

TERMS AND CONDITIONS FOR THE HIGH SCHOOL SUMMER 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" or "IESEG". IESEG is recognized as one of France's leading business schools.

These Terms and Conditions apply to all services and provisions associated with IESEG High School Summer Program.

During the IESEG High School Summer Program, students will develop their knowledge about various areas of business and management. Teaching will be conducted fully on-campus. You will find more details about this High School Summer Program on our website ([High School Summer Program - IESEG \(ieseg.fr\)](http://High School Summer Program - IESEG (ieseg.fr))).

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, and his/her parents or guardian if the Participant is under 18.

A. ADMISSIONS AND CONCLUSION OF CONTRACT

A.1 ADMISSION REQUIREMENTS

You need to be at least 16 years old on the first day of the program. You also need to be registered as a student in a high school institution (10th grade to 12th grade)

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 A.2). 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 limited number of places available:

- 2 weeks program: 40 spots

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

Step 1: Apply online at <https://candidate.ieseg.fr/>.

Step 2: Submit online the following documents

- Application form
- Copy of your passport (ID page)
- Recent CV/Resume
- Copy of all your transcripts from high school level
- English Proficiency test for non-native speakers: IELTS 6.0, TOEFL IBT 90, TOEIC 900, Cambridge Exam B2, Duolingo 115, BULATS 70 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.
- Parental authorization document for minors (under 18 years old) filled in and signed in accordance with the template provided on the application platform.

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

Step 4: Pay the total fees by credit card or bank transfer 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 April 15th for the High School Summer Program.

Step 5: Receive a confirmation email including your acceptance/visa letter and apply for the appropriate visa. Please check: https://france-visas.gouv.fr/en_US/web/france-visas

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, you will 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

As a participant to the IESEG High School Summer Program, you will automatically benefit from the insurance subscribed by IESEG. Each student will be insured as follows:

- Repatriation costs
- Medical expenses
- Civil Liability
- Household insurance

You are responsible for ensuring that all information provided to IESEG SCHOOL OF MANAGEMENT is correct and not misleading.

You are free to subscribe to an additional private insurance if you wish. You are responsible for ensuring that all information provided to any insurance company is correct and not misleading and IESEG SCHOOL OF MANAGEMENT cannot be responsible for any problems that may arise as a result of any policy of insurance becoming invalid as a result of any error or omission in respect of such information. It is your responsibility to ensure that the cover provided is suitable and adequate for the IESEG High School Summer Program and your needs.

B. OUR PRICE POLICY, PAYMENT TERMS AND SURCHARGES

B.1 PRICE POLICY

IESEG 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 IESEG 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 and we particularly draw your attention to clause B.4.1 below in relation to surcharges.

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 HOUSING

As part of the High School Summer Programs, accommodation may be offered as an optional service through independent accommodation partners.

Where a Participant chooses this option, accommodation is provided and managed exclusively by the partner, in accordance with the partner's own terms and conditions. IESEG SCHOOL OF MANAGEMENT does not act as an accommodation provider, intermediary or agent and does not guarantee the accommodation.

At the request of a Participant, IESEG may also communicate the contact details of accommodation partners for information purposes only, in order to facilitate the Participant's arrangements. Such communication shall not constitute a recommendation or an assumption of responsibility by IESEG. Any accommodation arrangements remain under the sole responsibility of the Participant, or of the parent(s) or legal guardian(s) where the Participant is a minor.

IESEG SCHOOL OF MANAGEMENT shall not be liable for any matter relating to accommodation.

B.4 PROGRAM FEES

The Program Fees applicable to the IESEG High School Summer Program are those indicated on IESEG's official website at the time your payment is confirmed : <https://www.ieseg.fr/programmes/short-term-programs/>.

Information regarding how to pay for your Program is also available on the website.

Please note that the Program Fees only include the following:

- Tuition fees:
 - All-in class teaching and course materials
 - Access to all university facilities
 - An official IESEG SCHOOL OF MANAGEMENT transcript and participation certificate
- Housing Package (optional):
 - Accommodation in a Host Family, provided and managed by an independent partner
 - 2 extra-curricular activities to be chosen
 - Insurance valid in France for the duration of the summer program (medical expenses, repatriation, civil liability and household coverage)
- Administrative fees

Unless expressly stated otherwise, the Program Fees do not include:

- Accommodation or housing, unless offered as an optional service;
- Meals, local transportation, or personal expenses;
- Visa costs or administrative fees required by authorities;
- Any optional activities or excursions not expressly listed as included;
- Any insurance other than that referred to in Article A.4.

Participants who wish to book accommodation must do so independently and directly with third-party providers. IESEG is not a party to any accommodation contract and assumes no responsibility for services purchased directly from external suppliers, in accordance with Article E.3.

B.4.1 SURCHARGES

The following surcharges may apply, only when the corresponding service is expressly requested by the Participant, and provided that the service is available at the time of the request:

	Before April 30 th	After April 30 th
Request of an optional housing package ¹	No charge	150€
Registration to extra-curricular activity without a housing package.	30€ (half day activity) 60€ (full day activity)	
Issue of a new transcript or a new certificate		50€

¹Subject to availability

All surcharges are fixed, inclusive of taxes, and are payable at the time the corresponding service is requested.

Surcharges are not refundable, unless otherwise required by law or unless the requested service cannot be provided due to reasons attributable to IESEG.

B.5 PAYMENT BY A SPONSOR

IESEG 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 and other charges.

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

B.6 SUSPENSION OF ISSUANCE OF ACADEMIC DOCUMENTS

- **Payment Obligation:** The student agrees to meet their financial obligations to IESEG SCHOOL OF MANAGEMENT, including but not limited to tuition fees, administrative fees, housing and other charges incurred under the terms of this agreement.
- **Suspension of the Issuance of Transcripts:** In the event of full or partial non-payment of the amounts owed by the student by the agreed-upon due date, the institution reserves the right to withhold the issuance of any academic documents, including, but not limited to, transcripts and certificates of completion.
- **Prior Notification:** Before implementing the suspension of academic documents, the institution will notify the student by email, granting them 7 days to settle their financial situation. If the situation is not resolved within the given time frame, the sanctions described above will be applied.

C. CANCELLATION AND CHANGES

C.1 CANCELLATION

C.1.1 IF WE CANCEL YOUR REGISTRATION

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

However, IESEG SCHOOL OF MANAGEMENT will not cancel your arrangements less than 15 days before the start of the program unless it is for a case of Force Majeure as provided in clause J.1.

If IESEG SCHOOL OF MANAGEMENT must cancel your summer program, the School will:

- if available, provide a place in another summer program
- if available, the program will be taught online
- cancel your place on the summer 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 May 1st.

IESEG 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 IESEG SCHOOL OF MANAGEMENT

IESEG SCHOOL OF MANAGEMENT hopes and expects to be able to provide you with all the services the School has confirmed to you. However, given the nature of the summer 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 IESEG SCHOOL OF MANAGEMENT considers them a "Significant Change", otherwise than as a result of circumstances beyond our control falling under clause J.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 Summer Programs, IESEG SCHOOL OF MANAGEMENT will:

- cancel your place on the summer 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 an email as soon as possible. IESEG 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. Even if the change can be made, it will entail additional costs.

D. CANCELLATION CHARGES

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

Example:

	Before May 1st	After May 1st	After May 15th
Cancellation of your registration due to visa denial or medical reason	90% refund	70% refund	30% refund

Cancellation of your registration due to any other reason(s)	90% refund	No refund	No refund
--	-------------------	------------------	------------------

*Not considering article A.3

	Before May 1st	After May 1st	After May 15th
Cancellation of the optional housing package due to any other reason	90% refund	No refund	No refund

Cancellation of your registration due to Significant Change falling under clause C.2.1	Full refund
Cancellation of "subject to availability" registrations and similar(s) due to unavailability	80% refund
Cancellation if a program contains less than 8 participants	
Cancellation of your registration due to any other reason	80% refund

E. LIMITATION OF OUR LIABILITY TO YOU

E.1 IESEG 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 IESEG SCHOOL OF MANAGEMENT or our suppliers, even with all due care, could not foresee or forestall.

E.2

IESEG SCHOOL OF MANAGEMENT does not provide accommodation as part of the High School Summer Program and is not an intermediary for any accommodation provider.

Any housing or third-party services booked independently by Participants:

- are not part of the Program,
- are governed solely by the contract between the Participant and the external provider,
- and fall entirely outside IESEG's responsibility.

IESEG cannot be held liable for the performance, safety, or quality of such independently contracted services.

E.3 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 IESEG High School Summer Program and which are not included in the price of the IESEG High School Summer 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. IESEG 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.4 The provisions of clauses E.1 to E.3 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

You are required to fill in a form for entry onto the IESEG High School Summer Program. IESEG SCHOOL OF MANAGEMENT reserves the right to cancel your place or require you to leave the IESEG High School Summer Program, even if the High School Summer 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 have a special request, IESEG SCHOOL OF MANAGEMENT will do its best to help, but the IESEG SCHOOL OF MANAGEMENT cannot make any guarantees except as set out below. IESEG SCHOOL OF MANAGEMENT will do its best to comply with any special request which the IESEG SCHOOL OF MANAGEMENT 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 are including in the registration satisfy all passport and visa requirements. IESEG SCHOOL OF MANAGEMENT accepts no responsibility for any refusal of travel or entry into any destination or for any liabilities, losses, delays, or expenses incurred through any irregularity in such documentation. If you have any queries about documentation, you must raise them with us well in advance of the summer program commencing. Any information provided by us regarding travel documentation is given in good faith but without responsibility on our part.

F.4 BEHAVIOUR

F.4.1 IESEG SCHOOL OF MANAGEMENT will do its best to provide advice to you on health, safety and security matters before and whilst on the IESEG High School Summer Program and provide reasonable supervision whilst you are undertaking activities and expect you to behave responsibly in relation to your own safety and security and that of others on the program.

F.4.2 You are expected to treat others on the High School Summer programs with respect and courtesy, and observe and obey any instructions, directions, advice, rules, and regulations given or imposed by IESEG or those organizing any activities. You are also subject to the school's internal regulations (accessible on the intranet).

F.4.3 You are personally responsible for your actions and behavior; you are liable for any damages against IESEG, its staff, its property 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), IESEG SCHOOL OF MANAGEMENT reserves the right in its absolute discretion to require you to leave the program at no cost to us if your

behavior falls shorts of the standards expected by us. The school reserves the right to take any action against you to protect its interests.

F.4.4 You will be hosted by a host family. Therefore, you will need to comply with the host family's household rules. You will be observing a curfew during your stay, and you will need to be present at the host family at the time indicated. From Sunday to Thursday the curfew will be at 10PM (French time) and on Friday and Saturday at 11PM (French time).

Any failure to the above rules will result in your exclusion from the program and host family. You will need to make your own arrangements to go back to your home country. No refund will be granted.

G. LEGAL MINOR RESPONSIBILITY

Parents or guardian recognize that they have read the Parental authorization document for minors (under 18 years old) and that their signature is mandatory and required for the minor's participants in the IESEG High School Summer Program.

The Parents authorize the School to take and/or authorize in good faith all decisions which the School considers on proper grounds to safeguard and promote the participant's welfare.

Except in the case of fault or negligence on its part, IESEG is not responsible for damage suffered by parents and/or Participants in the event of an accident, nor is the School responsible for loss of or damage to property. The School declares that it has taken out the insurance required by law. All other insurance is the responsibility of the parents, including insurance of the participant's personal property or cash during the High School Summer Program or on the way to or from the School or during any off-site School activity. The School is not responsible for any cash the participant may bring with them and recommends that all participants use credit cards.

H. IF YOU HAVE A COMPLAINT

If you 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 at short-term-programs@ieseg.fr giving all relevant information.

I. CONTENTS AND OBJECTIVES OF THE IESEG SCHOOL OF MANAGEMENT HIGH SCHOOL SUMMER PROGRAM

The contents and objectives of the individual courses in the program are available on IESEG Summer Programs website.

The selection of courses is, in the end, your responsibility. IESEG SCHOOL OF MANAGEMENT therefore urges you to take note of any relevant preconditions or other aspects of a course. You should especially consider whether the contents and objectives of a given course correspond with your needs and expectations and whether you possess the necessary qualification for a course.

I.1 QUALITY

IESEG SCHOOL OF MANAGEMENT carefully selects its faculty, which must demonstrate adequate competence and experience in its discipline. Furthermore, IESEG 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 IESEG SCHOOL OF MANAGEMENT.

I.2 TRANSCRIPT

When a participant fulfills all requirements of a course, they receive an official transcript 4 to 6 weeks after the end of the program.

The participant will receive at the certificate ceremony a certificate of participation for the program attended.

I.3 LOCATION

Unless announced otherwise in advance, all courses are held in one of the campus facilities of the IESEG SCHOOL OF MANAGEMENT on our Paris Campus. Relocation to a non-university site, due to unexpected unavailability of space, may occur under certain circumstances.

I.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 IESEG SCHOOL OF MANAGEMENT liability and can only be offered subject to availability.

J. MISCELLANEOUS

J.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 Terms and Conditions 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, and which constitute an event of force majeure within the meaning of Article 1218 of the French Civil Code.

Such force majeure events are unusual and unforeseeable circumstances, the consequences of which could not have been avoided even with all due care, and which prevent or significantly hinder the performance of IESEG’s obligations.

These may include, but are not limited to, unavoidable technical problems with transport, unavoidable IT systems, war or threat of war, civil strife, industrial disputes, natural disaster, adverse weather conditions, epidemics or pandemics (including the effects of the *exceptional government measures*), terrorist activity or major security incidents.

Consequently, IESEG SCHOOL OF MANAGEMENT shall not be liable to pay any compensation if IESEG is forced to cancel or modify the Program or any related arrangements as a result of such circumstances.

Where the force majeure event is temporary, the performance of the affected obligations shall be suspended for the duration of the event. Where the force majeure event results in a permanent impediment to performance, the affected obligations may be terminated and IESEG shall refund any sums paid for services not performed, without further liability.

Please also note that, given the nature of some of the activities on the Program, these may be subject to change or cancellation, often at very short notice and, in particular, as a result of inclement weather.

J.2 COPYRIGHT

IESEG 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.

J.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.

J.4 ACCURACY OF INFORMATION

All specific information relating to the IÉSEG High School Summer Programs and provided to Participants prior to registration is accurate at the time it is communicated. The information published on IÉSEG SCHOOL OF MANAGEMENT's website or contained in brochures, information packs or other communication materials may be subject to updates or changes and is provided for information purposes only.

Only the information expressly confirmed to the Participant at the time of registration and forming part of the confirmation of enrolment shall have contractual value.

Any other information contained in any marketing or preliminary information is designed to provide a general overview of the types of Short-Term Programs and activities we undertake and should not be regarded a representation forming part of the contract with you.

J.5 DATA PROTECTION

IÉSEG SCHOOL OF MANAGEMENT acts as the data controller for the processing of personal data collected from Participants.

Personal data about Participants, including names, contact details and any special needs, disabilities or dietary requirements is collected by IÉSEG SCHOOL OF MANAGEMENT. The processing of such personal data is carried out in accordance with the General Data Protection Regulation (EU) 2016/679 and with the French Data Protection and Freedom of Information Act.

Personal data are processed for the purposes of managing applications, academic and administrative organization of the Program, compliance with legal and safety obligations, and, where applicable, the welfare of Participants.

IÉSEG SCHOOL OF MANAGEMENT may disclose personal data to its service providers (who may be located outside the France), strictly to the extent necessary for the organization and delivery of the Program. Only data required for these purposes will be disclosed.

Where personal data are transferred outside the European Union, appropriate safeguards are implemented in accordance with applicable data protection laws.

Some information, in particular data relating to religion, health, disabilities, or dietary requirements, may constitute special categories of personal data within the meaning of the General Data Protection Regulation.

Such data is collected and processed only where necessary and, where required, on the basis of the Participant's explicit consent, in order to properly accommodate individual needs.

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.

Participants 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 holds about you.

Requests to exercise these rights may be made at any time via the online form available at: <https://www.ieseg.fr/formulaire-rgpd/>.

Further information is available in IÉSEG SCHOOL OF MANAGEMENT's Privacy Policy: <https://www.ieseg.fr/politique-de-confidentialite/>.

J.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.

These Terms and Conditions 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 the Terms and Conditions, including, without limitation, disputes, claims or controversies regarding its existence, validity, interpretation, performance, breach or termination shall fall within the jurisdiction of the competent courts within the jurisdiction of the Paris Court of Appeal, without prejudice to the Participant's right to choose another competent jurisdiction in accordance with applicable law and the principles of private international law.