

Innovation Summer School “Geist 21”

TERMS AND CONDITIONS

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These terms and conditions apply to the application for the Innovation Summer School “Geist 21”. Both parties are bound by these terms and conditions upon acceptance by us of an application for such enrolment.

The purpose of these terms and conditions is to set out the basis for your relationship with THERMHEX when you apply for the Innovation Summer School “Geist 21”. Your agreement with THERMHEX is made up of these terms and conditions, your registration form and application and the registration confirmation.

We are THERMHEX, a German GmbH (English *p/c*).
Our principal address is Merseburger Straße 237, 06130 Halle/Saale.
Our registered VAT number is DE 267 442 338.

You can contact us by sending an email to info@geist21.com .

If we have to contact you during the admissions process we will do so by sending you an email to the address you provided to us in your application.

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Your online application form will be a request by you to be considered to attend the Summer School “Geist 21” in accordance with these terms and conditions.

After examination of your registration form we will send you honeycomb core samples.

You then have to submit a short Motivation letter via email (info@geist21.com), containing your idea what to do with the product, which application, which market, which target-group, connection method, special features about existing products; CV; Where English is not the applicant’s first language, evidence of English language proficiency to be uploaded, a proof of enrollment from your current university or your last degree.

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Our acceptance of your registration will take place when we email you to confirm your attendance meaning that we have received full application and registration form and at that point a contract will come into existence between you and us.

If we are unable to accept your application, we will inform you by writing to you at the email address you provided to us in your application.

Admission decisions are made in accordance with the following Summer School admissions criteria:

You must be a university student or a graduate at the time of attending the Summer School.

Professional experience can be acknowledged as equivalent to a university qualification. You must be over the age of 18 at the time of attendance to the summer school. You must also have the appropriate level of English to attend.

Admission to the Summer School is based on a first come, first served basis.

Summer School places are subject to availability and are limited to 12 places to ensure a high quality of teaching and learning.

If we are unable to accept your application, for example because all places on a course have been taken, we will inform you by writing to you at the email address you provided to us in your application.

If we accept your application, you will be written to and a sample will be sent to you prior to the Summer School.

Applications may be accepted until 31 July 2017 (e-mail income).

ThermHex reserves the right to accept late applications at its discretion.

All questions on the application form are to be answered truthfully and all attachments need to reflect the truth. You confirm this upon submitting your application form. If you have provided us with information which is later found to be untruthful, ThermHex reserves the right to reject your application or withdraw the acceptance of such an application at any time. No refund of Fees will be granted in such cases and no costs, including but not limited to travel arrangements, will be reimbursed.

All our admission decisions are final and you do not have a right to complain.

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ThermHex will cover the costs arising during Summer School, e.g. for board, lodging, supporting programme and transportation (via public transit) to the locations of the activities. Travel costs and the costs arising separately during Summer School (activities during free time) are in total to be covered by the attendees.

You are expected to attend and participate in all programme activities organized by the team during the programme period (including evening events). This also includes planning for some preparation time before the Innovation Summer School begins.

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Cancellation by ThermHex

We may only cancel the Summer School if:

1. There are not enough applicants enrolled on the Summer School and it is not commercially viable for us to run the Summer School. The minimum number of applicants required for us to run the Summer School is currently ten (10); or

2. The Summer School's teaching staff fall ill or for other reasons outside our control are unavailable to teach, and no suitable alternative(s) is / are available; or

3. An event which is outside our reasonable control, such as a fire or a flood, means that we have to cancel the Summer School.

We will notify you about cancellations or postponements as soon as possible and by 15 September 2017 at the latest.

Cancellation by the Applicant

First round (online registration form):

You have the right to cancel your enrolment with us for any reason (including if you change your mind) within a 24 hour Cancellation Period. You do not have to give us any reason for cancelling. The Cancellation Period will expire after 24 hours from the hour of sending the acknowledgement of receipt by us to you.

Second round (application in full):

If we confirmed your attendance for the summer school, meaning we received your application in full, meaning you first received honeycomb core samples and sent us your motivation letter containing every information required and stated above, you will have the right to cancel your application within 5 days from the day after the day we email you to confirm your attendance.

To cancel your enrolment, you must clearly inform us of your decision to cancel before the relevant Cancellation Period has expired. You may do this by telephone +49 345 13162712 or via email to info@geist21.com.

You may use the model cancellation form at the end of these terms and conditions to notify us of your decision to cancel by email, but you do not have to.

To meet the cancellation deadline, it is important for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired. We have to have received it one day after the expiry of the Cancellation Period at the latest. Where the Cancellation Period would normally end on a day which is a Saturday, Sunday or a public holiday, the Cancellation Period will be extended so that it ends on our next working day.

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THERMHEX does not provide insurances to students, including travel, health or personal injury insurances.

Every effort is made to ensure that all information relating to the Summer School is correct at the time of going online or to print and THERMHEX will seek to deliver the Summer School in accordance with the description set out on the Geist21- web page.

There may be situations in which it is desirable or necessary for THERMHEX to make changes in the program.

THERMHEX reserves the right to:

- Make reasonable changes to the timetable, location or staff;
- Make reasonable changes to the content when necessary.

- Use selected third party providers

We will make every effort to provide the Summer School that you signed up for, but in the event that we have to make changes to the Summer School content, venue of the Summer School, Summer School tutor or faculty then we will let you know as soon as possible. You have in no case the right to cancel your enrolment on the Summer School.

The views expressed and information provided by key-note speakers and all Summer School materials provided to you during your Summer School are intended solely for the purpose of providing you with the services outlined above. They are not intended as advice to be relied on in other contexts, for example in connection with a business that you are running or are intending to run. ThermHex does not accept any liability if you do rely on such views, information or materials for purposes other than the Summer School.

You will be solely responsible for determining whether the Summer School is sufficient and suitable for your needs. We do not provide any guarantee in respect of the standard of your abilities on completion of the Summer School. To help us enroll you on to the Summer School, you must provide us with all information requested in connection with the Summer School. You can contact the Summer School office with any queries about the Summer School and its details. The Summer School is not formally accredited and may not be used (in whole or in part) to satisfy the requirements of any degree or diploma.

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All materials provided by THERMHEX in relation to the Summer School (and any intellectual property rights in the same) are and remain the property of THERMHEX or, in case of materials belonging to third parties, of the relevant third party. THERMHEX will obtain the necessary allowances and licenses for materials used that are not the property of THERMHEX.

Materials include all documentation or information provided by THERMHEX in relation to the Summer School, including but not limited to information provided on the THERMHEX website, the Summer School brochure, offer letters, Summer School syllabi, reading materials, additional information and others.

Any use of any such materials and documentation that is not for the purpose of the Summer School requires the prior written approval by THERMHEX in the form of an agreement.

Students must not use any such materials provided by THERMHEX for any other purposes than the ones set out in these terms and conditions. In particular but without limitation, use is not permitted for (i) any commercial purposes; (ii) as an official view or opinion of THERMHEX; (iii) presenting as if it were the student's own intellectual property; (iv) for dissemination of any parts of the THERMHEX Summer School without THERMHEX' agreement, in particular on social media.

Ownership of any intellectual property rights created by you will be determined by THERMHEX' standard policies in relation to the ownership and protection of intellectual property rights created by students.

Use of the THERMHEX brand, name and/or logo is not permitted without prior written agreement of THERMHEX in the form a contract.

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It is a condition of your agreement with us that you agree to comply with German applicable rules, policies and regulations including rental policies of “Geistraße 21”.

If you fail to follow these, or behave in a threatening or aggressive manner, or in a way that adversely affects other students, the ThermHex’ employees or contractors, or bring ThermHex into disrepute through your actions, or fail to comply with the requirements **of Section 11** in relation to any accommodation provided to you under that section, we reserve the right to remove you from the Summer School or exclude you from the School’s premises and/or, where appropriate, any accommodation provided to you under section 11 . In such cases, additional fees will not be refunded.

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Unless otherwise indicated, the Summer School is in English. If your first language is not English, you are required to be proficient in written and spoken English and be able to participate in group discussions and presentations in English. We do not accept liability for any inconvenience or failure to attend if you lack the required English language proficiency.

You are responsible for obtaining the required visa that enables your participation in the Summer School and the rejection of a visa application by the German authorities does not affect the application of these terms and conditions. We recommend that all applicants from outside the European Union check with the German Embassy regarding their visa requirements before applying.

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Nothing in these terms and conditions will limit or exclude the liability of ThermHex for:

1. Death or personal injury arising from our own negligence, or
2. Fraud or fraudulent misrepresentation, or
3. In respect of a liability not lawfully excluded or restricted.

Otherwise, our liability to you with respect to the provision of the Summer School, the cancellation, postponement, or amendment of the Summer School, any negligence, any breach of these terms and conditions, or arising in any other way out of the subject-matter of these terms and conditions, is limited to zero as the amount of fees received from or on behalf of you in respect of the Summer School is also zero.

Further, our liability to you with respect to the provision of the Summer School, the cancellation, postponement, or amendment of the Summer School, any negligence, any breach of these terms and conditions, or arising in any other way out of or in connection with the subject-matter of these terms and conditions, will not extend to (i) any indirect losses or damages, or to any loss of profits, whether direct or indirect, even if we have been advised of the possibility of those losses or if they were within

our contemplation; or (ii) any costs or expenses incurred by any person or organization in connection with travel, accommodation, reservations or other arrangements.

Liability in respect of personal property and vehicles; you are responsible for arranging insurance.

We do not accept any responsibility or liability in respect of any damage to or loss of any goods, vehicles or property of any kind brought onto or left at the School's premises whether by you or any other person and it is your responsibility to take good care of your personal belongings. Any goods deposited with us are deposited at your own risk and without any obligation on us. We recommend taking out insurance, as we do not provide any insurance cover to you.

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We provide accommodation to you at the Geiststraße 21 in Halle. There are four flats, single-room up to five room apartments, all with either balcony or patio, partly with underfloor heating.

By providing accommodation to you, you agree to abide by and comply with the rules and regulations of that residence. In particular, you must observe the regulations governing safety and security and do nothing to compromise your own or other residents' safety and security. You should also behave courteously to other residents, staff and visitors at the accommodation. Please note that it is a requirement of the accommodation to leave the room in a clean and tidy state. If you do not comply with these requirements, you may be asked to leave the accommodation and we shall have no further obligation to provide you with such accommodation or reimburse costs.

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ThermHex will use your personal information in accordance with its data protection policy and statement on student data protection.

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These terms and conditions and any dispute or claim arising out of or in connection with it or its subject matter of formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of Germany and you irrevocably submit to the exclusive jurisdiction of the German courts.

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Nobody else has any rights under this contract. This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms. If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining

paragraphs will remain in full force and effect. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

Model cancellation form

To:

ThermHex Waben GmbH, Merseburger Straße 237, 06130 Halle/Saale

Phone: 0049 345 131627 12

I hereby give notice that I cancel my contract for the supply of the following services:

Innovation Summer School "Geist 21"

Registered on:

Name of consumer:

Address of consumer:

Signature of consumer (only if this form is notified on paper)

Date