

TERMS OF PARTICIPATION FOR SCHOOLS AND TEACHERS

(effective as of November 6, 2020)

The following terms cover applications from schools to participate in the business@school project of The Boston Consulting Group GmbH (BCG), Ludwigstraße 21, 80539 Munich, and the participation of teachers in the project.

1. School applications and registration for participation

business@school is an initiative of the international consulting firm The Boston Consulting Group (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.

These terms of participation cover school applications for participation in business@school as submitted by teachers, as well as the participation of teachers themselves in the business@school project.

Teachers may register to participate in business@school by filling out the registration form completely and correctly, including the acceptance of these terms of participation. By clicking on "Complete registration," teachers submit their binding registration to participate in business@school.

For a school to apply to participate in business@school, the application form must be filled out completely and correctly. By clicking on "Send application," teachers submit a binding application for their school to participate in business@school.

Teachers must inform BCG immediately of any changes to the information they submit (particularly to e-mail addresses).

Confirmation of application receipt is sent after submission. This confirmation does not constitute acceptance for participation in the project; it serves only as information that the submitted application and registration forms have been received.

BCG will review the application and registration forms received and send notification of acceptance or rejection for participation in business@school by e-mail to the e-mail address provided starting in March of the relevant year. Schools and teachers may participate in business@school only after they receive notification of acceptance. Full participation is possible only with fulfillment of the terms described under sections 2 and 3 below.

Use of the non-public area of the b@s platform is permitted only upon acceptance of the terms and conditions of use, which are provided to teachers after acceptance for participation in the project. The use of the non-public area of the online platform serves participating teachers, coaches, and students as a work and competition platform, as well as for communication, coordination, and support, and is required for participation in business@school. On its own, applying to participate in business@school with confirmation of these terms of participation does not entitle one to the use of the non-public area of the b@s platform, nor does acceptance for participation in business@school by BCG.

The current version of these terms of participation is available on the b@s platform. Different versions of these terms of participation will not be stored on the b@s platform. You may download these terms of participation to your computer and print them out.

2. Eligible students and provision of information regarding registration to students

Participation in business@school and the use of the non-public area of the b@s platform is permitted to students at senior high schools or other secondary schools only if they are age 18 or older. Minors who wish to participate in business@school and use the non-public area of the b@s platform require the consent of their legal guardians. Each student may participate in the competition only once.

Full participation in the business@school project is possible only for students who accept these terms of participation (including for use of the non-public area of the b@s platform) and register on the b@s platform, or whose legal guardians do so for them.

BCG will provide the currently applicable terms of participation to teachers upon acceptance of their respective school's application to participate in business@school starting in March of the relevant year.

3. business@school events as school events

Participation in business@school requires that travel to and participation in meetings during the year with coaches and companies, in addition to presentation meetings in the three phases, regional competitions, and the business@school German and International Finals, are recognized as school events. Travel to recognized school events, such as physical business@school meetings, regional competitions, and the German or International Finals, must be covered by the respective school's insurance regardless of what form of transportation is used (public or private).

By submitting their schools' applications and registering for participation as described under section 1 above, teachers confirm that this requirement is fulfilled. If this should no longer be the case, teachers must inform BCG immediately. When this requirement is not fulfilled, the respective school and teacher will no longer be permitted to participate in business@school.

4. Exclusion from applying to other competitions

During the business@school project year, from the beginning of the respective school year until July 1 of the following year, participation in/application to other competitions with the same business idea used for business@school is not permitted. Any violation of this rule may result in exclusion from the business@school competition.

After the end of the respective business@school competition, the business@school project office must be notified of participation in any other competition with the same business idea. When participating in such a competition, it must be clearly indicated for the duration of the competition that the business idea was originally developed in the context of the business@school competition.

5. Note on the use of videoconferencing services in the context of the project

Videoconferencing services may be used to conduct seminars, workshops, and BCG events held in the context of business@school, as well as the regional events and German and International Finals organized by BCG and discussions with coaches. Privacy information on the videoconferencing services selected by BCG in individual cases will be provided when registering for the respective event, before the Finals, and before meetings with BCG coaches.

6. Limitation of liability

Any claims for damages—irrespective of the legal grounds—against The Boston Consulting Group GmbH (BCG) due to negligent violation of obligations are permissible only in the event of a violation of a material contractual duty or cardinal obligation. Liability is restricted to typically foreseeable damages. Any other liability is excluded. These restrictions do not apply in cases of injury to life, body, or health, and insofar as the damages are caused by an intentional or grossly negligent violation of duty.

7. Withdrawal and cancellation

Teachers may withdraw applications at any time before the acceptance of their schools for participation in business@school. They may also cancel their participation in the project after they have received acceptance. Withdrawals of applications and cancellations of participation must be done in writing, such as by e-mail sent to info@businessatschool.de.

After acceptance, BCG may cancel a school's or teacher's participation in business@school with 14 calendar days advance notice.

The right to cancellation without notice for good cause remains unaffected. Cancellations by BCG will be sent by e-mail to the e-mail address provided by the respective teacher.

If participation by a teacher is canceled either by BCG or the teacher, the application of the corresponding school for participation in business@school is automatically withdrawn unless another teacher continues the application or the school's participation with BCG's consent.
