

## Umowa Uczestnictwa w Programie Wymiany Kulturalnej

§1 Niniejszą Umowę zawarto pomiędzy THE AMERICAN INSTITUTE FOR FOREIGN STUDY (UK) LIMITED (nr spółki 939488), z siedzibą przy 37 Queen's Gate, Londyn, SW7 5HR, Wielka Brytania, zwanym dalej „AIFS (UK) Ltd”, „AIFS”, „Camp America” lub „Resort America”, oraz:

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*imię (imiona) i nazwisko*

zameldowanym, ew. zamieszkałym na stałe w (prosimy wpisać adres zameldowania ew. stałego zamieszkania):

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data urodzenia: \_\_\_\_\_ w \_\_\_\_\_  
*dzień, miesiąc (słownie), rok* *miejsce urodzenia*

zwanym dalej „Wnioskodawcą”, „Uczestnikiem”, lub (w języku angielskim) „Applicant” lub „Participant”.

§2 Integralną częścią niniejszej Umowy są:

a) warunki i zasady określone przez AIFS (UK) Ltd. w następujących publikacjach odnoszących się do programów „Camp America” lub „Resort America” organizowanych w sezonie 2011/2012, z wyjazdem w roku 2012: „Camp America Contract - Terms and Conditions - Conditions of Application, Placement and Participation 2012” (w załączeniu), broszura „Camp America 2012” (fragmenty) oraz załącznik „Zgoda na przetwarzanie danych osobowych”.

b) od momentu zaakceptowania przez Wnioskodawcę Dokumentu Uczestnictwa (zwanym także „Placement Letter” lub „Guaranteed Placement Letter”) integralną częścią niniejszej umowy stają się również: Dokument Uczestnictwa i wszystkie odpowiedzi udzielone w nim przez Wnioskodawcę oraz broszura „Participant's Handbook”, w tym zawarty w niej i/lub zamieszczony na koncie Uczestnika program ubezpieczeniowy.

§3 Podpisując niniejszą Umowę Wnioskodawca potwierdza, że:

a) przeczytał i w pełni zrozumiał wszystkie informacje zawarte we wszystkich dokumentach źródłowych, o których mowa w paragrafie 2 niniejszej Umowy, a także, że zobowiązuje się przestrzegać wszystkich warunków i zasad w nich zawartych.

b) przyjmuje do wiadomości i zgadza się na to, aby interpretacja opisów warunków i zasad programu zamieszczonych w angielskojęzycznych materiałach źródłowych i dokumentach wymienionych w paragrafie 2 niniejszej umowy, oraz informacji udzielonych przez Wnioskodawcę w języku angielskim w formularzach zgłoszeniowych Camp America następowała według zasad interpretacji przyjętych w języku angielskim. **Wnioskodawca oświadcza, że zna język angielski w stopniu wystarczającym do prawidłowego zrozumienia wymienionych w niniejszej Umowie angielskojęzycznych materiałów źródłowych oraz do efektywnego komunikowania się za granicą.**

c) rozumie, że **zobowiązany jest** do uczestnictwa w spotkaniu informacyjnym „Orientation Meeting” organizowanym przez Camp America przed jego wyjazdem z Polski, w pełnym wymiarze czasu (do 5 godzin), w miesiącu maju lub czerwcu. Spotkanie może odbyć się w dowolny dzień tygodnia, najprawdopodobniej jednak w piątek, sobotę lub niedzielę. **Camp America nie ponosi odpowiedzialności za skutki niedoinformowania Uczestnika spowodowane jego nieobecnością na wymienionym spotkaniu.** Oprócz obecności na ww. spotkaniu, Uczestnik zobowiązuje się również do rozwiązania i zdania przed wyjazdem elektronicznego testu wiedzy dotyczącej Camp America i wyjazdu do USA, opartego na materiałach dostarczonych przez Camp America. Camp America nie odpowiada za skutki niezapoznania się z ww. materiałami.

§4 Umowę niniejszą sporządzono w dwóch egzemplarzach, dla każdej ze stron.

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*czytelny podpis wnioskodawcy, miejsce i data*

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*z upow. AIFS (UK) Ltd., miejsce i data*

## Zgoda na przetwarzanie danych osobowych

Niniejszym wyrażam zgodę na przetwarzanie moich danych osobowych (w tym danych na temat stanu zdrowia) ujętych w formularzach zgłoszeniowych Camp America oraz wszelkich załącznikach do tych formularzy (m.in. w formularzach medycznych oraz zaświadczeniu o (nie)karalności), w bazie danych osobowych prowadzonej przez AIFS (UK) Ltd. i/lub American Institute for Foreign Study Inc., w tym American Institute for Foreign Study Inc. Przedstawicielstwo w Polsce.

Oświadczam, iż przyjmuję do wiadomości i zgadzam się na następujące zasady przetwarzania moich danych osobowych:

- moje dane osobowe zostaną zebrane elektronicznie, przez biuro AIFS lub przez działającą w Polsce osobę zatrudnioną przez AIFS (UK) Ltd., zwaną dalej "Konsultantem" p. \_\_\_\_\_ i będą przekazywane poza granice Polski, w tym do państw Unii Europejskiej oraz do USA. W szczególności, moje dane osobowe mogą być zbierane i przekazywane za granice Polski także za pośrednictwem American Institute for Foreign Study Inc., Przedstawicielstwo w Polsce.
- moje dane osobowe będą przetwarzane w celach:
  - (i) weryfikacji mojej zdolności i możliwości uczestnictwa w programie wymiany kulturowej organizowanym przez AIFS (UK) Ltd. oraz weryfikacji dostarczonych przeze mnie referencji;
  - (ii) zapewnienia mi, w razie zakwalifikowania do udziału w programie wymiany kulturalnej, odpowiedniego miejsca pobytu i uczestnictwa w programie wymiany kulturalnej organizowanym przez AIFS (UK) Ltd.,
  - (iii) umożliwienia zarządzania programem wymiany kulturalnej organizowanym przez AIFS (UK) Ltd., w szczególności poprzez zapewnienie mi ubezpieczenia zdrowotnego, pomocy przy uzyskaniu wizy oraz pomocy w zorganizowaniu transportu,
  - (iv) marketingowych, w tym do przesyłania mi drogą elektroniczną informacji od AIFS (UK) Ltd., American Institute for Foreign Study Inc. Przedstawicielstwo w Polsce oraz podmiotów współpracujących.
- moje dane osobowe będą przekazywane osobom oraz instytucjom zaangażowanym w organizację programów wymiany kulturalnej AIFS (UK) Ltd. w Unii Europejskiej oraz poza jej granicami (w tym w Stanach Zjednoczonych). Dane osobowe będą w szczególności przekazywane (elektronicznie i za pomocą nośników fizycznych) biurom należącym do sieci AIFS oraz ich pracownikom, właścicielom i pracownikom ośrodków współpracujących z siecią AIFS oraz ich doradcom, organom władzy, firmom ubezpieczeniowym oraz transportowym. W celu ochrony i zapewnienia bezpieczeństwa i komfortu dzieci znajdujących się pod moją opieką w czasie trwania programu, AIFS (UK) Ltd. ściśle współpracuje z agendami rządowymi Stanów Zjednoczonych i innych państw przy zapobieganiu i wykrywaniu molestowania dzieci. W przypadku jakiegokolwiek mojego niewłaściwego postępowania o charakterze seksualnym, fizycznym lub werbalnym wobec dzieci, a także w przypadku naruszenia przeze mnie zasad programu, w czasie uczestnictwa w programie wymiany kulturalnej organizowanym przez AIFS (UK) Ltd., AIFS niezwłocznie zawiadomi odpowiednie agendy rządowe oraz osoby udzielające mi referencji.
- mam prawo wglądu do moich danych osobowych oraz prawo ich poprawiania.
- podaję swoje dane osobowe dobrowolnie oraz wyrażam niniejszą zgodę także na przyszłość.

# Camp America Contract

## Terms and Conditions

### Conditions of Application, Placement and Participation 2012 (v. PL1)

**I. Applicants who wish to participate on the programme should understand that they enter into contract with Camp America and will be bound by the following conditions:**

1. Payments to Camp America, documents and submission deadlines.

a) payments\*

These amounts apply to Polish participants only, as of 1st September 2011, and can change at any time per announcement on the Polish website of Camp America.

1<sup>st</sup> deposit payment: PLN 299 – to be made before the interview (also called the “consultation meeting”).

2<sup>nd</sup> deposit payment: PLN 199 – to be made within 14 days of submitting completed application

3<sup>rd</sup> payment (incl. medical insurance premium\*\*, air taxes and deposit) – to be made within 30 days after placement, or after receiving the Guaranteed Placement status, but no later than 30 days prior to departure, unless the placement has been made at a later time, in which case the payment is to be made immediately.

- first-time applicants: PLN 1098

*If you are a first-time applicant, your camp will pay Camp America a fee which covers agency sponsorship, administrative and visa fees and flight contribution.*

- repeat participants going to the same camp and arranging their own transportation: PLN 521

- repeat participants going to a new camp and arranging their own transportation: PLN 930

*If you are a repeat participant arranging your own transportation, your camp will be charged a SEVIS fee of USD 35.*

- applicants returning to the same camp and using Camp America flight to NYC\*\*\*: PLN 880

- applicants returning to a new camp and using Camp America flight to NYC\*\*\*: PLN 1292

*If you are a repeat participant using Camp America flight, your camp will be billed for your Camp America flight (section to NYC only) and charged a SEVIS fee of USD 35.*

\*The above prices are fixed until November 30<sup>th</sup>, 2011. After that date, changes may apply as announced on Camp America websites or in communications sent directly to applicants. However, third party costs are always subject to airline and Government revision – and therefore cannot be guaranteed. It should also be noted that the costs above are payments to Camp America – additional third party payments for J-1 visa (embassy costs) along with criminal and medical record checks will also be required.

\*\*For sale of travel insurance Camp America (AIFS UK Ltd) is an appointed representative of CareMed, which is authorised and regulated by the Financial Services Authority (FSA), FSA Firm Reference Number 493329.

\*\*\*If you are a repeat participant using the Camp America flight and are travelling to another airport, additional surcharges may apply, as indicated in information materials sent by Camp America to repeat participants.

Programme payments are due at varying stages of the application and placement process and applicants should adhere to deadlines issued via their Camp America Direct page as shown below in order to avoid penalties. For more information, please see the tables below or on our website at [www.campamerica.co.uk](http://www.campamerica.co.uk).

b) payment deadlines

The table below shows deadlines for the compulsory payments payable to Camp America.

**Important:** participants who fail to make the appropriate payments or meet payment deadlines will be subject to a late fee penalty of GBP 40 for each late payment.

FEE TYPE	DEADLINE	PENALTIES
2 <sup>nd</sup> deposit payment	Within 14 days of submitting your completed application	GBP 40
3 <sup>rd</sup> payment	Within 30 days of placement or guaranteed placement status, or a minimum of 30 days prior to departure to the US if this date is sooner. If placement is made within less than 30 days before departure, this payment should be made immediately.	GBP 40

c) application deadlines

The table below shows deadlines for completing various stages of the Camp America application and placement process.

ITEM TO BE COMPLETED	DEADLINE	PENALTIES
<b>APPLICATION PROCESS:</b>		
Application form	Maximum of 14 days after interview date	Your application may be cancelled and your payments will be forfeit. If personal details are incorrect and subsequently your visa forms are incorrect a fee of \$35 will be charged for reprints.
Submit 2 valid references	Maximum of 14 days after interview date	Your application may be cancelled and your payments will be forfeit.
Upload profile photo, activity photos and video	Maximum of 14 days after interview date	Your application may be cancelled and your payments will be forfeit.
Send police check and any medical information required	Maximum of 14 days after interview (this paperwork is normally handed in at interview)	Your application may be cancelled and your payments will be forfeit.
<b>AFTER PLACEMENT OR GUARANTEED PLACEMENT:</b>		
Medical form	Send to Camp America a minimum of 1 month prior to	Your application may be cancelled and your payments will be forfeit.

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	departure to the US	
Confirmation of departure flight	Within 5 days of flight information being advised through CA Direct. Full flight details must be reconfirmed within 48 hours of departure.	Any rejection of flight within 30 days of departure will incur airline penalty fees.
Visa documents	Ensure your visa documents are filled in as instructed by Camp America, signed and returned immediately to the local office of Camp America, to avoid visa delays.	If your flight date has to be changed due to visa delays caused by unreasonable delay on your part, penalty fees for flight changes will be incurred, your application may be cancelled and your payments will be forfeit.

Once a placement is offered, you are required to make your final set of payments, submit your medical form and any other outstanding paperwork within 30 days or on April 30<sup>th</sup> 2012 at the latest (unless your placement is made at a later time – then you should make the payments and submit the outstanding paperwork immediately).

Camp America will consider an offer of placement by you unless you notify us of your decline of a placement offer in writing. Please email [enquiries@campamerica.co.uk](mailto:enquiries@campamerica.co.uk) or contact your local Camp America office.

2. Applications for the 2012 season are to be made through our On-Line system which can be accessed via the [www.campamerica.pl](http://www.campamerica.pl) or the [www.campamerica.co.uk](http://www.campamerica.co.uk) websites, or by attendance at our special placement events. The Camp America On-Line system is administered by the American Institute For Foreign Study (UK) Limited ("Camp America") which acts as the centre for administration and central processing of worldwide applications. Applicants to the programme will be expected to have online access and meet the requirement of managing their application & participation via our online system, and accept all communications via online systems.

3. Applications from applicants cannot be accepted without the 1<sup>st</sup> deposit payment of PLN 299 paid online via the applicant's Camp America account. It will be returned to you if your application is not accepted or a placement cannot be found. This payment will not be refunded if you cancel for any reason or fail to complete application formalities.

4. Booking a meeting with a Camp America consultant (the "interview" or "consultation meeting") or acceptance of your application at a placement event constitutes application to the programme. Failure to supply a specific application form and/or references in the designated time will constitute cancellation from the programme and the 1<sup>st</sup> deposit payment will not be refunded. All references must adhere to our 2012 reference policy (as detailed on our website).

5. Your completed application is submitted by the consultant (interviewer) for initial screening and then for assessment by Camp America. Once your application has been checked and accepted by the US Camp America office, you will be advised via our On-Line system that your application is now ready to be shown to Camp Directors. At the same time we will confirm the payment ("pocket money") you will receive at the end of your camp placement. At this stage you will be required to make the 2<sup>nd</sup> deposit payment of PLN 199. Your application will not be released for consideration by Camp Directors until this payment is received. If your second payment is not received within 10 days after your acceptance for consideration by camps is confirmed, your application will be withdrawn from

the programme, Camp America forum and account access blocked, and your 1<sup>st</sup> payment will not be refunded. Please make copies of all documents you submit to Camp America, and don't supply us with originals of any important certificates as they will not be returned to you.

6. Substantial expenses are incurred by Camp America on your behalf while your application is considered by Camp Directors. If at this stage you withdraw following a successful interview (consultation meeting), regardless the reason, you will forfeit your 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> deposit payments. (At Camp America's discretion exceptions may be made in some cases of bona fide permanent medical incapacity as confirmed by a medical certificate.) If you decide to withdraw from the programme, you must inform Camp America immediately in order to reduce/limit penalties due.

7. You are required to declare any relatives living in the US at interview. Failure to declare this information can have serious consequences for your visa application and may result in your cancellation from the programme, and any previous payments will be forfeit.

8. You are required to declare any previous US visas applied for. Failure to declare this information can have serious consequences on your visa application and may result in your cancellation from the programme, and any previous payments will be forfeit.

9. Medical Conditions - There are a number of medical conditions that render applicants ineligible for the programme. Please see the FAQ sections on our websites, [www.campamerica.co.uk](http://www.campamerica.co.uk) or [www.campamerica.pl](http://www.campamerica.pl) for the details of our current medical policy. Having checked the website, please discuss with your Camp America consultant/interviewer any medical problems that you have or have had in the past which may affect your chances of being placed or of participating on the programme. Failure to disclose relevant medical information at the earliest opportunity is grounds for dismissal from the programme. Any payments already made will be forfeited, and our medical insurance policy rendered invalid.

Please note that pre-existing medical conditions may not be covered by Camp America's insurance provider, and participants may be required to buy a supplementary non-Camp America policy at their own additional expense to ensure they have sufficient coverage for programme participation. For further information on Camp America's medical insurance, please see our website.

10. Even after you have attended the interview (consultation meeting) and are accepted as a candidate for the programme, and after being offered a place, it remains your responsibility to inform the Camp America office in writing of any material changes to your medical circumstances or criminal history. Camp America reserves the right to vary, delay or cancel your placement should your medical circumstances change or deteriorate between the time of your application and the date that you are due to depart for the United States. Please note that some camps may require immunizations for Hepatitis A or B, Mumps, TB or other diseases and any costs incurred are the responsibility of the applicant.

11. Criminal Offences - Please note that we actively promote equality of opportunity for all our applicants and seek out the right mix of talent, skills and potential and we welcome applications from a wide range of candidates. We select all candidates for the programme based on their skills, qualifications and experience. At the interview (consultation meeting), or in a separate discussion, we ensure that an open and measured discussion takes place on the subject of any offences or other matter that might be relevant to a position with Camp America. However, failure

to reveal information that is directly relevant to the position sought could lead to withdrawal of an offer of employment. Failure to disclose details of criminal convictions (including juvenile, cautions and current charges) are grounds for dismissal from the programme, and will lead to any deposit payments already made being forfeited. If you have had incidents with the law, you are advised to check our website and discuss such matters with your consultant or the local recruitment office before you are interviewed for the programme. Please note that because all our participants work closely with children our programme comes under the Rehabilitation of Offenders Act 1974 (Exception) Order 1975 and you must therefore declare relevant spent convictions.

12. Camp America requires all participants to provide Criminal Background checks (see our website or talk to your interviewer for details). Charges for a criminal record check vary from country to country and payment will be the responsibility of the applicant. Camp America reserves the right to dismiss anyone from the programme without compensation or refund if they are found to have concealed any criminal conviction, caution or pending charge. You are therefore advised to make such information known at the earliest possible opportunity. If you have problems with legal authorities between applying to the programme and embarking for the United States you must notify Camp America via email or in writing. Any attempts to conceal such incidents are grounds for dismissal from the programme and will lead to any deposit payments already made being forfeited.

13. For all applicants, even if your application is received and accepted, there is no guarantee that a camp director/resort director will offer you a summer position. A match is needed between the needs of the camp/resort and your availability, experience and skills. More effort in your application, video and photos will improve your placement prospects, therefore you agree to follow all reasonable instructions given to you by your interviewer/consultant that may improve the presentation of your application.

If a position cannot be found, you will be informed as soon as possible and no later than 30th June, and have your 1st and 2nd payments refunded no later than August 31st, provided that you have supplied us with full and correct data of your bank account. You agree to be ready to fly to the USA until 30th June and not make any other holiday travel commitments before that date.

14. When a camp/resort placement is found, Camp America will inform you via our online communication system immediately and you will then be required to pay a final group of payments (see website for specific current amounts). Please note the final payment charge detailed in the brochure is correct as of 1<sup>st</sup> September 2011 and includes prevailing security, fuel surcharge, passenger duty, air tax charges and any other charges relating to flight or departure fees. These charges may be subject to increase by airline or government authorities without notice and any such increases will be passed on to participants. Your final group of payments includes a medical insurance premium, final deposit payment and airport/security taxes and may include any compulsory regional flight surcharge. Optional baggage insurance and other relevant surcharges (see website for optional charges) will be added to your account – you may opt out of these if you wish. If you are taking part in the “Buddy Option” (placement together with a friend on the same camp/resort), should such an option be available, you will have to pay an additional payment of ca. EUR 90 if the placement for you and your friend at the same camp/resort is found. Please note that if “Buddy Option” placement is not found, you agree to accept an individual placement and your 1<sup>st</sup> and 2<sup>nd</sup> payments will not be refunded to you if you cancel. Cancellations at the point of

placement must be notified immediately and cannot be inferred by non-payment of the fees.

15. Once your placement or guaranteed placement has been confirmed and upon receipt of the 2<sup>nd</sup> deposit payment, Camp America will dispatch the DS2019 visa application form required for application for the J-1 visa with your nearest American Consulate. You cannot participate on the programme without a J-1 visa stamped in your passport and a valid DS2019 form attached to it. This visa is obtained by attending a face to face interview at your nearest American Embassy/Consulate. All U.S. embassies now impose dollar based visa fees mandated by U.S. Congress, which you will be required to pay in addition to Camp America payments (see our website for the most recent details). Applicants are also responsible for the costs of travel to and from their visa appointment (see our website for further details of embassy procedures). Applicants are advised to complete visa interview formalities as soon as possible once placement is confirmed. Interview appointments become very booked up after April 1<sup>st</sup> - and failure to book a timely appointment or update your CAD record with your appointment date will constitute cancellation from the programme. If you are refused a visa by the American Embassy/Consulate, please inform Camp America immediately. Refunds of some Camp America payments may be made at the discretion of Camp America, only once proof of refusal is received, but cannot be made if the refusal has been caused by any misrepresentation on the part of the applicant. It should be noted that to process your J-1 visa the US Embassy will be required to keep your passport in order to print the visa into it.

16. After placement, if you fail to participate for any reason, the first deposit payment will be forfeited. The 2<sup>nd</sup> and 3<sup>rd</sup> deposit payments along with airport tax, together with any regional flight surcharges, may be refunded to you only in the case of proven visa refusal (see p. 15 above) or permanent medical incapacity as confirmed by a certificate issued by the hospital, and at Camp America’s discretion.

17. Payment of your 3<sup>rd</sup> payment is your confirmation to us to ticket your flight. If you withdraw from the programme following the ticketing of your flight, you will be required to pay an additional \$200 contribution towards your unused flight ticket. Penalties are necessary because of the expense of flight reservations and flight cancellation penalties, consultation meetings, matching applicants with vacancies and general administrative costs involved in the programme. Camp America must be informed immediately of all cancellations.

18. It is the duty of every Camp America participant to comply with the requirements of the medical policy and criminal record check procedures of Camp America. Failure to disclose relevant information or to complete the required paperwork at the appropriate time can lead to termination from the programme and the forfeiture of all payments (see our website for the Camp America medical and criminal record check requirements). In order to conform with the requirements of US government J-1 visa regulations all participants on our programme are required to have and pay for our US-operated medical policy. You may not participate on the Camp America programme unless you have paid for the required medical policy premium. It should be noted that any claim relating to pre-existing medical conditions (even if they were previously declared, or not declared, on the Camp America medical form) will not be covered. In some cases pre-existing conditions may be partly covered, if an extra payment has been received for pre-existing coverage. See our website for full policy details.

19. You are required to complete a 9-week assignment (camp) or 10-week assignment (day camps), for which

Camp America receives an agency fee from the camp. Any requirement to work longer than 9 or 10 weeks, and any other related conditions such as extra pocket money, should be confirmed in writing or via email with your Camp Director prior to the start of your placement. Participants taking a day camp placement may be required to undertake a 10 week placement due to the time off given during the placement.

Once you arrive in the US, Camp America's ability to rematch you, if your initial placement is unsuitable, is limited. If, through no fault of your own, your initial placement is unsuitable, Camp America will do its best to find you an alternative placement enabling you to fulfill your commitment. We will undertake the search for an alternative placement only once a positive recommendation has been received from your previous camp/resort, otherwise you will not be permitted to remain in the United States and will have to leave the country immediately and at your own expense. In order for Camp America to begin search for the alternative placement you will need to quit the original placement and wait for the alternative placement information at a place agreed on with Camp America. Accommodation, food and transportation costs etc during the time of seeking a new placement will be the responsibility of the applicant. Therefore you will need to cover the cost of your stay at that place and subsequently the travel costs to the alternative placement. During this time you will be required to maintain daily contact with our US office or will be deemed to have left the programme and cancellation of our visa sponsorship will ensue. Participants who do not accept a new placement at that time will be liable for the cost of their return flight. If a new placement cannot be found, you will be required to leave the country immediately.

If for any reason you fail to complete your assignment and/or engage in conduct that in the opinion of Camp America is deemed detrimental, you will forfeit your pocket money, application payments, airport tax contribution, insurance payment and all other payments. You will also jeopardise your visa status and will have to fly back to your homecountry at your own expense. You will not be permitted to remain in the United States under the terms of your J-1 visa and will have to leave the country or regularise your immigration status immediately.

Camp America has a legal and moral obligation to report to the US authorities anyone who leaves the programme prematurely or who in any other way violates their J-1 cultural exchange visitor's visa. You will also be liable to pay US\$800 to cover costs incurred by Camp America, also through non-payment or reduced payment of fees by the camp.

Any requirement to work longer than 9 weeks should be confirmed with your camp director prior to the start of your placement. Participants taking a Day Camp placement may be required to undertake a 10-week placement.

20. In most instances your departure airport will be assigned according to the country from which you apply. The flight will either be free or subsidised and a regional supplement may be due.

21. No changes to your choice of departure airport can be made after 1st April.

22. All participants should be aware that the camp is charged a fee in respect to the costs associated with organising the Camp America programme. This fee is paid by camps and is charged in all circumstances without exception and applies equally to returning or pre-placed participants, unless stated otherwise.

23. Late applications will only be accepted for pre-placed

applicants up until 15th May 2012 (depending on availability of embassy interviews in your country of application). A late application fee will apply for all applications received after March 19<sup>th</sup>, 2012.

24. After you have confirmed your westbound (to US) flight, any changes will incur a penalty fee of USD 100 prior to departure. If you reject your assigned westbound flight within 48 hours of your flight, the penalty is increased and can be up to USD 275. Procedures of eastbound (from US) flights will be sent to you from April 1<sup>st</sup>. You can change the date of your return flight from the USA back to your homecountry provided that you fulfil relevant conditions and that Camp America receives the additional flight change payment (check your online flight information for details).

25. Due to a high volume of air travel there are certain dates that may be very difficult to book flights back from the USA. For summer 2012 these dates are August 27<sup>th</sup> to September 7<sup>th</sup> 2012. Unless a flight date is requested before April 1<sup>st</sup> 2012, we may be unable to provide flights during the specified dates.

26. You are required to leave the US at the end of your camp/resort stay or optional travel period. Your total stay in the United States cannot exceed 5 months, but can be shorter as determined by the US authorities, and will in any case be determined by US authorities. The United States Government has greatly improved systems to track participants who overstay their visas and the penalties involved may well include lifetime bans for the violator and their relatives. Camp America will assist the United States authorities in every way to deport anyone who violates the privileges of their J-1 cultural exchange visitor's visa. In addition to reporting all violators of the visa to the US authorities, Camp America will report all such visa misdemeanors to the university, college, employer and referees of anyone who abuses the privileges of the visa.

27. In operating the Camp America programme, the American Institute for Foreign Study (UK) Limited is an employment agency under the Terms of the Employment Agencies Act 1973.

28. Camp America may refuse to accept an application, or may reject an application at any stage without stating the reason.

29. Applicants should be aware that all refund claims should be submitted by November 30th in the year you applied for or participated on Camp America programme. No further claims will be accepted after this time.

## II. Camp America will:

30. Arrange a return flight from London to the U.S. (return from New York) and send you via online communications system full details about the arrangements made. If you are designated to fly from another European airport, an additional fee may apply (see our website). All applications received after 1st April should expect to depart from London, although every effort will be made to arrange for a regional departure.

31. Assist you in obtaining a J-1 U.S. visa by provision of the DS2019 form and give you information relating to your work in the camp/resort and your stay in the U.S.

32. Provide lodging at a hotel or hostel selected by Camp America for the day of your arrival in the New York area, except where specified in your flight/travel to camp information supplied via our on-line system.

33. If applicable, Camp America will arrange transportation for your arrival in New York to the Camp America

hotel/hostel accommodation following your June (but not May) transatlantic flight. It should be noted that we will provide instructions for onward travel to your camp at the hotel. Participants should expect to undertake transportation from the hotel to camp (which will be via plane, bus or train) by themselves. It should be noted that travel costs incurred at this time should be paid by the participant, but that these costs will be reimbursed by your Camp Director upon production of receipts. Transportation to camp/resort will not be arranged by Camp America for participants who have previously arranged to be on the 'Own Transport' scheme, nor for those for whom May or July transatlantic flights have specially and individually been arranged. For more information, please see the OT contract available on the website. Please note that all May departures do not include the hotel/hostel stay in New York, regardless the destination, and fly directly to camp. Unless stated otherwise, repeat participants travel to camp directly from the airport.

34. In return for a medical insurance payment (included in the final group of payments) we arrange for insurance to cover your medical treatments up to USD 500,000 (semi-private room only) and the cost of flying you home if medically necessary. Participants pay the first USD 200\* in respect of each separate sickness or injury. Pre-existing conditions are not covered by the Camp America insurance, unless extra payment has been received for pre-existing coverage. The basic insurance does not cover any pre-existing conditions and covers only certain forms of emergency dental treatment (please see insurance policy on your Camp America account for details).

*\*) this amount is being reviewed as of October 31, 2011 and may be substantially reduced – please check current insurance policy information on your Camp America account.*

35. Keep available at Camp America headquarters in Connecticut during normal business hours throughout your stay in the U.S. a member of our staff for purposes of consultation who can be reached by telephone +(203) 399 5000 (from outside the US) or on free-phone 1 866 222 2074 (inside the US) and provide emergency back-up services. Emergency back-up service is also provided outside office hours (i.e. 24-hour emergency coverage) by phoning the above number.

36. Payment of the full pocket money (“suma gwarantowana”) indicated on the brochure insert and as confirmed in your online personal placement profile will be awarded based upon the following criteria of days worked - 63 days for Camp, 70 days for Day Camps. If you do not work the full amount of days indicated above for your respective programme, for any reason, you will be awarded your pocket money on a prorated basis upon the number of days you actually worked. If you leave the program for any reason, you will also only be given pro-rated pocket money based upon your actual days worked. This pocket money includes the refund of any deposit payments you made to Camp America prior to your departure. In some instances, depending on the State in which you are placed and the programme you participate in, you may be required to set up a US bank account into which your pocket money will be paid and from which the US Camp America fees will be withdrawn. If you fall into this category of placement, details will be sent to you individually at the time of placement offer.

37. The amount of pocket money (“suma gwarantowana”) is a gross amount (“kwota brutto”). Therefore, taxation may be deducted from the amount of after camp payment you receive. You can claim this money back from the United States Government. Camp America will assist you in obtaining this refund by referring you to a commercial tax assistance company who will charge for their services. Please note that you are responsible for payment of any

taxes due in your home country and that Camp America employees cannot and will not assume the role of your tax advisors.

### III. The Applicant will:

38. Agree to comply with application and payment deadlines and penalty charges.

39. Agree to complete all visa requirements including attending personal interview at the United States Embassy or Consulate at your own expense in accordance with the instructions thereof and to be responsible for obtaining a valid passport at least three months prior to departure and to comply with all vaccination and immunisation requirements.

40. Agree to be present in good time for all flights or other transportation provided or arranged by Camp America. Camp America will not provide or be responsible for alternative transportation, except in the case of illness or accident in accordance with its group insurance policy.

41. Understand that Camp America and its staff undertake at all times to treat applicants and enquirers with courtesy and respect. In return for this we require our applicants to always be courteous and polite to our staff and associates. You therefore agree that hostile or aggressive behaviour by applicants or persons acting on their behalf will result in immediate cancellation from the programme and the forfeiting of all payments.

42. Agree to abide by all lawful rules and reasonable regulations of Camp America contained herein and of the camp/resort in which you are placed. Please be advised that all camps have a strict no alcohol/drugs policy. If you break any of these rules will be immediately removed from camp and sent home immediately at your own expense, and will be responsible for any other related costs incurred by Camp America, also through non-payment or reduced payment of fees by the camp. It is illegal to buy or consume alcohol under the age of 21 in the USA.

43. Agree to work for the required period at the camp/resort to which you have been assigned. In some cases less or more weeks may be required - this will be confirmed in your placement information. If your assignment is for more than 9 weeks (Camp America - residential camps), 10 weeks (Camp America - Day Camps), or 12 weeks (Resort America), extra payment should be agreed in writing directly with your Camp/Resort Director, before your departure for the US, to avoid any misunderstandings. Please note that your additional agreements (or – for repeat participants - results of individual negotiations) with Camp/Resort Director are between you and the Camp/Resort director only and Camp America cannot be held responsible for any misunderstandings resulting therefrom.

44. Agree to abide by all appropriate regulations and instructions of the U.S. Government, including returning home no later than 30 days after the programme termination date as indicated on your DS2019 form.

45. Agree that in order to protect the children in the facilities to which we send staff, Camp America reserves the right to cancel placement without explanation right up to the moment of departure. In these very rare circumstances, at Camp America's discretion, a refund of charges will be made.

46. Agree to carry out your Camp Counsellor/Campower duties and other responsibilities towards the participating camp/resort to the best of your ability and with due respect and to take full advantage of the travel opportunities at the end of your camp/resort programme in accordance with the

rules and guidelines set out in the Camp America programme brochure, handbooks and on the website.

47. Agree to leave the U.S. at the end of your stay on or before the termination date of your visa and will not attempt to return subsequently to the United States without complying with U.S. visa requirements.

48. Agree not to accept any form of paid employment in the U.S. during your stay other than within your duties as a Camp Counsellor/Campower worker with the designated camp/resort, except for those camppower/resort participants who have been permitted to accept post-camp employment at facilities agreed upon with Camp America. The addresses of these facilities and other data as required by Camp America have to be reported to Camp America, in a way required by Camp America, before the start date of the employment. Failure to fulfil this condition will lead to immediate cancellation from the programme and forfeiture of all payments, the insurance, the return flight and the J-1 visa.

49. Understand that Camp America flights, unless specified otherwise, will normally depart from and return to London (unless announced otherwise and a special surcharge is paid to Camp America in order to depart from, or return to, another airport) and that you are responsible for any other transport costs prior to departure and upon your return.

50. You further understand that you must also make your own way back from your camp/resort (or your final travel destination) to your assigned U.S. departure airport (usually New York) at the end of the programme in time for your return flight and pay any transportation costs from your camp/resort (or your final travel destination) to the airport.

51. Co-operate fully with those supervising the programme on behalf of Camp America, and you agree to abide by any reasonable instructions they may give you.

52. Understand and acknowledge that as programme participant you are not an employee or agent of Camp America or any affiliate thereof and agree not to make any representations to any third party or employee of the participating camp/resort to that effect. You understand that you are a cultural exchange visitor and not an employee of the camp to which you are assigned.

53. Understand that Camp America does not own or in any way assume responsibility for the operation of camps/resorts. The running of each camp/resort is solely at the discretion of its proprietor and/or director. As a consequence, Camp America cannot, and does not, accept liability for any decisions, actions or omissions of whatever nature, made by or on behalf of the proprietors or directors of the camps/resorts, including the quality of living conditions, food, work conditions, work atmosphere, dismissal from camp, its form or timing. If you consider that you have suffered any loss, injury or damage whatsoever as a result of any such decisions, actions or omissions, your right to recourse lies solely against the director or proprietor of the individual camp or resort. Your acceptance of a placement with a camp/resort is subject to this condition.

54. Understand that the responsibility of the camp to you is limited to housing, food, linen, the cost of transport from the arrival city in the U.S. to the camp/resort (if applicable to you), and the after-camp payment paid to you by the camp/resort. If any problems should arise between you and your camp/resort during the course of your stay, you must promptly and first of all inform our representative at the Camp America office in Connecticut, before communicating with any other involved parties.

55. Warrant that information given in the application procedures by you is honest and accurate and agree that

you will perform your duties to the best of your ability. Providing false or misleading information about yourself will lead to cancellation from the programme.

56. Be responsible for any liability, obligation, loss or expense including court costs and legal fees, incurred by Camp America, its staff, agents, employees and organizations affiliated with it, the participating camp/resort or third party resulting from any injury, loss, property damage or expense that you directly or indirectly cause or to which you contribute in any way.

57. Understand and acknowledge that Camp America, its affiliates, agents and employees, will act on your behalf in arranging transportation in connection with your appointment as a Camp Counsellor/Camppower worker and in providing other services.

58. Waive and release Camp America and its affiliates, agents and employees from any claims whatsoever arising from any injury, loss, damage, accident, delay, or expense resulting from events beyond its control, including without limitation acts of God, acts of war, strikes, incidents of politically motivated violence, terrorism, sickness or quarantine, government restrictions or regulations, and, in the absence of gross negligence (or negligence in the case of personal injury) by Camp America, arising from the use of any vehicle or from any act or omission by any agent or employee or guests of the participating camp, individual, firm, or company in relation to transportation to, from and within the U.S. or another facility or service organised on your behalf.

59. Understand that Camp America or its affiliates or agents may, without liability, or expense to themselves take whatever action they deem appropriate with regard to your health and safety and may place you in a hospital for medical services and treatment or, if no hospital is readily available, may place you in the hands of a local medical doctor for treatment. You undertake to reimburse us, our agents or the summer camp/resort in which you are placed for any expenses incurred by us or them in taking any action reasonably considered necessary in the interests of your health and safety, which is not covered by the medical insurance policy. If deemed desirable by Camp America or its agents, you authorise them to transport you back to your country of origin at your own expense.

60. Understand that Camp America considers children and young people to be individual and valuable members of society who have an unconditional right to be treated with dignity and respect. As such they should be fully protected against any exertion of inappropriate power, whether sexual, physical or emotional. Relationships with campers, or with anyone under the age of 18, are strictly forbidden. Camp America will fully support any action taken against perpetrators of abuse.

61. Consent to their personal information being held, processed and disclosed by Camp America both within and outside the EU. Participants understand that data will be transferred both electronically and by physical means between AIFS offices and US employers, government departments, airlines, insurance providers and other relevant suppliers, and have supplied this information for the purpose of seeking seasonal work/placement in the USA and in order for Camp America to arrange transport and visa services. For the purposes of this clause personal data includes but is not limited to all information supplied on application forms, medical forms and criminal record confirmations. For full details on how we use personal information see annex "Zgoda na przetwarzanie danych osobowych" and our website [campamerica.co.uk/privacy](http://campamerica.co.uk/privacy).

62. Consent to your image and any comments, photos and videos uploaded to the Camp America website to be used for marketing purposes.

63. Understand that the law of the State of Connecticut should apply to the Agreement between us and you agree to submit to the jurisdiction of the Connecticut Courts.

A COPY OF ALL TERMS AND CONDITIONS IS ALSO AVAILABLE AT ALL TIMES ON OUR WEBSITES, [WWW.CAMPAMERICA.PL](http://WWW.CAMPAMERICA.PL) (applicants from Poland) and [WWW.CAMPAMERICA.CO.UK](http://WWW.CAMPAMERICA.CO.UK) (applicants from other countries).

## PRIVACY POLICY

**This is to confirm that Camp America takes the security and privacy of our customers very seriously.**

We strive to conform with UK and European Data Protection Legislations and as a division of the American Institute for Foreign Study (AIFS) we conform to the BBBOnline (Better Business Bureau Online) Privacy Program and 'Safe Harbor' privacy principles of AIFS.

We do not share any information with third parties, nor do we collect or retain any information other than that necessary for us to provide our services to you or to retain for legal reasons. We conform to the requirements of the English & Scottish Criminal Record Bureau and once information is no longer required by us for the purposes of placing people on J1 programs in the United States, or informing you of other AIFS programs, any information that we do hold either electronically or on paper is destroyed in secure circumstances.

The only instances in which our policies on privacy will be overridden are when the safety and welfare of the children are at stake. We give the highest possible priority to the safety and welfare of children and will in all circumstances cooperate with police and government authorities in combating any and every attempt to harm or pursue sexual relations with minors.

### How do we use personal information?

We will use your personal information necessary for us to provide our services to you. We do not share any information with unrelated third parties nor do we collect or retain any information other than is required for the provision of our products or services, or for legal reasons. Information collected during the application process, will be

stored securely. Information collected will be securely destroyed if it is no longer required by Camp America.

### Third Parties

Where we engage third party contractors (e.g. airlines, embassies etc.) to perform services for us, those third party contractors may be required to handle your personal information. Under these circumstances, those third party contractors must safeguard this information and must only use it for the purposes for which it was supplied, although we are not responsible for ensuring this.

Other than the above, we will not disclose your personal information without your consent unless disclosure is either necessary to prevent a threat to life or health, authorised or required by law, reasonably necessary to enforce the law or necessary to investigate a suspected unlawful activity.

### On-line application

On-line applications for some AIFS programs may request personal and financial information. Required fields are indicated and acceptance to an AIFS program will depend on this information. AIFS has a secure server to handle credit card information and has implemented appropriate physical, electronic and managerial security procedures in order to protect personal information from loss, misuse, alteration or destruction.

### Security of information

Personal information collected by AIFS and our websites is stored in secure operating environments that are not available to the public. AIFS will protect your personal information no matter where we process or store your data.

### Trans-border data flows

In providing our services to you, it will be necessary for us to forward personal and supportive information to relevant AIFS overseas operations and relevant entities. By submitting your personal data to AIFS, you consent to the transfer of your personal information.

### Changes to our Policy

From time to time, it may be necessary for us to review and revise this Policy. We reserve the right to change our Policy at any time and should this occur, the amendment would be posted on our website.

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