



PARTICIPANTS AGREEMENT IBA FRESHMEN WEEKEND 2017

This document includes the terms and conditions for applying and joining the IBA Freshmen Weekend 2017. Please, read this document carefully before you finish your application.

1) Definitions

1. Parties involved:
 - a. STAR, Study association affiliated with RSM Erasmus University, registered at the Chamber of Commerce Rotterdam, number 40397100, located at Burgemeester Oudlaan 50 in Rotterdam, hereby named "STAR." STAR is hereby legally represented by STAR Board member Devin Oosting.
 - b. The STAR IBA Freshmen Weekend Committee 2017, a committee of STAR, is hereafter named "committee."
 - c. The participants of the STAR IBA Freshmen Weekend are a group of students of the Rotterdam School of Management, Erasmus University. These students are by means of this contract bound to the STAR IBA Freshmen Weekend and will be referred to as "participants."
2. General definitions:
 - a. The STAR IBA Freshmen Weekend is a project of STAR, which is designed to provide first year business students with the opportunity to meet their fellow students during a weekend. The project will hereafter be referred to as the STAR IBA Freshmen Weekend.
 - b. The destination of the STAR IBA Freshmen Weekend this year is Camping Duin & Strand, located in Scharendijke, hereafter referred to as the destination.
 - c. The time for the entire project is hereafter referred to as project period.

2) Project, participants' fee, and other expenses

1. By signing this contract, the participant is bound to participate in the STAR IBA Freshmen Weekend, unless the STAR IBA Freshmen Weekend will be cancelled given one of the conditions as mentioned below.
2. The fee for participating in the STAR IBA Freshmen Weekend is €49 (forty-nine euros), hereafter referred to as "participant fee".
3. The participant fee mentioned in Article 1.2 will have to be paid, unless otherwise agreed upon between the participant and STAR, via <http://www.rsmstar.nl/webshop> (The "STAR Webshop"), or any other payment agreed upon between the participant and STAR.

3) Responsibilities of STAR and/or the committee

1. STAR and/or the committee will do their best, as much as can be reasonably expected, to live up to the proposed program in the destination, without accepting any liability for possible changes, as elaborated on in article 4, 5, 6 and 7.

4) Responsibilities of the Participant

1. The participant is obligated to respect and follow the local laws in the Netherlands, in countries visited on the way to and from the destination, and while at the destination. STAR bears no responsibility whatsoever for the behavior of the participant during the STAR IBA Freshmen Weekend. The participant is obliged to acquire the necessary information about the local laws him or herself before departing to the destination.
2. The participant is obliged to pay for any damage to the location caused by themselves in case it happened on purpose. The consequences of the damage will be determined by the committee and STAR, depending on the seriousness of the damage.
3. The participant is allowed to drink alcohol, under the condition that the participant is eighteen years or older, but should drink responsibly.
4. The participant is not allowed to use drugs or bring drugs to the location. In case the participant does not comply with this, the participant will be sent home on his or her own cost. The participant fee will not be refunded.
5. The participant is obliged to respect the rules and regulations of the various locations visited during the STAR IBA Freshmen Weekend.
6. The participant is responsible for arranging, at his or her own cost, insurance coverage for the whole travel period of the STAR IBA Freshmen Weekend. STAR will not take any insurance whatsoever on behalf of or for the participants. The participant is obliged to seek advice from an expert in the field of insurance regarding the STAR IBA Freshmen Weekend, and hereby releases STAR and the committee from any liability.
7. The participant is responsible for arranging, at his or her own cost, all necessary vaccinations required or advised for the destination of the STAR IBA Freshmen Weekend.
8. The participant is obliged to follow the directions as laid out by the committee. In case the participant refuses to do this, STAR holds the right to exclude the participant from the STAR IBA Freshmen Weekend.

5) The Program in the Destination

1. The participant accepts the program for the entire travel period, as proposed by the committee. The participant will actively participate in this program.
2. The committee cannot be held responsible for any errors or mistakes in the program during the travel period, that are beyond the control of its members.
3. The committee holds the right to adjust the program during the travel period, in terms of route, transportation, and accommodations.

6) Cancellation of the STAR IBA Freshmen Weekend Committee

1. In case of unforeseen circumstances that lead the committee to decide to cancel the STAR IBA Freshmen Weekend, any fee paid, as mentioned in Article 1.2, will be returned to the participant or not be debited from the participant's bank account (in case it has not been paid).
2. The decision to cancel the STAR IBA Freshmen Weekend will be made when the Ministry of Foreign Affairs gives negative travel advice related to the destination.
3. The decision, as mentioned in Article 4.1, can also be taken when the committee or the board of STAR discovers significant reasons to cancel the STAR IBA Freshmen Weekend, for example, in case of political or meteorological circumstances.

Participant Agreement STAR IBA Freshmen Weekend 2017

4. If one of the participants or the committee members dies before the travel period, the STAR IBA Freshmen Weekend will not be cancelled unless at least two-thirds of the participants and committee members agree to do so.
5. If one of the participants or the committee members dies during the travel period, each participant will have the choice of whether or not to cancel participation in the STAR IBA Freshmen Weekend.
6. If a family member of one of the participants dies, the insurance coverage of the participant will determine how the situation is dealt with. This lies outside of the responsibility of STAR and the STAR IBA Freshmen Weekend.
7. In case the Participant wishes to cancel his/her participation in the STAR IBA Freshmen Weekend 2017, he or she still is allowed to do this without any costs if he/she cancels before 1 August 2017. If the participant cancels his/her participation in the STAR IBA Freshmen Weekend 2017 after 1 August 2017, he or she still needs to pay the total participant fee. It is hence not possible to get a refund after 1 August 2017.

Article 6: Other Conditions

1. STAR holds the exclusive right to exclude the participant from participating in the STAR IBA Freshmen Weekend.
2. STAR, the board members of STAR and the committee cannot be held liable, legally or financially, for any damage and/or consequential damage caused before, during, or after the STAR IBA Freshmen Weekend, suffered by the participant.
3. STAR cannot be held liable for the behavior or lack of behavior of any third party, such as hostels, restaurants, other participants, participants etc.
4. In all cases not covered by this participant's contract, STAR holds the right to make decisions it perceives to be appropriate.
5. Any disputes resulting from the participation of the participant in the STAR IBA Freshmen Weekend are solely subject to Dutch Law, and can only be settled by the authorized judge of the Court of Rotterdam.