

## ASSURANCE OF VOLUNTARY COMPLIANCE

In the matter of

**AMBASSADORS GROUP, INC.;** and  
**AMBASSADOR PROGRAMS, INC.;**  
in connection with their marketing of  
People to People International programs,

**Respondents.**

The undersigned state and agree as follows:

1. The State of Iowa ex rel. Thomas J. Miller, Iowa Attorney General, enters into this Assurance of Voluntary Compliance ("Assurance" or "AVC") with the above-named Respondents to resolve the Attorney General's concerns with Respondents' compliance with Iowa Code §714.16 (2009), the Iowa Consumer Fraud Act ("CFA"), in connection with Respondents' marketing of travel programs, services and merchandise to Iowa residents.

2. Respondents deny wrongdoing or liability of any kind, but have agreed to enter into this Assurance in order to resolve the CFA compliance issues raised by the Attorney General.

**IT IS THEREFORE AGREED** that Respondents, and each of them, and each Respondent's employees, successors, assigns, and all other persons, corporations and other entities acting in concert or participating with a Respondent who have actual or constructive notice of this AVC shall refrain from violating the CFA. Without limiting the foregoing, this AVC requires that, in connection with the advertising, marketing or sale of travel programs, services, or merchandise to consumers residing in the State of Iowa, Respondents, whether acting individually or in combination:<sup>1</sup>

A. Refrain from stating or implying in or through an advertisement that a person to whom a travel option or opportunity is being offered has been selected to receive such option or opportunity as an honor, as any form of special recognition or based on

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<sup>1</sup> For purposes of this Assurance, "advertisement" and "merchandise" have the meanings set forth in the CFA's definitions. Thus, for example and without limitation, "advertisement" includes any form of solicitation, whether by mail, in person, or otherwise, to induce a person to purchase travel-related goods or services.

outstanding traits, performance or skills, unless the advertising Respondent(s) at the time of such advertisement has documented substantiation that such is the case, and produces such substantiation to the Attorney General within seven days of a written request to do so.

B. Refrain from stating or implying in or through an advertisement that a person to whom a travel option or opportunity is being offered has met any form of restrictive eligibility criteria, unless the advertising Respondent(s) at the time of such advertisement has documented substantiation that such is the case, and produces such substantiation to the Attorney General within seven days of a written request to do so. "Restrictive eligibility criteria" for this purpose are criteria used or purportedly used by a Respondent to determine whether a person to whom a travel option or opportunity is being offered is appropriate for such option or opportunity. By way of example only, such criteria may involve any or all of the following: social maturity, appropriate behavior, leadership skills, academic standards, health standards and genuine interest in the travel option or opportunity in question.

C. Refrain from stating or implying in or through an advertisement that any Respondent is a governmental body or a non-profit entity, or is acting with or through a governmental body in connection with travel options or opportunities, unless the advertising Respondent(s) at the time of such advertisement has documented substantiation that such is the case, and produces such substantiation to the Attorney General within seven days of a written request to do so.

D. Refrain from stating or implying in or through an advertisement that an elected governmental official or governmental representative was or may have been involved in selecting a particular person to whom a travel option or opportunity is being offered, unless (i) the elected governmental official or governmental representative was in fact involved, and the elected governmental official or governmental representative is identified in the advertisement; and (ii) the advertising Respondent(s) at the time of such advertisement has documented substantiation of the facts underlying subparagraph (i) above, including the extent that such elected governmental official or governmental representative was involved, and produces such substantiation to the Attorney General within seven days of a written request to do so.

E. Refrain from stating or implying in or through an advertisement that a teacher, faculty member, coach, administrator (or other person associated with an educational facility), a prior traveler, parent chaperone, family member, friend, or other third party was or may have been involved in recommending or selecting a particular person to whom a travel option or opportunity is being offered, unless (i) such teacher, faculty member, coach, administrator (or other person associated with an educational facility), prior traveler, parent chaperone, family member, friend, or other third party was in fact involved, and is generally identified in the advertisement; and (ii) the advertising Respondent(s) at the time of such advertisement has documented substantiation of the

facts underlying subparagraph (i) immediately above, and produces such substantiation to the Attorney General within seven days of a written request to do so.

Respondents acknowledge that, when used in advertisements to persons to whom a travel option or opportunity is being offered, the following terms, or terms of comparable meaning, could have the capacity to mislead consumers regarding the nature of Respondents' connections to governmental entities or functions, depending upon the context in which such terms are used: "ambassador," "official," "delegation," and "represent the [country, state, city, ...]". Respondents therefore commit to using such terms with care in order to avoid misleading consumers.

**IT IS FURTHER AGREED** that if any Iowa residents complain to one or more Respondents or to the Attorney General regarding the practices addressed in this AVC, Respondents shall promptly so inform the Attorney General's Consumer Protection Division in writing and provide pertinent documents relating to the complaint and efforts to resolve it.

**IT IS FURTHER AGREED** that Respondents shall cooperate with all reasonable requests of the Attorney General for information or documents relating to compliance with this AVC.

**IT IS FURTHER AGREED** that a violation of this AVC is deemed a violation of the CFA for **purposes** of enforcement by the Attorney General.

**IT IS FURTHER AGREED** that, pursuant to Iowa Code §714.16, Respondents pay to the Attorney General, within five (5) business days following execution of this AVC, \$50,000 to be deposited in the consumer fraud enforcement fund referred to in Iowa Code §714.16(C) (2009).

The Undersigned who have the authority to consent and sign on behalf of the Attorney General of Iowa and Respondents hereby consent to the form and contents of the foregoing Assurance of Voluntary Compliance, which is to take effect immediately upon execution by all signatories indicated below.

**AMBASSADORS GROUP, INC.:**

  
For Ambassadors Group, Inc.

Date: 11/24/10

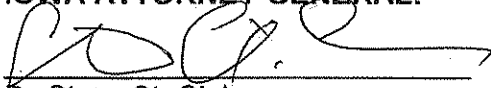
**AMBASSADOR PROGRAMS, INC.:**

  
For Ambassadors Programs, Inc.

Date: 11/24/10

LA2084962.4  
205281-10073

IOWA ATTORNEY GENERAL:



By Steve St. Clair  
Assistant Iowa Attorney General

Date: 12/29/2006

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