



CRCC ASIA GLOBAL PROGRAMS

PARTICIPATION AGREEMENT

Assumption of Risk, Waiver of Liability, Release and Indemnification

**THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS.
PLEASE READ CAREFULLY BEFORE SIGNING BELOW.**

*If Participant is under 18 years old, a parent or legal guardian
must also read and sign this Agreement.*

This Participation Agreement (Assumption of Risk, Waiver of Liability, Release and Indemnification) (“Agreement”) is entered into between CRCC Asia Limited, a company incorporated in Hong Kong with registered number 1289657 and having its registered office at Rooms 1318-20, 13/F Hollywood Plaza, 610 Nathan Road, Mongkok, Hong Kong (“CRCC”, “We”, or “Us”), and the individual whose name and address appear in the signature line below (“Participant”, “You”, or “Your”).

BACKGROUND

This Agreement is intended to govern the relationship between CRCC and Participant with respect to Participant’s participation in the online international internship program offered by CRCC and noted below (“Program”). In consideration for being permitted to participate in the Program, CRCC requires that You carefully review the provisions of this Agreement. By signing this Agreement in the space provided below, You acknowledge and agree to the following:

AGREEMENT

1. The Purpose of CRCC Programs

CRCC Programs are an opportunity to gain online work experience, training and/or professional skills with one of CRCC’s global network of companies. We ask that You manage Your expectations accordingly before embarking on one of Our programs. You confirm that You are committed to completing the Program and will do so to the best of Your abilities.

2. Application Process and Acceptance Fee; Nondiscrimination

2.1 Unless agreed otherwise Your University, in order to be accepted onto the Program, You must complete Our application process and be offered a place on the Program. Your place on the Program will be reserved once We receive an acceptance fee in the amount specified in Your acceptance letter or Our initial invoice (the “Acceptance Fee”). The Acceptance Fee is 50% of the overall Program Fee. Other than as set out below in clause 7 (see “Changes, Extensions and Cancellations” and “Changes and Cancellations by Us” sections below), the Acceptance Fee is non-refundable. This is due to the fact that We will start work in relation to Your participation in the Program as soon as We receive the Acceptance Fee.

2.2. We retain the right to reject any application We deem unsuitable for the Program, in Our sole discretion and at any stage of the application process. We do not discriminate on the basis of race, color, religion, sex, sexual orientation, gender, age, national origin, citizenship, disability, pregnancy, veteran status, or other any other legally protected characteristic, and We do not reject applications based on any of these criteria.

3. What’s included in the Program?

Your Program includes the specific services set forth in the applicable program description and

as selected by You in Your application materials, or, in the case of university sponsored programs, in the agreement between Us and Your university (“Services”). We undertake to provide You the Services, subject to the terms and conditions of this Agreement. We reserve the right to make reasonable changes and/or substitutions to the Services, based on local conditions and other factors, upon prior written notice to You. Services typically include the following:

3.1. Work Placement. We will arrange for an unpaid online work placement (“Placement”) with a company or non-profit organization (“Host Organization”) from our Our global network of Host Organizations. You will receive assistance from a personal Admissions Adviser to facilitate Your Placement, including resume and interview preparation. You accept that although CRCC endeavors to ensure a high quality of service and although We have reasonable procedures in place to assist You with any issues that may arise while on the Program, We have no control over the specific jobs and tasks given to You, or the type or amount of work given to You, by Your Host Organization during Your Placement. The duration of Your Placement and Your working hours will be agreed with You and your Host Organization separately.

3.2 Virtual Language Lessons. Where applicable, You will receive 8 hours of online language lessons from one of CRCC’s third-party providers.

3.3 Career Coach. You will be assigned a personal career coach who will give You a check-in call at the mid-point of the Placement and a coaching call during or after the Placement to assist You with unpacking Your experience to future employment opportunities.

3.4 Weekly Group Discussions and Business Webinars. Throughout Your Program, You will be invited to join weekly group Google hangouts or business webinars to unpack key trends in online or cross-cultural work.

3.5 CareerBridge. You will be given access to an online curriculum, specially tailored to Your Program, using CRCC's online professional development platform, CareerBridge.

3.6 Evaluation and Report. On completion of Your Program, You will receive an evaluation from your Host Organization supervisor and an end of Program report.

3.7 PATH to Employment. All alumni of the Program will automatically be enrolled in our PATH to Employment program for no extra fee. You may opt out of this program at any time. If You remain in this program, We will help You to find employment in any of Our program or office locations by sharing Your CV and other relevant details with Our network of host companies and global staffing firms. We will not send out Your CV to any third parties unless You have completed the PATH to Employment Candidate Registration form and uploaded Your CV. Our role will be limited to making introductions between You and relevant potential employers and staffing firms. If You are offered a job, We shall not be responsible for any further steps You may require in order to secure the job, such as obtaining a visa. We make no representation or guarantee that We will be able to find you a job or that any of our network of host companies and global staffing firms will want to see Your CV or offer You an interview. We accept no responsibility for any losses that may occur to You as a result of remaining in the PATH to Employment program.

4. Notification of Placement

4.1 We will endeavor to inform You of Your Placement with a Host Organization at least one (1) month before your Program Start Date, however, delays to this timeline can occur and a confirmed Placement is guaranteed prior to your Program Start Date.

4.2 Prior to sending a Placement notification to You, if We arrange an interview with a Host Organization, we expect You to act professionally and complete the interview to the best of Your ability. If we send You a request to attend an interview with a Host Organization and You do not respond within 72 hours, this may result in the interview offer being revoked. If You complete an interview and are not accepted into the Host Organization, We will arrange another Placement. An invitation to interview with a Host Organization does not assure Placement within either the Host Organization or the Career Path.

4.3 We will ensure that Your Placement falls within Your pre-specified first three (3) Career Paths of Your choice. We do not guarantee a specific company, role, or Career Path, other than Your pre-specified Career Paths of choice.

4.4 If, for whatever reason, You do not accept the Placement, and it falls within Your first three (3) Career Paths of Your choice as indicated in your application materials, and You

choose not to participate in the Program, then unless otherwise agreed with Your University, We will give no refund of the Acceptance Fee or other associated costs, and we will not be obliged to provide an alternative Placement.

4.5 Unless otherwise agreed with Your University, You will be required to pay the second 50% of the Program Fee within seven (7) days of accepting a Placement with a Host Organization.

5. Code of Conduct

5.1 You agree to behave in a respectful, courteous and friendly manner with CRCC and Program staff, fellow participants, Host Organization representatives and co-workers. Bullying or harassment (including sexual harassment) of others, antisocial or unreasonable behavior will not be tolerated.

5.2 You are aware that Your Program is strictly online, unpaid and short term.

5.3 Where You have booked an online internship placement, You will be required to behave as though You are an employee of the assigned Host Organization, including keeping the hours assigned to You by Your Host Organization, completing all tasks given to You, and treating the Host Organization and Your fellow colleagues with respect and courtesy. You should not bring either Us or Your Host Organization into disrepute.

5.4 You agree to follow the rules and regulations of your Host Organization and the policies and rules of CRCC as may be communicated to you from time to time. Upon enrollment, You agree to fully cooperate with CRCC in its attempts to find You a work Placement and You agree to adhere to this Code of Conduct before and during Your Program. You agree to cooperate fully during the application process and during the entirety of your Program, including:

- actively working with Your assigned representatives from CRCC;
- participating in scheduled internship interviews;
- responding to CRCC communications in a timely manner;
- meeting agreed payment due dates to avoid delays in the placement process;
- accepting internships offered to you if they are in or related to one of your top three (3) Career Paths;
- acting with honesty and integrity at all times. This includes not fabricating, altering, or misrepresenting academic transcripts, test scores, or academic standing; not making any other false written or oral statement in the process of applying for the Program, or for any internship role.

5.5 Participants who, in the sole judgment of CRCC fail to cooperate fully will be notified by CRCC, and may be dropped from the Program with no refund of fees given. Such Participants may have the option, at the sole discretion of CRCC, to rejoin the Program, provided that they cooperate and participate in good faith.

6. Termination

6.1 CRCC may terminate this Agreement immediately upon written notice to You should You fail to comply with any of the terms and conditions contained herein. No refund will be granted to You.

6.2 If the Host Organization terminates a Participant's Placement prior to the Program End Date as a result of the Participant's inadequate or unhelpful participation, prolonged or repeated failure to meet their required hours, or for any other reason attributable to the behavior of the Participant, CRCC may terminate this Agreement immediately, no refund of Program fees will be given, and We are under no obligation to provide another placement.

7. Changes, Extensions and Cancellations

7.1 Changing the dates of Your Program. Unless previously agreed to by Us in writing with You or Your University, if You want to change the dates of Your Program, We will grant this request at Our sole discretion and reserve the right to refuse Your request or apply an additional reasonable charge.

7.2 Changing Your Program to Another Program. Unless previously agreed to by Us in writing with You or Your University, if You want to change to another Program, We will grant this request at Our sole discretion and reserve the right to refuse Your request or apply an additional reasonable charge. A request to change Your Program to another one of Our programs must be made at least twelve (12) weeks prior to Your Program Start Date.

7.3 Extending Your Program. You may be able to extend Your Program but if You want to extend Your Program once You have started Your Program, You (or Your University if applicable) will be charged our applicable Program extension fees and/or the applicable Program Fee, details of which can be obtained from Your local CRCC office.

7.4 Discontinuing Your Program. If You decide to discontinue Your Program prior to the Program End Date for any reason, You must provide Us with written notice prior to discontinuation, clearly stating the reasons for Your decision. No refund of Program fees will be made in this situation, and no other placement will be offered.

7.5 Cancellations by You.

12.5.1. If You wish to cancel Your place on Your Program prior to the Program Start Date, You must send a written cancellation request to the office address of the CRCC office handling Your Program, or to the university department coordinating Your Program (in the case of university sponsored programs). In this scenario, unless otherwise agreed with Your University, refunds shall be processed as follows:

(a) If You cancel Your Program within two weeks of paying Your Acceptance Fee and You have not yet accepted a Placement at a Host Organization, then subject to clause 4.4, You will receive a 50% refund of the Acceptance Fee.

(b) If You cancel Your Program more than two weeks after paying Your Acceptance Fee and You have not yet accepted a Placement at a Host Organization, then subject to clause 4.4, You will receive a 25% refund of the Acceptance Fee.

(c) If You cancel Your Program and You have already accepted a Placement at a Host Organization, You will receive no refund of the Acceptance Fee or the remainder of the Program Fee, except as set out in clause 7.5.2.

7.5.2. Unless otherwise agreed in writing between CRCC and You (or Your university), the extenuating circumstances under which We will consider a refund of either the Acceptance Fee and/or the remainder of the Program Fee after You have accepted a Placement with a Host Organization are as follows:

(a) Serious illness - If You are unable to participate on the Program due to a serious illness, We require documentary evidence from a doctor confirming that on medical grounds you are advised not to participate in Your Program.

(b) Death of an immediate family member - In the case of bereavement of an immediate family member within twenty-eight (28) days of Your Program start date, We may require documentary evidence to verify the bereavement, this can include: (i) death certificate; (ii) a letter outlining full name of deceased, relationship to You, location and date of death, and Your signature. For the purposes of this Agreement, We consider the following members as "immediate" family members: (A) spouse; (B) civil partner; (C) children (including adopted/step children); (D) parents (including step parents); (E) siblings (including step siblings); (F) grandparents and grandchildren; (G) siblings-in-law; and (H) children-in-law.

7.6 Changes and Cancellations by Us

7.6.1. If We have to cancel Your Program prior to the Program Start Date for reasons which are in no way attributable to You and You have paid the Program Fee in full, We will endeavor to find You a suitable alternative Program or, subject to clause 9 (Force Majeure), We will offer You a refund of all fees received by Us from You for Your Program.

7.6.2. If We fail to confirm Your Placement before Your Program Start Date, this will be deemed a cancellation by Us and we shall refund to you all fees received by Us from You for your Program.

7.7 Program Variations. We reserve the right to change our suppliers and the format of Our programs as and when necessary at Our discretion and without requiring Your consent. We

will, however, endeavor to provide as similar a Program as possible at all times.

8. Accuracy of Program Materials

8.1 The content and information displayed on Our website and in other promotional material is believed to be valid and correct but mistakes can be made and We are not liable, and You shall not hold Us responsible, for any misinformation or ambiguities in such content.

8.2 The content and information displayed in our Welcome Letters and pre-departure materials, are believed to be valid and correct but mistakes can be made and We are not liable, and You shall not hold Us responsible, for any misinformation or ambiguities in such content.

9. Force Majeure

We are not responsible or liable for changes or cancellations to the Program under any of the following circumstances: war or threat of war, terrorism or threat of terrorism, civil strife, riot, industrial dispute, lock closure, natural or nuclear disaster, chemical or biological disaster, adverse weather, sea, ice and river conditions, fire, sickness, environmental or climate concerns, acts of government or local authority, or any other event or circumstance which amounts to a "Force Majeure" event and in such cases no refund or compensation for any loss will be given to the Participant by Us unless otherwise decided at Our sole discretion. Advice from the UK Foreign Office or US State Department to avoid or leave a country may constitute Force Majeure.

10. Data Protection and Data Sharing

10.1 You agree that We may collect and process Your personal data in accordance with the terms set out in our [Privacy Policy](#).

10.2 You agree that We are the data controller and our instructed suppliers are the data processors in respect of any personal data you may provide to Us in connection with Your Program.

10.3 Our suppliers shall only process the personal data in accordance with Our instructions from time to time and shall not process the personal data for any purposes other than those expressly authorized by Us.

11. Medical Conditions; Medication.

11.1 Prior to Your Program, You will be asked to disclose the details of any physical or mental condition You have, which may require special medical attention or accommodation during the Program. The information You provide in response will be kept confidential in accordance with the terms of Our privacy policy, and will only be used in order to assess your suitability for the Program and to help you manage any health conditions you may have during your Program.

11.2 You specifically understand and agree that We cannot be held responsible for any consequences arising from pre-existing medical, emotional or other conditions and dispositions of Participant, including but not limited to ailments, trauma, depression, eating disorders or dietary habits.

11.3 We will use reasonable efforts to accommodate physical or mental conditions you have disclosed to Us in a timely manner, including suggesting alternative Programs.

11.4 If You did not give Us full details of any physical or mental conditions that You are aware of prior to Your Program Start Date or any physical or mental conditions that You become aware of during Your Program, We may, at Our sole discretion, cancel Your Program and impose applicable cancellation charges.

12. Release and Indemnification.

You, individually and on behalf of Your heirs, successors, assigns and personal representatives, hereby release and forever discharge CRCC, its employees, agents, officers, directors, and representatives (in their official and individual capacities) (the "CRCC Representatives") from any and all liability whatsoever for any and all damages, losses or injuries (including death) Participant sustains to Participant's person or property or both ("Losses"), including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorney's fees, which arise out of, result from, occur during or are connected in any manner with Participant's participation in the Program, including the PATH to Employment scheme, any related or independent travel, or any activities or excursions, irrespective of whether they are sponsored, supervised or controlled by the CRCC Representatives, except for such Losses as may be caused by the gross negligence or willful misconduct of the CRCC Representatives. You also agree to indemnify and hold harmless the CRCC Representatives from and against any Losses.

13. Limitations on Liability.

13.1 Notwithstanding anything in this Agreement to the contrary, Our aggregate maximum liability to you is limited to the amount of actual cash paid by You to Us for Your Program.

13.2 It is a condition of Our acceptance of any liability under this Agreement that You promptly notify any claim in writing to Us and/or Our supplier(s).

13.3 Where any payment is made, the person(s) receiving it must also assign to Ourselves or Our insurers any rights they may have to pursue any third party and must provide Ourselves and Our insurers with all assistance We may reasonably require.

14. Confidentiality.

You acknowledge that data, know-how, trade secrets, client or supplier lists, personnel information, financial and business information of Your Host Organization, and any

information designated by Your Host Organization as being “confidential”, is Confidential Information of the Host Organization. You agree not to disclose Confidential Information to any third party and must not use Confidential Information in any way other than for the purposes of Your work experience with Your Host Organization. If You wish to include Confidential Information in any reports, presentations or other materials created to meet the assessment requirements of any course of study, You will first obtain the permission of Your Host Organization.

15. Notices.

All notices under this Agreement must be in writing and may be sent by prepaid international courier (e.g. DHL, FedEx, Aramex) or electronic mail to the addresses set forth herein.

16. General.

This Agreement represents the complete understanding with CRCC concerning CRCC’s responsibility and liability for Participant’s participation in the Program. This Agreement supersedes any previous or contemporaneous understandings with CRCC, whether written or oral, and cannot be changed or amended except in writing and signed by an authorized officer or agent of CRCC. This Agreement may be executed in one or more counterparts. Should any provision or aspect of this Agreement be found unenforceable, all remaining provisions of the Agreement will remain in full force and effect. Should there be any dispute concerning Participant’s participation in the Program that would require the adjudication of a court of law, such dispute or lawsuit must be settled by arbitration in Hong Kong under the Hong Kong International Arbitration Centre Administered Arbitration Rules, when the Notice of Arbitration is submitted in accordance with these Rule. This Agreement shall be governed by the laws of Hong Kong.

ELECTRONIC SIGNATURE: By entering Your name below, You acknowledge that You have read this Agreement, and understand and agree to its terms.

Signature of Participant

Date

Address of Participant:

E-mail: _____

Signature of Parent/Guardian
(If Participant is under the age of 18)

Date

CRCC PROGRAM:
