DE

### ANMELDUNG DEUTSCH LERNEN IN DEUTSCHLAND Senden Sie das Anmeldeformular bitte per E-Mail zurück an **REGISTRATION LEARNING GERMAN IN GERMANY** Please submit the registration form by email to: □ **männlich** Male □ weiblich Female ☐ divers Other Vorname (wie im Pass) First name (as shown in passport) Abweichende Rechnungsadresse: Billing address (if different): Nachname (wie im Pass) Last name (as shown in passport) **Vorname (wie im Pass)** First name (as shown in passport) Geburtsdatum Date of birth Tag Dav Monat Month Jahr Year Nachname (wie im Pass) Last name (as shown in passport) **Geburtsort** Place of birth Geburtsland Country of birth Firmenname Company Staatsangehörigkeit/Nationalität (keine Pflichtangabe) E-Mail Citizenship/Nationality (optional) c/o **Telefon (mit Ländervorwahl)** Telephone (including country code) Straße/Nr. Street/No. E-Mail **PLZ** Postal Code Ort City c/o Straße/Nr. Street/No. **Land** Country PL7 Postal Code Ort City Land/Region Country/Region Hinweis gem. Art 7 Abs. 3 UWG: Wir können Sie über ähnliche Produkte und Leistungen wie die erworbene informieren. Das bedeutet, wir können z.B. auf unsere Sprachkurse hinweisen. Die Zusendung der E-Mail Werbung erfolgt nach Art.6 Abs. 1 f) DSGVO. Sie können dem jederzeit widersprechen, an widerruf-newsletter@goethe.de (der Widerspruch ist mit keinen Kosten als den Basistarifen, z.B. Einwahlkosten Internet, verbunden). Hinweise zum Datenschutz und Erfolgsmessung finden Sie in unseren Datenschutzhinweisen. Information pursuant to Article 7(3) of the German Act against Unfair Competition: We may inform you about similar products and services to those you have purchased. For instance, we may share information about our language courses with you. You can object to this at any time, e.g. by emailing widerrufnewsletter@goethe.de. Raising an objection will not incur any costs except for the usual rates to facilitate communication, such as Internet dial-up costs. For information about data protection and the measurement of success, please visit Data protection notes. In welcher Sprache möchten Sie die Buchungsbestätigung/Rechnung erhalten? □ Deutsch □ English □ Français □ Italiano □ Español In which language do you wish to receive the booking confirmation/invoice? ICH MÖCHTE FOLGENDES KURSANGEBOT BUCHEN (SIEHE INFORMATIONEN UNTER WWW.GOETHE.DE/DEUTSCHLAND) I WISH TO BOOK THE FOLLOWING COURSE (SEE INFORMATION AT WWW.GOETHE.DE/GERMANY) **KLEINGRUPPENUNTERRICHT EINZELUNTERRICHT** KLEINGRUPPENUNTERRICHT **PRIVATE LESSONS SMALL GROUP LESSONS SMALL GROUP LESSONS** □ 10 UE UI ☐ **10 UE** UI max. 6 Teilnehmende pro Klasse max. 6 participants per class □ 20 UE UI □ 20 UE UI □ 2 - 3 Teilnehmende/Klasse ☐ 30 UE UI ☐ 30 UE UI Participants/class ☐ Mehr als 30 UE ☐ Mehr als 30 UE 4 - 6 Teilnehmende/Klasse More than 30 UI More than 30 UI Participants/class **ODER OR** 1 Unterrichtseinheit (UE) entspricht 45 Minuten 1 teaching lesson (UI) equals 45 minutes. Daten des Kurses: von: bis: From: Course date: 20 Until: 20 Tag Day Monat Month Jahr Year Tag Day Monat Month Jahr Year Gewünschter Kursort: Preferred course location: Kursformat: Course Scope:

# **KURSINFORMATIONEN**

INFORMATION ON COURSE

**GEWÜNSCHTE UE PRO TERMIN**REQUESTED UI PER DATE

**min. 2 UE/Termin** min. 2 UI/date

 $\hfill\Box$  2 UE UI

☐ 4 UE UI

□ 6 UE UI

BEVORZUGT	E UNT	ERRICH	TSZEIT
PREFERRED	TIME	OF INST	RUCTION

□ **vormittags** mornings

□ **nachmittags** afternoons

☐ **flexibel** flexible

# BEVORZUGTE UNTERRICHTSTAGE

PREFERRED DAYS OF INSTRUCTION

☐ **Mo** Mon

□ **Do** Thu
 □ **Fr** Fri

□ **Di** Tue
□ **Mi** Wed

□ Sa Sat

Das Goethe-Institut weist darauf hin, dass Kursteilnehmende für Schäden aller Art, die sie verursachen, selbst verantwortlich sind. The Goethe-Institut hereby notifies course participants that they are responsible for any damage of whatever nature caused by them.		<b>l.</b> nat they are	Erhalten von (Stempel Institut/Agentur) Received from (institute/agency stamp)		
	<b>mulars erkenne ich die AGB a</b> knowledge the <u>terms and con</u>		Teilnehmer-Nummer Participant number Institutskennung		
☐ <b>Die <u>Datenschutzerklärung</u></b> I have read and accept the	habe ich gelesen und akzeptier data privacy policy.	rt.	Institute code  Agenturkennung Agency code		
SELF-ASSESSMENT ( To ensure that we can enroll y Lernziel	eeigneten Kurs einschreiben k DF GERMAN SKILLS		ie, die folgenden Fragen vollständig zu beantworten: wer all of the following questions:		
Learning objective  Haben Sie Vorkenntnisse?					
Do you have prior knowledge	of German?	□ <b>Nein</b> No			
<b>Mein aktuelles Sprachniveau</b> My current language level	□ <b>A1</b>	□ <b>A2</b>	□ B1 □ B2 □ C1 □ C2		
Ich möchte folgende Fertigke I would like to train the follow	i <b>ten trainieren</b> ving skills				
□ <b>Lesen</b> Reading	☐ <b>Hören</b> Listening	□ Sprechen	Speaking		
☐ <b>Schreiben</b> Writing	☐ <b>Grammatik</b> Grammar				
Ich möchte mich auf folgende I would like to prepare for the	e <b>Prüfung vorbereiten</b> e following exam				
☐ Goethe-Zertifikat A1: Start Deutsch 1	☐ Goethe-Zertifikat B1	□ Goethe-Zer	tifikat C1		
□ Goethe-Zertifikat A2	☐ Goethe-Zertifikat B2	☐ Goethe-Zer Großes Deu	rtifikat C2: utsches Sprachdiplom		
☐ Andere Prüfung	□ TestDaF				
Mir/uns ist besonders wichtig Especially important for me/u					
			Stempel (Institut) stamp (institute)		
Zahlungspflichtigbe	estellen				
Finalize order					
Formular zurückse	etzen				
Reset form					

Customers with habitual abode in the EU. Outside EU. see below.

of Goethe-Institut e.V., Oskar-von-Miller-Ring 18, 80333 München, Germany ("Goethe-Institut" or "We") for course and exam bookings and for the purchase of goods

#### 1. SCOPE

The following General Terms and Conditions ("GTCs") shall apply to all contract relations between Goethe-Institut and consumers or entrepreneurs ("Clients", "Course Participants", "Examinees" or "You") relating to goods and services provided for a fee by Goethe-Institut (purchases of goods, bookings of distance learning and residential courses and exams). For purposes of using the free services offered on the goethe.de website, our Terms of Use shall apply. Where the entrepreneur uses general terms and conditions which contradict or go beyond these, We hereby object to their application; such general terms and conditions shall only become incorporated into the parties' contract if We have expressly consented to them.

### 2. FORMATION OF CONTRACT

### a. Formation of contract via our website

By placing products (courses, exams and goods) on our website, we are deemed to make a binding offer to enter into contracts for such items. You may correct your entries at any time before placing a binding order by using the correction aids provided to you and explained in the course of the order process. The contract is formed when you click on the order button, which constitutes your acceptance of our offer of the products contained in your basket. Immediately after sending your order, you will once again receive a confirmation by email.

The languages in which the contracts may be concluded are

- for residential courses and exams within Germany: German, English, French, Italian, Spanish
- for residential courses, exams and locally organised online courses in EU countries: German and the local language
- for online and residential in-service teacher training courses: German
- for distance learning courses: (with the exception of online in-service teacher training courses) German, English

We will store the text of the contract and forward your order data and our GTCs by email. For security reasons, you will no longer be able to access the text of the contract via the internet.

# b. Contract conclusion from outside our website

You can also sign up for our courses and exams using our registration form. These registration forms are available from your local Goethe-Institut or via the internet. In the registration form or in the product description on the internet, you will find detailed information on the specific registration options open to you.

# (1) Contract conclusion by fax or postal mail

If the particular registration option is available, you may return the completed registration form by fax or postal mail to the respective recipient identified in the registration form

Your local Goethe-Institut will decide on your application. The current course or examination dates and registration deadlines can be found in the registration forms or in the product description on the internet. Only those applications will be considered that are received in due form and time and if sufficient places are available. As a rule, this is based on the chronological order in which the applications arrive.

You will be notified in writing of the decision on admittance within five days after we have received your registration form. A claim to participation in a course or examination arises only upon receipt of the confirmation in text form. Interested persons not admitted will be informed of the decision in text form without delay.

# (2) Contract conclusion by e-mail

If the particular registration option is available, you may return the completed registration form by e-mail to the respective recipient identified in the registration form

By sending us the completed registration form, you submit a legally binding offer to conclude a contract for the product. You will be notified in writing of the decision on admittance within five days after we have received your registration form. In the case of admission, the contract is thereby concluded. A claim to participation in a course or examination arises only upon receipt of the confirmation in text form. Interested persons not admitted will be informed of the decision in text form without delay.

Paragraph 2 b. (1) Subsection 2 shall apply accordingly.

### 3. PROVISO

The contract is subject to the proviso that

- in respect of all courses: the details set forth in your order correspond to the admission prerequisites specified on our website and You have reached the minimum age referenced in the product description as of the date the course commences:
- in the case of group courses and group exams, the minimum course participant number indicated in the product description is reached;
- the placement test, if required in the product description, is completed in time:
- with regard to examinations: the student meets the Prerequisites for Participation set out in Section 3 of the applicable Exam Guidelines of the Goethe-Institut:
- with regard to child and youth courses: the registration has been made exclusively by the legal representative(s) as contractual partner(s) and that all necessary declarations and/or consents have been submitted to the Goethe-Institut in text form (e.g., by e-mail or fax) after registration.

If a contract is not concluded due to a proviso, the course or examination fee will be refunded.

### 4. PRICES

In respect of courses and exams, the prices referenced on our website at the time of registration shall apply.

In addition to the prices of goods indicated by us, there may also be shipping costs added. More precise details as to the amount of shipping costs may be found together with the products.

#### 5 PAYMENT

Payment may be made using the methods of payment indicated on our website no later than at the time of initiating the order process. You select your method of payment for each individual order. Clients have no entitlement to use any particular method of payment.

# 6. SPECIAL TERMS AND CONDITIONS FOR PARTICIPATION IN COURSES AND EXAMS

# a. Course groups

The individual course groups require a minimum number of participants, which is specified in the respective product description. Assignment to a course level and course group is based on a placement test, if required in the product description. After completing the course booking, the access code for the placement test will be sent to the course participant. The placement test must be completed within a certain period of time, which is specified in the product description

The contract is subject to the condition that the minimum number of participants is reached and that the placement test, if required, is completed in time; see Paragraph 3 Clause 2.

# b. Booking changes and cancellations in the case of residential courses and exams Notwithstanding your statutory right of cancellation, the following applies:

Changes to bookings for a residential course (e.g. change of course dates) is permitted only in exceptional cases, with the consent of Goethe-Institut. A contribution towards costs in the following amount is collected for each booking change, unless otherwise agreed:

# Fee for booking change

Residentia	l courses outside Germany	5 % of course fee
Residentia	l courses in Germany	In the event of a negative visa decision, the first rebooking is free of charge, provided that the student provides the appropriate proof.  Otherwise, the rebooking fee is € 60.

Unless otherwise agreed, booking changes in respect of exams conducted in person are only possible in exceptional cases with the Goethe-Institut's consent.

Course Participants or Examinees may cancel their booking in written or electronic form (writing, by facsimile or email) in line with the following terms:

#### Fee for cancellation

Cancellation outside Germany	Residential courses within Germany	Residential course	es Exams
Up to 4 weeks before beginning	10 % of course fee	€ 160	100 % of exam fee
Up to 1 week before beginning	20 % of course fee	30 % of course fee, € 160 minimum	100 % of exam fee
Up to 1 day before beginning	30 % of course fee	50 % of course fee, € 160 minimum	100 % of exam fee
After beginning	100 % of course fee	100 % of course fee	100 % of exam fee

For purposes of meeting these deadlines, Goethe-Institut's receipt of the notice of cancellation shall govern.

The Course Participant may cancel any accommodation he may have booked free of charge up to 4 weeks prior to the commencement of the course. No later cancellation is possible. Even where the accommodation is not utilised, the full amount of the rental charge must be paid if we are unable to re-let the accommodation for the period of rental You have booked.

In all cases, Course Participants or Examinees are entitled to furnish evidence in the case of booking changes and cancellations that we have incurred no losses or that our losses were less.

Any national legal provisions of a mandatory nature remain unaffected by this clause.

# c. Due date and payment

The respective fees (residential course and/or exam fees) are due for payment in full on the date referenced in the invoice.

The applicable course fee for distance learning courses shall be payable in instalments, each of which covers a three (3) month period. The first instalment shall be due for payment two weeks from the date you receive our invoice. All subsequent instalments shall be due for payment (depending on the number of months in the course) on the first day of course months 4, 7, 10, 13, 16, 19 and 22. For purposes of timeliness of payment, receipt in the Goethe-Institut account indicated on the invoice shall control. The Course Participant remains free to pay the entire course fees by a single payment upon receipt of the invoice

Any fees of the course participant's bank that are incurred with the payment of the course fee are at the expense of the course participant. The Goethe-Institut does not charge separate transaction fees.

Participants may not begin or continue any course or exam for so long as agreed payment deadlines are not met. In such case, Goethe-Institut is entitled, in the case of residential courses, to give away your place on the course.

# d. Scope of services

The course fees cover, depending on the type of course, your course participation, correction and comments on written work and tests within the respective course chosen, academic assistance and the issuance of course certificates, and in the case of courses in the German region and in the case of distance learning courses, they also include the course materials and if applicable forwarding thereof to Course Participants.

Exam fees cover the issuance of a certificate.

Further details may be found in the respective product descriptions.

# e. Accommodation in the case of residential courses for adults (German region)

Upon request, Goethe-Institut rents furnished accommodation or refers students to accommodation provided by other landlords for the duration of any booked residential course. Our offering text describes the type of accommodation, we regret that it is not possible for Participants to view the accommodations in advance.

The accommodations are rented only for each course, and for temporary use. The move-in date is the published date of arrival, the removal date is the published date of departure. The lease is deemed to end on the date of departure without the need for any notice of termination. Where the tenant continues using the subject property upon expiry of the term of the tenancy, this shall not be deemed to extend the tenancy. Overnight accommodation of guests of

the Course Participant shall require the landlord's express consent, which shall be granted where the Course Participant has a well-founded interest.

Course Participants may only use the rooms rented by them for residential purposes, in line with the house rules. No alterations to and within the rooms rented may be made. Course Participants undertake that they shall properly clean, ventilate and heat the rooms rented to them and to handle systems and facilities forming a part of the rented space with care. The Course Participants shall give prompt notice to the Goethe-Institut of any damage to the rooms rented, to the building and to the facilities and systems belonging to the building or to the property, and shall remediate them at their own cost and expense where Course Participants bear fault for such damage due to a failure to discharge their duty of care or in some other way.

Upon the conclusion of the tenancy and/or at the time the Course Participant moves out, the Course Participant shall return the rented rooms in a clean condition, together with all keys which have been handed to them.

### f. Duties of Course Participants and Examinees

Participants in residential courses

- shall themselves ensure, at their own cost and expense, that their presence at the location of the course is legally authorised and that they hold the travel and residence permit/visa required for this purpose;
- shall bear responsibility for concluding policies of health, accident, liability and household goods insurance themselves:
- shall comply with the course and house rules applicable at the course location

Participants in distance learning courses

- shall themselves ensure that they meet the technical prerequisites required for participating in the course, which are referred to in our offer;
- may not publish or make available to third parties the access data provided to them to the Goethe-Institut's learning and/or test platforms.

The duties of Examinees are shown in the exam guidelines, as from time to time amended

### g. Copyright

All of our course and exam material (texts, practical exercises, test questions, solutions, images, program codes, videos and other content) are protected by copyright. Course Participants are merely granted a simple, non-transferable licence for their personal use in connection with their participation in the course.

In particular, Course Participants are not permitted to copy course or exam materials (or even excerpts thereof) for third parties, to make the foregoing available or to forward them to others, to upload them to the internet or place them on other networks, whether for consideration or gratuitously, to resell such materials or to use them for commercial purposes. Any copyright notices, logos or trademarks which may be present must not be removed. Infringements of copyright may be prosecuted under criminal law.

# h. Termination

# (1) Distance learning courses

The duration of the selected course as stated in the product description applies.

Notwithstanding your statutory right of cancellation, the following shall apply:

You may cancel the course without the need to state grounds of cancellation for the first time at the end of the first six-month period from the date of contracting, upon six weeks' notice, and following expiry of the first six-month period, You may cancel at any time upon three months' notice. The right of Goethe-Institut and of Course Participants to terminate their contract for good cause remains unaffected hereby.

# (2) Endangering the well-being of the child in courses for children and youth

The Goethe-Institut is entitled to terminate the course prematurely and without notice if facts arise on the basis of which an immediate danger to the best interests of the child or adolescent participant can be assumed, which can be eliminated by means of individual supervision, which the Goethe-Institut is unable to provide.

The Goethe-Institut shall not be liable for any damage caused by the termination unless such damage results from an intentional or grossly negligent act of the Goethe-Institut. The provisions of Paragraph 10 remain unaffected.

# (3) Breach of rules of conduct

The Goethe-Institut is entitled to terminate the course prematurely and without notice in the event of serious misconduct by the participant. Serious misconduct is to be assumed in particular in the case of bullying, drug abuse, aggressive behaviour towards other participants and sexual harassment.

The termination in the aforementioned cases of Paragraph 6 (h) requires the written form

Any national legal provisions of a mandatory nature remain unaffected by this termination clause

### subject to change in the event of serious, extraordinary circumstances or events

In the event of serious, extraordinary circumstances or events or a change in such already existing circumstances or events which are beyond the control of Goethe-Institut (e.g. riots, war or terrorist conflicts, natural disasters, epidemics, etc.), we reserve the right to offer you changes to the service (e.g. in terms of time or place). In this case we will submit a new offer with a deadline and ask you to inform us whether you wish to accept the amended offer or withdraw from the contract. If you withdraw from the contract, we will reimburse you for any payments you may have made (if applicable, pro rata according to the extent of the service already provided).

# 7. SPECIAL TERMS FOR GOODS

# a. Terms of delivery

We effect deliveries only by shipping products. Collection of the goods by Clients themselves is not possible.

### b. Reservation of title

The goods shall remain our property until full payment for them is received.

### c. Transport damage

Where goods are delivered to the Client with obvious transport damage, you must please give notice of such defects immediately to the forwarder and contact us please without delay. The failure to assert a complaint or to get in contact has no consequences whatsoever with respect to your statutory claims and ability to enforce them, in particular, to enforce your rights under statutory warranties. However, if you do so, this will help us assert our own claims against the forwarder/transport insurance provider.

### 8. RIGHT OF CANCELLATION

Consumers are entitled to exercise the statutory right of cancellation, as described in the advice on cancellation. Entrepreneurs are granted no voluntary right of cancellation.

# 9. STATUTORY WARRANTY

The statutory law governing liability for defects shall apply.

# 10. LIMITATION OF LIABILITY AND RELEASE OF LIABILITY

# a. Limitation of liability

In respect of claims based on damages caused by us, our legal representatives or vicarious agents, we shall in all cases bear unlimited liability

- in the case of injury to life, limb or health
- · in the case of breach by intentional acts or gross negligence
- in the case of express warranties, if agreed
- vis-à-vis consumers.

In the case of breaches of material contract obligations constituting an initial prerequisite to any proper performance of the contract, on which counterparties are ordinarily to rely (cardinal obligations), through slight negligence by us or by our legal representatives or vicarious agents, our liability to entrepreneurs shall be limited as to amount by the amount of damages which were foreseeable at the time the contract was concluded and which must be typically anticipated.

In all further and other respects, we disclaim all liability for damages.

# b. Release of liability

You shall indemnify us from any claims asserted against us by third parties on account of a breach of law or breach of duty committed by you in connection with the participation in courses and/or examinations unless you are not responsible for the breach of duty. You shall indemnify us from the costs of the necessary legal defence, including all court and lawyer's fees, on presentation of proof. Further claims for damages remain unaffected.

The same applies to child and youth courses if the legal or duty violation is committed by your child.

# 11. DISPUTE RESOLUTION

The European Commission provides a platform for online dispute resolution (ODR) which can be accessed at http://ec.europa.eu/consumers/odr/. Consumers have the possibility to use this platform for resolving their disputes.

We are ready to participate in an extra-judicial dispute settlement procedure before a consumer dispute resolution body. The competent body is Universalschlichtungsstelle des Bundes am Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, Germany, www.verbraucher-schlichter.de.

### **ADVICE ON CANCELLATION AND CANCELLATION FORMS**

For consumers, the following shall apply:

### a. For courses and exams

### Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract

To exercise the right to cancel, you must inform us (Goethe-Institut e.V., Kundenbetreuung, Oskar-von-Miller-Ring 18, 80333 München, Germany or widerruf@goethe.de or fax: +49 89 15921- 450) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right of cancel before the cancellation period has expired.

### Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery (except for the supplementary costs arising if you chose a type of delivery other than delivery other than the least expensive type of standard delivery offered by us), without undue delay and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the 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 cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

The right to cancel will cease to be available if we have fully performed the service and have begun with performance of the service only after your express request to do so and with your acknowledgement that you would lose the right to cancel once the contract had been fully performed by us.

# Model cancellation form

(If you want to cancel the contract, please fill out the form below and send it back to us)  $\,$ 

- To Goethe-Institut e.V., Kundenbetreuung, Oskar-von-Miller-Ring 18, 80333 München, Germany or widerruf@goethe.de or fax: +49 89 15921- 450
- I / We[¹] hereby give notice that I /We[¹] cancel my/our [¹] contract of sale of the following goods [¹]/for the supply of the following service[¹]
- Ordered on [\*] / received on [\*]
- Name of consumer(s
- Address of consumer(s)
- Signature of consumer(s) (only if this for is notified on paper)
- Date

[\*] Delete as appropriate

# For purchases of goods

# Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right to cancel, you must inform us (Goethe-Institut e.V., Kundenbetreuung, Oskar-von-Miller-Ring 18, 80333 München, Germany or widerruf@goethe.de or fax: +49 89 15921- 450) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

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Customers with habitual abode in the EU. Outside EU, see below.

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You shall send back the goods or hand them over to us or Niedermaier Spedition GmbH, Fuhrmannstr. 10, 94405 Landau an der Isar, Germany, without undue delay and in any event not later than 14 days from the day on which you communicate your cancellation from this contract to us. The deadline is met if you send back the goods before the period of 14 days has expired. You will have to bear the direct cost of returning the goods. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

You will not have any right to cancel for contracts for the supply of sealed audio or sealed video recordings or sealed computer software which were unsealed after delivery.

### Model cancellation form

(If you want to cancel the contract, please fill out the form below and send it back to us)

- To Goethe-Institut e.V., Kundenbetreuung, Oskar-von-Miller-Ring 18, 80333 München, Germany or widerruf@goethe.de or fax: +49 89 15921- 450
- I / We[\*] hereby give notice that I /We[\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service[\*]
- Ordered on [\*] / received on [\*]
- Name of consumer(s
- Address of consumer(s)
- Signature of consumer(s) (only if this for is notified on paper)
- Date

[\*] Delete as appropriate

Customers with habitual abode outside the EU. In EU. see above.

of Goethe-Institut e.V., Oskar-von-Miller-Ring 18, 80333 München, Germany ("Goethe-Institut" or "We") for course and exam bookings and for the purchase of goods

#### 1. SCOPE

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### 2. FORMATION OF CONTRACT

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By placing products (courses, exams and goods) on our website, we are deemed to make a binding offer to enter into contracts for such items. You may initially place our products into your basket without obligation, and you may correct your entries at any time before placing a binding order by using the correction aids provided to you and explained in the course of the order process. The contract is formed when you click on the order button, which constitutes your acceptance of our offer of the products contained in your basket. Immediately after sending your order, you will once again receive a confirmation by email.

The languages in which the contracts may be concluded are

- for residential courses and exams within Germany: German, English, French, Italian, Spanish
- for residential courses and exams outside Germany as well as locally organised online courses: German and the respective country's language.
- for online and residential in-service teacher training courses: German
- for distance learning courses: (with the exception of online in-service teacher training courses) German, English

We will store the text of the contract and forward your order data and our GTCs by email. For security reasons, you will no longer be able to access the text of the contract via the internet.

# b. Contract conclusion from outside our website

You can also sign up for our courses and exams using our registration form. These registration forms are available from your local Goethe-Institut or via the internet. In the registration form or in the product description on the internet, you will find detailed information on the specific registration options open to you

# (1) Contract conclusion by fax or postal mail

If the particular registration option is available, you may return the completed registration form by fax or postal mail to the respective recipient identified in the registration form.

Your local Goethe-Institut will decide on your application. The current course or examination dates and registration deadlines can be found in the registration forms or in the product description on the internet. Only those applications will be considered that are received in due form and time and if sufficient places are available. As a rule, this is based on the chronological order in which the applications arrive.

You will be notified in writing of the decision on admittance within five days after we have received your registration form. A claim to participation in a course or examination arises only upon receipt of the confirmation in text form. Interested persons not admitted will be informed of the decision in text form without delay.

# (2) Contract conclusion by e-mail

If the particular registration option is available, you may return the completed registration form by e-mail to the respective recipient identified in the registration form

By sending us the completed registration form, you submit a legally binding offer to conclude a contract for the product. You will be notified in writing of the decision on admittance within five days after we have received your registration form. In the case of admission, the contract is thereby concluded. A claim to participation in a course or examination arises only upon receipt of the confirmation in text form. Interested persons not admitted will be informed of the decision in text form without delay.

Paragraph 2 b. (1) Subsection 2 shall apply accordingly.

### 3. PROVISO

The contract is subject to the proviso that

- in respect of all courses: the details set forth in your order correspond to the admission prerequisites specified on our website and You have reached the minimum age referenced in the product description as of the date the course commences:
- in the case of group courses and group exams, the minimum course participant number indicated in the product description is reached;
- the placement test, if required in the product description, is completed in time:
- with regard to examinations: the student meets the Prerequisites for Participation set out in Section 3 of the applicable Exam Guidelines of the Goethe-Institut:
- with regard to child and youth courses: the registration has been made exclusively by the legal representative(s) as contractual partner(s) and that all necessary declarations and/or consents have been submitted to the Goethe-Institut in text form (e.g., by e-mail or fax) after registration.

If a contract is not concluded due to a proviso, the course or examination fee will be refunded.

### 4. PRICES

In respect of courses and exams, the prices referenced on our website at the time of registration shall apply.

In addition to the prices of goods indicated by us, there may also be shipping costs added. More precise details as to the amount of shipping costs may be found together with the products.

#### **5 PAYMENT**

Payment may be made using the methods of payment indicated on our website no later than at the time of initiating the order process. You select your method of payment for each individual order. Clients have no entitlement to use any particular method of payment.

# 6. SPECIAL TERMS AND CONDITIONS FOR PARTICIPATION IN COURSES AND EXAMS

### a. Course groups

The individual course groups require a minimum number of participants, which is specified in the respective product description. Assignment to a course level and course group is based on a placement test, if required in the product description. After completing the course booking, the access code for the placement test will be sent to the course participant. The placement test must be completed within a certain period of time, which is specified in the product description.

The contract is subject to the condition that the minimum number of participants is reached and that the placement test, if required, is completed in time; see Paragraph 3 Clause 2.

# b. Booking changes and cancellations in the case of residential courses and exams Notwithstanding your statutory right of cancellation, the following applies:

Changes to bookings for a residential course (e.g. change of course dates) is permitted only in exceptional cases, with the consent of Goethe-Institut. A contribution towards costs in the following amount is collected for each booking change, unless otherwise agreed:

# Fee for booking change

Residential courses outside Germany	5 % of course fee
Residential courses in Germany	In the event of a negative visa decision, the first rebooking is free of charge, provided that the student provides the appropriate proof. Otherwise, the rebooking fee is € 60.

Unless otherwise agreed, booking changes in respect of exams conducted in person are only possible in exceptional cases with the Goethe-Institut's consent.

Course Participants or Examinees may cancel their booking in written or electronic form (writing, by facsimile or email) in line with the following terms:

#### Fee for cancellation

Cancellation	Residential courses outside Germany	Residential courses within Germany	s Exams
Up to 4 weeks before beginning	10 % of course fee	€ 160	100 % of exam fee
Up to 1 week before beginning	20 % of course fee	30 % of course fee, € 160 minimum	100 % of exam fee
Up to 1 day before beginning	30 % of course fee	50 % of course fee, € 160 minimum	100 % of exam fee
After beginning	100 % of course fee	100 % of course fee	100 % of exam fee

For purposes of meeting these deadlines, Goethe-Institut's receipt of the notice of cancellation shall govern.

The Course Participant may cancel any accommodation he may have booked free of charge up to 4 weeks prior to the commencement of the course. No later cancellation is possible. Even where the accommodation is not utilised, the full amount of the rental charge must be paid if we are unable to re-let the accommodation for the period of rental You have booked.

In all cases, Course Participants or Examinees are entitled to furnish evidence in the case of booking changes and cancellations that we have incurred no losses or that our losses were less.

Any national legal provisions of a mandatory nature remain unaffected by this clause.

# c. Due date and payment

The respective fees (residential course and/or exam fees) are due for payment in full on the date referenced in the invoice.

For all distance learning courses the respective course fee is due for payment in full on the date referenced in the invoice.

Any fees of the course participant's bank that are incurred with the payment of the course fee are at the expense of the course participant. The Goethe-Institut does not charge separate transaction fees.

Participants may not begin or continue any course or exam for so long as agreed payment deadlines are not met. In such case, Goethe-Institut is entitled, in the case of residential courses, to give away your place on the course.

# d. Scope of services

The course fees cover your course participation, depending on the type of course, correction and comments on written work and tests, academic assistance and the issuance of course certificates, and in the case of distance learning courses, they also include the course materials and forwarding thereof to Course Participants.

Exam fees cover the issuance of a certificate.

Further details may be found in the respective product descriptions.

# e. Accommodation in the case of residential courses for adults (German region)

Upon request, Goethe-Institut rents furnished accommodation or refers students to accommodation provided by other landlords for the duration of any booked residential course. Our offering text describes the type of accommodation, we regret that it is not possible for Participants to view the accommodations in advance.

The accommodations are rented only for each course, and for temporary use. The move-in date is the published date of arrival, the removal date is the published date of departure. The lease is deemed to end on the date of departure without the need for any notice of termination. Where the tenant continues using the subject property upon expiry of the term of the tenancy, this shall not be deemed to extend the tenancy. Overnight accommodation of guests of the Course Participant shall require the landlord's express consent, which shall be granted where the Course Participant has a well-founded interest.

Course Participants may only use the rooms rented by them for residential purposes, in line with the house rules. No alterations to and within the rooms rented may be made. Course Participants undertake that they shall properly clean, ventilate and heat the rooms rented to them and to handle systems and facilities forming a part of the rented space with care. The Course Participants shall give

prompt notice to the Goethe-Institut of any damage to the rooms rented, to the building and to the facilities and systems belonging to the building or to the property, and shall remediate them at their own cost and expense where Course Participants bear fault for such damage due to a failure to discharge their duty of care or in some other way.

Upon the conclusion of the tenancy and/or at the time the Course Participant moves out, the Course Participant shall return the rented rooms in a clean condition, together with all keys which have been handed to them.

#### f. Duties of Course Participants and Examinees

Participants in residential courses

- shall themselves ensure, at their own cost and expense, that their presence at the location of the course is legally authorised and that they hold the travel and residence permit/visa required for this purpose;
- shall bear responsibility for concluding policies of health, accident, liability and household goods insurance themselves;
- shall comply with the course and house rules applicable at the institutes.

Participants in distance learning courses

- shall themselves ensure that they meet the technical prerequisites required for participating in the course, which are referred to in our offer;
- may not publish or make available to third parties the access data provided to them to the Goethe-Institut's learning and/or test platforms.

The duties of Examinees are shown in the exam guidelines, as from time to time amended.

### g. Copyright

All of our course and exam material (texts, practical exercises, test questions, solutions, images, program codes, videos and other content) are protected by copyright. Course Participants are merely granted a simple, non-transferable licence for their personal use in connection with their participation in the course

In particular, Course Participants are not permitted to copy course or exam materials (or even excerpts thereof) for third parties, to make the foregoing available or to forward them to others, to upload them to the internet or place them on other networks, whether for consideration or gratuitously, to resell such materials or to use them for commercial purposes. Any copyright notices, logos or trademarks which may be present must not be removed. Infringements of copyright may be prosecuted under criminal law.

# h. Termination

# (1) Distance learning courses

The duration of the selected course as stated in the product description applies.

Notwithstanding your statutory right of cancellation, the following shall apply:

You may cancel the course without the need to state grounds of cancellation for the first time at the end of the first six-month period from the date of contracting, upon six weeks' notice, and following expiry of the first six-month period, You may cancel at any time upon three months' notice. The right of Coethe-Institut and of Course Participants to terminate their contract for good cause remains unaffected hereby.

# (2) Endangering the well-being of the child in courses for children and youth

The Goethe-Institut is entitled to terminate the course prematurely and without notice if facts arise on the basis of which an immediate danger to the best interests of the child or adolescent participant can be assumed, which can be eliminated by means of individual supervision, which the Goethe-Institut is unable to provide.

The Goethe-Institut shall not be liable for any damage caused by the termination unless such damage results from an intentional or grossly negligent act of the Goethe-Institut. The provisions of Paragraph 10 remain unaffected.

# (3) Breach of rules of conduct

The Goethe-Institut is entitled to terminate the course prematurely and without notice in the event of serious misconduct by the participant. Serious misconduct is to be assumed in particular in the case of bullying, drug abuse, aggressive behaviour towards other participants and sexual harassment.

The termination in the aforementioned cases of Paragraph 6 (h) requires the written form.

Any national legal provisions of a mandatory nature remain unaffected by this termination clause.

Customers with habitual abode outside the EU. In EU. see above.

#### subject to change in the event of serious, extraordinary circumstances or events

In the event of serious, extraordinary circumstances or event of or a change in such already existing circumstances or events which are beyond the control of Goethe-Institut (e.g. riots, war or terrorist conflicts, natural disasters, epidemics, etc.), we reserve the right to offer you changes to the service (e.g. in terms of time or place). In this case we will submit a new offer with a deadline and ask you to inform us whether you wish to accept the amended offer or withdraw from the contract. If you withdraw from the contract, we will reimburse you for any payments you may have made (if applicable, pro rata according to the extent of the service already provided).

# 7. SPECIAL TERMS FOR GOODS

# a. Terms of delivery

We effect deliveries only by shipping products. Collection of the goods by Clients themselves is not possible.

### b. Reservation of title

The goods shall remain our property until full payment for them is received.

### c. Transport damage

Where goods are delivered to the Client with obvious transport damage, you must please give notice of such defects immediately to the forwarder and contact us please without delay. The failure to assert a complaint or to get in contact has no consequences whatsoever with respect to your statutory claims and ability to enforce them, in particular, to enforce your rights under statutory warranties. However, if you do so, this will help us assert our own claims against the forwarder/transport insurance provider.

### 8. RIGHT OF CANCELLATION

Consumers are entitled to exercise the statutory right of cancellation, as described in the advice on cancellation. Entrepreneurs are granted no voluntary right of cancellation.

# 9. STATUTORY WARRANTY

The statutory law governing liability for defects shall apply.

### 10. LIMITATION OF LIABILITY

In respect of claims based on damages caused by us, our legal representatives or vicarious agents, we shall in all cases bear unlimited liability

- in the case of injury to life, limb or health
- in the case of breach by intentional acts or gross negligence
- in the case of express warranties, if agreed
- vis-à-vis consumers.

In the case of breaches of material contract obligations constituting an initial prerequisite to any proper performance of the contract, on which counterparties are ordinarily to rely (cardinal obligations), through slight negligence by us or by our legal representatives or vicarious agents, our liability to entrepreneurs shall be limited as to amount by the amount of damages which were foreseeable at the time the contract was concluded and which must be typically anticipated.

In all further and other respects, we disclaim all liability for damages.

# 11. DISPUTE RESOLUTION

The European Commission provides a platform for online dispute resolution (ODR) which can be accessed at http://ec.europa.eu/consumers/odr/. Consumers have the possibility to use this platform for resolving their disputes.

We are ready to participate in an extra-judicial dispute settlement procedure before a consumer dispute resolution body. The competent body is Universalschlichtungsstelle des Bundes am Zentrum für Schlichtung e.V., Straßburger Straße 8, 77694 Kehl am Rhein, Germany, www.verbraucher-schlichter.de.

### ADVICE ON CANCELLATION AND CANCELLATION FORMS

For consumers, the following shall apply:

### a. For courses and exams

### Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right to cancel, you must inform us (Goethe-Institut e.V., Kundenbetreuung, Oskar-von-Miller-Ring 18, 80333 München, Germany or widerruf@goethe.de or fax: +49 89 15921- 450) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right of cancel before the cancellation period has expired.

### Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery, without undue delay and not later than seven days after the day on which we are informed about your decision to cancel this contract. We will make the 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.

#### Model cancellation form

(If you want to cancel the contract, please fill out the form below and send it back to us)

- To Goethe-Institut e.V., Kundenbetreuung, Oskar-von-Miller-Ring 18, 80333 München, Germany or widerruf@goethe.de or fax: +49 89 15921- 450
- I / We[¹] hereby give notice that I /We[¹] cancel my/our [¹] contract of sale of the following goods [¹]/for the supply of the following service[¹]
- Ordered on [\*] / received on [\*]
- · Name of consumer(s
- Address of consumer(s)
- Signature of consumer(s) (only if this for is notified on paper)
- Date

[\*] Delete as appropriate

# b. For purchases of goods

# Right to cancel

You have the right to cancel this contract within 14 days without giving any reason.

The cancellation period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the last good.

To exercise the right to cancel, you must inform us (Goethe-Institut e.V., Kundenbetreuung, Oskar-von-Miller-Ring 18, 80333 München, Germany or widerruf@goethe.de or fax: +49 89 15921 - 450) of your decision to cancel this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right of cancel before the cancellation period has expired.

Customers with habitual abode outside the EU. In EU, see above.

### Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you, including the costs of delivery, without undue delay and not later than seven days after the day on which we are informed about your decision to cancel this contract. We will make the 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. We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

You shall send back the goods or hand them over to us or Niedermaier Spedition GmbH, Fuhrmannstr. 10, 94405 Landau an der Isar, Germany. You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

# Model cancellation form

(If you want to cancel the contract, please fill out the form below and send it back to us)

- To Goethe-Institut e.V., Kundenbetreuung, Oskar-von-Miller-Ring 18, 80333 München, Germany or widerruf@goethe.de or fax: +49 89 15921- 450
- I / We[\*] hereby give notice that I /We[\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service[\*]
- Ordered on [\*] / received on [\*]
- Name of consumer(s
- Address of consumer(s)
- Signature of consumer(s) (only if this for is notified on paper)
- Date

[\*] Delete as appropriate

The Goethe-Institut e.V., Oskar-von-Miller-Ring 18, 80333 Munich, Germany ("Goethe-Institut" or "We"), as the provider of services (particularly the booking of distance and class-based courses and examinations), is the responsible body for the personal data related to the course, or examination participant ("you"), within the meaning of the EU General Data Protection Regulation (GDPR) and German data protection regulations, in particular, the Federal Data Protection Act (BDSG).

### CONTENT

- 1. DATA COLLECTION AND USE FOR CONTRACT EXECUTION
- 2. DATA COLLECTION AND USE FOR THE PURPOSES OF DIRECT ADVERTISING
  - a) Postal advertising
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  - a) Data transfer to Goethe-Instituts
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- 4. DATA PROTECTION
- 5. YOUR RIGHTS AND DATA PROTECTION CONTACT INFORMATION
- 6. RIGHT TO OBJECTION

The Goethe-Institut takes the protection of your data very seriously. With this privacy policy we would like to inform you transparently about which personal data ("your data") we collect, process, and use process and use, if you register for a course and / or exam at the Goethe-Institut.

### 1. DATA COLLECTION AND USE FOR CONTRACT EXECUTION

We collect personal data if you provide it to us when contacting us (e.g. by contact form or email), or during a course, or exam booking. The specific data collected in detail, as well as the information which is mandatory and that which is voluntary, can be found in the respective input forms.

In these cases, we collect and process the data you have provided for the purpose of carrying out the respective contract, for example, to conduct a placement test for your language courses, or complete a language course including a subsequent examination, as well as to process your inquiries in accordance with Art. 6 (1) lit. b GDPR. Insofar as you have expressly consented to the processing of special data categories in accordance with Art. 9 (a) lit. GDPR, we collect your health data (e.g. allergies) only for the purpose of which you are informed when granting consent.

After completion of the respective contract, your data will be blocked for further use and deleted after expiry of the tax and commercial retention periods. If statutory fiscal or commercial data retention requirements for individual data do not apply, your information will be deleted immediately after the respective contract has been executed. Any other state of affairs is only valid if you have expressly consented to a further use of your data or if we reserve the right to further data usage, this being permitted by law and of which we will inform you below.

# Data transfer for contract execution

As part of the course and examination booking, your personal data is processed in our central language course management system, which is accessible to other Goethe-Instituts within the European Union or the European Economic Area. This is done to execute the contract in accordance with Art. 6 (1) sentence 1 lit. b GDPR and to safeguard our legitimate interests in valid information and correct data records when booking a course in accordance with Art. 6 (1) sentence 1 lit. f GDPR.

For fulfilment of the contract, we will pass on your data to the shipping company commissioned with the delivery, insofar as this is necessary for the delivery of ordered goods. Depending on which payment service provider you select in the order process, we will forward the payment data collected to the credit institution commissioned with the payment and any payment service providers commissioned by us to process the payments or to the selected payment service. In part, the selected payment service providers will also collect this data themselves, provided that you create an account there. In this case, you must log in to the payment service provider with your access data during the ordering process. In this respect, the privacy policy held by the respective payment service provider applies.

As part of the execution of our contracts with you, for example, through the provision of language courses, we pass your data in part to service providers who process them on our behalf and within the framework of a contract between the Goethe-Institut and the respective service provider for order processing. Such a service provider may, for example, be the provider of a software that the Goethe-Institut uses for contract execution.

# 2. DATA COLLECTION AND USE FOR THE PURPOSES OF DIRECT ADVERTISING

# a) Postal advertising

We reserve the right to use your first and last name, and your postal address for our own advertising purposes, e.g. to send you interesting offers and information about our products by post. This serves to safeguard our legitimate interests, which are

predominantly justified in the interests of weighing up our interests, in a promotional approach to our customers in accordance with Art. 6 (1) lit. f GDPR. You can object to the storage and use of your data for these purposes at any time by sending a message to datenschutz@goethe.de.

### b) Email newsletters

With the following information we inform you about the contents of our newsletter as well as the registration, sending and statistical evaluation procedures as well as your rights of withdrawal. By subscribing to our newsletter, you agree to receive our mailings and to the procedures described hereafter.

Content of the newsletter: We send newsletters, e-mails and other electronic notifications containing promotional information (hereinafter referred to as "newsletter") only with the consent of the recipient or legal permission. Insofar as the contents of the newsletter are specifically described within the context of registration for the newsletter, they are decisive for the consent of the user. Otherwise, our newsletters contain information about us, our services and activities.

Double-Opt-In and logging: The registration to our newsletter takes place in a so-called Double-Opt-In procedure. This means that you will receive an e-mail after registration asking you to confirm your registration. This confirmation is necessary so that no one can register with someone else's e-mail address. The registrations for the newsletter are logged in order to provide evidence of the registration process in accordance with the legal requirements. This includes storing the login and confirmation times as well as the IP address. Likewise the changes of your data stored with the dispatch service provider are logged.

Registration data: To subscribe to the newsletter, it is sufficient to enter your e-mail address. Optionally we ask you to enter a name in the newsletter in order to address you personally.

The sending of the newsletter and the performance measurement associated with it are based on the consent of the recipients pursuant to Article 6 (1) a), Article 7 GDPR in conjunction with Section 7 (2) No. 3 of the German Unfair Competition Act (UWG) or, if consent is not required, on our legitimate interests in direct marketing pursuant to Article 6 (1) f) GDPR in conjunction with Section 7 (3) UWG.

The registration procedure is recorded on the basis of our legitimate interests pursuant to Article 6 (1) a) GDPR. We are interested in using a user-friendly and secure newsletter system that serves our business interests, meets users' expectations, and allows us to provide evidence of consent.

Withdrawal/cancellation: You can cancel the subscription to our newsletter at any time, i.e. revoke your consent or otherwise object to the reception of our e-mails You will find a link to cancel the newsletter at the end of each newsletter. We may store the unsubscribed e-mail addresses for up to three years based on our legitimate interests before deleting them to provide evidence of prior consent. The processing of these data is limited to the purpose of a possible defense against any claims. An individual deletion request is possible at any time, provided that the former existence of a consent is confirmed or the disadvantage of the deletion is otherwise compensated.

# Newsletter - Mailchimn

The newsletters are sent by the mail service "MailChimp", a newsletter sending platform of the US provider Rocket Science Group, LLC, 675 Ponce De Leon Ave NE #5000, Atlanta, GA 30308, USA. You can view the privacy policy of the mailing service provider here: https://mailchimp.com/legal/privacy/. The Rocket Science Group LLC d/b/a MailChimp is certified under the Privacy Shield Agreement and thereby provides a guarantee of compliance with the European Privacy Level (https://www.privacyshield.gov/participant?id=a2zt0000000T06hAAG&status=Active). The mailing service provider will be informed on the basis of our legitimate interests pursuant to Article 6 (1) f) GDPR and a Data Processing Agreement pursuant to Article 28 (3) S.

The mailing service provider can use the data of the recipients in pseudonymous form, i.e. without identification of a user, to optimise or improve its own services, e.g. for technical optimisation of the mailing and the display of the newsletter or for statistical purposes. However, the mailing service provider does not use the data of our newsletter recipients to write to them itself or to pass the data on to third parties.

# Newsletter - Performance measurement

The newsletters contain a so-called "web-beacon", i.e. a file the size of a pixel, which is retrieved from our server when the newsletter is opened or, if we use a mailing service provider, from its server. Within the scope of this process, technical information, such as information about the browser and your system, as well as your IP address and the time of retrieval are collected.

This information is used for the technical improvement of the services on the basis of technical data or target groups and their reading behaviour on the basis of their locations (which can be determined using the IP address) or access times. Statistical surveys also include determining whether newsletters are opened, when they are opened and which links are clicked. For technical reasons, this information can be assigned to the individual newsletter recipients. It is, however, neither our endeavour nor that of the mailing service provider to observe individual users. The evaluations serve us much more to recognise the reading habits of our users in general, i.e. anonymously, and to adapt our content to them or to send different content according to the interests of our users. A separate withdrawal of the performance measurement is however not possible, in this case the entire newsletter subscription must be cancelled

### 3. DATA DISTRIBUTION TO THIRD PARTIES

a) Data transfer to Goethe-Instituts

Insofar as a Goethe-Institut is responsible for you at home or abroad, or if you have registered for a relevant service, your data will be transmitted to this Goethe-Institut, insofar as you have consented to this pursuant to Art. 6 (1) Clause 1 lit. a GDPR.

In the event that you are excluded from an examination by the Goethe-Institut due to one of the reasons stated in the examination regulations, the Goethe-Institut will impose a one-year block exemption on the exam portfolio of the Goethe-Institut worldwide; for the purpose of enforcing this measure (checking compliance with an imposed test ban), your data will be passed on to the Goethe-Institut examination centres (see § 2 of the Examination Regulations) worldwide and processed in them. This is done on the basis of the execution of the joint contract to provide an examination pursuant to Art. 6 (1) lit. b GDPR. To the extent that personal data processing takes place in countries outside the European Union or the European Economic Area, this is also based on the necessity of data transfer for the execution of this contract.

b) Data transfer to the central examination archive

If you have consented to it in accordance with Art. 6 (1) Clause 1 lit. a GDPR, for the purpose of checking the authenticity and issuing replacement certificates, data relating to the examinations you have taken will be stored and used in the central examination archive (for a maximum of 10 years).

c) Data transfer to German foreign embassies

For certain visa procedures (for example, spousal reunification, study), German foreign embassies require proof from the applicant of his/her German language skills.

If the Federal Republic of Germany demands it of the state from which the test participant comes, it is necessary that the test participant consent to the transmission of the following personal data, as well as data regarding the completed examination for checking during the visa procedure, to the relevant foreign embassy:

- · Personal data (name, date of birth)
- Passport copies/scans
- Photo of the exam participant
- Information about the exam taken: Certificate number, examination result, documents for examination registration, examination documents.

# 4. DATA PROTECTION

We protect our systems and data processing processes with comprehensive technical and organisational measures against the loss of, destruction of, access to, modification or dissemination of your data by unauthorised persons.

# 5. YOUR RIGHTS AND DATA PROTECTION CONTACT INFORMATION

As a data subject, you have the following rights:

- according to Art. 15 GDPR, you have the right to demand information on the personal data processed by us in the scope specified therein;
- in accordance with Art. 16 GDPR, you have the right to demand without delay the correction of incorrect personal data or completion of personal data stored with us;
- according to Art. 17 GDPR, you have the right to demand the deletion of your personal data stored by us, unless further processing is required
- to exercise the right to freedom of expression and information:
- to fulfil a legal obligation;
- for reasons of public interest or
- to assert, exercise or defend legal claims
- according to Art. 18 GDPR, you have the right to demand the restriction of the processing of your personal data, insofar as
- the accuracy of the data is disputed by you;
- the processing is illegal, but you reject its deletion;
- we no longer need the data, but you need it for asserting, exercising or defending legal claims, or
- you have filed an objection against the processing in accordance with Art. 21 GDPR:
- according to Art. 20 GDPR, you have the right to receive your personal data, which you have provided to us, in a structured, common, and machine-readable format, or to request the transfer to another responsible party;
- according to Art. 77 GDPR, you have the right to complain to a supervisory authority. As a rule, you can contact the supervisory authority of your usual place of residence or work, or our company headquarters.

If you have any questions regarding the collection, processing or use of your personal data, information, correction, restriction of processing or deletion of data, and revocation of any consent granted or objection to a particular use of data and the right to data portability, please contact our company Data Protection Officer:

The Data Protection Officer Goethe-Institut e.V. Oskar-von-Miller-Ring 18 80333 Munich Germany datenschutz@goethe.de

### 6. RIGHT TO OBJECTION

To the extent that we process personal data as explained above in order to safe-guard our legitimate interests, which are predominant in the context of a weighing up of interests, you can object to this processing with effect for the future. If the processing is for the purpose of direct marketing, you can exercise this right at any time as described above. Insofar as the processing takes place for other purposes, you are only entitled to a right of objection if there are reasons that arise from your particular situation.

After exercising your right to object, we will not further process your personal data for these purposes, unless we can demonstrate compelling legitimate grounds for processing that outweigh your interests, rights and freedoms, or if the processing serves the assertion, exercise or defence of legal claims.

This does not apply if the processing is for direct marketing purposes. In that case we will not process your personal data for this purpose.