

## The University of Bayreuth's General Conditions for Participating in Special Advanced Studies at the Campus Academy

(As of February 2021)

### I. The University of Bayreuth's General Conditions for Participating in Special Advanced Studies at the Campus Academy:

#### No. 1 Scope

- 1.1 The present General Conditions of Participation apply to participation in special continuing education courses offered by the Campus Academy of the University of Bayreuth (hereinafter referred to as "Campus Academy"):
- 1.2 These are seminars, courses, events and conferences.
- 1.3 Unless the conditions of participation of the relevant course/event state otherwise, the legal provisions of the Federal Republic of Germany apply.

#### No. 2 Registration and concluding a contract

- 2.1 Registrations for special advanced studies at the Campus Academy may be carried out in writing by letter, fax or e-mail. By registering, the participant registers in a binding way for the selected course/event and under the specified conditions. With the submitted registration, the relevant 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 necessary documents / evidence must be enclosed without being asked to do so.
- 2.2 The Campus Academy shall immediately confirm receipt of the registration to the participant by e-mail or other means.
- 2.3 After registration has been processed, the participant will receive a confirmation of registration and an invoice.
- 2.4 The conclusion of a contract for other continuing education courses is effected by the confirmation of registration.

#### No. 3 Conditions of access and confirmation of participation

- 3.1 In order to participate in the continuing education programmes and formats of the Campus Academy, the relevant participation requirements must be met (e.g. a university degree, English proficiency). Confirmation of participation is issued if an applicant fulfils the participation requirements laid down for the continuing education course in question.
- 3.2 If the number of registrations exceeds the number of available places in the relevant continuing education course, the date of receipt of the complete documentation shall determine the selection of participants, unless the announcement contains different provisions. The Campus Academy may establish a waiting list. There is no legal claim to a confirmation of participation. The confirmation of participation for individual continuing education measures does not entitle the student to admission to the continuing education master's programmes offered by the University of Bayreuth.

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

The Campus Academy may withdraw the registration confirmation if it subsequently turns out that the requirements were not met or if the registration confirmation was obtained by fraudulent deception, coercion or bribery. In case of withdrawal or revocation of the registration confirmation by the Campus Academy, there is no claim for refund of paid fees. If the Campus Academy incurs additional costs due to the withdrawal or revocation of the registration confirmation, these are to be borne by the participant.

#### No. 5 Participation fee

- 5.1 The stated participation fee of the relevant continuing education component is partially exempt from turnover tax according to § 4 no. 22 UStG. The Campus Academy will only provide the participant with meals and any necessary overnight accommodations if this is expressly included in the course offer. These catering and lodging services must be reported separately and are subject to turnover taxation.
- 5.2 Payments are to be transferred without deduction to the specified account after receipt of the fee notification, but in any case, before the start of the first course. The final eligibility for participation is dependent on the full payment of the participation fee.

#### No. 6 Cancellation

- 6.1 Cancelling 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 occurring up to 8 weeks before the start of the course: € 130
  - Cancellation occurring up to 4 weeks prior to the start of the course: 50 % of the amount invoiced
  - Cancellation occurring less than 4 weeks prior to the start of the course: 100 % of the amount invoiced
  - Cancellation from University of Bayreuth students until the course start is free of charge
- 6.3 The decisive factor is the receipt of the cancellation declaration by the Campus Academy.

- 6.4 Cancellation fees are waived if the participant registers a substitute participant in his or her place for the course in question who fulfils the participation requirements, or if no participation fee is charged.

#### No. 7 Termination or exclusion

- 7.1 In the event of non-attendance, discontinuation or exclusion from continuing education courses, the full participation fee is due.
- 7.2 Exclusion may be based, in particular, on the following reasons: failure to meet individual requirements or deadlines, exceeding the maximum number of failed attempts.

#### No. 8 Changes of dates / programme and cancellations

- 8.1 The Campus Academy reserves the right to postpone, cancel or merge the course with other courses 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 contract. There are no further claims, especially for reimbursement of expenses (cancellation fees for booked travel or hotel).
- 8.2 The Campus Academy reserves the right to change the programme if there are important reasons for doing so. In particular, it shall, where justified, be entitled to have the course conducted by speakers other than those specified in the course.

#### No. 9 Right of modification

The Campus Academy reserves the right to regularly update and develop the course content. The website of the Campus Academy provides up-to-date information on course content. The current version of the relevant brochure / flyer should be consulted in case of urgent or necessary changes to the contents of the website.

#### No. 10 Certificate / Degree

- 10.1 The certificate of successful participation in a continuing education course, programme or seminar requires the participants' regular attendance on the specified dates and times.
- 10.2 To obtain a certificate, the participant must successfully pass the examination components previously defined in the continuing education programme.
- 10.3 The Campus Academy reserves the right to charge a processing fee in the event of repeating a written examination or participation in repeat examinations. This applies to components that are attended outside the scheduled course period.

#### No. 11 Documents provided

Documents and software provided or made available by Campus Academy or the University of Bayreuth within the scope of the courses are subject to copyright and may not be reproduced, processed, copied, distributed or used for public communication without the written permission of the University of Bayreuth. In the event of infringements, the participant shall be liable to pay damages if necessary.

#### No. 12 Warranty

No warranty is provided for the advice given or the economic usability of the knowledge and skills acquired.

#### No. 13 Liability

- 13.1 Claims for damages by the participant, regardless of the legal basis, in particular for breach of duties arising from contractual obligation and from unlawful acts, are limited to intent and gross negligence, insofar as legally permissible. In the event of gross negligence, however, liability shall be limited to compensation for the foreseeable, contractually typical, direct average damage according to the type of course, unless there is mandatory liability.
- 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. 14 Accuracy of the information / data protection

- 14.1 The Campus Academy points out that the participant must provide his or her correct address data. In case of disregard, the University of Bayreuth reserves the right to take legal action.
- 14.2 The participant is informed that the data collected will be stored by the University of Bayreuth in machine-readable form and processed within the scope of the purpose of the contractual relationship. This data will be treated confidentially.
- 14.3 The participant agrees that the data collected may be stored even after the end of the booked course for the purpose of further support of the participant and that he or she may receive information material from the University of Bayreuth for this purpose. The transfer of data to third parties, with the exception of order data management, is not permitted. The participant can revoke this agreement in writing at any time (see also III No. 2.1).

#### No. 15 Final provisions

- 15.1 If the written form is required in these conditions of participation, the sending of an e-mail or a fax also corresponds to this written form.
- 15.2 All legal relationships arising from registration for participation in courses offered by the Campus Academy of the University of Bayreuth shall be governed by Bavarian higher education law and the overriding provisions of German federal law.
- 15.3 The contract language is English.

- 15.4 Should any provision of the present General Conditions of Participation be invalid or contestable, the remaining provisions shall remain unaffected.
- 15.5 Collateral agreements must be in writing to be effective.

**II. Provisions on the use of photographs and films (model release) in consideration of the General Data Protection Regulation**

**No. 1 Basic provisions**

- 1.1 The person named in the registration form grants the University of Bayreuth the free, revocable, non-exclusive right of use - revocable for the future - of any recordings made within the scope of the course named in the registration form (consent of the person depicted in accordance with Art. 6 I a) GDPR).
- 1.2 The recording serves the purpose of external representation of the University of Bayreuth within the framework of print media, on television via distribution channels, on the Internet, in newsletters, on CD, DVD and other storage media, including those which were not yet developed or known at the time of the agreement, for the purpose of external representation of the University of Bayreuth, 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 for retouching or montages.

**No. 2 Rights of the person depicted and duration of storage**

2.1 The person depicted has the following rights vis-à-vis the University of Bayreuth with regard to the personal data relating to that person:

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

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.

2.2 The data will be deleted as soon as it is no longer necessary for the purpose of the processing. This is the case if the recordings are no longer used for external presentation purposes.

**No. 3 Contact details of the responsible persons**

3.1 Name and contact details of the University of Bayreuth's Data Protection Officer:

Dr. Michael Renz  
University of Bayreuth  
Campus Academy for Continuing Education  
95440 Bayreuth

Phone: 0921 / 55-7320  
E-mail: michael.renz@uni-bayreuth.de

3.2 Name and contact details of the University of Bayreuth's Data Protection Officer:

Thomas Frahnert (*Oberregierungsrat*)  
University of Bayreuth  
Central University Administration (ZUV), Division I/AR  
95440 Bayreuth

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

**Contact:**

University of Bayreuth by Campus Academy, Universitätsstr. 30, 95440 Bayreuth,  
Phone: 0921/55-7320  
Director: Prof. Dr.-Ing. Dieter Brüggemann  
Head of Office: Dr. Michael Renz