

# REFER A FRIEND SCHEME

Terms and Conditions



Gisma  
University  
of Applied  
Sciences

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These terms and conditions (the “Terms”) form the basis on which (“Gisma”, “University of Applied Sciences” and/or “we”/“us”) operates the Refer a Friend Scheme. Successfully referring a friend to our programmes could mean a €500 (applicable to Potsdam Campus Programmes) e-voucher or tuition fee reduction for you and your friend, subject to these terms.

Our company registration number is HRB: 35061 P and our registered office is at Konrad-Zuse-Ring 11-14469 Potsdam, Germany. Our registered VAT number is DE 318498577.

These Terms should be read in conjunction with Gisma’s Study Agreement, policies and procedures (“Gisma Policies”), in force from time to time, including but not limited to:

- Gisma’s Terms and Conditions (“Study Agreement”);
- Gisma’s Privacy Policy;
- Gisma’s Withdrawal Policy;

Copies of all Gisma’s Policies are available on the Gisma’s Website.

These Terms should be read in conjunction with and are subject to:

- the Student Code of Conduct;
- Admission Criteria; and
- Privacy Policy.

For the avoidance of doubt, you remain bound by the financial and contractual obligations of the Gisma’s Study Agreement applicable to your enrolment on a Programme (as defined below).

This offer is open currently unlimited.

## 1. Definition and interpretation

In these terms and conditions:

**Additional Reward** means the additional reward, as set out in Schedule 2, awarded to the Referrer and / or Referred Student in accordance with the criteria set out in these Terms to be paid/applied in euros for Potsdam Campus Programmes.

**Application** means the application form for joining a Programme, completed and submitted to Gisma

**Matriculate** means the process of formally registering your participation in a Programme and the expression "Matriculate" should be read accordingly

**Programme** means any Blended Learning or Distance Learning programme provided and awarded solely by Gisma

**Referral** means the referral of a Referred Student by a Referrer formalised by the Referred Student entering at the point of completing the online application on the Gisma website the Student ID and full name of the Referrer.

**Referral Reward** means the referral reward, as set out in Schedule 1, awarded to the Referrer and / or Referred Student in accordance with the criteria set out in these Terms to be paid or applied in euros for Potsdam Campus Programmes.

**Referred Student** means a potential student (for any study mode) who is introduced to Gisma by a Referrer and completes the Referrer's student ID and full name at the point of completing the online application form for the programme of study with Gisma and subsequently matriculates on a Programme.

**Referrer** means an individual who has previously submitted an Application and a minimum of 1000 EUR deposit. For the avoidance of doubt, it is irrelevant whether the Application was subsequently accepted or rejected by Gisma or whether the student matriculated with Gisma or not.

**Scheme** means this Refer a Friend Scheme as set out in these Terms.

**Sanctions** means any sanction, including but not limited to, economic or financial sanctions or trade embargoes, that is imposed, administered or enforced from time to time by (a) the United States government (including, without limitation, OFAC), or (b) the United Nations Security Council, or (c) the European Union, or (c) Finanzbehörde.

**Sanctioned Person** means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the United States government (including, without limitation, OFAC), the United Nations Security Council, the European Union, or Finanzbehörde, or (b) any Person controlled by any such Person.

**Tuition Fees** means the fees payable to Gisma in relation to a Programme. For the avoidance of doubt, the Tuition Fees shall not include costs associated with study including, but not limited to accommodation or equipment.

## 2. Eligibility

- 2.1.** To be eligible for this Scheme, the Referrer must not have made more than nine Referrals (per intake) under the Refer a Friend Scheme or similar schemes. For the avoidance of doubt, the Referrer can make more than the Referral limit stated above, however, this Scheme will not apply to any Referrals made in excess of the Referral limit i.e. Gisma will not provide the Referrer or the Referred Student with the Referral Award or Additional Reward for any Referrals made in excess of the Referral limit.
- 2.2.** Referrers or Referred Students referred to Gisma by and through an agent/representative of Gisma (not including GUS referrals) are excluded from this Scheme.
- 2.3.** You will not be eligible, or will cease to be eligible, for the Scheme if:
  - 2.3.1.** your Tuition Fees are being funded by a company or other sponsor and you then refer an individual who is also funded by the same company or sponsor; or
  - 2.3.2.** you are an employee or worker (whether permanent or temporary) of Gisma; or
  - 2.3.3.** you are related to or friends with an employee or worker (whether permanent or temporary) of Gisma; or
  - 2.3.4.** if we become aware of any issues or inconsistency with the details provided on the Referral Form; or
  - 2.3.5.** Referred student is completing incorrectly on the online application form the student ID and full name of the Referrer; or
  - 2.3.6.** Referred Student has graduated from a Programme in the 18 months preceding the Referral;
  - 2.3.7.** you are in Tuition Fees arrears or any other arrears in relation to other Gisma costs, including but not limited to, library fines; or
  - 2.3.8.** you are a Sanctioned Person; or
  - 2.3.9.** The number of Referrals previously made by you exceeds 10 Referrals (per intake) if you are a Referrer A, or the number of Referrals previously made by you exceeds 5 Referrals (per intake) if you are a Referrer B. For the avoidance of doubt, Referrer A and Referrer B can make more than the Referral limit stated above, however, this Scheme will not apply to any Referrals made in excess of the Referral limit i.e. Gisma will not provide the Referrer or the Referred Student with the Referral Award or Additional Reward for any Referrals made in excess of the Referral limit.
  - 2.3.10.** Both the Referrer and the Referee must be hold a valid visa for Germany at the time the referral bonus is claimed.

### 3. Participation

- 3.1. To apply for the Scheme, the Referred Student must complete at the point of filling out the online application for the chosen course of studies on the Gisma website the Student ID and full name of the Referrer. Referrals made in any other way will not be considered or accepted.
- 3.2. By completing the Referral section on the online application portal, the Referred Student consents to being contacted by Gisma regarding this Scheme.
- 3.3. The Referrer and the Referred Student must not be the same person. Where we identify they are the same person, for example by email address, phone number, or name, the Referral will be void.
- 3.4. Gisma accepts no responsibility for referrals not successfully completed during the Entry Period due to a technical fault, technical malfunction, computer hardware or software failure, satellite, network or server failure of any kind, and proof of sending shall not be proof of receipt. It is the sole and absolute responsibility of the Referrer and Referred Student to submit their Referral in accordance with these Terms.

### 4. Referral Reward

- 4.1. Subject to satisfactory verification, the Referral Reward for the Referrer and the Referred Student shall be awarded if, within 12 months of submitting a valid online application form and the Referral section is filled out, the Referred Student:
  - 4.1.1. has applied for a Programme:
    - 4.1.1.1. directly through Gisma; or
    - 4.1.1.2. through the GUS Business Development Team; or,
    - 4.1.1.3. in the case of international students, through our group company Global University Systems("GUS");
  - 4.1.2. has accepted an offer from Gisma to join a Programme;
  - 4.1.3. has matriculated on the Programme;
  - 4.1.4. is outside any cancellation and refund periods that apply to the Programme;
  - 4.1.5. has passed the first module of the first year of the Programme; and
  - 4.1.6. has paid for the first trimester of the first year of the Programme.
- 4.2. The Referred Student and Referrer will not be eligible, or will cease to be eligible, for the Scheme if any of the conditions in clause 2.3 applies.
- 4.3. The Referrer's Referral Reward shall be awarded within 60 days following the satisfaction of all of the criteria set out in clause 4.1, Schedule 1.
- 4.4. The Referred Student's Referral Reward shall be awarded within 60 days following the satisfaction of all of the criteria set out in clause 4.1, Schedule 1.
- 4.5. The Referral Reward is personal to the Referrer and the Referred Student each individually and is non-transferrable and excludes any additional costs. No cash alternative is available.
- 4.6. For the Referred Student, only one offer will be applicable (discount or scholarship or refer-a friend reward) whichever is higher.

## 5. Additional Reward (only applicable to undergraduate courses)

- 5.1. If, in addition to the provisions in clause 4.1 being satisfied, the Referred Student has:
  - 5.1.1. passed the first module of the second year of the Programme; and
  - 5.1.2. paid for the first trimester of the second year of the undergraduate Programme, the Referrer and the Referred Student will become entitled to receive an Additional Reward in accordance with Schedule 2.
- 5.2. On satisfaction of the criteria set out in clauses 4.1 and 5.1, the Referred Student must notify Gisma Finance at [studentfinance@gisma.com](mailto:studentfinance@gisma.com) with details of the original Referral. The Additional Reward will only be awarded once the Gisma Finance team has verified to their reasonable satisfaction that all relevant criteria have been achieved.
- 5.3. The Additional Reward is personal to the Referrer and the Referred Student each individually and is non-transferrable and excludes any additional costs. No cash alternative is available.

## 6. General

- 6.1. The Scheme can be applied at the same time as other offers run by Gisma.
- 6.2. The Referral Reward and Additional Reward shall only be paid in the currency in which the fees have been received by Gisma from the Referrer or the Referred Student as the case may in euros for Potsdam Campus Programmes.
- 6.3. The Scheme, the Referral Reward or Additional Award is awarded at the sole discretion of Gisma and Gisma's decision shall be final.
- 6.4. Gisma reserves the right to withdraw or amend the Terms or the Scheme at any time.
- 6.5. You may not transfer any of your rights under these Terms to any other individual or entity.
- 6.6. These Terms are between Gisma and the Referrer, and between Gisma and the Referred Student. No other person shall have any rights to enforce any of their provisions and no-one shall enforce any of the Terms on behalf of another.
- 6.7. Gisma may transfer its rights and obligations under these Terms to another organisation. Gisma will always tell you in writing if this happens and Gisma will ensure that the transfer will not affect your rights under its relationship with you. If you are unhappy with the transfer, you may contact Gisma to terminate the relationship within 30 days of Gisma telling you about it.
- 6.8. Gisma shall not be liable to you in respect of any claims or losses arising from these Terms and the Scheme. The above limitation of liability shall not apply to any claims that relate to death or personal injury through negligence.
- 6.9. If there is a delay in Gisma carrying out its obligations to you under these Terms caused by circumstances beyond the reasonable control of Gisma, then Gisma shall not be liable to you (or any other person) for the consequences of that delay.
- 6.10. If Gisma delays in enforcing any of these Terms, Gisma may still enforce any of them later. If Gisma does not insist immediately that you meet your obligations under these Terms, or if Gisma delays in taking steps against you in respect of your breaking these Terms that will not mean that you do not have to do those things and it will not prevent Gisma from taking steps against you at a later date.
- 6.11. If there is a conflict between these Terms and the Gisma Policies or any other terms issued by Gisma relevant to the Scheme, then the Gisma Policies shall prevail.
- 6.12. Each of the provisions in these Terms operates separately. If a court finds any part of these Terms unlawful, the remaining provisions will continue in full force and effect.
- 6.13. Gisma will at all times process any of your personal data in accordance with its Privacy Policy, which is available on its website [www.gisma.com/privacy-policy](http://www.gisma.com/privacy-policy) or upon request, which is compliant with the EU GDPR. If you are an international student and you apply through GUS, you will be subject to their privacy policy in force from time to time.
- 6.14. These Terms are governed exclusively by German law and both Gisma and you irrevocably submit to the exclusive jurisdiction of the German courts for any claim arising under or in connection with these Terms and any non contractual obligation arising out of or in connection with them.



## Schedule 1 – Referral Reward

- 1.1. The Referral Reward €500 applicable to Potsdam Campus Programmes shall be paid or applied as below:
  - 1.1.1. if you are a student self-funding (whether paying in full or via a payment plan) your Programme: the Referral Reward will be deducted from your full payment or the last instalment of your payment plan.
  - 1.1.2. if you are a student funding your Programme via a student loan: the Referral Reward will be paid to you in the form of a loaded pre-payment card or e-voucher to be determined at the sole discretion of Gisma.
  - 1.1.3. if you are a student funding your Programme via a company or a sponsor: the Referral Reward will be paid to you in the form of a loaded pre-payment card or e-voucher to be determined at the sole discretion of Gisma. If you are an alumni, Gisma will look at how you paid for your Programme whilst you were a student in order to determine which category at clause 1.1 you fall under.
- 1.2. The Referral Reward shall be sent to the residential or email addresses of the Referrer and Referred Student notified to us.
- 1.3. Gisma is not liable for any loss or damage arising out of the Referrer's/Referred Student's use of the Referral Reward or any interception of the Referral Reward once distributed.
- 1.4. Gisma is not responsible for the fiscal taxation responsibilities of the Referrer or Referred Student.

## Schedule 2 – Additional Reward

- 1.1. The Additional Reward €500 applicable to Potsdam Campus Programmes shall be paid or applied as below:
  - 1.1.1. if you are a student self-funding (whether paying in full or via a payment plan) your Programme: the Additional Reward will be deducted from your full payment or the last instalment of your payment plan for the second year of studies.
  - 1.1.2. if you are a student funding your Programme via a student loan: the Additional Reward will be paid to you in the form of a loaded pre-payment card or e-voucher to be determined at the sole discretion of Gisma.
  - 1.1.3. if you are a student funding your Programme via a company or a sponsor: the Additional Reward will be paid to you in the form of a loaded pre-payment card or e-voucher to be determined at the sole discretion of Gisma. If you are an alumni, Gisma will look at how you paid for your Programme whilst you were a student in order to determine which category at clause 1.1 you fall under.
- 1.2. The Additional Reward shall be sent to the residential or email addresses of the Referrer and Referred Student included on the Referral Form.
- 1.3. Gisma is not liable for any loss or damage arising out of the Referrer's/Referred Student's use of the Additional Reward or any interception of the Additional Reward once distributed.

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