

Binding application



Deutsche
Sporthochschule Köln
German Sport University Cologne
Universitäre Weiterbildung

I would like to register for the following course and agree to the terms and conditions:

Please complete all sections fully and write legibly!

Course title/date

Ms./Mrs. Mr.

Title, surname, first name

Job title

Street, number

Zip code, town, state

E-mail (necessary for the confirmation of the course registration)

Phone

Mobile phone

Date of birth

Place of birth

After the deadline has closed, the Examination Board will decide on registration for the certificate programme and inform you. The course fee must be transferred to the account of the German Sport University Cologne before the course begins. The bank transfer details are on your application confirmation.

I herewith confirm that I have read and understood the terms and conditions and the data protection information. Based on the terms and conditions I give my binding application to the further education course shown above. I am aware of the fees for the course. **I HAVE BEEN INFORMED OF MY RIGHT OF WITHDRAWAL. THE WITHDRAWAL PERIOD WILL EXPIRE AFTER 14 DAYS FROM DATE OF CONCLUSION OF THE CONTRACT.**

Place/date

Signature of the participant

Application has to be sent to:

Deutsche Sporthochschule Köln /
Universitäre Weiterbildung
Am Sportpark Müngersdorf 6
50933 Köln
Germany

or via e-mail: weiterbildung@dshs-koeln.de

Terms and Conditions

As of: 01. July 2019

1. Eligibility for participation

Any person is eligible to participate in courses offered by the Department of Further Education. Minors must include a declaration of consent from their legal guardian in their application. If courses stipulate certain admission requirements, participants must fulfil these. The admission requirements are stated in the course descriptions. Participation in all practical courses is only permitted if the applicant has completed a health check-up prior to commencement of the course. If too few applicants register for the course, the German Sport University Cologne (hereafter "GSU Cologne") reserves the right to cancel the course.

2. Application

Applications for courses can be made by handing in or sending the properly completed application form, including all necessary certificates. By signing the applicant acknowledges the terms and conditions. No later than the expiry of the application deadline will the applicant receive written confirmation whether the minimum number of people have applied and whether the course will take place or not. If there are not enough places on a course, the unsuccessful applicant will be notified immediately. Applications will be considered in the order in which they are received. The application is binding subject to the provisions of No. 4.

3. Fees

The costs for the courses can be found in the course descriptions. The fees must be transferred on to the account of the GSU Cologne no later than when the course commences. Fees do not include the participant's board or lodging. Lunch is included only for single, specifically indicated events. A discount in the fees for external students, unemployed persons and apprentices/trainees is only given if the respective status exists during application. If a course is cancelled at short notice and cannot be held at a later date, the fee already paid will be refunded. Any further claims to costs for travel etc. are not permitted.

4. Cancellation

Participants may withdraw from courses without giving reasons. This must be given written text. Withdrawal is exempt from charges within 8 weeks of the commencement of the course. Cancellations up to 3 weeks before the commencement of the course are subject to a charge of 20% of the course fee of at least €20. Cancellations later than 3 weeks prior to commencement of the course will be subject to a charge of 50% of the course fee. The participant is entitled to prove to GSU Cologne that the cancellation has caused no or a substantially lower damage than the fixed penalty. The cancellation fee will not be charged if the participant can prove a breach of duty on the part of the GSU Cologne. If the participant withdraws from the course after it has commenced, he/she will be charged the full cost of the course. Non-attendance of the course, regardless of the point of time, does not exempt the participant from the obligation to pay. No charge will be made if the participant can find an authorized substitute until 3 days before the commencement of the course and the aforementioned substitute has handed in a binding application in accordance with number 1 of the principal terms and conditions. The cancellation of the original participant is to be carried out in written text. The original participant and substitute are responsible for their own financial settlement of the fee paid. If the participant is unable to find an authorized substitute and his/her non-attendance is due to ill health and if he/she has medical certificate stating such, the course fee is lowered to 50% of the original fee.

5. Liability

The GSU Cologne and its employees are only liable for wilful intent and gross negligence – except in the case of injury to health, body or the life of a participant and the duty to carry out the course. The participants are responsible for their own insurance coverage.

6. Data protection

Name and addresses of participants are handled solely for the purpose of the execution of the further education course, for accounting purposes and for passing on information about future courses. The legal basis is article 6 (1) sentence 1b) DS-GVO. For more information, please see our data protection information.

7. General information

If participants are absent for more than 10% of the lessons of the course as well as missing the integrated practical units the Department of Further Education reserves the right not to award a certificate to a participant. The content, schedule and dates of the further education courses as well as the assignment of speakers and instructors can be changed by the Department of Further Education whilst keeping the overall character of the course.

INSTRUCTIONS ON WITHDRAWAL

Right of withdrawal

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

To exercise the right of withdrawal, you must inform us (Deutsche Sporthochschule Köln, Stabstelle Akademische Planung und Steuerung, Abt. Universitäre Weiterbildung, Am Sportpark Müngersdorf 6, 50933 Köln, Germany, phone: +49 221 4982-2130, fax: +49 221 4982-7720, e-mail: weiterbildung@dshs-koeln.de) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Consequences of withdrawal

If you withdraw this contract, we shall reimburse to you all payments received from you including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

Data protection information

The Department of Further Education (hereafter "DoFE") at the German Sport University Cologne (hereafter "GSU Cologne") offers further education in the form of postgraduate studies and a postgraduate master's program to deepen academic and artistic skills and supplement practical work experience. Anyone who has successfully completed a university degree or has acquired the required aptitude at work can take part in further training. The respective access requirements can be found in the courses offered. Participation in further training offers requires prior registration / application. The protection of your personal data is a key concern for the GSU. Accordingly, we feel committed to the legal requirements of the European General Data Protection Regulation (hereinafter referred to as "GDPR") and - insofar as this is compatible with the GDPR - the Data Protection Act of the State of North Rhine-Westphalia that applies to us as corporations under public law (DSG NRW) and the Higher Education Act of the State of North Rhine-Westphalia.

With these data protection regulations we inform you about the handling of your personal data and your rights according to the General Data Protection Regulation (hereafter "GDPR").

1. Responsible body / contact

Responsible body in terms of data protection laws is:

German Sport University Cologne

Office for Academic Planning and Control, Department of Further Education

Am Sportpark Müngersdorf 6

50933 Cologne

Germany

Telephone: +49 221 4982-2130

E-mail: weiterbildung@dshs-koeln.de

Website: www.dshs-koeln.de

2. Contact details of the data protection officer

The data protection officer of the controller can be contacted as follows:

German Sport University Cologne

The data protection officer

Am Sportpark Müngersdorf 6

50933 Cologne

Germany

If you have any questions or suggestions regarding data protection, please feel free to e-mail us at datenschutz@dshs-koeln.de at any time.

3. Purpose of use, legal basis

The personal data requested in the registration form (title, surname, first name, address, e-mail address, telephone number, date and place of birth, possibly telephone number, profession, matriculation number), SpoHo.Net Plus / VDST membership, trainee or Unemployment status, as well as for certain further training offers, if necessary, further data on training / studies, professional experience and other knowledge and skills (e.g. language, driver's license or similar) and your bank details transmitted in the course of paying the participation fee will be used for the purpose of deciding on the admission processed for a training measure, the implementation of the training measure and for billing purposes. The aforementioned data are necessary for the conclusion of the contract or for the granting of a reduction in the participation fee. The legal basis is Art. 6 Para. 1 Clause 1 b) GDPR.

As part of the continuing education master's program, data is also processed for statistical purposes and transmitted to the State Office for Information and Technology in North Rhine-Westphalia and in pseudonymized form to the Federal Statistical Office. The legal basis for this is a legal obligation of the GSU from Art. 6 Para. 1 Clause 1 c) GDPR in conjunction with. §§ 3, 4 a. 7 HStatG ("Hochschulstatistikgesetz").

4. Disclosure of data

Your personal data will not be passed on to third parties without your express consent, unless this is necessary for the purpose of performing the training or due to a legal obligation. The transmission to state institutions and authorities entitled to receive information only takes place within the framework of the statutory information obligations or if we are obliged to provide information by a court decision. If we are dependent on contractually linked external companies and external service providers for the fulfilment of the purpose, these have been carefully selected and commissioned by us, are bound by our instructions and are regularly checked.

As part of the continuing education master's program, personal data is transmitted to the State Office for Information and Technology in North Rhine-Westphalia and the Federal Statistical Office for statistical purposes.

5. Storage period of your data

Your online registration for our further education courses takes place as part of the double opt-in procedure. To do this, you must fill out the online registration form, click the checkboxes to confirm that you agree to the general terms and conditions and the data protection provisions, and finally send the online registration. A confirmation e-mail will then be sent to the e-mail address you provided. To complete the registration process, it is necessary to click on the link contained in this e-mail. If you do not confirm your registration by clicking the link within 24 hours, your information will be automatically deleted.

If your application for a further education course is rejected or the course is not carried out (for example due to insufficient registration numbers), your data will be deleted or destroyed immediately after the decision about your non-participation or the non-implementation of the course.

When participating in further training offers in the form of continuing education studies, your personal data will generally be deleted/destroyed 10 years after the end of the course, unless your further education course is funded by an educational check. In this case, the statutory retention period may be longer. You can find details in the respective funding guidelines.

Your data will be kept for 30 years for postgraduate master's programs. After 30 years, the GSU Cologne is under an obligation to offer the documents to an archive or - in the event of the archive's refusal to accept them - to destroy them.

6. Your rights

Due to the collection and processing of your personal data, you have the following rights with regard to your personal data:

- Right to information according to Art. 15 GDPR,
- Right to correction of your data in accordance with Art. 16 GDPR or deletion of your data in accordance with Art. 17 GDPR,
- Right to restriction of processing according to Art. 18 GDPR,
- Right to data portability according to Art. 20 GDPR.

If you believe that your rights listed above have been violated within the meaning of the applicable data protection law, you also have the right under Art. 77 GDPR to complain to the competent supervisory authority. You can do this contacting:

The State Commissioner for Data Protection and Freedom of Information North Rhine-Westphalia,

Kavalleriestrasse 2-4, 40213 Düsseldorf

Box 20 04 44, 40102 Düsseldorf,

Telephone: 0211 38424 - 0

E-mail: poststelle@ldi.nrw.de

Further information is available at <http://www.ldi.nrw.de>.

7. Newsletter

If you would like to receive the newsletter of the DoFE of GSU Cologne, we need an e-mail address from you as well as information which allow us to verify that you are the owner of the e-mail address given and agree with the receipt of the newsletter. We use the so-called double opt-in procedure to ensure that the newsletter is sent out in an agreed manner. In the course of this, the potential recipient can be included in a distribution list. The user then receives a confirmation e-

mail to confirm the registration in a legally secure manner. The address is only actively included in the distribution list if the confirmation is given. We only use this data to send the requested information and offers.

Mynewsletter.rocks" from 4OfficeAutomation GmbH is used as the newsletter software. Your data will be transmitted to 4OfficeAutomation GmbH. 4OfficeAutomation GmbH is prohibited from selling your data and using it for purposes other than sending newsletters. 4OfficeAutomation GmbH is a German, certified provider, which was selected according to the requirements of the General Data Protection Regulation and the Data Protection Act NRW.

You can revoke your consent to the storage of the data, the e-mail address and its use for sending the newsletter at any time, for example via the "unsubscribe" link in the newsletter. The withdrawal of the declaration of consent does not affect the legality of the processing carried out based on the consent before the withdrawal.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To
Deutsche Sporthochschule Köln,
Stabstelle Akademische Planung und Steuerung
Abt. Universitäre Weiterbildung
Am Sportpark Müngersdorf 6
50933 Köln
Germany

Phone: +49 221 4982-2130

Fax: +49 221 4982-7720

E-mail: weiterbildung@dshs-koeln.de

- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*): _____

- Ordered on (*)/received on (*), _____

- Name of consumer(s), _____

- Address of consumer(s), _____

- Signature of consumer(s) (only if this form is notified on paper), _____

- Date _____

(*) Delete as appropriate.