

## General Terms and Conditions

This study mission (“Mission”) is subject to the following terms and conditions:

### **1. Acceptance**

CED SCHOOL OF BUSINESS may in its absolute discretion accept or reject the Application without providing any reasons.

### **2. Payment**

- a) Upon submission of Application, the Applicant shall pay to CED SCHOOL OF BUSINESS the Participation Fee.
- b) If the Application is rejected, CED SCHOOL OF BUSINESS will refund to the Applicant without interest.
- c) When the Application is accepted by CED SCHOOL OF BUSINESS, the Applicant will become a Participant. If the Participant subsequently wishes to withdraw participation, he/she may do so by notice in writing to CED SCHOOL OF BUSINESS prior to the departure date of the Mission according to the number of days prescribed in the pamphlet for the Mission whereupon the Participation Fee may be refunded subject to the deduction of any costs already paid by CED SCHOOL OF BUSINESS which are otherwise unrecoverable through CED SCHOOL OF BUSINESS's service providers. An administration fee as prescribed in the pamphlet for the Mission will be charged to the Participant.
- d) The Participant shall settle the hotel directly all additional charges incurred by them at the hotel when they check out from the hotel, if applicable.
- e) No interest will be payable by CED SCHOOL OF BUSINESS in respect of any refund amounts to the Participant.

### **3. Termination Policy**

- a) Without prejudice to CED SCHOOL OF BUSINESS's other rights and remedies, CED SCHOOL OF BUSINESS has the right to terminate the Participant's right to participate in the Mission on the occurrence that the Participant violates any of the terms or requirements contained in these Conditions.
- b) The Participant's right to participate in the Mission shall automatically terminate in the event that all or most of the Participants are refused entry visa or entry permit to the country or place where the Mission shall be held by any competent authorities.
- c) In the event that the Participant's right to participate in the Mission is terminated, the Participation Fee will not be refunded to the Participant and any expenses incurred by CED SCHOOL OF BUSINESS for an on behalf of the Participant prior to such termination and all other expenses reasonably incurred by CED SCHOOL OF BUSINESS as a consequence of such termination shall be paid on demand by the Participant to CED SCHOOL OF BUSINESS.
- d) CED SCHOOL OF BUSINESS reserves the right to terminate the Participant's right to participate or continue to participate in any future Mission if the Participant is found to have committed any act including but not limited to failing to respect the intellectual property rights of any other party, non-compliance with product safety, environmental laws and/ or any other act which, in the sole opinion of CED SCHOOL OF BUSINESS, might damage the reputation and/ or image of Hong Kong, the industries, the Mission, CED SCHOOL OF BUSINESS, or the Participant has done or failed to do any act which CED SCHOOL OF BUSINESS, in its absolute discretion decides that such right shall be terminated.

### **4. Cancellation and/ or Changes**

- a) CED SCHOOL OF BUSINESS reserves the right in any circumstances to cancel the Mission, for example because of an insufficient number of Participants or for whatever reason. If CED SCHOOL OF BUSINESS cancels the Mission, then save for an event set out in clause 4(e) below, CED SCHOOL OF BUSINESS's liability shall be limited to the amount of the fee actually paid by the Participant for that Mission.
- b) The dates, the visits and itinerary of the Mission may be subject to change without prior notice. CED SCHOOL OF BUSINESS reserves the right to use alternative accommodation, tours and transport to those stated in the Mission's promotional leaflets.
- c) Fees may be subject to changes, including without limitation surcharges, airfare, fuel or tax increases and currency fluctuations. CED SCHOOL OF BUSINESS reserves the right to charge Participants for all additional costs arising from such changes.
- d) Fees paid are not refundable on any unused part of the Mission or in the event that a Participant cancels participation in the Mission for any reason. Prior to the commencement of a Mission, CED SCHOOL OF BUSINESS may at its sole discretion accept a substitute nominated by the Participant to attend the Mission on his or her behalf, or accept request for change in departure/ return dates or transport arrangements, subject to the payment of any additional fees and charges that may be incurred by CED SCHOOL OF BUSINESS in agreeing to such a substitute or change.
- e) CED SCHOOL OF BUSINESS shall not be liable to any Participant for any delay, non-performance of services, loss or damage arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war,

terrorist attacks, fire, flood, earthquake, storm, tsunami, embargo, explosion or civil commotion. In such an event, CED SCHOOL OF BUSINESS reserves the right, at its sole discretion, to:

- i. postpone the Mission and/ or alter the dates and itinerary of the Mission as necessary without any refund due to the Participant; or
- ii. cancel the Mission and offer Participants a refund subject to the deduction of any costs already paid by CED SCHOOL OF BUSINESS which are otherwise unrecoverable through CED SCHOOL OF BUSINESS's service providers.

**5. Exclusion of Liability**

- a) CED SCHOOL OF BUSINESS shall not be liable for any loss, damage or personal injury howsoever suffered by or caused to the Participant or his/her officers, representatives, agents, employees or any third party, or other property in the course or in relation to the Mission, unless such loss, damage or personal injury shall be caused by any breach by CED SCHOOL OF BUSINESS.
- b) CED SCHOOL OF BUSINESS assumes no responsibilities for any introduction or transaction made between the Participant and any third party during or as a result of the Mission.
- c) The Participant shall be responsible for his/her own visa arrangements. In the event that a Participant is refused entry into any country on a Mission, CED SCHOOL OF BUSINESS shall not be liable for any loss of damage suffered.
- d) The Participant shall be responsible for effectuating all insurance coverage necessary in connection with his/her participation in the Mission including but not limited to insurance in respect of his/her other property and himself/herself (including travel and medical insurance).
- e) The Participant undertakes to indemnify and at all times hereafter to keep indemnified CED SCHOOL OF BUSINESS from an against all liabilities, actions, proceedings, claims, damages, costs and expenses whatsoever which he/she may suffer or incur by reason of or in relation to any act, omission or default by the Participant or his/her officers, representatives, agents and employees in the course of or in relation to the Mission.

**6. General**

- a) The Application Form and the Conditions embody and set out the entire agreement and understanding of the parties and supersede all prior oral or written agreements, understandings or arrangements between CED SCHOOL OF BUSINESS and the Applicant relating to the Mission.
- b) CED SCHOOL OF BUSINESS reserves the right to alter and amend any of these Conditions and to issue additional rules and regulations (including but not limited to the Participant's manual) at any time it considers necessary for the orderly operation of the Mission. The amended Conditions and the additional rules and regulations shall be sent to the Participant and become effective immediately. The Participant will be deemed to have notice of the same and have accepted the amended Conditions and the additional rules and regulations. The Participant acknowledges that CED SCHOOL OF BUSINESS shall have the right to interpret these Conditions, additional rules and regulations together any amendments thereof. All interpretations of these Conditions, any additional rules and regulations, and any amendments thereof by CED SCHOOL OF BUSINESS shall be final and binding on the Participants.
- c) These Conditions shall be governed by the laws of The Hong Kong Special Administrative Region only.