



Important notes and information about studying in a Bachelor's programme at Macromedia University, validated by the Regent's 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. Contractual framework

- 2.1 The Regent's University has instructed and authorised Macromedia University to provide all activities in relation to the ST which is why, in the following, Macromedia University is named as the organiser of the bachelor programmes validated by the Regent's University. Point of contact for the ST shall always be Macromedia University.
- 2.2 Conduct of the study programme and the completion of any examined work is subject to the provisions of the programme specifications, which are set out in the course handbook of the Regent's University and can also be found in the Community as amended from time to time.
- 2.3 During the course of their studies in a programme validated by the Regent's University the ST are enrolled with Macromedia University as module students. The attendance of Macromedia University is governed by the house rules of the campus in question; the ST are entitled to view these at any time.
- 2.4 The Regent's University is the institution that awards the degree and the ST are enrolled at the Regent's University as external students.

3. Enrolment / student ID card

- 3.1 Enrolment takes place at the start of the first subject-related semester on the basis of the confirmation of admission and the submission of the required documents as well as the timely submission of proof of health insurance and is valid for the entire duration of the course.
- 3.2 After enrolment the ST will receive their student ID card from Macromedia University, which is valid for the entire duration of the course.
- 3.3 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 Student Service Desk.
- 3.4 The ST shall return the student ID card to the respective Student Service Desk, unprompted, no later than on the last day of the course.

4. Programme organisation

- 4.1 The standard period of study for the Bachelor's programme validated by the Regent's University is 6 semesters (in the case of six-semester programme)/7th semester (in the case of seven-semester programme).



- 4.2 The winter semester starts on 1 October of each year and ends on 14 March of the following year.
- 4.3 The summer semester starts on 15 March of each year and ends on 30 September of the same year.
- 4.4 The ST is obliged to regularly attend classes / seminars / projects during the programme including all examinations and written examinations in accordance with the programme specifications and, in particular, to participate actively in the seminars and projects.
- 4.5 All information pertaining to the course / programme including all aspects relevant to examination will be made public to the Community of Macromedia University by way of upload onto the course portal.
- 4.6 The ST shall continue to receive all course-related information via the email address allocated to him/her by Macromedia University even in case of absence (e.g. semester on leave). The ST is obliged to access the emails on a regular basis and at least once a week.
- 4.7 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.
- 4.8 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 Microsoft Teams (or equivalent tools). In case of live participation in the online course, personal data will be collected during the recording.
- 4.9 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.
- 4.10 In the case of seven-semester Bachelor's programme validated by the Regent's University, which is offered and taught at Macromedia University, the course curriculum provides for a practical semester in the 6th subject-related semester. The student must independently select a suitable company in which to complete the mandatory internship. Macromedia University is not obliged to provide an internship placement.
- 4.11 In relation to all Bachelor's programmes validated by the Regent's University which are offered and taught at Macromedia University the course curriculum provides for an optional semester abroad in the third subject-related semester.
- 4.12 In the context of studies in a Bachelor's programme validated by the Regent's University, the right to update the educational content and the order of study on an ongoing basis including shifting individual modules as well as making fee adjustments in relation to an optional semester abroad is reserved.
- 4.13 ST is obliged to comply with the currently valid house rules.
- 4.14 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 under Point II, Required hard- and software.

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

- 5.1 The registration and tuition fees as well as the respective payment terms are set out in the binding registration form.



- 5.2 Additional expenses will be incurred especially for TOEFL, travel, room and board and special insurances as part of optional semesters abroad for Bachelor degree courses if so scheduled according to the study and examination regulations. Depending on the foreign partner university selected by the ST, additional tuition fees might be required from the ST. Details can be found in the overview of partner universities, additional tuition fees and requirements (see my.macromedia.de => [Student Services International Affairs => Semester Abroad](#)). The additional fees referred to in it are subject to change due to currency fluctuations and fee adjustments by the international co-operation partners, so that higher fees than stated in in the overview of partner universities (information on optional semester abroad) may have to be paid at the time of dispatch.
- 5.3 Where applicable, additional costs may be incurred in addition to the tuition fees, i.e. for TOEFL or appropriate testing, course-specific literature, printing costs as well as costs in the context of projects; these additional costs shall be borne by the ST.
- 5.4 Depending on the location, additional costs for student season tickets for public transport (Semesterticket)/Transponder (electronic key) may be incurred.
- 5.5 Additional fees are set out in the schedule of fees (see my.macromedia.de => [Student Services => Statutes and Regulations](#)).
- 5.6 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.
- 5.7 The agreed special payment models apply exclusively to the standard period of study.
- 5.8 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.
- 5.9 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.
- 6. Examinations / repeat semesters / Bachelor's thesis / Bachelor's examination / certificates of attendance / certificates / credit points**
- 6.1 The ST shall sit the prescribed module examinations and module part examinations in accordance with the programme specifications as amended from time to time and register and complete the Bachelor's thesis within the prescribed time in order to duly conduct and complete the programme.
- 6.2 According to the programme specifications, in the six-semester course, the Bachelor's thesis is registered and completed in the 6th semester/ in the seven-semester course, the Bachelor's thesis is registered and completed in the 7th semester.
- 6.3 If the ST fails to register and complete his or her Bachelor's thesis in the aforementioned semester, this does not relieve him or her from the full and timely payment of the tuition fee for this semester.
- 6.4 If a ST needs to repeat one or several semesters beyond the standard period of study due to a failure to properly complete/pass module examinations, tuition fees in accordance with the applicable schedule of fees are incurred for every additional semester.
- 6.5 The additional tuition fees incurred will be collected during the respective additional semester as soon as the total number of outstanding module examinations has been determined. This is usually the case after expiry of the appeal processing period.



- 6.6 If, due to illness, a ST needs to retake one or several semesters, he or she must provide evidence of the nature and duration of the illness by submitting a medical report. During a semester during which a ST was absent due to illness, the ST remains registered with Macromedia University and shall pay a fee for the respective repeat semesters beyond the standard period of study in accordance with the schedule of fees as amended from time to time. No examinations may be sat during a semester in which an ST was absent due to illness.
- 6.7 In the context of studies in a Bachelor's programme validated by the Regent's University the rules regarding any repeat examinations are set out in the examination regulations of the Regent's University. For more information, please refer to the handbook of the respective programme and the Handbook of Academic Regulations.
- 6.8 The appropriate examination commission of Macromedia University in collaboration with the Regent's University decides on the recognition of external study credits in the context of studies in a programme validated by the Regent's University.

7. Voluntary right of revocation / cancellation without notice by the ST

- 7.1 Macromedia University of Applied Sciences voluntarily grants the participant a contractual right of revocation. The participant may revoke their registration within 14 days after its receipt by Macromedia University of Applied Sciences, without specification, in written form (e.g. letter, email). The timely dispatch of the revocation is sufficient for meeting the deadline.
- 7.2 If, in isolated cases, Macromedia University provides tuition services during the revocation period in the event of a curtailed admissions procedure or after the start of the semester, an amount of EUR 100.00 shall be payable per day of tuition for the tuition services provided regardless of the participation of the ST in the lessons. The ST retains the right to prove either that Macromedia University has not incurred such expenses for the tuition services provided at all or that it has incurred fewer expenses.
- 7.3 In the event of a revocation or a cancellation of contract without notice, ST shall immediately return the issued student ID card to Macromedia University; there shall be no retention right.

8. Changing place of study / programme / track

- 8.1 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.
- 8.2 As a rule, the place of study may only be changed at the start of a semester.
- 8.3 As a rule, switching tracks is possible up to the end of term 1 in Level 5 (third semester). It might happen that the track-specific modules need to be repeated.
- 8.4 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 written application for approval must be received by the Student Service Desk of the Macromedia University of Applied Sciences no later than 1 February or 15 August, respectively.
- 8.5 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.
- 8.6 If the ST are going to change the study programme, study course or track, they must pay in addition to the regulations in section 5.10, a fee in accordance with the schedule of fees as amended from time to time.



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

- 9.1 The ST may only interrupt his course of studies in order to spend a semester on leave for good cause and following prior consultation with and approval by Macromedia University. Macromedia University must check whether the ST may continue his or her course of studies in the desired programme and/or the desired track without interruption after the end of the semester spent on leave. The written application for the authorisation of a semester on leave must reach the appropriate Student Service Desk of Macromedia University with eight weeks notice before the end of the semester.
- 9.2 Such interruption in the context of a course of studies in a programme validated by the Regent's University amounts to 2 semesters. Students who study in a programme validated by the Regent's University are not allowed to repeat any examinations that have already been attempted but have not been passed.
- 9.3 During a semester of leave, no credit points may be acquired for recognition for the Bachelor's programmes validated by the Regent's University.
- 9.4 The student remains enrolled at Macromedia University during his semester on leave and must pay a fee according to the current fee schedule.
- 9.5 The study contract is automatically renewed for successive terms of one semester until all module examinations have been completed successfully and the Bachelor's thesis has been passed.
- 9.6 The study contract for the programme validated by the Regent's University terminates without the need for a cancellation upon expiry of the 10th semester (in the case of six-semester programme)/11th semester (in the case of seven-semester programme).
- 9.7 The tuition fees for the extensions shall be due and payable in full at the beginning of the respective semester.

10. Cancellation of the contract by the ST

- 10.1 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. This shall not affect the right of the ST to cancel the study contract without notice for good cause.
- 10.2 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 – 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.
- 10.3 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).
- 10.4 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.
- 10.5 The cancellation must be given in text form (e.g. letter; email).



11. Infrastructure / IT

- 11.1 ST is obliged to treat the infrastructure provided as well as any equipment and material with due care.
- 11.2 The PCs and media accesses provided by Macromedia University shall not be used inappropriately but only for study purposes.
- 11.3 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.
- 11.4 Teaching material (manuals, scripts, etc.) as well as videos or recordings provided in teams, Moodle 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.
- 11.5 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.
- 11.6 ST is obliged to comply with statutory provisions regarding the use of wireless network infrastructure (WLAN) provided at the sites.
- 11.7 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.

12. Macromedia Library / Conditions of Use

- 12.1 The Macromedia Library can be used by all members of the university (students, teaching staff and administrative staff).
- 12.2 By using the services of the Macromedia Library or entering the library on site, the user accepts the conditions of use as binding.
- 12.3 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).



13. Rights of use for project work / Bachelor's thesis

- 13.1 For the purpose of the German Copyright Act (Urheberrechtsgesetz) the owner of the copyright in the project thesis and the Bachelor's thesis created in the context of the respective course of studies shall be the ST.
- 13.2 Macromedia University shall acquire, in particular, the following rights of use in the aforementioned project / Bachelor'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.
- 13.3 As a general rule, the ST have the option of completing the project / Bachelor's thesis in cooperation with companies. If a company provides the ST with a topic for a project / Bachelor'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.
- 13.4 This right of the ST to use the project / Bachelor's thesis for purposes of self-promotion and in application procedures shall remain unaffected.
- 13.5 Please refer to the respective guidelines for project and Bachelor's thesis for additional provisions.

14. Exclusion from the programme, damages

- 14.1 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.
- 14.2 Cancellation and exclusion are also possible if, despite a warning, the ST has not paid the tuition fee within the prescribed time limit.
- 14.3 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.
- 14.4 A 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.
- 14.5 Once Macromedia University has declared that a ST is being de-registered, the study contract terminates at the end of the semester in which such declaration has been made.
- 14.6 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.
- 14.7 Any outstanding payments are due and payable in full within two weeks from receipt of the notice of cancellation for cause.
- 14.8 In the event of an exclusion, the student ID card shall be immediately returned to Macromedia University; there is no retention right.



15. Insurances, liability

- 15.1 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.
- 15.2 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.
- 15.3 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).
- 15.4 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.
- 15.5 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.