

## Tourist Israel – Hotels Promotion Terms of Use

Dynamic Square Ltd., its subsidiaries and affiliates, d/b/a Tourist Israel (“**Tourist Israel**”) are launching a promotional campaign to provide Benefits to Eligible Users (as such terms are defined below) in accordance with and subject to the terms and conditions hereunder (the “**Promotion**” and “**Promotion Terms of Use**”, respectively), and subject to Tourist Israel’s website and services terms of use, which can be found at <https://www.touristisrael.com/terms-conditions/> (the “**TI Terms & Conditions**”).

### Terms

1. The term “**Free Tour**” means any Tour (as defined in Section 3 to the TI Terms & Conditions) chosen by an Eligible User out of the Applicable Tours (as defined below).
2. The term “**Eligible User**” means any User who made a Reservation and received a Booking Confirmation for a minimum of 2 nights in any of the Hotels (“User”, “Reservation”, “Booking Confirmation” and “Hotel”, as defined in Section 3 to the TI Terms & Conditions). It is hereby clarified that: (i) a User shall become an Eligible User only as of the Hotel’s check-in date defined in the applicable Reservation, and (ii) in the event that a User shall cancel the applicable Reservation, his/her eligibility for the Promotion will be cancelled immediately upon such cancellation.
3. The term “**Applicable Tours**” means any of the following Tours offered on the Site:
  - a. Best of Tel Aviv and Jaffa walking tour - 1 day.
  - b. Jaffa street art.
  - c. Jaffa and Neve Tzedek walking tour.
  - d. Best of Jerusalem Day tour.
  - e. Highlights of Jerusalem morning walking tour.
  - f. Christian Jerusalem Day tour.

### The Benefit

4. Tourist Israel shall provide one Free Tour to any Eligible User (the “**Benefit**”, or “**Benefits**” if plural). It is hereby clarified that: (i) only one Benefit may be redeemed per Eligible User, and the number of persons eligible to participate for free in a Free Tour under a Benefit shall be determined by the room capacity in accordance with the applicable Booking Confirmation of such Eligible User. (ii) a Benefit cannot be converted into cash or another product and/or service of Tourist Israel, and no monetary credit will be granted to an Eligible User other than the Benefit defined herein, and (iii) the Benefits should be redeemed solely according and subject to Section 6 below.
5. The Promotion shall be valid as of 07/08/23 or unless canceled earlier by Tourist Israel (the “**Term**”). Tourist Israel may stop and/or cancel and/or change the Promotion and the Promotion Terms of Use at any time, in its sole discretion, without being required to provide advance notice, including but without detracting from the generality of the above, changing the Term, changing the conditions of entitlement to the Benefits, the Benefits' terms, etc.
6. Once a Reservation has been placed for a minimum of two (2) nights in any of the Hotels, the Eligible User will automatically receive an email regarding the Benefit. The Eligible User shall simply reply to said email with the following information: his/her name, email,

phone number, group size, and the chosen Free Tour (in accordance with Section 1 above) and its date.

### **Miscellaneous**

7. if any of the provisions of these Promotion Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Promotion Terms of Use, so that these Promotion Terms of Use shall remain in full force and effect. The TI Terms & Conditions and these Promotion Terms of Use together constitute the entire agreement between the Eligible User and Tourist Israel with regard to the Benefits and Promotion, and any and all other written or oral agreements or understandings previously existing between the Eligible User and Tourist Israel with respect to the Benefits and Promotion are hereby superseded and cancelled. The terms of these Promotion Terms of Use supersede provisions in the TI Terms & Conditions only to the extent that the terms of these Promotion Terms of Use and the TI Terms & Conditions expressly conflict. Unless expressly amended herein, all provisions of the TI Terms & Conditions remain intact and in full force and effect and shall apply to any User or Eligible User. Tourist Israel's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Tourist Israel of any provision or any right it has to enforce these Promotion Terms of Use, nor shall any course of conduct between Tourist Israel and you or any other party be deemed to modify any provision of these Promotion Terms of Use. These Promotion Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties. These Promotion Terms of Use will be governed by the laws of the State of Israel, without regard to the choice of law provisions thereof. The competent courts located in Tel Aviv-Jaffa, Israel, shall have exclusive jurisdiction for any and all controversies, claims or disputes arising from or relating to the Promotion.