

General Terms and Conditions (GTC) of the KODREAMS Project

1 General terms and conditions

KOWELT will run campaigns in various countries around the world and organise competitions there with the aim of selecting the best candidates. We call this competition the KODREAMS project. The first edition of this competition will take place in Cameroon.

Participants in the KODREAMS project include students, trainees, job seekers and qualified professionals from various fields.

The first phase of the project is aimed at all persons residing in Cameroon and holding a "Baccalauréat" or a "GCE Advanced Level with a minimum of 2 passed papers". This first phase is completely free of charge. Once the applicant has submitted his/her application, the KOWELT company will decide whether his/her application is valid for the next selection phase or is invalid due to an inappropriate profile.

The second phase only concerns the applicants who have been selected in the first phase. They will take part in a competition (written test) to determine the best of them. The examination fee of 154 euros is compulsory in order to participate.

The results of the exam are published and the candidates are graded. Each candidate can, if they wish, receive a certificate with their exam result, which is valid for one year.

We will then make a free selection from the best candidates to determine "the best of the best", who will be mentored by the company free of charge, including the financing of their trip to Germany, except for the German lessons, which have to be financed by the selected candidates.

We would like to emphasise that not all applicants who pass this written test will be mentored by the company, but only the best among the best.

Finally, a waiting list will be established for other highly qualified applicants. If one of the selected best applicants does not continue or withdraws, we will select someone from the waiting list to replace him/her.

Since the participants of the competition will come from different backgrounds, i.e. different fields of work for professionals and trainees and different courses of study for students, it is not expertise that will be tested, but knowledge about the Federal Republic of Germany.

The selection is free of charge. Applicants pay nothing for the selection. Candidates only pay the fees to be able to take the exam and later receive a certificate with a score that we need to process his application for free use of the company services.

If the candidate is not satisfied with his exam result, he has the possibility to challenge it within a certain period of time and pay a certain amount for a re-correction and, if necessary, receive a new certificate with a new score. After the renewed correction, it can also be stated that no mistakes were made and the old certificate remains valid.

2 Registration and requirements for participation

2.1 The KODREAMS project is a competition for students, trainees, job seekers and qualified professionals from different fields living in the countries where the KODREAMS project takes place.

2.2 In order to participate in the competition, participants must meet the requirements that apply to each phase of the competition. For example, for the first phase, participants must have a "Baccalauréat" or a " GCE Advanced Level with a minimum of 2 passed papers " and be legal residents of Cameroon.

2.3 Registration is done through the online form available on the official KOWELT website. Participants must fill in the form completely and correctly and provide the required documents and information.

2.4 By participating in the competition, participants agree to these General Terms and Conditions.

2.5 Participants are obliged to provide complete and correct information when registering. KOWELT UG reserves the right to refuse the participation of any participant who has provided false or incomplete information.

3. selection procedure and examination fees

3.1 Participants will be selected on the basis of the application documents they submit. KOWELT reserves the right to reject applications that are incomplete or inappropriate.

3.2 The selected participants will take part in a written test to determine the best of them. Participants will be required to pay an examination fee of 154 euros in order to take part in the test.

3.3 The results of the test will be published as soon as they are available and each participant will receive a certificate with their results, valid for one year.

3.4 Participants who pass the test will have the opportunity to be selected by KOWELT UG to receive free support, including funding for their travel to Germany, with the exception of German lessons, which must be funded by the selected applicants. However, the selection will only be made among the best applicants.

3.5 If you do not agree with the results of the examination, you can lodge an objection in writing within four weeks after the results have been released or announced. There is a charge for reviewing the results. The fee for processing the appeal is € 40.00. In all cases where the appeal to the examination board leads to a correction of the certificate, the fee paid for the review of the result will be refunded. The decision of the examination board will be posted on the KODREAMS participant portal and the certificate will be renewed.

3.6 If it is established after the examination that the result was not obtained in a regular manner, the KODREAMS certificate can be withdrawn by the examination board of KOWELT UG.

4. data protection

4.1 KOWELT agrees to treat all personal data of the participants confidentially and to use it only for the purpose of the KODREAMS project.

4.2 The participants agree that their personal data will be stored and processed by KOWELT UG.

5 Disclaimer

KOWELT UG cannot accept any responsibility for disruptions to the test process caused by circumstances beyond the control of KOWELT UG. If the test or the assessment of the test has to be disrupted, delayed or cancelled due to such occurrences, every attempt will be made to resume

normal test operations as soon as possible. The responsibility of KOWELT UG is limited to refunding the examination fee or - in justified cases - offering to repeat the test at a later date.

6. changes and cancellations

6.1 KOWELT UG reserves the right to make changes to the conditions of participation or to the KODREAMS project. Should KOWELT UG make changes to the conditions of participation, the participant will be informed in a timely manner. Changes to the terms and conditions will only become effective for the participant from the time he/she agrees to these changes. Changes to the KODREAMS project itself will only be made in the event of unforeseen circumstances for which KOWELT UG is not responsible. KOWELT UG will endeavour to minimise the impact of such changes on the participants.

6.2 In the event of cancellations by the participant, the examination fees will not be refunded. If a participant decides to cancel their participation in the KODREAMS project, they will not be entitled to a refund of the examination fees. It is the participant's responsibility to ensure that they are able to participate in both stages of the selection process before deciding to enrol. KOWELT UG reserves the right to claim damages in the event of cancellations by the participant, if necessary, if the cancellation results in significant costs or losses to KOWELT UG.

7. applicable law and place of jurisdiction

7.1 The law of the Federal Republic of Germany applies to all disputes in connection with the KODREAMS project. This means that all legal issues that may arise between KOWELT UG and the participants of the KODREAMS project will be judged according to German law.

7.2 The place of jurisdiction is Berlin. This means that all disputes in connection with the KODREAMS project must be brought before the competent court in Berlin. It is important to note that the choice of jurisdiction and applicable law can be of great importance. Therefore, participants in the KODREAMS project should be aware of the meaning of these clauses and, if necessary, seek legal advice before signing up to participate in the project.

8. severability clause

Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remaining provisions.

9 Miscellaneous

9.1 No oral agreements have been made. Amendments or supplements to these GTC must be made in writing.

9.2 These GTC constitute the entire agreement between KOWELT UG and the participant and supersede all previous agreements, whether written or oral.

10. rules for the examination day

10.1 Identity checks will be carried out before and during the examination. You must present a valid identity card or passport on the day of the examination. The identity document must be identical to the document used for online registration. You will not be admitted to the test without a valid identity document. You must also present the admission letter.

10.2 The test officers may collect the identification documents during the test in order to check them again. If there is any doubt about your identity, you are required to prove your identity to the

test centre within one week of the examination. A certificate will only be issued if your identity is proven beyond reasonable doubt.

10.3 You must be punctual at the test centre on the day of the examination. You will find information about the examination venue and time as well as the meeting point in the Participant Portal approximately 5 days before the examination. If you do not arrive at the examination room until after the start of the introduction to the examination, you will not be able to take part in the examination.

10.4 You may not leave the examination building during the examination period. You are also not permitted to visit a cafeteria or refectory during breaks. Food for the day of the examination must be obtained before the examination begins. If you wish to smoke, you must be escorted outside the door by an invigilator during the break. A test centre is entitled to prohibit smoking breaks.

10.5 If any part of the KODREAMS examination is conducted in another building or part of a building, or if the room has to be changed, you will be accompanied by the examination invigilator.

10.6 Once you have been allocated your seat, you may not leave the examination room. You may only go to the toilet during the break specified by the test centre. If it is located on another floor, you may only leave the floor under supervision. For other reasons, leaving the examination room is only permitted as an exception and only if accompanied by a proctor. The decision on this lies with the examiners. Missed examination time cannot be made up.

10.7 You may not carry phones, tablets, MP3 players, wristwatches (incl. smartwatches), fitness bracelets, calculators or other electronic devices. If a separate room is available for the storage of personal items, you must leave your bag there. If such a room is not available, all personal items must be placed in a corner of the examination room.

10.8 Mobile phones and any other electronic devices given for storage must be switched off throughout the test. If your mobile phone rings during the examination, you will be disqualified from the examination. If you attempt to make a phone call or exchange messages during the examination or during the break, you will also be excluded from the examination.

10.9 Only your identification document and admission letter are allowed on your desk during the examination. Paper for notes and answer sheets will be given to you by the invigilator. Food, drinks and toiletries must be removed from your pockets before the examination begins.

10.10 All examination papers and concept papers must be handed in at the end of the examination.

10.11 You must mark all answers on the answer sheet or questionnaire (if asked) during the allotted examination time. Only the solutions on the answer sheet or writing sheet will be marked. Notes on concept paper will not be marked.

10.12 As soon as the examiners indicate the end of the examination, you must stop writing. If you continue writing after this, you may be disqualified from the examination. The decision on this lies with the examiners.

10.13 If you disrupt the examination, use unauthorised aids or attempt to copy, you will first receive a warning. If you disregard this warning, you will be excluded from the examination.

10.14 If you do not follow the instructions of the examiners, consult notes or reference books during the breaks, or if you can be shown to have worked on the examination parts with aids, you will be excluded from the examination.

10.15 After breaks, you must arrive in time for the start of the next part of the examination; the time will be determined by the test centre. After breaks or room changes, identity checks may be carried out again before seats are allocated in the examination room.

10.16 If you fail to appear for the examination or any part of the examination, the examination will be considered a failed attempt or abandoned.

10.17 You may not leave your examination place until all documents have been collected and you have permission from the examination officials to leave the examination place.

10.18 You must not record any information about the contents of the KODREAMS examination and take it with you after the examination.

10.19 You must not discuss the content of the examination with other examinees, pass it on to third parties or make it available to the public. You must not post the content of the test items and test papers on social networking sites, internet forums and similar media.

11 Registration

11.1 Registrations by the participant are binding. Registrations can be made online at KOWELT UG via the website. In the case of registration by a third party, the third party must present an original power of attorney at the time of registration. Registrations by persons under 18 years of age can only be made with the consent of the parent or legal guardian. The contract comes into effect with a written order confirmation from KOWELT UG and payment by the participant or a representative. The order confirmation will be sent by e-mail. Subsequent changes to the registration can only be made by agreement between the parties.

11.2 A fee is charged for participation. The fee is payable and due upon registration.

12. cancellation policy

12.1 Right of withdrawal

The participant has the right to revoke this contract within 14 days without giving reasons. The revocation period is 14 days from the day of the conclusion of the contract. In order to exercise the right of withdrawal, the participant must inform the company KOWELT UG (Haftungsbeschränkt), Lange Straße 38, 38448 Wolfsburg, Fax 015774994924, contact.germany@kowelt.de by means of a clear declaration (e.g. a letter sent by post, fax or e-mail) of his/her decision to withdraw from this contract. In order to comply with the revocation period, it is sufficient that the notification of the exercise of the revocation is sent before the expiry of the revocation period.

12.2 Consequences of revocation

In the event of an effective cancellation, all payments received by KOWELT UG from the participant will be refunded immediately and at the latest within 14 days from the day on which the notification of cancellation was received. The same means of payment that was used for the original transaction will be used for the repayment, unless expressly agreed otherwise; in no case will fees be charged due to this repayment.

If the participant has requested that the service should begin during the cancellation period, then KOWELT UG is entitled to an appropriate amount, which corresponds to the proportion of the services already provided up to the point in time at which the participant informs KOWELT UG of the

exercise of the right of cancellation regarding this contract, in comparison to the total scope of the services provided for in the contract.

13. performance of the service

13.1 KOWELT UG carries out the service according to the accepted rules of science.

13.2 The participant agrees to the performance of the service by commissioned or maintained facilities of KOWELT UG.

13.3 The participant is responsible that KOWELT UG receives in time all documents and information necessary for the performance of the service. The participant portal is used exclusively for this purpose.

14. Payment

14.1 Payment of the fee shall be made exclusively by bank transfer to the bank account indicated in the admission letter or to the bank account of KOWELT UG.

14.2 All reservations are processed immediately. All enquiries regarding reservations, payments and transactions will be processed within six working days.

15. Cancellation

KOWELT UG reserves the right to cancel events in the event of the unavailability of examination officers, lecturers or if the number of participants is insufficient. In such cases, KOWELT UG shall endeavour to notify the cancellation or necessary changes to the programme or a change of test centre as soon as possible. If a test is cancelled, the participant will be reimbursed for the fee paid as soon as possible.

16. Warranty and liability

16.1 KOWELT UG shall not be liable for the failure to provide a service in the event of force majeure or for other reasons for which it is not responsible.

16.2 KOWELT shall not be liable for any loss or damage suffered by the participant as a result of his/her participation in the KODREAMS project. This means that the participant is responsible for all risks and consequences resulting from his/her participation in the project.

16.3 KOWELT UG's warranty is limited in the first instance to subsequent performance within a reasonable period of time. If subsequent performance fails, i.e. if it is impossible or unacceptable to the participant, or if it is unreasonably refused by KOWELT UG or unreasonably delayed, the participant shall be entitled to demand, at its option, a reduction in the fee or cancellation of the contract.

16.4 Except in cases of intent, gross negligence, personal injury or liability under the Product Liability Act as well as the violation of essential contractual obligations, all claims of the participant for compensation for direct or indirect damage are excluded, regardless of the legal grounds. This shall also apply to the personal liability of KOWELT UG's employees and vicarious agents engaged by it.

17 Duration of the contract and termination

17.1 The contractual relationship shall commence upon confirmation of the registration by KOWELT UG.

17.2 The contractual relationship shall end with the respective service to be provided by KOWELT UG, without the need for termination. If the Participant is unable to take advantage of a service or part thereof for reasons of his/her own (e.g. illness, professional or personal obligations), he/she shall not be entitled to a refund of the Participant Fee or the service at another time.

17.3 The right to terminate the contract for good cause remains unaffected by this provision.

18 Confidentiality, copyright

18.1 All working documents provided to the Participant or all test exercises or information made available to the Participant are protected by copyright. Without the written permission of KOWELT UG, no participant is permitted to reproduce these documents, test assignments or information in any form whatsoever, including for teaching purposes, in particular by processing them with the aid of electronic systems, reproducing them, distributing them, using them for public communication, passing them on to third parties or making them accessible to the public. It is forbidden to publicise, publish and make accessible to third parties any test exercise and any test documents, as well as to place them on social networks, Internet forums, websites and similar media.

18.2 KOWELT UG and/or its appointed agencies shall process and use the participant's personal data exclusively for their own purposes, including statistical purposes. KOWELT UG shall use automatic data processing systems for this purpose. In order to comply with the data security requirements of the General Data Protection Regulation (GDPR), KOWELT UG has taken technical and organisational measures to ensure the security of the data files and the data processing processes. The employees in charge of the processing are obliged to strictly comply with all data protection regulations.

19 Right of inspection

19.1 In the area of examinations and tests, the participant may, on request, inspect his examination work within one year of the end of the contract. The request must be submitted to KOWELT UG no later than four weeks after the results have been published on the TestDaF participant portal or after the results have been announced.

19.2 Access is only possible at the registered office of KOWELT UG. The inspection shall take place under the supervision of KOWELT UG. As a rule, a period of 30 minutes shall be allowed for the consultation. No information may be recorded or taken away. No electronic devices are allowed during the consultation.

Status: 19 February 2023

These T&Cs may be amended by KOWELT UG at any time. It is the responsibility of participants to keep themselves informed of any changes by regularly visiting the official website of KOWELT UG.