



GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN THE CHINAMED BUSINESS PROGRAM (IN FORCE AS OF JANUARY 27TH, 2020)

These terms contain important information concerning your participation in the ChinaMed Business Program (the “**Program**”), represented for the purposes hereof by the Torino World Affairs Institute (T.wai). We encourage you to take time to read them before accepting a place at the program and to contact T.wai for any clarification on the contents hereof.

Below are the terms and conditions applicable to the application process and your participation in the Program. Such terms and conditions are legally binding upon acceptance of an offer to join the Program, thereby forming a legally enforceable agreement with us.

I. General provisions

The Program is promoted by the TOChina Hub, a partnership between the University of Torino, ESCP Business School and the Torino World Affairs Institute, in cooperation with select world-class universities, institutions and academic partners. The Program is officially registered and hosted by Peking University. The members of the scientific committee and the directors in charge of the Program (the “**Program Organisers**”) are senior scholars from the aforementioned institutions.

II. Application

Application for participation in the Program is to be made online using the form provided on the website www.chinamedbusiness.eu. Submitting an application does not result in legal entitlement to participate in the Program. Applications are assessed according to the admittance criteria in force at any given time (e.g., academic background, professional experience, personal motivation) and will be processed in the order in which they are received. The Program Organisers reserve the right to rank applications regardless of the order in which they are received, in order to ensure the most effective composition of the class. Decisions regarding applications will be indisputable and non-appealable.

In making an application, the applicant (the “**Applicant**”) gives explicit consent for his/her personal details to be subjected to computerized processing and exchanged with persons involved in the organization of the Program. Personal details will be processed by the Program Organisers in accordance with all applicable privacy and data protection laws and regulations. No data will be disclosed to third parties, nor used for commercial purposes unrelated to the ChinaMed Business Program.

III. Enrolment

Each Applicant will be informed about the results of the selection for the Program within eight weeks of applying. Those admitted will receive further communication on how to proceed with their enrolment. The final composition of the class will be confirmed no later than six weeks before the start of the program.

IV. Participation fees and services

a. Participation fees

Fees apply for the participation in the Program. The amount of these fees is stated on the website of the CMBP (the “**Fees**”). Such Fees are to be paid in accordance with the agreement between T.wai and the participant. Fees include tuition fees, teaching materials, transfers

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within China, and access to Peking University campuses across three cities. Participation fees do not include any other services or activities. Participants will bear all remaining costs, relating *inter alia* to:

- air tickets to/from China;
- accommodation in China, for which the Program Organisers will offer detailed guidance;
- visa for China;
- meals and entertainment;
- compulsory insurance policy.

b. Place confirmation and contract conclusion

In case of positive assessment of the application, the Applicant will be offered a place in the program through an admission letter. Upon receipt of the admission letter the Applicant will have fourteen (14) days to accept the offer by providing a written confirmation via email and paying a deposit of EUR 800,00 (eight hundred euro) (the “**Deposit**”). The Deposit is payable within fourteen (14) days from the receipt of the confirmation letter and is fully counted as part of the payable Fees. The Applicant will be considered as formally admitted to the Program only after the acceptance of the offer and the payment of the Deposit in due time. An acknowledgment of the admission will be provided and from such moment the Applicant will be formally considered as a “Participant” in the Program.

The Deposit will not be refundable other than in the circumstances indicated in Section V below.

c. Visas

Barring a relocation of the Program to the Euro-Mediterranean region due to exceptional circumstances, CMBP will take place in the People’s Republic of China. After completing the admission procedures, the Participant will receive all relevant documents to apply at the closest Chinese embassy/consulate/visa center in his/her country of residence for a student visa for short-term study programs in China. Once the supporting documentation is provided by the Program Organisers, the Participant will be solely responsible for obtaining the visa on time to participate in the Program.

d. Insurance

The Participant will subscribe an appropriate medical insurance policy covering all medical costs the Participant may have to bear in the People’s Republic of China throughout the duration of the Program. Evidence of such policy will be provided by the Participant at least two weeks before the beginning of the Program. Failure to provide evidence of insurance coverage will result in the Applicant being excluded from the program and no refund will be due. It is recommended that Applicants seek an insurance package that guarantees advanced payment for emergency treatment as opposed to ex-post reimbursement.

e. Attendance and award of the certificate

The certificate of attendance of the Program (the “**Certificate**”) is awarded only in case of attendance to all the modules of the Program and satisfactory conduct by the Participant in and out of class for the duration of the Program. Certificates will be awarded during the closing ceremony of the Program.

V. Withdrawal, termination and cancellation

a. General provisions

Withdrawals are only effective if made in writing via email to the address businessprogram@tochina.it. The Program represents a comprehensive and indivisible academic offer. As a result, Participants will not be entitled to (i) select the modules in which

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to participate, (ii) miss more than one day of classes per each module (other than due to *force majeure*), and (iii) receive the Certificate in case of negative marks by lecturers of more than a module.

b. Withdrawal

Participants who withdraw from the program no later than forty (40) days before the day of the opening ceremony (July 17th, 2020) will have their fees reimbursed with the exception of the Deposit (800,00 euro), which will be withheld to cover administration costs. Participants who withdraw within forty (40) days before the start of the program will receive reimbursement of fifty percent (50%) of the paid Fees (including the Deposit). Participants justifying their withdrawal with exceptional medical conditions or other extraordinary circumstances, for which official written evidence is provided, may be entitled to withdraw by forfeiting the Deposit only. The Program Organisers reserve the exclusive and non-appealable right to accept the relevant request.

If a Participant withdraws after the start of the Program, no reimbursement of the Fees will be granted under any circumstances.

c. Cancellation of the Program by the Program Organisers

The Program Organisers leverage world-class professional expertise and a decade-long experience in the realm of international education in China. Participants will be requested to sign a standard release and waiver of responsibility before the start of the program, accepting ordinary and extraordinary risks linked to the participation in the Program. The Program Organisers will not be liable or responsible for failure to perform in connection with the provision of any services due to causes beyond their reasonable control, including but not limited to: fire, natural disasters, acts of government, labor disputes or civil unrest, criminal, terrorist or threatened terrorist activities of any kind, public health emergencies, negligent or willful acts or failure to act by any third party, or any other unforeseeable cause beyond the direct control of the Program Organisers.

The Program Organisers reserve the right to cancel the Program due to factors beyond their control that might affect the safety and well-being of the staff and Participants. Such motivated cancellation will be notified in writing. Should the Program Organisers be forced to cancel the Program earlier than June 17th, 2020, Participants will be entitled to full reimbursement of all sums paid towards the Fees, including Deposit, but no additional compensation will be due for other expenses meanwhile incurred into by Participants. Should the Program Organisers be forced to cancel the Program at a later date, Participants will be offered reimbursement of tuition fees with the exception of costs sustained by the Program Organisers for the set-up of the program. In this instance, Participants will have the right to request, *in lieu* of the reimbursement of the Fees, to participate to the following edition of the Program or to other programs run by the TOChina Hub and the share of the Fees already paid will be used toward such participation.

UPDATE: Exceptional situation caused by the outbreak of the coronavirus pneumonia infection in China (2019-nCoV)

In light of the current Public Health Emergency of International Concern (PHEIC) declared by the World Health Organization, the CMBP Organisers are constantly monitoring the situation that has been developing in China in order to ensure that the program is carried out in conditions of full safety for participants, staff and faculty members. At the time of drafting these General terms and conditions, the CMBP is still set to be organized in Beijing, Chongqing and Shenzhen from July 17th to August 28th, 2020. Nonetheless, changes may occur in the upcoming weeks, leading to the Program being re-located to the Euro-Mediterranean region, or suspended. Applicants who have already completed the selection process and have accepted a place in the Program will be constantly updated about any major changes in the

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organization of the Program. Should the Program Organisers be unable to confirm the Program in its original form, and to arrange for a suitable alternative, the Participants will be entitled to reimbursement of all sums paid towards the Fees, while no additional compensation will be due for other expenses meanwhile incurred into by Participants.

VI. Changes to services

The range of services of the Program is subject to long-term planning and constant quality monitoring. Securing consistent high quality requires continuous adjustments, which is why the Program Organisers reserve the right to develop the Program and make minor changes to the academic offer that, in the Program Organisers' indisputable opinion, are necessary or advisable (*e.g.*, changes to contents, schedule, lecturers, partners, class, company visits).

Such adjustments may take place on short-term notice and do not entitle the Participants to withdraw from the Program and/or demand a reduction of the Fees or any form of compensation.

VII. Exclusion from participation

In case of failure by the Participant to attend classes, participate actively, follow the instructions by the Program staff, comply with local laws and regulations and more in general behave in an appropriate manner, the Program Organisers reserve the right to expel the Participant and/or refuse to award the certificate. In such circumstances the Participant will not be entitled to any reimbursement of the Fees.

VIII. Photography and film material

By accepting these General Terms and Conditions, the participant accepts that T.wai and the Program Organisers can freely use all photography, film and sound material that has been created by CMBP staff during the program which contains the Participant, without asking further approval from the participant. The participant also accepts that T.wai can freely use photography, film and sound material that the Participant has submitted to social networks, such as Instagram, LinkedIn, Twitter and Facebook, under hashtag invented or promoted by CMBP. It remains understood that such use will be limited to the advertisement and/or marketing of the Program or other academic initiatives by the Program Organisers, with the exclusion of any broader commercial use.

IX. Governing Law

This agreement shall be governed by the laws of Italy, without regard to conflict of law provisions. Any dispute or claim arising out of, or in connection with, this agreement must be resolved by a court located in Italy.

CONTACT ADDRESS:

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