



## Terms & conditions EFR Master Career Week

### 1. Identity of the association and definitions

- a. EFR is the study association of the Erasmus School of Economics (Economic Faculty organization Rotterdam). EFR operates with the KvK number 40341427. The visiting and postal address of EFR is Burgemeester Oudlaan 50, Room GB-44, 3062PA Rotterdam. Phone number: +31 (0)10 408 11 46.

### 2. Applicability

- a. The terms and conditions apply for everyone who either is a member of EFR, uses services of EFR and/or attends events of EFR. By becoming a member, using our services or attending our events you confirm that you are familiar with the terms and conditions and that you agree with them.
- b. By visiting our site you engage in our service and agree to be bound by the following terms and conditions, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants and/or contributors of content.
- c. Exceptions from the general terms and conditions can only be made written with a signature of both parties (the student and EFR).

### 3. Membership

- a. Membership is open to students of the Erasmus University Rotterdam.
- b. Your membership is personal and you cannot transfer your membership to another person. You are responsible for the password of your account on the EFR website and you are not allowed to grant access to any third party under any circumstances
- c. Membership is free all year round.
- d. EFR will terminate your membership if requested by you.

- e. You are a member until termination. You can terminate your membership during the entire year via the website or by using the links provided in the email. In case of termination membership will continue until the last day of the month following termination.
- f. EFR has the right to terminate membership for any reason, at any time, with notice to you.

#### 4. Events

- a. Depending on the event type, you may need to be a member of EFR to participate in the event.
- b. EFR has the right to determine different prices for members and non-members.
- c. When you sign up to an event, the registration fee is non-refundable. In special circumstances, the board is allowed to make exceptions.
- d. In case of cancellation or relocation of an EFR event, EFR will inform members to the best of its ability. In case of cancellation of an EFR event due to circumstances beyond EFR's control, EFR is not liable to repay the participation fee.
- e. By subscribing to an event, members accept liability for the amount of the participation fee.

#### 5. Privacy

- a. By becoming an EFR member, you provide EFR with personal information and hence you give EFR an irrevocable, unconditional, unlimited, perpetual and royalty free license to use any data you provide in any way it seems fit, in some or all media (except for copies of passports/identity cards). Moreover, in doing so, you renounce your so-called moral or similar rights regarding the data. In the event that EFR would sell or transfer its business activities to a third party, EFR has and maintains the right to also sell or transfer your data.
- b. EFR is authorized to provide your details to selected organisations which EFR considers as interesting for you, matching your needs and interests. Moreover, EFR can use your information for promotional purposes of EFR's services and events and for commercial purposes.
- c. EFR is allowed to process the data that you fill in on the EFR website and to save them into one or more files.
- d. EFR is authorized to compare the data you provided to the EFR website with other data in possession of EFR in order to guarantee updated membership information.
- e. It is not allowed to use information you receive from either EFR or a sponsor of EFR, or anything from the EFR website for other than personal objectives. The information may not be used for any other purpose, including duplicating it or making the information public without prior written permission of EFR.

## 6. Guarantee of accurate and true information

- a. You warrant EFR a guarantee that all information you enter in the registration form or anywhere else in the website of EFR while using it, is accurate and true. If EFR has valid reason to believe that the information provided is incomplete, untrue, misleading or incorrect, EFR is entitled to delete the information, and if so wished to terminate the membership entirely.

## 7. Changes to the general terms and conditions

- a. EFR has the right to change the general terms and conditions of EFR in any moment when EFR sees fit to do so without prior notice. The new general terms and conditions will be published on EFR.nl. Members are recommended to check the website regularly.

## 8. Liability

- a. EFR IS NOT LIABLE FOR ANY LOSS, THEFT OR DAMAGE, WHATEVER nature, in possession of participant of activities or in possession of users of the services of EFR. Moreover, EFR is not liable for the consequences or indirect damage of the not/not in time/not right performance of EFR.
- b. EFR is not liable for any damages resulting from the use of the EFR website and webshop.
- c. EFR is not liable for any information of communication that is not provided by EFR.
- d. EFR is only liable for the damage which is a direct consequence of an accountable mistake of EFR in the execution of its obligations as mentioned in the general terms and conditions.
- e. The liability of EFR is limited to the amount that is covered by the insurance of EFR in the specific case. In case of not covering/not paying out of the insurance, EFR's liability is limited to €250 in total for the situation.
- f. EFR is not liable in case of intentional damage by the student or in the case of recklessness.

## 9. Intellectual property

- a. EFR holds the rights and qualifications according to the Dutch copyright law and other intellectual law and regulations.
- b. Everything on the website of EFR belongs to EFF. If you find any material on the website which you believe infringes any third party or property right, please contact EFR via [info@efr.nl](mailto:info@efr.nl). EFR cannot be held responsible for the information provided on the website.

- c. When becoming or being a member of EFR, the transfer of intellectual property is ruled out in any case. Members are not allowed to provide third parties any intellectual property without written, signed permission of EFR.

## 10. Applicable law, complaints and disputes

- a. The Dutch law is applicable on the general terms and conditions of EFR.
- b. The court in Rotterdam is exclusively authorized to deal with disputes, unless the Dutch law insists otherwise. Nevertheless, EFR holds the right to submit the dispute to the authorized judge by Dutch law.
- c. Parties will first try excessively to solve the dispute by consultation before involving a judge.
- d. In the event in which one or more terms of the general terms and conditions are void or voidable, the concerning term will be replaced by a valid provision that has the same effect.

## 11. Penalty Policy

- a. Because the EFR Master Career Week promises participating companies a group of selected students and because the event's structure makes it nearly impossible to get students on the reserve list to fill a place on a short notice, we apply a penalty policy.
- b. By participating in the EFR Master Career Week, you agree to pay this penalty fee when EFR determines that you have met the criteria that apply to the penalty.
- c. The penalty policy applies to all our activities
- d. The penalty policy contains the following rules:
  - For all activities during the EFR Master Career Week (18 November - 4 December 2020):
    - i. If you unsubscribe at least four working days before the day your activity takes place, you will not be fined. Beware: only cancellations that are made before 17:00 are accepted.
    - ii. If you unsubscribe later than 17:00, four working days before the activity, a fine of €10.00 will be charged.
    - iii. If you unsubscribe later than 17:00, three working days before the activity, a fine of €20.00 will be charged.
    - iv. If you unsubscribe later than 17:00, two working days before the activity, a fine of €30.00 will be charged.
    - v. If you unsubscribe later than 17:00, one working day before the activity, a fine of €40.00 will be charged.
    - vi. If you do not unsubscribe at all and do not show up, a fine of €50.00 will be charged.
    - vii. Signing out of an activity of the EFR Master Career Week is only possible through sending an email to [info@mastercareerweek.nl](mailto:info@mastercareerweek.nl).

To illustrate: If you are selected for an activity taking place on Friday November 20th, and you unsubscribe before 17:00 on Monday November 16th, you will not receive a fine. If you unsubscribe on or after 17:01 on Monday November 16th respectively, a fine of

€10.00 will be charged. This amount will increase by €10.00 every 24 hours. Please note that we require a cancellation 4 WORKING days before the activity. So if you have an activity on Wednesday November 18th, you'll have to cancel before 17:00 on Thursday November 12th.

- e. The amount of the fine and whether or not it will be deducted cannot be discussed with the EFR Master Career Week. The EFR Master Career Week obligates herself to be cautious when handling out a fine. Demonstrable errors will be taken into treatment, and if necessary, corrected. The debt collection of the fine will be communicated to the student at least two weeks prior to collection.
- f. When a participant is not able to unsubscribe because an event occurred beyond their control, the participant needs to contact the EFR Master Career Week within two weeks after the fine is given. The EFR Master Career Week will look into the case and take a final decision regarding the fine.
- g. If, within the last 10 days, you have had any Covid-19 symptoms, have been in contact with anyone who showed symptoms or has been tested positive on Covid-19, or if you have returned from a risk-zone, do not show up for the event and contact the EFR Master Career Week committee as soon as possible.
- h. By agreeing to these terms and conditions, you allow EFR to automatically withdraw the penalty fee from the bank account that you specified in your application.

## 12. Additional terms

- a) For any questions about the terms and conditions of EFR please send an email to [info@efr.nl](mailto:info@efr.nl).
- b) Breaking one of the articles mentioned in the general terms and conditions can be sanctioned by EFR as seen fit.
- c) In case of conflicting articles in the general terms and conditions and the statutes, the statutes are leading.
- d) In case of conflicting articles in the general terms and conditions and event specific terms and conditions, event specific terms and conditions are leading.