



Important notes and information about studying in a Master's programme at Macromedia University

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Additional information about studying

1. Notes on data protection and data processing

- 1.1 Macromedia GmbH, as the responsible body of the Macromedia University of Applied Sciences, processes and uses your personal data in accordance with the provisions of the Basic Data Protection Regulation ("DS-GVO") and the Federal Data Protection Act ("BDSG").
- 1.2 Responsible for data processing are Macromedia GmbH, Sandstraße 9, 80335 Munich and Galileo Global Education Germany GmbH, Sandstraße 9, 80335 Munich. You can contact the data protection officer of Macromedia GmbH and Galileo Global Education Germany GmbH by e-mail at datenschutz@gge-germany.de.
- 1.3 The complete information on data protection and data processing can be found in the Community at (<https://my.macromedia.de/en/studienhandbuch/wichtige-informationen-zum-studium.php>).

2. Enrolment / student ID card

- 2.1 Enrolment takes place at the start of the first subject-related semester on the basis of the required documents (s. Checklist).
- 2.2 After enrolment the ST will receive their student ID card from Macromedia University, which is valid for the entire duration of the course.
- 2.3 The ST are obliged to carry the student ID card on them for the duration of the course and to immediately report any loss to the Welcome Desk.

3. Programme organisation

- 3.1 The standard period of study for this Master's programme is 3 resp 4 semesters.
- 3.2 The winter semester shall commence on 01/10 of each year and end on 14/03 of the following year.
- 3.3 The summer semester shall commence on 15/03 of each year and end on 30/09 of the same year.
- 3.4 The student is obliged to regularly participate in events/seminars/projects during the degree course including all examinations and tests as per the programme specifications, and in particular to actively take part in seminars as well as projects.
- 3.5 All information pertaining to the degree course/study programme including all examination-relevant aspects, shall be published by posting in the community of Macromedia University.
- 3.6 Even in the event of absence (e.g., semester on leave), the student shall receive all study-relevant information via the email address allocated to them at Macromedia University. The student is obliged to check their emails on a regular basis; however no less than once per week.
- 3.7 Macromedia University shall reserve the right to postpone specific classes if the competent professor or lecturer is ill, and for other important reasons for which Macromedia University bears no responsibility. In the event of this, the student is immediately informed via email.



- 3.8 The Macromedia University places high demands on its teaching and aims to fulfil its teaching duties in the best possible way and with a high degree of quality. Therefore, Macromedia University intends to record presentations of subject content, lectures, etc. in the context of online courses held via Blackboard (or equivalent tools). In case of live participation in the online course, personal data will be collected during the recording.
- 3.9 The student must immediately inform Macromedia University about any changes to his or her contact details (e.g., place of residence, telephone number, e-mail address), or update these himself or herself in the Community under My Profile.
- 3.10 The ST is obliged to bring its own laptop/private graphics tablet with it if this is required at the campus for carrying out the course of study. The specifications can be found in the leaflet in the Community under the section [Hardware and Software](#).
- 3.11 ST is obliged to comply with the currently valid house rules.

4. Tuition fees / payment terms / payment security / late payment

- 4.1 The registration and tuition fees as well as the respective payment terms are set out in the binding registration form.
- 4.2 Where applicable, additional costs may be incurred in addition to the tuition fees, i.e., for Hard- and Software, course-specific literature, materials, printing costs as well as costs in the context of projects; these additional costs shall be borne by the ST.
- 4.3 Depending on the location, additional costs for student season tickets for public transport (Semesterticket)/Transponder (electronic key) may be incurred.
- 4.4 Additional fees are set out in the schedule of fees (see my.macromedia.de => [Student Services => Statutes and Regulations](#)).
- 4.5 If the ST is in arrears with the payment of any registration and/or tuition fees, he or she shall pay default interest in accordance with the applicable statutory provisions, calculated from the time of the beginning of the delay.
- 4.6 The agreed special payment models apply exclusively to the standard period of study.
- 4.7 For STs who need to extend their studies beyond the standard period of study, tuition fees for a renewal semester shall apply according to the currently valid fee schedule.
- 4.8 When changing the programme of study /course of study /track of studies, the tuition fees specified for the desired programme of study/ course of studies/field of studies are to be paid. Any Special payment model is canceled by the change.

5. Examinations / repeat semesters / Master's thesis / Master's examination / certificates of attendance / certificates / credit points

- 5.1 The student shall participate in the module examinations or sub-module examinations prescribed by the valid programme specifications in each case, as well as registering for and writing the Master's thesis on time, in order to ensure the orderly progress/completion of the degree course
- 5.2 The Master's thesis shall be registered for and written during the 3rd resp. 4th semester.
- 5.3 If students fail to register for and write their Master's thesis during the above-mentioned semester, it shall not release them from the full and timely payment of the tuition fee for this semester.
- 5.4 In the event that a student has to repeat one or several semesters beyond the standard period of study due to not having duly completed/passed module examinations, tuition fees shall be incurred for each additional semester according to the valid fee schedule.



- 5.5 The additionally incurred tuition fees are collected during the respective additional semester, as soon as the total number of pending module examinations has been determined. This is usually the case after expiry of the deadlines for processing appeals.
- 5.6 Macromedia University makes every effort to ensure that there is an option to repeat missed examinations during each semester. It needs to be taken into account that students who missed examinations, do not have the opportunity to repeat missed lessons in every semester. Generally speaking, study programmes that only start during the winter semester, do not offer all classes during every semester.
- 5.7 The respective examination board shall make a decision about the recognition of external academic achievements. If a student can gain so many ECTS that it will take less than the standard period of study, the total tuition fee is reduced in proportion to the semesters by which their degree course is shortened. If a student starts the course during the second or an advanced semester and has to complete individual modules from a semester, whose remaining modules could be credited, tuition fees shall be paid for this according to the valid fee schedule.

6. Changing place of study / programme / track

- 6.1 Prior to commencing the course the ST shall choose one of the places of study offered by Macromedia University and a programme as well as a track offered within the respective programme; this choice shall apply to the whole duration of the course.
- 6.2 As a rule, the place of study/study programme/track may only be changed at the start of a semester.
- 6.3 Precondition for the transfer is the approval of the campus management. In order to check whether the desired change can be made at the beginning of the next semester, the application for approval must be submitted no later than February 1st or August 15th respectively.
- 6.4 A change of programme or track is generally possible subject to the respective admission requirements; the appropriate examination commission will decide about the transfer of credits and exam results on a case-by-case basis.
- 6.5 If the ST are going to change the study programme, study course or track, they must pay in addition to the regulations in section 4.8, a fee in accordance with the schedule of fees as amended from time to time.

7. Semester on leave, extension of the course of studies

- 7.1 The student may only interrupt their degree course for an important reason and after prior consultation with and following approval from Macromedia University, for the purpose of completing a semester on leave. Macromedia University shall determine whether the student may continue their degree course in the desired study programme or field of study without interruption following the end of this semester on leave. The electronic application to approve a semester on leave must be submitted with eight weeks notice before the end of the semester.
- 7.2 As a rule, any such interruption of the degree course should not exceed two semesters.
- 7.3 The student remains enrolled at Macromedia University during a semester on leave and must pay a fee to that end according to the current fee schedule.



- 7.4 During a semester on leave, it is not possible to acquire any ECTS which are to be recognised for study on a Master's programme. Only those examinations that have already been taken but not passed can be repeated. If the reason for a semester on leave is illness, the reason and duration of the illness must be documented by a medical certificate. This regulation shall not apply if illness is the reason for the leave of absence.
- 7.5 If students wish to or have to repeat examinations already taken but not passed during a semester on leave, they must pay a fee as per the current fee schedule in order to sit the examination.
- 7.6 The study contract shall be automatically extended by one semester in each case until all module examinations have been successfully completed and the Master's thesis has been passed.
- 7.7 The tuition fees for extensions are to be paid in full at the start of each respective semester.

8. Cancellation of the contract by the ST

- 8.1 The ST may cancel the study contract with Macromedia University without providing any reasons with eight weeks notice before the end of the semester. A cancellation upon notice is permissible no earlier than with effect from the end of the first semester of studies at Macromedia University.
- 8.2 In the event of a cancellation within the prescribed time and in the proper form, the ST shall pay only that part of the tuition fees – in addition to the registration fees and the fees for working materials – that is attributable to the semesters attended until the date on which the cancellation takes effect. This shall also apply in the event that notice of cancellation is given after the expiry of the revocation period but prior to the start of the course of studies.
- 8.3 In the event of a cancellation, the tuition fees in accordance with the schedule of fees as amended from time to time shall be payable per semester irrespective of the chosen payment model (including the semester at the end of which notice is to take effect).
- 8.4 In the event of a cancellation, payments for services already provided shall be due and payable in full at the time the contract is terminated. This applies in particular in the event that payment models offered by Macromedia University are taken advantage of.
- 8.5 The cancellation must be given in text form (e.g., letter; email).

9. Infrastructure / IT

- 9.1 ST is obliged to treat the infrastructure provided as well as any equipment and material with due care.
- 9.2 The PCs and media accesses provided by Macromedia University shall not be used inappropriately but only for study purposes.
- 9.3 The use of the provided hard- and software, software – for instance, the reproduction and use for the ST's own or third party non-study-related purposes and, in particular, the use for commercial purposes is strictly prohibited for licensing reasons.



- 9.4 Teaching material (manuals, scripts, etc.) as well as videos or recordings provided in Blackboard, and similar tools are generally subject to copyright protection and may only be used for individual purposes of study at Macromedia University. Any unauthorised redistribution (e.g: sending to third parties, publishing on the net, exchanging in social networks, etc.) is a violation of copyright law which can result in injunctive relief and a liability for damages.
- 9.5 For licensing reasons and/or for reasons of data and network security ST are in particular obliged to refrain from copying any software belonging to Macromedia University, from introducing third-party software onto the computers provided by Macromedia University and/or the network of Macromedia University and from using any access authorisations of other ST and employees of Macromedia University to the IT systems belonging to Macromedia University, to refrain from downloading or copying any software via the Internet access provided to them by Macromedia University whether onto their own computers or onto those provided by Macromedia University, to refrain from uploading image or program files of any kind onto the Internet and/or other external media without the prior express request / consent of Macromedia University and to refrain from accessing and/or downloading unlawful or pornographic content via the external network access provided by Macromedia University whether on their own computers / data storage devices / storage media or those provided by Macromedia University. The above principles also apply to the transmission of data via email or for the exchange of data via access or platforms provided by Macromedia University.
- 9.6 ST is obliged to comply with statutory provisions regarding the use of wireless network infrastructure (WLAN) provided at the sites.
- 9.7 If you have provided registration data (such as user name, password, e-mail, etc.) in the course of a registration, these must be kept secret by you and not be made accessible to unauthorized third parties.

10. Macromedia Library / Conditions of Use

- 10.1 The Macromedia Library can be used by all members of the university (students, teaching staff and administrative staff).
- 10.2 By using the services of the Macromedia Library or entering the library on site, the user accepts the conditions of use as binding.
- 10.3 The conditions of use are posted in the library rooms of the university and are also published on the website (see library.macromedia.de/en => [Welcome](#) => [Using the library](#)).

11. Rights of use for project work / Master's thesis

- 11.1 For the purpose of the German Copyright Act (Urheberrechtsgesetz) the owner of the copyright in the project thesis and the Master's thesis created in the context of the respective course of studies shall be the ST.
- 11.2 Macromedia University shall acquire, in particular, the following rights of use in the aforementioned project / Master's thesis which shall be free of charge: storage and archiving rights, the right to use the thesis in the context of courses of study, training courses or seminars for educational purposes, the right to public and non-public presentation for demonstration and advertising purposes as well as the right to change and demonstrate parts in the context of lessons and public and/or non-public demonstrations.



- 11.3 As a general rule, the ST have the option of completing the project / Master's thesis in cooperation with companies. If a company provides the ST with a topic for a project / Master's thesis, the ST agrees that all rights of use for non-commercial purposes listed in sections 15 - 23 German Copyright Act (Urheberrechtsgesetz) are transferred to the company in question.
- 11.4 This right of the ST to use the project / Master's thesis for purposes of self-promotion and in application procedures shall remain unaffected.
- 11.5 Please refer to the respective guidelines for project and Master's thesis for additional provisions.

12. Exclusion from the programme, damages

- 12.1 If the ST breaches his or her obligations under the study contract, whether intentionally or grossly negligently, the Trustee is entitled to cancel the study contract without notice – where appropriate, after issuing a warning – and Macromedia University may exclude the ST from any further participation in the programme with immediate effect.
- 12.2 Cancellation and exclusion are also possible if, despite a second warning, the ST has not paid the tuition fee within the prescribed time limit.
- 12.3 Macromedia University expressly reserves the right to assert claims for damages, in particular claims for indemnification from any third-party claims against Macromedia University as well as compensation for any loss or damage suffered by Macromedia University.
- 12.4 An ST shall be excluded from continuing the programme and shall be de-registered if the conditions for a continuation of the programme in accordance with the Study and Examination Regulations of Macromedia University as amended from time to time are no longer met.
- 12.5 Once Macromedia University has declared that an ST is being de-registered, the study contract terminates at the end of the semester in which such declaration has been made.
- 12.6 The ST shall pay the tuition fees in full both for the semesters already completed and for the semester in which the cancellation and exclusion occur. The tuition fees payable are calculated in accordance with the provisions laid down in the schedule of fees as amended from time to time.
- 12.7 Any outstanding payments are due and payable in full within two weeks from receipt of the notice of cancellation for cause.

13. Insurances, liability

- 13.1 The ST is covered by statutory accident insurance during teaching time as well as on the direct journey to and from the teaching location. The accident insurance provider in question is Unfallkasse Baden-Württemberg. For times spent studying at foreign partner universities (semesters abroad) we recommend that additional overseas health insurance, third-party liability insurance and accident insurance as well as travel cancellation insurance be taken out.
- 13.2 Macromedia University shall be liable for every negligent or intentional breach of primary contractual obligations (cardinal obligations), in particular of obligations whose breach would compromise the purpose of the contract, undermine substantial rights of the ST or substantial rights of Macromedia University or obligations which render the proper implementation of the contract possible in the first place.



- 13.3 Apart from that, Macromedia University shall only be liable for intentional or grossly negligent conduct of its legal representatives or person employed in performing a contractual obligation for whom the University is vicariously liable. This shall also apply to all cases of impossibility of performance; delay; breach of an obligation other than because of delay, impossibility or other statutorily regulated reason; tort; as well as precontractual liability (*culpa in contrahendo*).
- 13.4 The liability of Macromedia University is limited to the loss or damage that is foreseeable and typical for the contract unless Macromedia University is liable for gross negligence or an intentional breach of primary obligations (cardinal obligations). The above limitations of liability shall not apply in the event of a violation of life, body and health. In addition, the above limitations of liability shall not apply insofar as Macromedia University is covered by third-party liability insurance.
- 13.5 Macromedia University of Applied Sciences is not liable for personal injury or damage to property caused by the student to third parties during lessons or projects. The ST is responsible for compensating for such damages. Macromedia University therefore recommends students to take out liability insurance.