

# The University of Bayreuth's General Conditions of Participation in the Bayreuth International Summer School

(version date: December 2021)

## I. The University of Bayreuth's General Conditions of Participation in the Bayreuth International Summer School:

### No. 1 Scope

- 1.1 These General Terms and Conditions of Participation apply to participation in the Bayreuth International Summer School (hereinafter: BISS).
- 1.2 Unless otherwise stipulated in the conditions of participation of the event, the statutory provisions of the Federal Republic of Germany shall apply.

### No. 2 Registration and conclusion of contract

- 2.1 BISS registrations can be carried out in writing by registration form or e-mail. By registering, the participant registers bindingly for the selected event and for the specified conditions. With the sent registration, the respective conditions of participation as well as the General Conditions of Participation are accepted. The participant agrees to the purpose-related collection, processing and use of the data provided by him or her. The required documents / evidence are to be enclosed.
- 2.2 The BISS will confirm receipt of the registration to the participant immediately by e-mail or other means.
- 2.3 After processing the registration, the participant will receive confirmation of registration and an invoice.
- 2.4 The conclusion of the contract for other programme takes place through the confirmation of registration.

### No. 3 Access requirements and confirmation of participation

- 3.1 In order to participate in the BISS, the relevant participation requirements must be met (e.g. knowledge of English). Confirmation of participation is issued if an applicant fulfils the participation requirements set for the respective programme.
- 3.2 If the number of registrations exceeds the number of available places, the date of receipt of the complete documents decides on the selection of participants, unless the announcement contains deviating regulations. The BISS may set up a waiting list. There is no legal claim to confirmation of participation.

### No. 4 Withdrawal and revocation of the confirmation of registration

The BISS may withdraw the confirmation of registration if it subsequently transpires that the requirements were not met or if the confirmation of registration was brought about by fraudulent deception, coercion or bribery. In the event of withdrawal or revocation of the confirmation of registration by BISS, there shall be no entitlement to reimbursement of fees paid. If BISS incurs additional costs due to the withdrawal or revocation of the confirmation of registration, these are to be borne by the participant.

### No. 5 Participation fee

- 5.1 The stated participation fee is partially exempt from VAT in accordance with § 4 No. 22 UstG. The BISS will only provide meals for the participant and any necessary overnight accommodation if this is expressly included in the relevant offer. These catering and accommodation services must be listed separately and are subject to turnover tax.
- 5.2 Payments are to be made without deduction to the specified account after receipt of the fee notice, but in any case before the start of the first course. Final entitlement to participate is dependent on full payment of the participation fee.

### No. 6 Cancellation

- 6.1 Cancellation of the registration is only possible in writing.
- 6.2 In the event of cancellation of participation, the following fees will be charged depending on the time of cancellation:
  - Cancellation by 30 April 2022: 200 Euro fee
  - Cancellation by 31 May 2022: 400 Euro fee
  - Cancellation after 01 June 2022: 100% of the invoiced amount
  - Cancellation by students of the University of Bayreuth is free of charge up to the start of the course.
- 6.3 The receipt of the cancellation declaration by BISS is decisive.

### No. 7 Termination or exclusion

- 7.1 In the event of non-attendance, cancellation or exclusion from the BISS, the full participation fee is owed.
- 7.2 Exclusion may be due to the following reasons in particular: Failure to meet individual requirements and deadlines.

### No. 8 Date / programme changes and cancellations

- 8.1 BISS reserves the right to postpone, cancel or combine the event with other events if the number of participants is too low or for other urgent reasons. In this case, the participant has the right to withdraw from the event. Further claims, in particular for reimbursement of expenses (cancellation fees for booked travel or hotel), do not exist.

- 8.2 The BISS reserves the right to change the programme for important reasons. In particular, it is entitled, in justified cases, to have the event conducted by speakers other than those specified, as well as to change the event format (for example, from an offline format to a hybrid or online format).

### No. 9 Reservation of right of amendment

The BISS reserves the right to regularly update and develop the content of the events. The BISS website provides up-to-date information about the event content. The current brochure/flyer applies, in case of urgent or necessary changes the contents of the website.

### No. 10 Certificate / Degree

- 10.1 The certificate of successful participation requires the full attendance of the participant at the specified dates and times.
- 10.2 In order to receive a certificate, the examination performances defined in advance for the respective BISS course must be passed successfully.

### No. 11 Documents submitted

Documents and software provided or made available by BISS or the University of Bayreuth as part of the event are subject to copyright and may not be reproduced, processed, copied, distributed or used for public reproduction without the written permission of the University of Bayreuth. In the event of infringements, the participant may be liable to pay damages.

### No. 12 Warranty

No liability is assumed for advice given and the economic usability of knowledge acquired.

### No. 13 Liability

- 13.1 Claims for damages on the part of the participant, irrespective of the legal grounds, in particular due to breach of obligations arising from the contractual obligation and from unlawful acts, shall be limited, insofar as legally permissible, to intent and gross negligence. In the case of gross negligence, however, liability shall be limited to compensation for the direct average damage that is foreseeable and typical for the type of event, insofar as no mandatory liability exists.
- 13.2 Otherwise, claims for damages - regardless of their legal nature - are limited to the amount of the participation fee.
- 13.3 Any claims against the statutory accident insurance remain unaffected.

### No. 15 Final provisions

- 15.1 Insofar as the present Conditions of Participation provide for the written form, the sending of an e-mail also corresponds to this written form.
- 15.2 All legal relationships arising from the registration for participation in events offered by the BISS of the University of Bayreuth shall be governed by Bavarian higher education law and the provisions of federal German law superordinate to these.
- 15.3 The contractual language is German.
- 15.4 Should any provision of these General Terms and Conditions of Participation be invalid or contestable, the remaining provisions shall remain unaffected.
- 15.5 Ancillary agreements must be in writing to be effective.

## II. Data Protection and Provisions on the Use of Photographs/Films (Model Release)

### No. 1 Data protection information

- 1.1 The person responsible for data processing within the framework of the BISS is the International Office (Dr. Arnim Heinemann, Phone: +49 (0)921/55-5275, E-mail: international@uni-bayreuth.de) and the Campus Academy (Prof. Dr.-Ing. Dieter Brüggemann, campus-akademie@uni-bayreuth.de) of the University of Bayreuth.
- 1.2 BISS stores, collects and processes personal data of the participants which is provided by the participant himself/herself in the course of registration, i.e. form of address, first and last name, email address, address, billing address, date of birth, place of birth, nationality, passport number, information on studies at the home university, language skills, as well as registration documents uploaded by the participant (curriculum vitae, overview of grades, enrolment certificate and letter of motivation).
- 1.3 The legal basis for data processing is Art. 6 para. 1 lit. a DSGVO if the user has given his consent.
- 1.4 Personal data is processed for the purpose of registration processing, invoicing, event planning and implementation, as well as for documentation and evaluation purposes.
- 1.5 The data will be deleted as soon as it is no longer required to achieve the purpose for which they were collected. Unless otherwise agreed, BISS will only store and process this personal data as long as this is necessary for the implementation and evaluation of the event. After the end of the event, the personal data of all participants will be completely deleted, unless otherwise agreed.
- 1.6 Personal data may be passed on to service providers or processors (e.g. when booking accommodation for the excursion).
- 1.7 If your personal data is processed, you are a data subject within the meaning of the GDPR. As a data subject, you have the right of access, rectification, restriction of processing, deletion, information, data portability, objection, revocation, automated decision-making in individual cases, including profiling, and the right to lodge a complaint with the competent supervisory authority for data protection (Bavarian State Commissioner for Data Protection, Prof. Dr. Thomas Petri, PO Box 22 12 19, 80502 Munich, poststelle@datenschutz-bayern.de, Phone: 089 212672-0).
- 1.8 The participant agrees to the use and processing of his or her information and personal data for the above-mentioned purpose.

**No. 2 Basic Provisions on the Use of Photographs/Films (Model Release) in Consideration of the Basic Data Protection Regulation**

- 2.1 The participant grants the University of Bayreuth the non-exclusive right of use, free of charge and revocable for the future, in known and unknown types of use, to the recordings made during the event (consent of the person depicted according to Art. 6 1 a) DSGVO).
- 2.2 The recording serves the purpose of presenting the University of Bayreuth to the outside world in print media, on television via distribution channels, on the internet, in newsletters, on CD, DVD and other storage media, including those not yet developed or known at the time of the agreement, for the purpose of presenting the University of Bayreuth to the outside world, regardless of whether these purposes already existed or were known at the time the agreement was concluded. The right of use also includes digitization and electronic image processing, for example by retouching or montage.

**No. 3 Rights of the person depicted and duration of storage**

- 3.1 The person depicted has the following rights vis-à-vis the University of Bayreuth with regard to the personal data concerning the respective person:

- Right to object to processing (Art. 21 GDPR)
- Right of access (Art. 15 GDPR)
- Right to rectification (Art. 16 GDPR) or deletion (Art. 17 GDPR)
- Right to restriction of processing (Art. 18 DSGVO)
- Right to data portability (Art. 20 DSGVO)
- Right to complain to a data protection supervisory authority about the processing of your personal data by the University of Bayreuth (Art. 77 DSGVO)

You may exercise these rights by any means of communication specified by us in the registration form. All stored personal data will be deleted in this case.

- 3.2 The data will be deleted as soon as it is no longer necessary to achieve the purpose of the processing. This is the case when the recordings are no longer used for external presentation purposes.

**No. 4 Contact details**

- 4.1 Name and contact details of the responsible employee at the University of Bayreuth:

International Office:  
Dr. Arnim Heinemann  
Phone: +49 (0)921/55-5275  
E-mail: international@uni-bayreuth.de

Campus Academy:  
Prof. Dr.-Ing. Dieter Brüggemann  
Phone: +49 (0)921/ 55-7160  
Fax: +49 (0)921/ 55-7333  
E-mail: campus-akademie@uni-bayreuth.de

- 4.2 Name and contact details of the Data Protection Officer of the University of Bayreuth:

Thomas Frahnert  
University of Bayreuth  
Central University Administration  
95440 Bayreuth

Phone: 0921/55-5335  
E-mail: datenschutz@uni-bayreuth.de