



**GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN THE
CHINA MED BUSINESS PROGRAM
(APPLICABLE TO THE 2021 ONLINE EDITION)**

These terms contain important information concerning your participation in the 2021 online edition of 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 carefully before accepting a place at the program and to contact us 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 Peking University and other universities, institutions and academic partners. Such institutions designate the members of the scientific committee and the directors in charge of the various areas of the Program (the “**Program Organisers**”).

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, it remaining understood that the Program Organisers reserve the right to rank applications regardless of the order in which they are received, in order to achieve a didactically meaningful balance of students for the program involved. Any decision will be final, indisputable and non-appealable.

In making an application, the applicant (the “**Applicant**”) gives explicit consent for their data to be subjected to computerised processing and exchange with persons involved in the organization of the Program, which data will be processed by the Program Organisers in accordance with all applicable privacy and data protection laws and regulations.

III. Enrolment

Each Applicant will be informed about the results of the selection for the Program in a timely manner. 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 two weeks before the official opening 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 CMBP website (the “**Fees**”). Such Fees are to be paid in accordance with the agreement between T.wai and the participant. Fees **include** tuition fees and teaching materials. Fees do not include any other service or activity.

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b. Seat confirmation and contract conclusion

In case of positive assessment of the application, the Applicant will be offered a seat in the program through an official admission letter. Upon receipt of the admission letter, the Applicant will have 14 (fourteen) days to accept the offer by providing a written confirmation via email and paying the Fees in full. The Applicant will be considered as formally admitted to the Program only after acceptance of the offer and the payment of the Fees in due time. An acknowledgment of the admission will be provided in due course and from such moment the Applicant will be formally considered as a “Participant” in the Program.

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

c. 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 during the duration of the Program. Certificates will be jointly awarded by the TOChina Hub and Peking University at the end 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 to participate, (ii) miss more than one day of classes per each module (other than for a valid reason), and (iii) receive the Certificate in case of negative marks granted by lecturers of more than a module.

b. Withdrawal

Participants who withdraw from the Program no later than 20 (twenty) days before the day of the opening session (July 19, 2021) will receive reimbursement of 80% (eighty percent) of the paid Fees, with 20% (twenty percent) of the Fees which will be withheld to cover administration costs. Participants who withdraw within 20 (twenty) days before the start of the Program will receive reimbursement of 50% (fifty percent) of the paid Fees. 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 only 20% (twenty percent) of the paid Fees. The Program Organisers reserve the exclusive and non-appealable right to accept the relevant request.

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

c. Cancellation by the Program Organisers

The Program Organisers will do all in their power to organize the Program. The Program Organisers will not be liable or responsible in the 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, labour disputes or civil unrest, criminal, terrorist or threatened terrorist activities of any kind, public health emergencies, negligent or

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wilful 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 if a minimum number of participants (*i.e.* 30) is not achieved. Such cancellation will be made in writing and will be motivated and, if made earlier than July 5, 2021, the Participants will be entitled to a reimbursement of all sums paid but no additional compensation will be due. In case of later cancellation, part of the Fees may be retained due to Program Organisers' commitments toward third parties, it remaining understood that in any event the Participants will have the right to request, *in lieu* of the reimbursement of the Fees, to participate in the following edition of the Program and the Fees already paid will be used for such participation.

VI. Changes to services

The range of services of the program is subject to long-term planning and constant quality monitoring. Securing consistently 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, at the Program Organisers' indisputable opinion are necessary or advisable (*e.g.*, changes to contents, schedule, lecturers, partners).

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 the classes, participate actively, follow the instructions by the Program managers and behave in an appropriate manner, the Program Organisers reserve the right to expel the Participant and/or refuse to award the certificate. In such circumstance 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 student 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 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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