



GTC

General Terms and Conditions ("CTG") of the Filmuniversität Babelsberg KONRAD WOLF (Filmuni) for the Booking of Courses at the Filmuni Summer School (FSS)

1. SCOPE OF APPLICATION

The following General Terms and Conditions ("GTC") apply to all contractual relationships regarding participation in events, advanced training courses, seminars, workshops, online services as well as similar services of the Filmuni Summer School (hereinafter referred to as FSS) with the participants (hereinafter referred to as TN) or the person submitting the booking.

If individual provisions are invalid, this shall not affect the validity of the GTC as such or the underlying contracts. An invalid provision shall be replaced by the legally permissible provision presumably intended by the parties in accordance with § 306 Section 2 of the German Civil Code (BGB).

2. PARTICIPATION & ENROLLMENT

2.1 Events without application procedure

Basically, participation in the events of the FSS is open to any person. Limited course places will be allocated according to the date of arrival of the complete registration (including any TN fees), as long as the number of registrations does not exceed the number of available course places. The registration must be submitted within the specified deadline. There is no legal claim to admission.

Registration can be done at the website www.filmuniversitaet.de/summerschool via a digital form. The desired course needs to be selected, the personal data needs to be entered and the registration is then sent by clicking on the button "Book now". The booking person also has to confirm that he/she has read and accepted the General Terms and Conditions as well as the Privacy Policy.

2.2 Events with application procedure

The FSS decides on the allocation of places for participants in events with an application procedure, if necessary in consultation with the respective partner of the event, based on the qualification of the applicant.

The application must also be made on the website www.filmuniversitaet.de/summerschool via the digital form. The application must be submitted within the specified deadline. All required data and documents must be filled in by the applicant and be provided without further request. The applicant must confirm that he/she has read and accepted the General Terms and Conditions as well as the Privacy Policy. The application must be sent digitally by clicking on the "Book Now" button. Valid application date is the date of reception at the Filmuni. There is no right for the application to be considered after the application closing date. Admission to the course may be denied if the documents are not received until the application deadline.

2.3 Personal data

Enrolling in both of the above procedures constitutes freely revocable consent to electronic processing and storage of your data. The Filmuni will store personal data in accordance with German legal requirements (please refer to the Filmuni's Privacy Policy).

FSS reserves the right to communicate the name and contact details of the speakers and course instructors of an event, unless the consent to do so has explicitly been denied in writing. This also applies to the communication of the name and contact details of the participants of funded events to the respective funding institutions.

3. CONTRACTUAL RESERVATIONS

This contract is subject to the condition that

- the information provided in the application complies with the required admission prerequisites stated on the website. The relevant admission requirements for the individual courses are specified in the respective course descriptions (e.g. degrees, professional experience). Admission to participate in the course is granted only if the participant meets the applicable requirements and has reached the minimum age specified in the course description by the time the course commences.
- the minimum number of participants specified in the respective course description is reached.
- for participants under the age of 18: The registration has been conducted exclusively by the legal representative(s) as Contract Partner(s) and all required declarations and/or consents have been submitted to FSS in text form (e.g. in writing, by mail or e-mail) after registration has taken place.

4. APPLICATION VALIDITY

A legally binding contract for events without an application procedure is concluded by clicking on the "Book now" button and the subsequent confirmation of the e-mail sent out by FSS. In the case of paid services, the participant is thereby obligated to pay the participant fee.

Events with a preceding application procedure are concluded by the acceptance of the offered place for the participant by the applicant in due time via e-mail. The acceptance of the participants' place through the participant is binding and obligates the participant to pay the participants' fee in the case of paid events.

In the case of paid events, the participant will receive a request for payment by e-mail. A request for payment by mail will only be sent upon explicit request. The course fees shall apply per person and per event. The course fees are due upon receipt of the payment request within 14 days, without need for further payment requests. The course fee must be paid by bank transfer before commencement of the course. The participant is responsible for the payment regarding any bank or transfer fees. The participant is not entitled to use any other payment method.

Timely transfer of the course fee to the Filmuni bank account cannot be guaranteed in case of enrolment shortly before the commencement of the respective course. The participant must therefore submit a confirmation of payment without request in order to be eligible to participate in the course. If payment is not received on the Filmuni bank account on the day of the event, the FSS reserves the right to exclude the participant from the event.

Filmuni may revoke admission if it is later determined that the admission requirements were not met or were caused by fraudulent misrepresentation, coercion or bribery. In the event of withdrawal of admission, reimbursement of fees already paid is not possible. All costs incurred as a result of the withdrawal have to be borne by the participant.

5. SPECIAL CONDITIONS FOR PARTICIPATION IN COURSES

5.1 Course groups

For individual courses, the minimum number of participants applies, which results from the respective course description. This contract is conditional to the minimum number of participants being reached. The participant will be informed at least 14 days before the course commences. Fees already paid will be refunded. Further claims are excluded.

5.2 Change of program, cancellation and postponement of events

Filmuni reserves the right to change speakers, course dates and locations if necessary (e.g. in case of illness/ability of the speaker(s)), to postpone the event or to cancel it completely. The participant will be informed as soon as possible. Reimbursement of compensation or follow-up costs for the participant due to the cancellation or postponement of the event is excluded, unless the FSS is responsible for wilful intent or gross negligence.

If the FSS cancels the event, any course fees already paid by the participants will be refunded in full. Should the date be postponed, the participants have the right to withdraw from the registration within one week after announcement of the date by notifying the FSS in writing (via e-mail or mail). If the participants decide not to withdraw, their silence will be considered as a binding registration for the course at the new date, without the need for a new confirmation through FSS.

Changes of the course form (e.g. from present to online) as well as modifications of the content of the curriculum on the part of the FSS shall not entitle the participant to withdraw from the course. FSS is entitled to change, limit or exchange the contents of the courses as well as to modify modules adequately with regard to their contents, in particular to reduce or extend such contents.

5.3 Withdrawal

Participants may withdraw from the binding booking. The cancellation fee for withdrawal from a course before the closing dates is 25% of the course fee. After this deadline, no refund is possible. Relevant for the observance of this deadline is the arrival of the withdrawal notice (in writing, by mail or e-mail) at the Filmuni. The participant will not receive any course materials after withdrawal from the course or in case of no-show at the course. Special registration fees listed in certain course descriptions are excluded from reimbursement.

5.4 Obligations of the Participants

The participant in a classroom course

- is responsible for ensuring, at his/her own expense, that his/her stay at the course location is legal and that he/she has the necessary travel and residence permit/visa. The FSS is in no way responsible for the issuance, acquisition or approval of visas.
- is responsible for obtaining his/her own health, accident, liability and household insurance.
- undertakes to act in a respectful manner and to comply with the course and house rules.
- is responsible for loss or damage to his/her personal property throughout the duration of the course. Upon entering a course location, the participant agrees to comply with the

specific house rules. In case of damage/loss to the Filmuni's facilities and equipment caused by the participant, the participant is generally liable. Any further liability on the part of the Filmuni is excluded to the extent permitted by law.

The participant in an online event

- is responsible for ensuring that he/she meets the technical requirements necessary for participation in the course and specified in the offer.
- may not publish or make accessible to third parties any access data provided to him/her regarding learning platforms of the FSS.

5.5 Copyrights, Rights of Use and Work Results

All course material is protected by copyright. The participants are exclusively granted a single, non-transferable right of use for personal purposes within the scope of course participation.

In particular, participants are not permitted to reproduce course material - in whole or in part - for third parties, to make it publicly accessible or to forward it, to post it on the Internet or other networks, whether for a fee or free of charge, to resell it, or to use it for commercial purposes. Any copyright notices, trademarks or brand names may not be removed. Violations of copyright law may be prosecuted.

Filmuni owns the rights to all recordings made by or with participants in the context of FSS courses and events and which depict the participants. The recordings can be (motion-) pictures as well as sound recordings (free of charge or against payment) and are unlimited regarding content, time and place in all known and not yet known forms of distribution. The Filmuni has the right to alter the resulting image, video and sound material through montage as well as image and sound editing, in addition to processing and publishing the material in other films, image and sound productions. The participants who made the recordings will remain the creators of the work. After the event they will receive a link with the recordings. Provided that all rights are clarified in the film, the link will be publicly available and may be shared or integrated into any other websites. The participants are not allowed to publish the recordings elsewhere or to exploit them (non)commercially (e.g. at film festivals, cinemas, websites...).

5.6 Communication

Email is the preferred method of communication. We assume that the participants check their e-mail inbox regularly.

6. SUPPLEMENTARY AGREEMENTS

Any supplementary agreements must be confirmed in writing in order to become effective.

7. LIABILITY

FSS assumes no liability for the actuality, correctness and completeness of the content with regard to the documents used and the performance of the event. FSS shall only be liable for personal injury or damage to property in the event of intentional or grossly negligent breach of contractual obligations. With regard to online services, FSS shall be responsible for their suitability to be used in accordance with the contract. Insignificant restriction of the suitability shall not be taken into consideration. FSS will remedy deficiencies within a reasonable period of time. The participants themselves shall be liable for damage caused by their own fault.

8. PLACE OF JURISDICTION AND PLACE OF PERFORMANCE

German law shall apply. Place of jurisdiction and place of performance is Potsdam.

Last change: 15.03.2021