



These Terms and Conditions apply to all participants on the Program. Upon your application to the Program, the Agreement will be binding on you.

We have tried to make this Agreement easier to read and understand by adding headings to the various sections. These headings have been inserted for convenience only and do not affect the legal construction or interpretation of this Agreement.

Definitions Within this Agreement “you” or “your” means the Participant and “we”, “us” or “our” means The Bloom of Youth.

Agreement means the contractually binding agreement made between us and you that is made up of the application form and the terms and conditions set out in this document.

Commencement Date means the date, agreed upon with you in advance, that the Program begins.

Deposit means that part of the Program Fee that must be paid by you in order to secure your place on the Program prior to payment of the balance of the Program Fee, such balance being payable in accordance with clause 3 below.

Participant means a participant on the Program and Participants means all and any Participant.

Placement Deadline means the date 21 days prior to the Commencement Date.

Program means any internship offered by Bloom of Youth.

Preference Area means your first, second and third choice of industry role as stated in the application form or established in the email correspondence in our admissions process.

Program Fee means the sum of the Deposit and the remaining balance, payable by you to us in accordance with Section 3 below.

Bloom of Youth means Bloom of Youth Co., Limited, a Hong Kong registered company: number 1864373.

Our Undertakings

1. In return for receipt of the Program fee, we will undertake the following:
 - (a) to provide you with an internship and any advanced activities if applicable;
 - (b) to provide an accommodation that meets the following minimum standards: a private bedroom or shared bedroom with person(s) of your gender, subject to payment and availability.



For the avoidance of doubt, we will only be responsible for and are only bound to provide the services and matters set out in Section 1 above.

Your Undertakings

2. You promise that all information given in the application is accurate and complete.
3. You promise that you will submit photos taken during the internship period, fill in the evaluation form and cooperate with our instructions after the program finishes for our marketing purposes.

Suitability of Participants

4. We retain all rights to reject the application of any person we deem unsuitable for our Program, at our own and absolute discretion.

Status of Participants

5. Participants remain the status as student and do not have employment relationship with the host organisations or companies. Participants are either student interns or work experience students.

Deposit and Program Fee

6. (a) Your Initial Deposit (“Initial Deposit”) is \$5,000HKD. The Initial Deposit is for the sole purpose of reserving your position in the Program and covering certain related administrative expenses. Upon receiving your Initial Deposit, Bloom of Youth agrees to place you in an internship by the Placement Deadline.

(b) Upon payment of your Initial Deposit, you agree to fully co-operate with Bloom of Youth in its attempts to find you a placement and agree to do so until the passing of the Placement Deadline. Without prejudice to the generality, examples of non-cooperation include, but are not limited to, not actively working with your assigned representatives from Bloom of Youth, skipping or missing scheduled internship interviews, not engaging in internship discussions with your Internship Coordinator, not responding to Bloom of Youth communications in a timely manner, allowing the placement process to be delayed due to missing agreed payment due dates and unreasonably refusing internships offered to you.

(c) If Bloom of Youth is unable to place you in an internship role in your Preference Area after the Placement Deadline, you will be given the option (i) to drop out of the Program and receive a refund of your Initial Deposit and all other Program payments made by you (“Full Refund”), or (ii) to request that Bloom of Youth continues the search process until you are placed; and if Bloom of Youth is still unable to place you within the extended time, you will receive a Full Refund.



- (d) You will have two opportunities to reject an offer. Invitation of interview or potential offer is counted as an offer. You are however reminded that there is not an unlimited number of internships open to you, and once rejected it's not possible to return the company if nothing better comes up.
- (e) If your Initial Deposit is received by us less than eight weeks before the Commencement Date, your Placement Deadline will be one week, instead of the usual three weeks, prior to the Commencement Date.
- (f) You are responsible for covering all and any charges related to foreign currency transfers and international bank payments: this applies to your Deposit, Program Fee and any other transfer to us. If you underpay your Deposit due to not covering foreign currency transfers and international bank payments, you will make up the balance when you pay the Program Fee.
7. (a) If you withdraw from the Program for any reason before receiving any invitation of interview or potential offer, prior to the placement deadline other than Bloom of Youth's failure to place you by the Placement Deadline in your Preference Area, Bloom of Youth will be entitled to 50% of your Initial Deposit.
- (b) If Bloom of Youth determines, in its sole discretion, that you did not fully co-operate in the placement process at any time before the Placement Deadline, Bloom of Youth will be entitled to 100% of your Initial Deposit.
- (c) If you withdraw from the Program after using one or two opportunities to reject offers (invitation of interview or potential offer), Bloom of Youth will be entitled to 100% of your Initial Deposit.
- (d) If you withdraw from the Program after receiving an invitation of interview or potential offer, Bloom of Youth will be entitled to 100% of your Initial Deposit.
- (e) If you withdraw from the Program for any reason after being placed with a partner organisation but before the remaining program fee is paid, Bloom of Youth will be entitled to 100% of your Initial Deposit. Your acceptance of an interview or of a potential offer and partner organisation's acceptance of you as an intern will count as being placed with a partner organisation.
- (f) If you withdraw from the Program for any reason after being placed with a partner organisation and after the remaining program fee is paid, Bloom of Youth will be entitled to 100% of your Initial Deposit and remaining Program Fee, in other words there will be no refund.
- (g) Sometimes extenuating circumstances arise that affect your plans. In extreme cases, Bloom of Youth may consider case by case and make exceptional arrangement at its own discretion. Such cases will be contingent on proper documentation, where valid.



COVID-19 does not count as an extenuating circumstance. In case that there is a travel ban for entering internship destination or the COVID situation makes it infeasible to conduct the physical internship, options of postponing the internship to later available time and changing to virtual internship will be provided. If it is changed to virtual internship, the difference between program fees will be returned. However, deposit and program fee refund will be based on terms and conditions. Bloom of Youth reserves the right to determine the appropriate arrangement.

(h) All requests for refunds must be received in writing within 30 days of withdrawal.

(i) All Program Fees must be paid on or before the due date stated in the invoice issued by Bloom of Youth. Participants who fail to pay the Program Fee on or before the due date will receive none of the benefits of the Program, this includes, without limitation, placement in a confirmed Program and accommodation.

8. Program fee excluding the deposit proportion will be paid in a one-off payment.

Request to Vary Participation on the Program

9. Unless previously agreed, if you want to change the dates of your participation in the Program or change to another country after paying the Deposit, an administration fee of \$600 will be charged and the internship period may be shortened, which shall be determined at our sole discretion. No refund of program fee will be made. If such a request is made after you are placed in the organisation, we will refuse such change request.
10. We reserve the right to change your dates of participation in the program or to change to another country with your agreement. No refund will be made.
11. In the event that, for any reason at all, you decide to discontinue your place in the Program after it has started but before it is due to end no refund will be given.
12. If, for whatever reason, we have to cancel your participation in the program prior to your starting the Program a full refund of the Program Fee (for the avoidance of doubt this excludes the Deposit) will be given to you only if cancellation is for reasons which are in no way whatsoever attributable to you. No compensation can be given for any other costs incurred in relation to the Program, for example flight tickets and insurance. The costs incurred are not limited to the aforementioned examples.
13. In the event that you are refused an appropriate visa or suitable alternative by the Local Authorities, a full refund of the Program Fee excluding the Deposit will be paid if you filled out all and any visa forms correctly, and completed all and any steps in the required visa process correctly and on time. No



compensation can be given for cancellation of flights or any other costs whatsoever incurred by you. No refund of Deposit and/or Program Fee will be offered if your tardiness in completing the necessary visa requirements leads to start dates being delayed or your internship being cancelled. All refunds will be issued after deducting any bank transfer costs.

14. We will not be responsible for fees related to priority visa service.
15. A placement cannot be refused because of the location of the company. Many people in large towns travel for an hour or more to get to work and you should be prepared to do this.

Website and Promotional Material

16. The content and information displayed on our website and other promotional material is believed to be valid and correct but we will not be held liable and do not take responsibility for any misinformation or ambiguities in the content. Prices are subject to change without notice and you will be liable for additional amounts owed due to price changes unless your deposit has already been submitted.
17. We reserve the right to take your photograph, or video footage of you, for use in our promotional material. We do not make any payments to individuals in respect of such use. We may (but are not obliged to) reproduce the photographs (or part of them) in our promotional material including, without limitation, posters, advertisements, printed publications, on our website and social media website pages. Copyright in the photographs will belong to the Bloom of Youth. By agreeing to these terms and conditions, you consent for your photographic data to be used for our promotional purposes.

The Format of the Program

18. We reserve the right to change our suppliers and the format of our Program as and when necessary, however we will endeavour to provide as similar a program as possible at all times.

Liability for Losses and Program Changes

19. We cannot accept any responsibility or liability for loss of or damage to your passport or any other personal property at any part of the visa process, during transit or during registration with the local authorities.
20. We cannot accept any responsibility or liability for Program changes or Program cancellations under any of the following circumstances; war or threat of war; terrorism or threat of terrorism; fire; sickness; environmental or climate concerns; acts of government or local authority; or, any other event or circumstance which amounts to a “force majeure” and in such cases no refund or compensation for any loss will be given to you unless otherwise decided at our sole discretion.



21. We cannot accept any responsibility or liability for Program changes when the internship provider changes its mind and refuses to take you as an intern after Program Fee is fully paid. We will endeavour to find you another internship position.

Your Responsibility

22. It is your responsibility to be aware of any national holidays or other events that may change the nature of the Program. Some internships are part-time while some are full-time. We cannot be held responsible for this.
23. International flights are not included in the cost of any of our Programs. It is your sole responsibility to arrange flights and insurance and to select providers based on your own decisions and experiences. We cannot be held responsible for any action, negligence or event relating to the purchase or operation of flight tickets or flights. We will also not be responsible for any costs or refunds due to changes or delays in flights.
24. You have to carry out your duties as an intern to the best of your ability and discuss the content of internship with the employer. We cannot guarantee the content of internship to be fully the same as the job description.

Experiencing Problems

25. If you should experience any problems whilst partaking in our Program, you must immediately inform us in writing by email or letter, with a clear explanation of the problem. In such an event, we will discuss the problem with you and will discuss ways in which the problem can be solved. We are not responsible for any conversations or anything that is said unless it is recorded in the written form either by email or by letter.
26. You agree to discuss any problems in your placement with our staff prior to discussion with your internship provider. If the assigned internship provider wishes to terminate your placement prior to the end of the stated time as a result of your inadequate or unhelpful participation or prolonged or repeated absence from work, you understand that no refund of fees will be given in this situation and we are under no obligation to provide another placement. In such a case, you will be required to leave the provided accommodation within two days of being informed by us.
27. If you wish to terminate your placement prior to the end of the time stated in the contract for any reason you must provide us with written notice, clearly stating the reasons for such a decision. You agree that no refund of the Program Fee or any other fees will be made in this situation, that no other placement will be offered and that you will be required to leave the provided accommodation within two days of being informed by us.

Safety



28. We, our affiliate agencies, suppliers and members of staff cannot be held responsible for any case of injury, accident, claim, theft, damage, sickness, cancellation or loss, in relation to our/their services.
29. You are responsible for your own safety during the trip and neither we, nor the assigned internship provider, take responsibility nor can be held liable for any accident, sickness, loss, damage, expense or hazard encountered throughout the Program.
30. You will be held responsible and liable for any damages to the assigned internship provider or accommodation provider during your placement. It is your sole responsibility to ensure you purchase personal liability insurance prior to the Commencement Date.

Complying with Rules, Local Laws and Acting Responsibly

31. In situations where you do not comply with the rules of the assigned internship provider or rules of our Program or the law of the country to which you go, we may release you from the Program and no refund will be granted to you and you will be required to leave the provided accommodation within two days of being informed by us.
32. You will take full responsibility for your conduct at all times during the Program. You will not act irresponsibly nor will you break the law of the country to which you go. You will not put yourself or others in dangerous situations. If you do any of the above you will be responsible for the consequences.
33. We reserve the right to expel, at our sole discretion, any Participant from the Program for reasons including but not limited to: breaking the law; bullying or harassment of other Participants; anti-social or unreasonable behaviour or unfit conduct towards other group members, our representatives, our suppliers'/affiliate agencies' representatives or the assigned internship provider or excessive absence from work. Whether a Participant has acted in any of the ways set out above will be determined by us in our sole discretion. In such instances, we retain the right to immediately eject the Participant from his or her accommodation and cancel their participation in the Program.

Third Party Behaviour or Actions

34. We take no responsibility and are not liable for any third party behaviour or actions including but not limited to that of the host internship provider and accommodation provider. We take no responsibility and are not liable for any accidents that take place at any third party locations including but not limited to the premises of the host internship provider and the designated accommodation. It is your responsibility to ensure you purchase personal liability insurance prior to the Commencement Date.



Accommodation

35. If you pay additionally for private bedroom, you are guaranteed to have private bedroom. No refund will be arranged if other students who did not pay additionally enjoy private bedroom.
36. If you should deem the accommodation which has been provided to you to be unsuitable, Bloom of Youth must be notified within 48 hours of the start of your first day in that accommodation in order for remedies to be made or, if necessary, alternative accommodation arranged. Any complaints about the unsuitability of accommodation arising 48 hours after the start of your first day in that accommodation will be dealt with at the discretion of Bloom of Youth.
37. Bloom of Youth cannot be held responsible for any complaints arising from issues outside of the specifications made in Section (1)(b), this includes, without limitation, relations with other inhabitants of the apartment/home-stay, relations with your neighbours and unequal standards of accommodation.
38. You are not allowed to have guests to stay in accommodation. In the event that guests stay in accommodation without consent from the homeowner, you may be required to leave the provided accommodation within 48 hours of being informed by us.
39. If the host or landlord demands compensation, he/ she will be required to communicate with you before your departure and provide with proof in the form of receipts, photographs, videos, documents or other customary forms of proof (including, but not limited to, appraisal or valuation forms or notices addressed to you) certified by you as true.
40. We reserve the right to make charges for any missing or damaged items or for any additional cleaning or repair charges to accommodation that may be incurred during the Program. You agree to pay these charges in full to us within 14 days of finishing the Program.
41. Please maintain respectful manner like noise should be kept as low as possible to respect neighbors and the host at night.

Insurance

42. You are responsible for ensuring that you have purchased full and comprehensive insurance prior to departure, which will cover you for the duration of your participation in the Program and which includes but is not limited to travel, health, medical and accident insurance. You must bring all relevant insurance documents with you to the country in which you are placed.



Non-Disclosure Agreements

43. In instances where the assigned internship provider demands it, you agree to sign a Non Disclosure Agreement with the assigned internship provider. Regardless of whether or not the assigned internship provider requires a written Non Disclosure Agreement, you agree to respect and keep confidential the intellectual property of the assigned internship provider.

Internship

44. We are not responsible for the workload or duties provided by the internship provider whether it is of a high intensity or low intensity, or whether it corresponds to the job description the internship provider provided. In such situations, you should discuss the problem with your employers and us and we will endeavour to resolve the issue accordingly. No compensation will be provided.
45. You have to understand that the exact work you will do depends on your level of education and qualifications, your experience and skills, and your second language level.
46. All placements may have some routine activity such as data entry or answering the telephone.

Notifications You Must Make

47. To comply with Visa regulations of the country to which you are going to, you must notify us if you have any of the following: Mental disease, Venereal Disease, Tuberculosis, HIV, Leprosy or other infectious diseases.
48. You must inform us of any travel abroad or any other unavailability of passport for visa processing during the 4 weeks prior to the Commencement Date. You must inform us of any unavailability of passport in this period at least 2 months before the Commencement Date. We cannot be held responsible for additional costs for express processing, postage, submission in person by our staff, or delay or cancellation of program due to failure to inform us of such details.

Maximum Liability

49. Our maximum liability, under all circumstances, is limited to the Deposit or Program Fee you paid.

Other Terms

50. A person who is not a party to the Agreement shall not have any rights under or in connection with it but this does not affect any right or remedy of a third party which exists, or is available, apart from the Act.



51. The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement is not subject to the consent of any person that is not a party to this agreement.
52. If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
53. If a provision of the Agreement (or any part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable or the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.
54. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Hong Kong.
55. Each party irrevocably agrees that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).