

TERMS AND CONDITIONS FOR THE WINTER PROGRAM AT IESEG SCHOOL OF MANAGEMENT

IESEG SCHOOL OF MANAGEMENT is an Association under the law of 1901, registered under SIREN number 783 707 052, with registered office at 3 rue de la Digue, 59000 LILLE, hereinafter called "IESEG SCHOOL OF MANAGEMENT". IESEG is recognized as one of France's leading business schools.

These terms and conditions apply to all services and provisions associated with IESEG Winter Program. During the IESEG Winter Program, students will develop their knowledge about various areas of business and management. IESEG offers 4 different courses to choose from in January 2024. Students will be able to select the option that best fits their interests and time zones. Teaching will be conducted fully online. You will find more details about this Winter Program on our website (<https://www.ieseg.fr/en/programs/short-term-programs/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. These terms and conditions take precedence over all other terms and conditions of any customers or suppliers.

In these terms and conditions: "we" or "us" or "our" means IESEG "you" or "your" means the relevant Participant(s) so 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 (in accordance with the terms set out in article A2). 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

IESEG SCHOOL OF MANAGEMENT has a limited number of 30 spots for each Winter Program course.

The admission process is managed through rolling admissions and as follows:

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: IELTS 6.0, TOEFL IBT 90, TOEIC 850, Cambridge Exam B2, Duolingo 105, BULATS 65 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 (provided you can justify it) are exempt.
- Recent CV/Resume

Step 3: Receive an email with the pre-admission decision.

Step 4: Pay the total fees by credit card on the application website to reserve your place in the program. **You have 7 days from the receipt of the pre-admission decision to pay the total fees and confirm your inscription. Otherwise, your spot will be given to another student.**

The application session (step 1 to 4) will close on December 1st for the Winter Program.

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

All fees must be paid in full no later than seven days after the pre-admission decision email as defined in article A.2 step 3 and 4. If not, the registration will be cancelled, and the place given to another participant.

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 payment of the total fee is received, the participant receive a confirmation (admission/visa letter). The registration becomes a legal binding by means of this confirmation. In accordance with French regulations, you have a period of 14 days from reception of the admission letter to exercise your right of withdrawal.

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.

B.2 PAYMENT TERMS

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

B.2.2 Payment of the total fees are to be made by credit card or bank transfer 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.3 PROGRAM FEES and up-to-date information in relation to how to pay for your Program can be found at <https://www.ieseg.fr/en/programs/short-term-programs/winter-program/> .

Please note that the Program Fees only include the following:

- Tuition fees:
 - All 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€
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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 contains less than 8 participants.

However, IÉSEG SCHOOL OF MANAGEMENT will not cancel your registration less than 15 days before the start of the program unless it is for a case of force majeure 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, 2023.

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 registration 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”, otherwise than as a result of circumstances beyond our control falling under clause I.1 definition of “force majeure, the School will endeavor to advise you as soon as reasonably possible.

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).

D. CANCELLATION CHARGES

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

Cancellation due to the applicant*			
		Before December 1st	After December 1st
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

*Not considering article A.3

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 if a program contains less than 8 participants.	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

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 DOCUMENTATION

It is your responsibility to ensure that your application meets IÉSEG's conditions and requirements and that you have sent all the required documents.

F.3 BEHAVIOUR

F.3.1 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. All Participants are subject to the school's internal regulations (accessible on the intranet).

F.3.2 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 its 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. The school reserves the right to take any action against the Participant in order to protect its interests.

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. The 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 IÉSEG Winter Program will receive during the online 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”)

IÉSEG SCHOOL OF MANAGEMENT shall be not liable for any failure nor delay in performance under its obligations to the extent said failures or delays are proximately caused by causes beyond that IÉSEG SCHOOL OF MANAGEMENT’s reasonable control and occurring without its fault or negligence. Consequently, IÉSEG SCHOOL OF MANAGEMENT will not be liable to pay any compensation if IÉSEG 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 any other 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.

I.2 COPYRIGHT

IÉSEG SCHOOL OF MANAGEMENT retains 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 IÉSEG SCHOOL OF MANAGEMENT. Each participant receives all documentation and materials only for personal use and undertakes to follow the school's rules, particularly those relating to cyber security.

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 doesn't bind our School in any way.

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. IÉSEG 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. IÉSEG 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 IÉSEG SCHOOL OF MANAGEMENT your explicit consent for the processing of such data.** If you do not agree to our use of such information, IÉSEG SCHOOL OF MANAGEMENT cannot accept your application. From time to time IÉSEG SCHOOL OF MANAGEMENT may contact Participants by email with information about further programs at IÉSEG. 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. We invite you to read our school's privacy policy on our website (<https://www.ieseg.fr/politique-de-confidentialite/>). Requests to exercise your rights may be made at any time via the online contact form accessible at <https://www.ieseg.fr/formulaire-rgpd/>.

I.6 GOVERNING LAW AND JURISDICTION

In the event of any dispute, claim, question, or disagreement arising from or relating to these Terms and Conditions 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.

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).