

General Terms and Conditions of Study (GTC)

I. General Information - Study Course Sports Management

The Sports Management degree programme at the ESM-ACADEMY is a certificate course of studies which is carried out on the basis of the study and examination regulations of the Allensbach University of Konstanz. The course of studies is designed for the standard period of study of twelve months over two semesters, concludes with an examination (term paper and written exam) and is evaluated with 18 ECTS points. In numerous on-demand lectures with a total duration of around 90 hours, students are taught material that picks up on the most important specialist knowledge from various areas and is geared towards future employment, particularly in the sports industry. In addition, there is a live session in each module in which students can interact directly with the lecturers and ask questions. The lecturers are exclusively experts with practical experience. In addition, an optional specialist lecture takes place at least once a year, either online or in person, at which an expert from the sports industry gives an in-depth lecture on a topic relevant to the study programme. The current transcripts for each lecture can be downloaded as a PDF from the online campus as well. In addition, the reading material accompanying the course of study is sent to students. The programme is generally aimed at all those interested in sports and in particular at those who are already currently active in the sports industry (either as professional athletes, in other close connection with the sports industry or with the aim of entering the sports industry). Ideally, the course of study is structured in such a way that it can be flexibly integrated into the everyday life of the sports student and can be combined with employment in terms of time and space. Further information is available on our website www.esm-academy.de/en.

II. Scope of application of the GTC

These General Terms and Conditions (GTC) apply to the contractual relationship between the European Sportsmanagement Academy (hereinafter referred to as ESM-ACADEMY) and students (hereinafter referred to as 'candidates' or 'students') Further contractual components include the ESM-ACADEMY's study and examination regulations and the "Virtual Classroom" terms of use.

III. Registration / admission / cancellation / revocation

1. Registration / admission to programme

Registration takes place by submitting the "Study Contract/Certificate Course" to be completed by the candidate, which is available on the ESM-ACADEMY website. The candidate must submit the evidence required therein to the ESM-ACADEMY in text form with the registration form. On the basis of the documents submitted, the ESM-ACADEMY will check whether the prerequisites for admission to the programme are met on the basis of the study and examination regulations. There is no entitlement to admission or to admission to a particular course of study. In the event

of admission, the candidate will receive confirmation of registration from the ESM-ACADEMY. With the confirmation, the contract is concluded and admission to the degree programme is granted. Admission to the programme is possible for the autumn and spring semester.

2. Cancellation of registration / non-admission

In the event of cancellation prior to admission by the candidate or non-admission by the ESM-ACADEMY, the candidate undertakes to return any teaching materials or enrolment documents already received in perfect condition; otherwise, any costs incurred as a result shall be borne by the candidate. After conclusion of the contract, there is only the right of revocation or to terminate the contract.

3. Right of cancellation

The candidate has a statutory right of withdrawal according to § 355 BGB.

Cancellation policy

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period is fourteen days from the day of the conclusion of the contract.

Right of withdrawal

In order to exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by means of a clear declaration (e.g. a letter sent by post, fax, e-mail). You can use the model withdrawal form available on the ESM-ACADEMY website, which is, however, not mandatory. In order to comply with the withdrawal period, it is sufficient that you exercise the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

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Consequences of withdrawal

If you withdraw from this contract, we must repay you all payments that we have received from you, including the delivery costs (with the exception of the additional costs resulting from the fact that you have chosen a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days from the day on which we received the notification of your withdrawal from this contract. For this repayment, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no case will you be charged for this repayment. You must return or hand over the goods to us immediately and in any case no later than fourteen days from the day on which you

notify us of the revocation of this contract. The deadline is met if you send the goods before the expiry of the period of fourteen days. You shall bear the direct costs of returning the goods in the amount of up to € 30.00. You shall only be liable for any loss in value of the goods if this loss in value is due to handling of the goods that is not necessary for testing the quality, characteristics and functioning of the goods. If you have requested that the service should begin during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to that point in time at which you notify us of the exercise of the right of withdrawal with regard to this contract compared to the total scope of the services provided for in the contract.

IV. Rights and obligations of the contracting parties

1. Rights and duties of the student

1.1. General rights and obligations

The student is obliged to pay the fees, to observe the study and examination regulations of the ESM-ACADEMY and to comply with the terms of use listed under 'Virtual Classroom'. Within the scope of the study programme, the student receives access to the virtual classroom as well as to electronic teaching materials and thus the possibility to communicate virtually with the supervising lecturer. The student must keep all contractual data, in particular PIN codes and other passwords for the virtual classroom, secret and secure. In the event of loss of access data, he/she must inform the ESM-ACADEMY immediately.

1.2. Duties to cooperate

The student has to fulfil duties of cooperation, which include in particular attendance and performance duties with regard to academic achievements as well as information duties with regard to the implementation of the study programme. He/she shall ensure, at his/her own expense, that his/her access to the virtual courses is guaranteed in a timely manner and from a technical point of view (e.g. attendance at lectures in the virtual classroom, provision of personal performance records without unauthorised aids, provision of his/her own functional, Internet-capable PC with sufficient storage space).

Should a student be prevented from taking part in examinations for an important reason, he/she must notify ESM-ACADEMY immediately and provide proof of this on request (medical certificate in case of illness). The student undertakes to inform the ESM-ACADEMY immediately of any changes in his or her personal data (e-mail address, telephone number, place of residence, etc.).

1.3. Observance of copyright protection / third party rights

All teaching materials, transcripts, lecture recordings, videos, exams and other works provided are subject to copyright protection or the rights of third parties and may not be distributed or

passed on in any other way without the permission of the ESM-ACADEMY. ESM-ACADEMY reserves the right to take legal action in case of infringement.

1.4. Independent insurance obligation / duty to inform

The ESM-ACADEMY would like to point out that the student is not insured by the ESM-ACADEMY within the framework of the study programmes. The student undertakes to take care of his/her own insurance coverage (accident insurance, health insurance, etc.). Likewise, he/she is responsible for the lawful administration of the degrees awarded by the ESM-ACADEMY and must obtain information from the relevant authorities in case of questions.

2. Services of the ESM-ACADEMY / programme of studies

2.1. Services / Examinations

With the admission, the ESM-ACADEMY commits itself to properly educate the student on the basis of the study and examination regulations of the ESM-ACADEMY and the Allensbach Hochschule (Konstanz).

The programme of studies is conducted online in a virtual classroom. ESM-ACADEMY undertakes to grant the student access to the virtual classroom and to provide the student with the necessary study documents. In addition, the ESM-ACADEMY offers further support services, the latest details of which are available on its website. Examinations are held in the presence room of the ESM-ACADEMY.

2.2. Programme of studies

The standard period of study for a degree programme is twelve months (standard period of study under higher education law in Germany), and is divided into two semesters. After the end of the standard period of study, it is possible to extend the course of study for a period of six months immediately afterwards free of charge (free supervision period). In addition, the student can continue the course of study for a fee (extension of the period of study). The extension of the study period begins immediately after the free supervision period and lasts until the student has passed the exam. The student must submit an application to the ESM-ACADEMY before the end of the supervision period.

The ESM-ACADEMY shall decide on applications for leave (medical or other leave) at its own discretion on a case-by-case basis.

2.3. Admission to examinations / repeating examinations

In order to be admitted to the examination, the student must register in writing in due time in accordance with the examination regulations. The ESM-ACADEMY reserves the right to make the admission of a student dependent on the full payment of tuition fees.

In the case of failed exams (term paper / written final exam), there is the possibility of a one-time repeat attempt, subject to a fee.

3. Tuition fees

3.1. Course fee / fee compensation

The course fees cover the use of the virtual classroom as well as participation in online examinations, classroom events and attendance tests. Costs incurred by the student for travel to and from and for the stay at local appointments (e.g. food, accommodation, insurance, etc.) are to be borne by the student. After cancellation, re-registration or transfer to another course of study, the course fees that are then valid will apply.

3.2. Level of fees

The course fees are regularly calculated for the entire standard period of study. For the amount of the fees as well as the payment modalities, the currently valid price conditions of the ESM-ACADEMY listed on the 'Study contract/Certificate course' apply.

3.3. Special fees

There are special fees for the extension of the study period and the re-examination. The monthly fee for the extension of the study period is €99.00 plus VAT. The post-examination fee is a one-time fee of €600.00 plus VAT. These fees will be invoiced separately.

3.4. Terms of payment

The course fee is due for immediate payment in the amount of the first instalment upon notification from the ESM-ACADEMY of admission to the course unless otherwise stated in the invoices.

The respective course fees are due retroactively from the beginning of the semester even if the student does not start the course until the current semester is already underway or if he/she later changes to the 'upper' programme tier (PREMIUM programme).

The due dates for payment are those stated on the invoices.

If a student is in arrears with at least two fees, the entire tuition fee is due for immediate payment by the end of the respective semester. In the event of a delay in payment, the ESM-ACADEMY reserves the right to charge reminder fees and interest on arrears and to exercise its rights to refuse performance or terminate the contract.

In the event that a student is excluded from the virtual classroom for good cause, in the event of any other gross breach of duty or due to poor performance, there shall be no claim for reimbursement of tuition fees for previous periods.

4. Termination

4.1. Termination rights / de-registration

The student may terminate the contract for the first time at the end of the first half of the year after the contract was concluded by giving six weeks' notice. After the end of the first half-year, the student can terminate the contract at any time with a notice period of three months. The right of both contracting parties to terminate the contract for good cause remains unaffected.

Should a student be in default with at least two fees or be insolvent, the ESM-ACADEMY reserves the right to terminate the contract for good cause after unsuccessful reminder. Any termination must be in text form.

Upon termination for good cause by the ESM-ACADEMY, the student shall be de-registered.

4.2. Remaining fees

In case of termination, the student only has to pay the part of the fees which corresponds to the value of the services provided by the ESM-ACADEMY during the term of the contract.

V. Concluding regulations

1. Data protection

The ESM-ACADEMY processes data which are necessary for the provision of services in the field of academic education and training, for the execution of contractual relationships with students or staff and for invoicing. The ESM-ACADEMY's Privacy Policy in the currently valid version (<https://www.esm-academy.de/en/data-privacy>;) shall apply.

The student is entitled to view his/her data or to have information changed or deleted at any time.

ESM-ACADEMY declares that all persons commissioned internally by it have been instructed about the applicable data protection regulations and have undertaken to comply with them.

2. Force majeure

If one of the contracting parties is unable to fulfil its contractual obligations despite all due care due to force majeure (pandemic, natural events, strikes, restrictions imposed by the authorities, etc.), the due date of these contractual obligations shall be postponed for the period of the event that has occurred.

3. Applicable law/court of jurisdiction

The law applicable to the contract is German law.

The place of jurisdiction is, as far as legally permissible, the District Court of Nuremberg.