligated to provide Participant the specific fees and rewards noted in those Terms & Conditions in effect at the time such Eligible Referrals were submitted.

10. Privacy.

- a. **Promotional Efforts.** Company may want to promote Participant in connection with his/her participation in the Program. Participant agrees that, if requested by Company, he/she shall provide a photograph of himself/herself, which Participant has ownership rights in, with resolution sufficient to permit Company to feature the photograph in digital promotional materials. Participant hereby grants Company a perpetual, fully paid-up, worldwide, irrevocable, transferrable, sub-licensable, royalty-free license to use, copy, reproduce, publish, retain, publicly display, transmit, modify, adapt, create derivatives of, edit, distribute, and otherwise exploit in any and all ways, all or part of Participant's photograph as provided to Company, together with his/her name, city and state of residence, and other information related to Participant's Birthright Israel experience, in connection with Company's promotional efforts on behalf of the Program, and for all non-commercial purposes related to Company's work. Participant hereby waives any and all rights of privacy and publicity he/she may have in relation to any of Company's possible aforementioned uses of Participant's likeness and information.
- b. **Ongoing Communications.** Additionally, Participant permits Company to retain, for its records and for purposes of carrying out its responsibilities under these Terms & Conditions, all information provided by Participant. If Participant has provided an email address and/or mailing address ("Contact Information"), Company reserves the right to add Participant to its email and/or mailing list in order to communicate with Participant about the Program and in order to send Participant information and materials relevant to the work and activities of Company and Company's partners and affiliates. Company reserves the right to share Participant's name and Contact Information with its partners, affiliates, and contracted entities.

11. Miscellaneous. All notices must be in writing. Participant will not assign or otherwise transfer his/her rights or delegate his/her obligations under these Terms & Conditions, in whole or in part, and any attempt to do so will be null and void and shall constitute a violation of these Terms & Conditions. These Terms & Conditions are governed by and shall be interpreted under the laws of the County and State of New York, without regard to the conflict of law principles thereof. Participant agrees to abide by these rules and by the decisions of Company, which are final, binding, and non-appealable, on all matters. All claims or disputes between Company and Participant arising from or relating to these Terms & Conditions shall be mutually resolved, if possible, through good faith mediation

between the parties. In the event no resolution occurs within sixty (60) days of good faith mediation, the parties agree to submit the claim/dispute to binding arbitration conducted by one (1) arbitrator as selected by Company, and in accordance with the rules and processes of either the American Arbitration Association or Judicial Arbitration and Mediation Services, Inc. located in New York City. The parties are independent contractors and these Terms & Conditions do not create any agency, partnership, or joint venture. No party is liable for inadequate performance to the extent caused by a condition that was beyond its reasonable control. Failure to enforce any provision will not constitute a waiver. If any provision is found unenforceable, the balance of the provisions will remain in full force and effect. In the event of any termination or expiration of these Terms & Conditions, Sections 3, 4, 5, 6, 7, 8, 10, and 11 shall survive. These Terms & Conditions are the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements or public postings on that subject.