

TERMS AND CONDITIONS FOR THE WINTER PROGRAM 2022 AT IÉSEG SCHOOL OF MANAGEMENT

These terms and conditions apply to all services and provisions associated with IÉSEG Winter Program. Your contract incorporates these terms and conditions and by making a booking with us you confirm your acceptance of these Terms and Conditions. The terms and conditions of any and all of the customers and suppliers are hereby voided and have no validity.

In these terms and conditions: “we” or “us” or “our” means IÉSEG Winter Program; “you” or “your” means the relevant Participant(s) named on the application form.

A. ADMISSIONS AND CONCLUSION OF CONTRACT

A.1 ADMISSION REQUIREMENTS

All participants of the Winter Program need to be at least 18 years old on the first day of the program. All participants need to be in one of the following categories:

- Student in an institution of higher education pursuing a degree
- Student who graduated from an institution of higher education in the last 3 years before application

All non-native English speakers will need to proof English language proficiency by showing a copy of an English certificate of B2 level (IELTS, TOEFL IBT, TOEIC, Cambridge Exam or Duolingo). For more information about B2 level European standard: https://eeas.europa.eu/sites/eeas/files/9_languages_common_european_framework_of_reference_en.pdf

A.2 ADMISSION PROCESS

The admission process is as follow:

Step 1: Apply online

Step 2: Submit online the following documents

- Application form
- Copy of your passport (ID page)
- Copy of all your transcripts from higher education level
- English Proficiency test for non-native speakers: TOEFL 90, IELTS 5.5, TOEIC 800, BULATS 65 and Cambridge B2 First, or English letter attesting the level of the student. Native English speakers or candidates who have followed two years of courses taught in English or worked in an English-speaking environment are exempt.
- Authorization for Use of Image, Voice, Performance, Artwork or Likeness

Step 3: Pay the first installment (50% of the total fees) by bank transfer to reserve your place in the program.

In case of cancellation please refer to section C “Cancellation and changes” and D “CANCELLATION CHARGES”.

The application (Step 1 to 3) deadline is December 1st for the winter Program.

Step 4: Receive an email with the admission response

- If you are accepted, you will receive a confirmation email including your acceptance/visa letter
- **If you are not accepted, you will receive an email requesting your bank information as IÉSEG SCHOOL OF MANAGEMENT will reimburse you the first installment**

Step 5: Pay the second installment (50% of the total fees) by bank transfer to secure your place in the program.

The application (Step 4 to 5) deadline is December 15th for the winter program.

All fees must be paid in full no later than one month prior to the beginning of the program the student registered for. If not, the registration will be cancelled, and the place given to another participant.

Late registration is possible against payment of an additional fee. All fees listed are applicable to each participant on an individual basis.

In case of cancellation please refer to section C “Cancellation and changes” and D “CANCELLATION CHARGES”.

For more information: short-term-programs@ieseg.fr

A.3 CONCLUSION OF CONTRACT

As soon as the application form and the first installment (50% of the total fees) are received, the participant will receive a confirmation email. The registration becomes a legal binding by means of this confirmation.

A.4 INSURANCE

The IÉSEG SCHOOL OF MANAGEMENT fees comprise no insurance of any kind.

As the Winter Program is conducted 100% online, no insurance is required for this program.

B. OUR PRICE POLICY, PAYMENT TERMS AND SURCHARGES

B.1 PRICE POLICY

IÉSEG SCHOOL OF MANAGEMENT reserves the right to alter prices shown in any of our brochures or in any literature that we send to you and IÉSEG SCHOOL OF MANAGEMENT will inform you of any price changes prior to the issue of our confirmation email. Once our confirmation email has been issued then, save in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these terms and conditions.

B.2 PAYMENT TERMS

B.2.1 All payments must be made in Euros (€) ONLY.

B.2.2 Payment of the first installment and final payments are to be made by direct bank transfer into our bank account or by credit card online, details of which will be provided to you.

B.2.3 Please note that you are required, to assume all fees associated with such a transfer of funds.

B.2.4 If no full payment is received, a follow-up bill for the missing amount will be issued, which must be paid on the first day of the program at the very latest (depending on the actual amount still owed).

B.3 PROGRAM FEES and information in relation to how to pay for your Program can be found at <https://www.ieseg.fr/programmes/>.

Please note that the Program Fees only include the following:

- Tuition fees:

- All-in class teaching and course materials
- An official IÉSEG SCHOOL OF MANAGEMENT transcript and participation certificate
- Administrative fees

B.3.1 SURCHARGES

Issue of a new transcript or a new certificate	25€
--	-----

B.4 PAYMENT BY A SPONSOR

IÉSEG SCHOOL OF MANAGEMENT accepts payment of your tuition fees by a sponsor (e.g. home university, parents, etc.), but will consider you to be responsible, and therefore liable, for your tuition fees.

IÉSEG SCHOOL OF MANAGEMENT reserves the right to cancel your place and terminate the contract between you and us if your sponsor fails to pay your tuition fees by the required deadline.

C. CANCELLATION AND CHANGES

C.1 CANCELLATION

C.1.1 IF WE CANCEL YOUR REGISTRATION

In the unlikely event IÉSEG SCHOOL OF MANAGEMENT needs to cancel a program the School will tell you as soon as possible. Among other reasons IÉSEG SCHOOL OF MANAGEMENT reserves the right to cancel a program that contain less than 8 participants.

However, IÉSEG SCHOOL OF MANAGEMENT will not cancel your arrangements less than 15 days before the start of the program unless it is for a reason outside our control as provided in clause I.1.

If IÉSEG SCHOOL OF MANAGEMENT must cancel your winter program, the School will:

- cancel your place on the winter program with a refund (see section D. Cancellation Charges)

C.1.2 IF YOU CANCEL YOUR REGISTRATION

If you wish to cancel your registration, you must write to us by email before December 1st, 2022.

IÉSEG SCHOOL OF MANAGEMENT will levy a cancellation charge on the scale shown in the table set out in clause D. These charges are based on the estimated cost of cancelling your arrangements and the expenses and losses we are likely to suffer.

C.2 CHANGES

C.2.1 CHANGES BY IÉSEG SCHOOL OF MANAGEMENT

IÉSEG SCHOOL OF MANAGEMENT hopes and expect to be able to provide you with all the services the School has confirmed to you. However, given the nature of the winter program, you and each Participant are expected to be flexible and accommodate the possibility of alternative arrangements having to be made, even at the last minute and without prior notice. Please note that any published outline programs are a guide only, do not form a contractual obligation on us and may be subject to change.

In most cases any changes will be regarded by us as minor changes.

However, if IÉSEG SCHOOL OF MANAGEMENT considers them a “Significant Change”, the School will endeavor to advise you as soon as reasonably possible. A Significant Change includes, purely by way

of example, a significant change of the winter program arising otherwise than as a result of circumstances beyond our control falling under clause I.1 definition of “force majeure”.

In the case of a Significant Change before or during the winter program, IÉSEG SCHOOL OF MANAGEMENT will:

- cancel your place on the winter program with a refund (see section D. Cancellation Charges).

C.2.2 IF YOU CHANGE YOUR REGISTRATION

If you want to change your registration in any way, you must inform us in writing as soon as possible. IÉSEG SCHOOL OF MANAGEMENT will try to help you, although we cannot guarantee that the School will always be able to do this as changes are subject to availability at the time.

D. CANCELLATION CHARGES

The following table sets out the sums payable to us in the event of cancellation

Example:

Cancellation due to the applicant			
		Before December 1 st	After December 1 st
Cancellation of your registration due to medical reason	Tuition fees	Full refund	Full refund
	Administrative fees	Full refund	No refund
Cancellation of your registration due to any other reason(s)	Tuition fees	Full refund	No refund
	Administrative fees	Full refund	No refund

Cancellation due to IÉSEG SCHOOL OF MANAGEMENT		
Cancellation of your registration due to Significant Change falling under clause I.1	Tuition fees	Full refund
	Administrative fees	No refund
Cancellation of “subject to availability” registrations and similar(s) due to unavailability	Tuition fees	Full refund
	Administrative fees	No refund
Cancellation of your registration due to any other reason	Tuition fees	Full refund
	Administrative fees	No refund

E. LIMITATION OF OUR LIABILITY TO YOU

E.1 IÉSEG SCHOOL OF MANAGEMENT will not be liable where any failure in the performance of the contract is due to:

- E.1.1 you or a relevant Participant; or
- E.1.2 a third party unconnected with the provision of the program arrangements and where the failure is unforeseeable or unavoidable; or
- E.1.3 “force majeure” defined as unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which IÉSEG SCHOOL OF MANAGEMENT or our suppliers, even with all due care, could not foresee or forestall.

E.2 Unless otherwise expressly indicated by us in writing, activities, excursions or other tours that you or individual Participants may choose to book or pay for whilst on the winter program and which are not included in the price of the winter program, are not part of the arrangements provided by us.

For any activity, excursion or other tour that you or individual Participants may book, the contract will be with the operator of the activity, excursion or tour and not with us. IÉSEG SCHOOL OF

MANAGEMENT is not responsible for the provision of the activity, excursion or tour or for anything that happens during its provision by the operator even if a member of our staff accompanies or takes part in the activity, excursion or tour.

E.3 The provisions of clauses E.1 to E.2 inclusive are in addition to any other limitation of liability contained in these Terms and Conditions

E.4 In any case and in addition to the sections above, the liability of IÉSEG SCHOOL OF MANAGEMENT, their directors, officers, employees, affiliates, agents and partners with respect to losses arising from negligence (except where such liability cannot be excluded as a matter of law), breach of contract or otherwise will be limited in all circumstances to the full amount paid to IÉSEG SCHOOL OF MANAGEMENT by the relevant student for this particular program. IÉSEG SCHOOL OF MANAGEMENT will in no circumstances have any liability for indirect or consequential losses or damages.

F. YOUR RESPONSIBILITIES AND THE RESPONSIBILITIES OF PARTICIPANTS

F.1 APPLICATION FORM FOR PARTICIPANTS

Each Participant is required to fill in a form for entry onto the winter program. IÉSEG SCHOOL OF MANAGEMENT reserves the right to cancel any Participant's place on or require a Participant to leave the winter program, even if the winter program has already commenced, and without compensation or repayment of any sums paid should any information on the application form be incorrect.

F.2 SPECIAL REQUESTS

If you or a Participant has a special request, IÉSEG SCHOOL OF MANAGEMENT will do its best to help, but the School cannot guarantee it except as set out below. IÉSEG SCHOOL OF MANAGEMENT promise to comply with any special request which the School has specifically agreed to and confirmed in writing. General confirmation that a special request has been noted or passed on to the supplier or the inclusion of a special request on your Confirmation email or on the acceptance letter or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed in writing all special requests are subject to availability. If any additional cost is applicable, it will either be invoiced to you prior to departure or should be paid for locally.

F.3 DOCUMENTATION

You are responsible for ensuring that what you included in the registration satisfies all of IÉSEG's requirements.

F.4 BEHAVIOUR

F.4.1 All Participants are expected to treat others on the winter program with respect and courtesy, and observe and obey any instructions, directions, advice, rules and regulations given or imposed by us or those organizing any activities.

F.4.2 All Participants will be personally liable for any damages suffered to property or by us or any third party (including loss of business or reputation) in the event of any Participant failing to comply with the terms of this clause F.4 and that, following consultation with the relevant parent or guardian (if applicable), IÉSEG SCHOOL OF MANAGEMENT reserves the right in our absolute discretion to require any Participant to leave the program at no cost to us if that Participant's behavior falls short of the standards expected by us. All rights are reserved by us against such Participant.

G. IF YOU HAVE A COMPLAINT

If any Participant have cause for complaint whilst on the program, you must bring it to the attention of our staff immediately. They will do their best to rectify the situation.

If your complaint is not resolved locally, please follow this up within 28 days of your return home by writing to us by email us at short-term-programs@ieseg.fr giving all relevant information.

H. CONTENTS AND OBJECTIVES OF THE IÉSEG SCHOOL OF MANAGEMENT WINTER PROGRAM

The contents and objectives of the individual courses in the program are available on IÉSEG Winter Program website.

The selection of courses is, in the end, the responsibility of each participant. IÉSEG SCHOOL OF MANAGEMENT therefore urges you to take note of any relevant preconditions or other aspects of a course. Each participant should especially consider whether the contents and objectives of a given course correspond with his/her needs and expectations and whether he/she possesses the necessary qualification for a course.

H.1 QUALITY

IÉSEG SCHOOL OF MANAGEMENT carefully selects its faculty, which must demonstrate adequate competence and experience in its discipline. Furthermore, IÉSEG guarantees that all courses, corresponding to their content, will be carried out in a professional and competent manner and fulfill the stated objectives. Content and quality of all courses, as well as the number of awarded academic credits, is monitored by the Academic Board of IÉSEG SCHOOL OF MANAGEMENT.

H.2 TRANSCRIPT

When a participant fulfills all requirements of a course, he/she receives an official transcript 4 to 6 weeks after the end of the program.

All participants of IESEG Winter Program will receive on the certificate ceremony a certificate of participation in the program he or she attended.

H.3 LOCATION

Unless announced otherwise in advance, all courses are held online via the Zoom conferencing platform.

H.4 ADDITIONAL PROGRAM OFFERINGS

Additional program offerings, booked by participants and beyond that which is offered as part of a given course, are not subject to IÉSEG SCHOOL OF MANAGEMENT liability and can only be offered subject to availability.

I. MISCELLANEOUS

I.1 CHANGES DUE TO CIRCUMSTANCES BEYOND OUR CONTROL (“Force Majeure”)

IESEG SCHOOL OF MANAGEMENT shall be not liable for any failure nor delay in performance under this Agreement to the extent said failures or delays are proximately caused by causes beyond that IESEG SCHOOL OF MANAGEMENT’s reasonable control and occurring without its fault or negligence. Consequently, IESEG SCHOOL OF MANAGEMENT will not be liable to pay any compensation if IESEG SCHOOL OF MANAGEMENT is forced to cancel or in any way change your arrangements as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even with all due care. These include unavoidable technical problems with transport, unavoidable IT problems, war or threat of war, civil strife, industrial disputes, natural disaster, bad weather, epidemic, pandemic (including the effects of the *exceptional government measures*), terrorist activity, or acts of God. Please also note that given the nature of some of the activities on the program these are subject to change or cancellation, often at very short notice and, in particular, as a result of inclement weather.

I.2 COPYRIGHT

IESEG SCHOOL OF MANAGEMENT retain full copyright regarding all materials distributed among participants. All materials or contents thereof may not be copied, sold or used for third parties without explicit prior approval by IESEG SCHOOL OF MANAGEMENT. Each participant receives all documentation and materials only for personal use.

I.3. SEVERABILITY CLAUSE

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

I.4 ACCURACY OF INFORMATION

All specific information supplied in any pre-departure winter program or information pack or on our website is correct at the time of publication. Any other information contained in any marketing or preliminary information is designed to provide a general overview of the types of winter program and activities we undertake and should not be regarded a representation forming part of the contract with you.

I.5 DATA PROTECTION

Personal data about Participants, including names, contact details and any special needs, disabilities or dietary requirements is collected by us. The processing of these personal data will be realized in accordance with the General Data Protection Regulation (EU) 2016/679 and with the French Data Protection and Freedom of Information Act. IESEG SCHOOL OF MANAGEMENT may disclose this information to our service providers (who may be located outside the France) for the purpose of providing you with your trip arrangements. Only information necessary for this purpose will be disclosed to them. Some information, for example relating to religion or health, may be “sensitive personal data” within the meaning of the General Data Protection Regulation and the French Data Protection and Freedom of Information Act. IESEG SCHOOL OF MANAGEMENT needs this information to cater for Participants’ needs, but it is collected on condition that the School has your explicit consent. **Please carefully note that by accepting these Terms and Conditions you give to IESEG SCHOOL OF MANAGEMENT your explicit consent for the processing of such data.** If you do not agree to our use of such information, IESEG SCHOOL OF MANAGEMENT cannot accept your application. From time to time IESEG SCHOOL OF MANAGEMENT may contact Participants by email with

information about further programs at IESEG. If Participants do not wish to receive such information, you should notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which IÉSEG SCHOOL OF MANAGEMENT hold about you.

Any request should be addressed to us at short-term-programs@ieseg.fr giving all relevant information.

I.6 GOVERNING LAW AND JURISDICTION

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of thirty (30) days, then, upon notice by either Party to the other, all disputes, claims, questions, or differences shall be finally settled by litigation. The litigation shall be held in the country of the Party against whom the litigation proceedings are initiated.

This Agreement shall be exclusively governed by and construed in accordance with the laws of France without regard to its principles of conflicts of law. Any dispute, claim or controversy arising under, out of or in connection with or related to this Agreement, including, without limitation, disputes, claims or controversies regarding its existence, validity, interpretation, performance, breach or termination shall be submitted exclusively to the competent Courts of Paris (France).