

Terms and conditions of use for business@school

(updated August 18, 2020)

PREAMBLE

business@school (see www.business-at-school.net) is an initiative of the international consulting firm The Boston Consulting Group GmbH (BCG), Ludwigstraße 21, 80539 Munich. Since 1998, business@school's objective has been to give senior high school students a closer look at business, including hands-on experience, over the course of an entire school year.

www.business-at-school.net ("b@s platform") is an online platform for teachers and students participating in the competition, for work, communication, coordination, and support.

A business@school project year runs for one school year and is divided into three phases:

- Phase I: Analysis of a large company
- Phase II: Analysis of a medium-sized or small company
- Phase III: Development of a business concept and business plan.

Numerous people who work in business—BCG consultants and employees from over 20 business@school partner companies—volunteer as coaches at participating schools. As business experts, they share their knowledge and practical experience with students. Students meet with their coaches up to seven times over the course of the school year—usually on-site at their schools, to the extent practicable. Due to special circumstances during the 2020/2021 school year, it is possible that meetings with coaches will be held as decentral videoconferences. In addition, coaches support their teams via telephone, e-mail, and the b@s platform. Using the platform, coaches can network and exchange thoughts and ideas with participating teachers and students.

For more information on the conditions of participation and the application process, see "[GET INVOLVED.](#)"

These terms and conditions of use govern the contractual relationships for using the b@s platform between you as a user of the platform's non-public area on the one hand and BCG on the other. The privacy statement (available on the b@s platform) additionally informs you about the processing of your personal data. The privacy statement is not part of these terms and conditions of use. By registering on the b@s platform, you agree to these terms and conditions of use.

The current version of these terms and conditions of use can be found on the b@s platform. Other versions of these terms and conditions will not be saved on the platform. You may download these terms and conditions of use to your computer or print them.

1. SCOPE OF APPLICATION

(1) These terms and conditions of use apply to the use of the non-public area of the b@s platform.

(2) Other offerings of BCG are not subject to these terms and conditions of use.

2. ELIGIBILITY TO USE THE PLATFORM

Participation in business@school and the use of the non-public area of the b@s platform is permitted only to persons age 18 or older. Minors who wish to use the b@s platform require the consent of a legal guardian. Persons eligible to use the platform include the following:

(1) Teacher and student participants

The use of the non-public area of the b@s platform by teachers (e-mail address suffix "schoolname") and students (e-mail address suffix "student") who wish to participate in a competition is conditional on successful application. Students may participate in a competition only once. Teachers with interested senior high school students may apply.

(2) Former student participants (b@s alumni)

After the end of their project year, former student participants (e-mail address suffix "student") may continue to act as contact persons for participating students at schools (as student coaches) or become coaches themselves as described in paragraph 2.

(3) Coaches

The following persons may apply to be coaches (e-mail suffix "coach") if they are of legal age:

- Current employees of BCG and of business@school partner companies
- Former employees of BCG (BCG alumni)
- Former student participants in business@school (b@s alumni)
- Students employed by BCG (FastForward program)
- Other persons of legal age who have expressed interest in participating as a coach to BCG and have received an e-mail containing a link to register as such from BCG

Coaches support competing participants in implementing their projects and act as contact persons for participating students and teachers.

3. REGISTRATION AS PARTICIPANT OR COACH

(1) You may register as described below.

- **Teachers** register by completing and submitting the consent form for project-leader teachers that can be found on the b@s platform.

- **Students** who are minors must be registered by a legal guardian who completes and submits the relevant consent form on the b@s platform for them. Students of legal age may complete and submit the form themselves.
- **Coaches** complete and send the relevant online registration form on the b@s platform, made available by link in an e-mail from BCG.

Registration for participation in business@school is confirmed by BCG with an e-mail sent to the e-mail address provided (for minors, to the e-mail address of their legal guardian). Neither registration for participation nor confirmation of registration by BCG comprises a user agreement for the b@s platform (for user agreement information, see section 4).

(2) By registering with BCG for use of the non-public area of the b@s platform, you confirm that you are eligible to use the platform as described in section 2, paragraphs 1–3. Eligible persons who have registered will hereinafter be referred to as "users." In the context of registration, you agree to the correct and complete submission of the required information as requested. You also agree to keep this information up to date in the future insofar as is required for the purposes of the b@school platform, such as for contacting you. BCG is entitled to demand proof of the fulfillment of prerequisites and the correctness of information at any time.

(3) Teachers ensure that participating students and their legal guardians are informed about the use of their personal information for business@school and are made aware of these terms and conditions for use. In particular, project-leader teachers inform students and their legal guardians that they must complete and submit the relevant online consent form in order to participate in business@school, and ensure that either participating students or their legal guardians (if students are not of legal age) complete and submit the relevant consent form.

4. USER AGREEMENT FOR THE B@S PLATFORM

(1) BCG creates user accounts for teachers and coaches and assigns coaches to schools. After receipt of user registration (at the start of the project), BCG sends teachers and coaches an e-mail with personalized user names and passwords to the address they provided during registration for use for their first login on the b@s platform. User accounts for participating students are created by the respective project-leader teacher, but only after he or she is assured that the required consent forms have been completed and submitted by the students or their legal guardians. For a user agreement for access to the non-public area of the b@s platform and the activation of a user account, the registered person (or a legal guardian for minors) must consent to these terms and conditions of use in the course of the first login process. There is no legal claim to access to the non-public areas of the b@s platform. BCG decides on the activation of user accounts.

(2) By registering, you apply for a free user agreement with BCG for the non-public areas of the b@s platform. The agreement takes effect when the login information provided by e-mail (user name and password) is used to log in to the non-public area

of the b@s platform for the first time, with the acceptance of these terms and conditions of use.

BCG reserves the right to reject applications for the conclusion of user agreements in individual cases.

5. PROVISION OF THE B@S PLATFORM

(1) BCG provides users with a non-public area on the b@s platform for coordination by participating teachers, students, and coaches and communication between BCG and users during the respective business@school project year. This non-public area of the b@s platform includes an area accessible to all users with information and materials from BCG, in addition to a separate virtual space accessible only to the participating students and teachers of a particular school and their coaches (cf. section 8 below). Access to the public and non-public areas of the b@s platform is granted exclusively within the scope of BCG's technical, operational, and financial means.

(2) There is no legal claim to the provision of the b@s platform. BCG makes no assurances regarding a specific scope of services or the error-free and uninterrupted availability of the b@s platform; this also applies specifically to the availability of functions and data in the private space "My b@s" and to the availability of data in the institution space under "My school." Individual users are responsible for Internet access and for the state of their own hard- and software.

(3) BCG reserves the right to suspend the b@s platform or parts thereof at any time and to change the type and scope of the free services provided. In doing so, BCG will take the legitimate interest of users into account. They will receive reasonable advance notice of such changes by e-mail.

5.A USE OF VIDEOCONFERENCING SERVICES

(1) In the context of business@school, BCG holds seminars, workshops, and other events for participants. When it is not possible to hold these events on location, such as to prevent the transmission of infectious disease, they will be held digitally using videoconferencing services from various providers, such as Zoom and WebEx. Further information on specific videoconferencing services and the use of personal information will be provided upon registration for the respective events.

(2) Due to special circumstances during the 2020/2021 school year, is it possible that the regional competitions, International Finals, and Munich Finals will not be held on location, but with the use of videoconferencing services from various providers, such as Zoom and WebEx. In such case, all school and regional winners will receive a password-protected link over their virtual institution (see section 8 of these terms and conditions of use) before the relevant regional competition or Finals, respectively, with which they (the members of winning teams, team coaches, and teachers) can dial into the relevant videoconference directly. After consultation with project-leader teachers, videoconferences without the use of a camera are also possible. Further information on specific videoconferencing services and the use of personal information will be

provided before the regional competitions, International Finals, and Munich Finals, respectively.

(3) To prevent the transmission of infectious disease, meetings with coaches may also not be able to be held on location, and will instead be held using videoconferencing services from various providers. Before a meeting by videoconference with a BCG coach, further information will be provided on the specific videoconferencing service and the use of personal information. Regarding communication with non-BCG coaches that takes place outside the b@s platform, BCG is not informed as to which videoconferencing services are used.

6. YOUR CONTENT ON THE B@S PLATFORM

(1) When you upload contributions or other content to the b@s platform, such as to the platform's file storage system, you grant BCG and any persons and companies with whom or which BCG collaborates in the context of business@school the non-exclusive, royalty-free right to use, host (in particular), store, copy, amend and create derivative works from (as required to ensure that your content works better in our services); to distribute, publish or publicly reproduce, publicly perform (in particular) and make this content publicly accessible worldwide (especially on the b@s platform), during the relevant project year and for a period of four years after the end of the relevant project year.

These rights exclusively serve the execution, promotion, and improvement of business@school. The content may also be made accessible to persons who are not registered for the non-public areas of the b@s platform. Insofar as personal information is part of the content, it will be published outside the non-public area of the b@s platform only with the corresponding provision of consent (see section 5.7 of the privacy statement).

(2) These rights persist even if you no longer use the b@s platform. The rights as described in paragraph 1 do not apply in circumstances that make further accessibility to your contribution or other content appear unacceptable in future (e.g., due to serious professional disadvantage). In addition, in many cases you can delete your uploaded information yourself (e.g., data in your file storage system or information in your profile).

(3) Any claims to information, to the correction, deletion, or restriction of personal data, along with the rights of revocation of consent, of objection and of data portability per the General Data Protection Regulation (GDPR), the German Federal Data Protection Act, and other legal regulations, remain unaffected by the granting of these rights.

(4) BCG reserves the right to delete user contributions and other content without stating reasons, insofar as this does not conflict with users' legitimate interests. However, this does not constitute an assumption of responsibility by BCG. As a user,

you alone are responsible for your content (including any links you may create); in this regard, BCG merely provides you with storage space.

7. GENERAL OBLIGATIONS AND RESPONSIBILITIES OF USERS

(1) After the first login, you will be asked to change your password. You agree not to disclose your password to third parties and to ensure that it is protected from access by third parties. You furthermore agree to inform BCG immediately if you are aware of any unauthorized use of your password by third parties. BCG is entitled to block access to the non-public area of the b@s platform if it has reasonable suspicion of unauthorized use of the password by third parties; you will be informed in such case and assigned a new password, provided that you did not consciously contribute to the misuse. In addition, you can change your password at any time under "Settings" in the "My b@s" area and are advised to do so from time to time for security reasons.

(2) You agree not to use the b@s platform for commercial purposes and to use it only in the context of the intended purpose of business@school. You will ensure that the e-mails you send do not threaten the proper operation of business@school or impair other providers, users, or networks; in particular, you may not send any mass e-mailings—whether for private, commercial, or other purposes. You are furthermore prohibited from uploading or sharing viruses, malicious codes, or multimedia files that may threaten the operation of business@school due to their size.

(3) You agree not to violate any applicable statutory provisions in using the b@s platform. In particular, you will ensure that the content you provide and distribute does not violate any rights of third parties (e.g., copyright, trademark rights, or personal rights) and that any personal data you may process in the context of using the b@s platform does not violate relevant data protection legislation. In addition, you will ensure in particular that no illegal content in accordance with the German Criminal Code or the Protection of Young Persons Act is published or made accessible, e.g., propaganda material or emblems of anti-constitutional organizations, racist ideas, depictions of violence, pornographic content, or insults and other disrespectful statements.

(4) You may link to content outside of the b@s platform. The links may not refer to content that violates applicable statutory provisions; paragraph 3 above applies accordingly. For this purpose, you agree to carefully review content to which external links directly refer, including subsequent content, insofar as the directly linked content supports the suspicion that the subsequent content could violate applicable statutory provisions.

(5) Insofar as you publish information or content, you agree to formulate this in such a way that the reputation and image of business@school and BCG are not negatively affected. In examining the question of whether reputation or image are negatively affected, the constitutionally protected freedom of opinion of the content provider and the freedom of information of the users of the offering will in particular be taken into account.

(6) In order to prevent data loss, you will save respective safety copies of all content that you publish or distribute (e.g., contributions, documents, or photographs) or receive through the b@s platform on your own computer system. In addition, you will delete old files that you no longer need from the b@s platform (after saving them to your own computer system if necessary). You will regularly retrieve incoming e-mails at reasonable intervals and review your inbox and delete e-mails that you no longer need.

8. OBLIGATIONS AND RESPONSIBILITIES OF INSTITUTION MODERATORS

(1) For each participating school, BCG sets up a separate institution as a closed virtual space under "My School" on the b@s platform. Within this institution, general exchange is enabled among all participating students and teachers at the respective school, including with the coaches supporting the project. Institutions are moderated by the respective teachers (moderators).

(2) Using the recycle bin icon, moderators can delete any entries and files within their institutions, especially if these violate the provisions as described in section 7, paragraph 3.

(3) As an institution moderator, you ensure that no personal data or photographs of users can be retrieved from file storage, etc., unless the legal guardians and/or the relevant persons themselves have given the required consent. You agree to obtain the respective required written consent, which can be revoked at any time, from legal guardians and/or the relevant persons themselves through the teacher responsible for the respective users (e.g., the homeroom teacher). In the context of obtaining consent, specific mention must be made of the type, scope, and purpose of personal data use. If consent is revoked, you will immediately delete any relevant personal data or photographs of persons.

(4) As an institution moderator, you are responsible for fulfilling the obligations described in section 7, paragraphs 1–7, on behalf of your institution's users, especially with regard to file storage. In this function, you will take appropriate measures in case of violation or probable cause. You will immediately delete any contributions and files within the institution that violate statutory provisions or these terms and conditions of use. You are required to regularly monitor the fulfillment of obligations by students as institution users in the context of your supervisory responsibilities. If measures to ensure the fulfillment of obligations are required that exceed your access rights, you will inform BCG immediately.

9. BCG'S RIGHTS

(1) The b@s platform, corresponding computer programs (including the b@s app), and content uploaded to the b@s platform by employees of BCG is protected by copyright in accordance with statutory provisions. Any reproduction or use is permitted only on the basis of a statutory authorization or with BCG's express consent.

(2) For the effective term of the user agreement, a user with a user account for the non-public area of the b@s platform that has not been blocked or deleted is entitled to

download and use the b@s app. When a user account is blocked or deleted (including after the user agreement ends; see section 13 below), the b@s app may no longer be used. Further information on the b@s app is available in the non-public area of the b@s platform.

10. USER RIGHTS

The contributions or other content uploaded to the b@s platform by users is protected by copyright in accordance with statutory provisions. Any reproduction or use of such contributions or content (e.g., of copyrighted texts) in other electronic or printed publications or in the context of communication to the public by other users is not permitted without the express consent of the relevant user.

11. BREACHES OF OBLIGATION AND INDEMNITY

(1) In the event of breaches of obligations as set out in sections 7 and 8, BCG is entitled to block the access of the responsible user or the responsible institution moderator to the non-public areas of the b@s platform and to block or delete content on business@school servers, to disable access, and in the case of obviously improper registration or use to immediately delete it, as well as to take other suitable measures to protect against such breaches. This also applies in case of reasonable suspicion of such breaches. Reasonable suspicion is given particularly if BCG receives a warning from a third party or a court injunction.

(2) As a responsible user or responsible institution moderator, you agree to indemnify BCG from any claims by third parties asserted against BCG in the context of breaches of the abovementioned obligations which you have caused or for which you are responsible, as well as from any resulting costs, including the costs of appropriate legal defense. In addition, you are required to support BCG in defending against abovementioned claims through the issue of statements and with further information. All further rights of BCG remain unaffected.

12. LIABILITY

(1) BCG is liable for damages for which it is responsible in the violation of cardinal obligations. Cardinal obligations are all essential primary contractual obligations that allow the proper execution of the contract, the fulfillment of which you are therefore entitled to rely upon as a contract partner of BCG.

(2) Beyond this, BCG is liable—irrespective of the legal grounds—only

- a. for damages arising from injury to life, body, or health,
- b. per the German Product Liability Act,
- c. in case of assumption of a guarantee of characteristics, or
- d. if damage was caused by intent or gross negligence on the part of BCG or legal representatives or vicarious agents of BCG.

(3) In case of a slightly negligent violation of cardinal obligations, BCG's liability is limited to the foreseeable losses typical for this type of contract.

(4) With regard to the prevention of damages from data loss, see the obligation to save data as described in section 7, paragraph 6.

13. CANCELLATION/TERMINATION OF USER AGREEMENT

(1) BCG may terminate a user agreement at any time with advance notice of 14 calendar days. Users may terminate their user agreement for the non-public area of the b@s platform and their participation in business@school at any time; section 13, paragraph 4 describes to whom and in what form termination must be submitted.

(2) After the end of the respective business@school project year, on July 1 of the respective school year, the user agreement ends and the associated user account for access to the non-public area of the b@s platform is disabled.

(3) The right to termination without notice for good cause remains unaffected. Good cause includes in particular:

- a) Breach of obligation as described in sections 7 and 8.
- b) Discontinuation of the conditions for registration as described in section 2.

(4) Termination must be in writing. Termination by e-mail is deemed to be in writing. Send termination by e-mail to info@business-at-school.net. Terminations by BCG will be sent by e-mail to the external e-mail address you submitted during registration or provided in your profile. Otherwise, termination will be sent to the e-mail address assigned to the teacher, the participating student, or the coach by business@school.

(5) In case of termination and upon the end of the user agreement, BCG is entitled to block and delete the respective user account, including all of the user's content. Generally, information and content contributed to the b@s platform are saved for four years after the end of the respective project year (from the end of school year in which the user participated on July 1) and then completely deleted.