

# TERMS AND CONDITIONS SHORT-TERM PROGRAMMES

## Article 1: General provisions

The following Terms and Conditions (hereinafter referred to as “T&C”) are administered by the EM Normandie (hereinafter referred to as “EMN”) and are applicable between EMN and the participant to the short-term programmes in Caen as presented in the “International Winter School - Applications 2026” available on the following link : <https://en.em-normandie.com/em-normandie-experience/open-world-studying-abroad/winter-school>

Application for the said Winter School requires the participant's full and unreserved acceptance of these T&C and their commitment to take part in the Winter School. Once the application is submitted, the participant is subject to these T&C which affect application, payment terms, cancellations, postponement and non-attendance. The hereunder T&C prevail over any other document, unless accepted in writing and signed by EMN. Any other condition imposed by the participant which was not expressly accepted by EMN, will therefore be unenforceable against EMN, regardless of when it may have been brought to its attention.

If these T&C are not signed and/or the payment is not made by the participant fifteen (15) days before the beginning of the Winter School, the participant will not be able to be part of the said Winter School.

## Article 2: Payment of fees

The amount of fees for one the Winter School is:

- 1,500 euros when the participant is not from a partner university of EMN 1,200 euros if the participant applies before the 30 November 2025
- 1,000 euros when the participant is from a partner university of EMN 800 euros if the participant applies before the 30 November 2025

Exceptionally, the participants who are from some partner universities shall pay the fees mentioned in the applicable agreement made between EMN and the said partner university. In any case, all participants shall pay the administrative fees of 295 euros.

The aforementioned fees include one course (meaning 6 ECTS) according to the application made by the participant. It also includes ECTS transcript of records, certificate of achievement, city guided tour, two cultural excursions and social events.

Prices are to be understood as in euros and net of tax. All EMN services are not subjected to VAT in accordance with the provisions of the article 261-4 of the French General Tax Code.

Any taxes, customs, or other similar charges due to the method of payment used will be borne only by the participant. Personal and individual expenses made by the participant shall only be borne by them.

Lastly, payment of all the aforementioned fees is to be received by EMN, in full, at the latest fifteen (15) days prior to the arrival of the participant. The payment of the fees may be made over three instalments at the express request of the participant. Payment will be made on the platform Flywire, its link shall be sent individually to each participant.

### **Article 3: Refunds and cancellations**

#### Article 3.1: EMN

EMN shall not be liable and shall not pay any compensation or penalties whatsoever to the participant or third parties for the followings:

- Cancellation or postponement of the classes or the Winter School particularly in the event of force majeure, lack of participants or a teacher's illness.
- Modification or amendment of class content or venue.

However, if the minimum participant is not reached (fifteen per course), EMN will refund the paid fees in euro to the participant.

#### Article 3.2: Participant

In the case that a participant wishes to cancel their enrolment, they must inform EMN in writing. The participant is required to send such notice by letter or email (to the following email address: [short-term@em-normandie.fr](mailto:short-term@em-normandie.fr)) to keep evidence of the day it was sent.

If a participant wishes to cancel their application, the following rules apply:

- In any case a cancellation fee of €295
- More than 6 weeks before the Winter School starts: 25% of the Winter School fee will be retained,
- From 6 weeks until 2 weeks before the Winter School starts: 50% of the Winter School fee will be retained,
- From 2 weeks before the Winter School starts: 100% of the Winter School fee will be retained.

However, if the participant has not been able to obtain a visa allowing them to participate to the Winter School, they shall not be able to engage the liability of EMN nor obtain reimbursement from EMN for the fees already paid.

#### Article 4: Liability

EMN undertakes to fulfil its obligations with all the care and competence at its disposal and within the framework of an obligations of means (meaning an “obligation de moyen” as defined by French law). EMN may only be held liable for direct damage based on its proven and exclusive fault. Under no circumstances may EMN’s liability exceed a maximum of 2,000 (two thousand) euros for any reason whatsoever. In no way can EMN be held liable for any kind of damage caused by the participant during free time and excursions.

Under no circumstances may EMN be held liable for any technical failure of the equipment or for any cause beyond EMN’s control. EMN, its organizers, staff, speakers and teachers cannot be held responsible for any damage to the participant’s personal property. EMN cannot be held responsible for any property damage or personal injury caused by the participant. Under no circumstances can EMN be held liable for indirect or consequential damages including but not limited to loss of data, files or operations, commercial loss, loss of earnings, damage to image or reputation.

The participant agrees to the following principles:

- Respect all conditions and operating rules set out in the internal regulations of EMN, signed by the participant when enrolled, Take out necessary insurance, including at least: medical expenses, hospitalization, repatriation, civil liability abroad and provide proof to the following email address: [short-term@em-normandie.fr](mailto:short-term@em-normandie.fr),
- Respect the obligation to attend classes,
- Respect the considerations of the “Règlement de Scolarité”.
- Respect local reglementations,
- Respect EMN’s image outside the school,

The participant remains solely responsible for their acts and/or omissions as well as their consequences.

If a participant was to misbehave, EMN has the right to, immediately and with no formalities, remove the participant from the Winter School. Misbehave includes but is not limited to, attacks and insults against other participants, staff or third parties, use of drugs or alcohol, theft or any type of damage. Removal of the participant from the Winter School is at the sole discretion of EMN and will not lead to any refund.

#### Article 5: Duration

The hereby T&C are valid from the date they are accepted by the participant until the 13 February 2026 included.

#### Article 6: Confidentiality and protection of personal data

All materials are strictly personal to EMN and are protected by the provisions of the French Intellectual Property Code. The participant agrees not to reproduce, directly or indirectly, in whole or in part, adapt, modify, translate, represent, market or distribute said materials. In the event of non-compliance with these stipulations, the participant will be held liable on the basis of articles L122-4 and L335-2 et seq. of the French Intellectual Property Code,

The information collected by EMN is processed for administrative and educational purposes. In accordance with the French Data Protection Act no. 78-17 of January 6, 1978, as amended, and the General Regulation on the Protection of Personal Data (RGPD) no. (EU) 2016/679 of April 27, 2016, the participant has the right to access and rectify information about him or her. This right may be exercised by contacting the school services or by contacting the Data Protection Officer at the following e-mail address: [dpo@em-normandie.fr](mailto:dpo@em-normandie.fr).

For more information on how we protect your personal data, please refer to the **Data privacy policy**.

#### **Article 7: Miscellaneous**

The fact that EMN does not avail itself at a given time of any of the provisions of these T&C may not be interpreted as a waiver of the right to avail itself of any of the said conditions at a later date, nor as an obstacle to the exercise of any other right.

In the event these T&C were to be translated into a foreign language, the present English version shall prevail over any other version.

The EMN and the participant undertake to respect the confidential nature of all information and documents of any nature whatsoever, whether economic, technical, legal, educational or commercial, to which either party may have access during the performance of these T&C or during exchanges that took place prior to the signing of these T&C.

#### **Article 8: Force majeure**

Neither party shall be liable for total or partial non-performance of its obligations, if such non-performance is caused by an event constituting force majeure as defined by French case law. The party invoking an event constituting Force Majeure must notify the other party within seven (7) days of the occurrence of said event. The parties will meet to examine, by mutual agreement, the modalities for continuing their collaboration or, where applicable, the conditions for terminating the short-term Winter School.

No penalty of any kind whatsoever may be invoked as a consequence of force majeure, with the exception of services actually provided by EMN, which are due pro rata temporis to the participant's attendance time.

#### **Article 9: Governing Law, Jurisdiction**

These T&C shall be governed by the laws of France.

In the event of any difficulty arising from the interpretation and/or execution of the hereunder T&C, an attempt of negotiation between the parties must be undertaken before any legal proceedings. In the event of unsuccessful negotiation, any dispute will be subject to the jurisdiction of the courts of Le Havre.



## ANNEXE



**École de Management de Normandie**

Association à but non lucratif (loi 1901) sous contrat de droit privé N° SIREN : 479 806 630 - Code NAF : 8542Z  
Email : [info@em-normandie.fr](mailto:info@em-normandie.fr) - Internet : [www.em-normandie.com](http://www.em-normandie.com)



## DATA PRIVACY POLICY

École de Management de Normandie is committed to protecting your personal data in accordance with the General Data Protection Regulation (RGPD).

The purpose of the Personal Data Protection Policy detailed herein is to inform you about the way in which Normandy Business School processes your personal data. This Policy details your rights, including the right of data holders to object to certain processing operations.

### 1. Data Collected

This document details how your data is protected. It concerns personal data collected and processed by the École de Management de Normandie, whose head office is located at 20 Quai Frissard 76600 Le Havre.

### 2. What is personal data?

Personal data' refers to any information that may identify you directly (e.g. your name) or indirectly (e.g. through pseudonymised data such as a unique identifier). This means that personal data includes information such as email addresses, user names, user-generated content, gender, age range, place of origin, user profile (work-study student, company employee, individual applicant. ). Personal data may also include unique numerical identifiers such as the IP address of your computer or the MAC address of your mobile device, as well as cookies.

### 3. What data is collected?

Data required for registration formalities for administrative and educational purposes, such as (but not limited to):

#### Administrative identification details:

- Last name
- First name
- Title
- E-mail address University of
- origin Financial information
- ...

#### Educational information:

- Programme and list of courses taken by the user
- All grades and statuses on courses and activities for which completion tracking has been activated Diploma
- and curriculum
- ...

#### 4. Why is this data being collected?

Your data will only be used for the purposes of the training platform:

- To enable you to access all the resources made available to you;
- To enable us to monitor your learning activity and, where appropriate, to draw up certificates, badges and diplomas relating to this learning activity;
- To transmit the necessary data to the funding bodies if the training is to be financially covered.

#### 5. How is the data collected?

Your personal data is collected as follows:

- When you browse our website(s),
- When you register for our training courses,
- When you use our digital campus,
- Throughout your training course.

#### 6. Protection and sharing of personal data

We will not disclose any of your data to third parties without your permission, without your consent on a form, or unless otherwise specified in this privacy policy. We reserve the right to disclose your personal information to third parties, without obtaining your consent, in the following cases:

- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation or to protect our rights, property or the safety of our employees, customers or others. This includes exchanging information with other companies and organisations for fraud protection purposes.
- We undertake never to sell your data to third parties for marketing purposes.

#### 7. How long do you keep your personal data?

The data we collect from you may be transferred to and stored in a location outside France, but always within the European Union.

Hosting and maintenance are carried out by a supplier operating in France and subcontracting hosting to Microsoft Azure. The servers are hosted in Europe. By submitting your personal data to us, you agree to this transfer, storage or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

We may keep some of the information associated with your account in our archives, in particular for statistical purposes on the educational activity of the platform. The length of time we keep your personal data depends on the purpose for which we collect it and the use we make of it.

We will only keep your personal data for as long as is strictly necessary for the purposes set out in the paragraph 'Why we collect this data' or to meet our legal obligations. The retention period for your personal data is 5 years from the date of your last activity. We may keep certain personal data for a longer period, including after your account has been closed, if such action is necessary to fulfil our legal obligations or to maintain security, to prevent fraud and abuse and to defend or enforce our rights.



## 8. The rights of holders of personal data

You have the right to access your personal data. If you wish to request a copy of your personal data, the deletion of your personal data or if you have any questions relating to this data, you can contact the Data Protection Officer by e-mail at this address: [dpo@em-normandie.fr](mailto:dpo@em-normandie.fr) , by letter at this address: Data Protection Officer, Ecole de Management de Normandie, 20 Quai Frissard 76600 Le Havre.

## 9. Changes to our privacy policy

Any changes we may make to our privacy policy will be set out in an amendment to this document.



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