

## GENERAL TERMS AND CONDITIONS

**Art. 1** – The premises are an integral part of this contract and the parties declare that they have taken full knowledge of it and fully approve it.

**Art. 2 - Benefits to which the Student is entitled.** The benefits to which the Student is entitled are exclusively those indicated in this contract under the heading "the participation fee includes", as well as those relating to the optional components and ancillary services requested by the Student at the time of signing this contract.

If the conditions so require, the meetings scheduled in the program with the experts can take place online with a remote connection.

**Art. 3 – Payment methods.** The delay in payment, when it lasts for more than 7 days with respect to the original due date, ipso facto entails the application of a penalty of €180 for each agreed deadline; if the delay exceeds 15 days, the contract is considered terminated by law and the provisions of art. 6 of this contract are applied.

**Art. 4 – Withdrawal.** The Student has the right to withdraw, without indicating the reasons and without penalties, within fourteen days from the date of conclusion of this contract, by registered letter with acknowledgment of receipt to be sent to Diplomatici srl, Via Duca degli Abruzzi 180, 95126 Catania and to be sent in advance by email to the address [admin@cwmun.org](mailto:admin@cwmun.org).

Within the terms and in the manner referred to in the previous paragraph,

the Student informs Diplomatici of his/her decision to exercise the right of withdrawal, consequently sending an explicit declaration of the will to withdraw from the contract.

Diplomatici will then provide the full refund of the amount paid by the Student within fourteen days from the date on which the registered letter arrives at the postal address indicated in paragraph 1 of this article.

After fourteen days from the date of conclusion of the contract, the Student can withdraw from the contract at any time but is not entitled to a refund of the amount already paid, except for the provisions of the following art. 5, 7 and 8 respectively in the event of withdrawal following significant changes to the general conditions of the contract unilaterally carried out by Diplomatici, cancellation of the course by Diplomatici or due to force majeure. The student who intends to withdraw must send a registered letter to the address indicated in paragraph 1, containing the explicit declaration of the will to withdraw from the contract.

At the time of signing the contract, with the payment of €250 in addition to the subscription fee ("Guarantee Services HUB" option), the Student who withdraws pursuant to the previous paragraph acquires the right to a full refund of the fee, as long as it is fully paid and net of the option fee. The withdrawal can

be exercised up to 7 free days before the scheduled departure date for justified subjective grounds and, for reasons related to the COVID 19 pandemic, up to the day prior to that scheduled for departure.

**Art. 5 - Significant modification to the contractual conditions.** Before the start of the service, Diplomatici reserves the right to unilaterally change the conditions of the contract when the changes are of little importance, communicating them to the Student in a clear and precise manner through a durable medium, such as e-mail.

If Diplomatici need to significantly change one or more of the contractual conditions referred to in this contract, the Student can accept the proposed change or withdraw from the contract.

Diplomatici informs the Student by e-mail, without delay, of the proposed changes and of their possible impact on the price of the training courses. The student must communicate his/her choice to withdraw within 2 working days from the date on which he/she received the written notice concerning the proposal, by sending a registered letter with acknowledgment of receipt to be sent c / o Diplomatici Srl, Via Duca degli Abruzzi 180, 95126 Catania and to be anticipated by e-mail to the address [admin@cwmun.org](mailto:admin@cwmun.org). In the absence of communication within the aforementioned term, the contractual modification proposed by Diplomatici is considered accepted by the Student.

If the Student does not accept the modification proposal, by exercising the right of withdrawal, Diplomatici may make a replacement proposal of equivalent or higher quality to the Student. The terms within which the student must express himself/herself and the effects in the event of a lack of response are those provided for in the previous paragraph. In case of withdrawal from the contract, if the Student has not accepted even the replacement proposal, Diplomatici will refund the payments made by the Student within fourteen days of receipt of the registered letter, net of any services received.

In any case, Diplomatici reserves the right to make any changes concerning the training course relating to teachers, guest speakers, timetables, changes which in no case can be considered significant changes. As regards any changes to the dates of the course and / or "Virtual" events less than 45 days prior or subsequent to the original scheduled dates, they will not constitute significant changes.

Participation in the live event is free as it is entirely covered by the scholarship. Any changes to the dates of the event cannot, therefore, in any way, constitute significant changes to the contractual conditions.

**Art. 6 – Non-payment.** In the event of non-payment of the fee within the times and methods provided for by art. 3, the contract is terminated by law and for Student's fault. In this case, Diplomatici have the right, by way of penalty, to withhold any sum received and to legally obtain - even

on a monitor basis - the payment of the balance and interest on arrears, without prejudice to compensation for further damage.

**Art.7 – Cancellation.** Until the start of the training course, Diplomatici have the right to cancel or modify it. In the event of cancellation, Diplomatici will return any amount collected without any interest or penalty within the following fourteen days.

**Art. 8 - Cancellation due to Force Majeure.** Diplomatici have the right to cancel the training course for reasons of force majeure, that is due to unforeseen, unavoidable and extraordinary circumstances, not dependent on Diplomatici. In such cases of cancellation, within fifteen days following the request, the Student is only entitled to a refund of the participation fee, in the amount paid by him/her, without interest or penalty, net of the value of any services already received. The Student cannot claim any other right against Diplomatici, neither for compensation for damages, nor for additional compensation, nor for any other reason, even for reimbursement of expenses, except as provided in the specific "COVID" clauses.

**Art. 9 – Liability.** Diplomatici is responsible for the correct execution of the educational obligations undertaken with this contract, unless the fact is attributable to the Student, to a third party unrelated to the organization of the Diplomatici and their auxiliaries, or deriving from any

other act or fact not attributable to Diplomatici.

If after the conclusion of the contract it is not possible to provide a requested service, the Student will only be entitled to a refund of the amount paid, net of the services already received, unless the impossibility is due to a fact attributable to the Student or to unrelated third parties, or to any other fact not attributable to Diplomatici, except for the case of force majeure governed by art. 8 of this contract.

The Student, pursuant to articles 1175 and 1375 of the Italian Civil Code, promptly informs Diplomatici of any lack of conformity detected during the course, in order to allow Diplomatici to verify how to remedy, also by providing equivalent or superior solutions for the continuation of the program, without additional charges for the Student, unless this is impossible or excessively burdensome, taking into account the extent of the lack of conformity and the value of the concerned services. The Student can refuse the proposed solution only for justified reasons. If it is not possible to remedy the lack of conformity, or has not accepted the proposed solution, the Student has the right to a reduction in the price equal to the difference between the services purchased and those actually provided, unless the defect is due to a fact attributable to the Student or to any other act or fact not attributable to Diplomatici.

**Art. 10 – Scholarship.** The scholarship regulation is as follows.

Once the scholarship has been awarded, the Student is entitled to a discount on the participation fee in the CWMUN® New York Course of € 1,000 based on the evaluation obtained at the selection interview, and also to free participation in the CWMUN® live in the city of New York.

The accommodation and access services to the Live conference area are offered by Diplomatici free of charge to the student who is the recipient of the scholarship, and in no way represent services purchased under this contract. The air ticket (with the exception of taxes and airport charges) and the airport/hotel transfer service, where provided (exclusively in the formula CWMUN® PLUS-Only students High Schools), are offered by Diplomatici free of charge to the Student awarded the scholarship, and do not represent in any way services purchased under this contract. Travel and accommodation rights are transferred to the student who is the recipient of the scholarship from the moment in which Diplomatici communicate the student's name to the service providers.

If due to force majeure or for reasons not attributable to Diplomatici, the event covered by the scholarship should be canceled in whole or in part, or should not take place on the originally scheduled dates, or should be prohibited or made more difficult for any reason access to the conference venues, or the Student could not take part in them for any reason, Diplomatici retains the right to remuneration for the training courses covered by this contract, not being the participation in the NY live CWMUN, object of the scholarship ,

and therefore it is in no way to be understood either as a consideration for the consideration paid by the Student, or as a causal prerequisite for the Student's participation in the training course.

Any delays, non-compliance, lack of conformity, or inefficiencies due to airplanes, the hotel structure or the tour operators from which Diplomatici has purchased the services, will therefore be objected by the Student directly against the lenders, who bear all responsibility for the rights and services purchased by Diplomatici in favor of the scholarship recipients.

Diplomatici is not responsible for any damage suffered by the Student due to non-compliance, delays, lack of conformity, or disruptions due to airplanes, the hotel structure or the tour operators providing the services covered by the scholarship.

During the check-out phase of the hotel, Diplomatici will verify for each room the presence of any damage and the cleaning conditions of the same and, if it detects anomalies, it will charge the occupants of the rooms concerned with the costs that the hotel will invoice as a consequence of the aforementioned damage and / or for the supplement of the necessary cleaning activities.

Given the large number of participants, delays may occur on the part of the hotel in the delivery of the rooms at the time of check-in. Diplomatici will do everything possible to minimize any inconvenience, which however can in no way be attributed to the responsibility of Diplomatici themselves.

**Art. 11 - Obligations of Students.** By signing this contract, the Student declares to have read and accepts the code of conduct drawn up by Diplomatici as an integral part of the contract.

The Student is obliged to promptly notify any lack of conformity, as required by art. 9 of this contract.

Students must also comply with the rules of normal prudence and diligence. Students are required to answer for all damages that Diplomatici may suffer also due to noncompliance with the obligations indicated above.

**Art. 12 - Competent court.** For any dispute, the parties elect Catania as the competent court. For anything not expressly provided for in this contract, the parties refer to the provisions of the current code of civil procedure.

**Art. 13 - Privacy Policy.** Pursuant to art. 13 of the EU Regulation n. 679/2016 we inform you that the personal data contained in the registration form and in all the other forms filled in by the Student, family members and any other subjects, will be used by Diplomatici for the correct execution of the services requested for customer assistance as well as, with the consent of the Student, and / or their family members, to promote Diplomatici programs. The provision of personal data is: a) mandatory for the purpose of completing the contract, for the purposes of the student's participation in the program; b) optional, for sending promotional materials relating to future Diplomatici' programs. Any refusal to provide personal data referred to in the previous letter a) makes it impossible to complete the



relationship, while the refusal to provide consent for the processing of data for promotional purposes does not prevent participation in the program and the conclusion of the related contract. Personal data, kept with care and confidentiality, may be communicated for the purpose of the timely execution of the program selected by the Student or to fulfill specific requests of the same, to its commercial partners, as well as to companies that provide the services requested by the Student, or that provide assistance in accounting, administrative, legal, tax and financial matters relating to the execution of the chosen program, ensuring adequate guarantees for the transfer of data. Diplomatici, in the capacity of data controller, guarantees the rights referred to in art. 15,16,17,18,20,21 and 22 of the EU Regulation n.679 / 2016. To exercise the rights referred to in Articles. 15,16,17,18,20,21 and 22 of the EU Regulation n.679 / 2016, the interested party must send a request to the registered office of Diplomatici, in addition to having the right to appeal to the Guarantor for the protection of personal data.

**Art. 14 - Photographic and video material.** By registering and accepting these general conditions of contract, the Student also accepts that Diplomatici use freely and free of charge - without further request for authorization - films, photographs and / or audio recordings, made by the Diplomatici' staff and / or by third parties appointed by Diplomatici during the course as well as during the scholarship event. The Student also accepts that the audio, video and photo material that he / she has posted on social networks (such as Facebook, Instagram or Twitter) can be used by Diplomatici for promotional purposes.