

## Terms and conditions of use for the b@s videochallenge (Updated April 1, 2020)

- Please read these terms and conditions of use carefully.
- **Please note:** Videos will be published only if their creators are the winners of prizes or finalists in online voting (see section 4 for more information.)

### PREAMBLE

The b@s videochallenge (see <https://videochallenge.online> for more information) is a video competition of business@school, the educational initiative of the international management consulting firm The Boston Consulting Group GmbH, Ludwigstraße 21, 80539 Munich (BCG). The purpose of the competition is to give students age 14 to 20 at all types of schools first-hand, practical experience with business topics and digital skills.

#### Important dates for the b@s videochallenge competition:

- Submission deadline: August 1 (each year)
- Online voting: Announced on the website
- Award ceremony: Announced on the website

The online platform <https://videochallenge.online> (“b@s videochallenge platform”) is a platform where participating students can upload their videos, communicate with BCG, and vote on videos. The b@s videochallenge platform also provides supervising teachers with an overview of their teams and enables communication between them and BCG.

These terms and conditions of use govern the contractual relationships for the use of the b@s videochallenge platform and participation in the b@s videochallenge competition between you as participants on the one hand and BCG on the other. In addition, the data privacy statement for the b@s videochallenge competition (accessible at <https://videochallenge.online/en/privacy-policy/>) provides information on the processing of your personal information when using the b@s videochallenge platform during the b@s videochallenge competition. The data privacy statement is not part of these terms and conditions of use. Participation in the b@s videochallenge competition and the supervision of participants by a teacher is possible only with the acceptance of these terms and conditions of use. 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 b@s videochallenge platform provided by BCG to participating students and supervising teachers for the duration of the b@s videochallenge competition.

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

## 2. ELIGIBILITY TO USE THE PLATFORM

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(1) Participation in the b@s videochallenge competition is permitted only to individuals between age 14 and 20 (on the respective date of the submission deadline). Minors must have the consent of a parent or legal guardian. Only students are eligible to use the platform. Interested students from all types of schools are invited to participate. Only participants from Europe can qualify for one of the regular main prizes. Participation is possible either as an individual or as part of a team of up to six members. Participants may submit only one video for each of the companies or organizations involved in the respective competition year.

(2) When students participate through a school, there should be a supervising teacher who supports them, but the teacher may not participate in the competition. Supervising teachers must accept these terms of use and conditions.

## 3. REGISTRATION TO PARTICIPATE IN THE COMPETITION AND TO SUPERVISE PARTICIPATING STUDENTS

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(1) Students may register to participate in the competition either (i) electronically (online); (ii) by mailing a signed consent form to BCG; or (iii) by uploading your video. By signing the consent form and participating in the b@s videochallenge, you confirm that you are among the eligible persons described in section 2, paragraph 1. Students who register for the b@s videochallenge shall be referred to hereinafter as “participants.” 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 participation in the b@s videochallenge competition, such as for contacting you. BCG is entitled to demand proof of the fulfillment of these conditions and the correctness of information at any time.

(2) To register for participation, you (or, if you are a minor, your parent or legal guardian) must agree to these terms and conditions of use.

(3) Upon receipt of online registration (under the category “Participate”), BCG will send you a personalized link (activation link) to the password-protected participant area of the b@s videochallenge platform by e-mail (under the category “Login”). You can define your password through the activation link. Your registration is complete only after BCG has received your video and your original signed consent form by mail or as an uploaded scan in the participant area.

(4) For videos created by a team, online registration is first performed by the team spokesperson, who receives an e-mail with the activation link. The team spokesperson can define his or her password through the activation link. In the password-protected team area, the team spokesperson can then enter the e-mail addresses of the other team members. The team spokesperson should only enter the e-mail addresses of persons who are eligible for participation and agree to participate in the competition as members of his or her team. BCG will send an e-mail to the provided e-mail addresses with an activation link and a request to agree to these terms and conditions of use. Each team member can then define his or her own password through the link. Participation in the b@s videochallenge competition requires that each team member agree to these terms and conditions of use before using the b@s videochallenge platform and send a signed consent form to BCG. Registration is complete only after BCG has received the respective video and a signed original consent form from each team member by mail or as an uploaded scan in the participant area. The team spokesperson may upload the team’s video contribution in the team area.

5) When students participate through a school, the following additional conditions apply. For a video to be submitted through a school, the team spokesperson first registers online, and under “Type of participation,” he or she selects “during school.” He or she will then receive an e-mail with an activation link, over which a password can be defined. In the password-protected team area, the team spokesperson must also enter the names of his or her team members and the name (incl. form of address) and e-mail address of the supervising teacher under “Supervising Teacher.” Team spokespersons should enter information only for teachers who are willing to supervise and support participating students and who consent to the entry and use of their names and e-mail addresses in the framework of the competition. To the e-mail address provided for the teacher, BCG will send an e-mail with an activation link, information about the competition and how it functions, and a request for consent to these terms of use and conditions. The teacher can use the activation link to set his or her own password. After providing confirmation over the link and consenting to the terms of use and conditions, the teacher will receive an overview of all of his or her supervised teams, along with the following information: Team member names, e-mail addresses, selected companies, video uploaded (yes/no), final video submitted (yes/no), receipt of video confirmed by b@s videochallenge (yes/no), team invited to award ceremony (yes/no). Teachers can also be contacted by BCG and communicate with BCG over the b@s videochallenge platform. Teachers can edit their names and e-mail addresses, and are obligated to keep this information up to date as long as it is needed for supervision within the framework of the b@s videochallenge, such as to enable BCG to contact them.

(6) Please note that receipt of an e-mail with login information does not constitute admission to participate in the b@s videochallenge competition (for admission, see section 4 of these terms and conditions of use below); it merely permits use of the password-protected participant/team area in accordance with these terms and conditions of use.

(7) Videos are uploaded to the password-protected participant/team area. Video may be freely withdrawn up to one day before the submission deadline. As of the submission deadline, changes are no longer permitted. The latest version of the video uploaded on the day of the submission deadline shall be the version registered for the b@s videochallenge competition.

#### **4. ELIGIBILITY FOR PARTICIPATION AND PUBLICATION**

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(1) Only videos that are created by students themselves and fulfill the following criteria will be admissible for participation in the b@s videochallenge competition:

- a) Coverage of all questions to be answered for the chosen company per the relevant information on the b@s videochallenge platform
- b) File size: Max. 400 MB
- c) File format: .mp4
- d) Video length: Max. 4 minutes
- e) For cell phone videos: Landscape view
- f) No advertisements in the video

(2) You do not have a claim to publication of your video or admission to the b@s videochallenge competition. BCG shall decide on admission after your video has been uploaded. BCG will inform you over the b@s videochallenge platform whether your uploaded video is admitted or not.

(3) After the submission deadline, the respective winners of the prizes awarded by the companies analyzed in the context of the competition or involved in the award ceremony will be chosen, along with the finalists in online voting. For the duration of online voting, these

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finalists will be published in the publicly accessible area of the b@s videochallenge platform and opened to the vote. Insofar as personal information is part of a video, it will be published outside the password-protected area only with the corresponding provision of consent (see section 2.4 of the data privacy statement). All participants with approved videos will receive a written certificate of participation in the b@s videochallenge competition after the award ceremony.

## **5. PROVISION OF THE B@S VIDEOCHALLENGE PLATFORM**

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(1) Until the award ceremony, BCG provides participants in the b@s videochallenge competition a password-protected area on the b@s videochallenge platform for video uploads, coordination with team members, and communication between BCG and participants. BCG also provides supervising teachers access to the b@s videochallenge platform for an overview of the teams they supervise and for communication with BCG until the award ceremony.

In the publicly accessible area of the b@s videochallenge platform, users may vote for the different videos online. Access to the b@s videochallenge platform and the option of participating in the competition, supervising participants, and voting online are granted exclusively within BCG's technical, operational, and financial framework.

(2) There is no legal claim to the provision of the b@s videochallenge platform. BCG makes no assurances regarding a specific scope of services or the error-free and uninterrupted availability of the b@s videochallenge platform. 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 videochallenge 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.

## **6. GRANTING OF RIGHTS**

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(1) By signing the declaration of consent and participating in the b@s videochallenge competition, you as a participant grant BCG the rights listed in section 2 of the declaration of consent.

(2) BCG reserves the right to delete videos and other participant content from the b@s videochallenge competition in case of a violation of these terms and conditions of use. However, this does not constitute an assumption of responsibility by BCG. As a participant, 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 PARTICIPANTS**

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(1) You agree not to use the b@s videochallenge platform for commercial purposes and to use it only in the context of the intended purpose of the b@s videochallenge competition. You are furthermore prohibited from uploading multimedia files that could threaten the operation of the b@s videochallenge due to their file size.

(2) You agree not to violate any applicable statutory provisions in using the b@s videochallenge 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 of third parties that you may process in the context of using the b@s videochallenge platform does not violate relevant data protection legislation. In addition, you

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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.

(3) Insofar as you publish information or content, you agree to formulate it 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.

(4) You agree not to make the link to the password-protected participant/team area of the b@s videochallenge platform available to third parties (i.e., any people who are not part of the registered team or its supervising teachers).

## 8. BCG'S RIGHTS

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The b@s videochallenge platform, corresponding computer programs, and content uploaded to the b@s videochallenge 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.

## 9. BREACHES OF OBLIGATION AND INDEMNITY

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(1) In the event of breaches of obligations as set out in section 7, BCG is entitled to exclude you from the competition and to block or delete content on b@s videochallenge 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, 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.

## 10. LIABILITY

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(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 for

- a) 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.

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(4) BCG shall not be liable for data losses that could have been prevented through regular backups on the part of the participant.