



Marathon Promotion Rules





GENERAL TERMS

1. The Promoter is: "Lingoda GmbH" whose registered office is at Charlottenstraße 18, 10117 Berlin, Germany.
2. By entering this promotion, 'the Participant' is indicating their agreement to be bound by these Terms and Conditions.
3. Subject to the following Section 4, the Promoter's decision in respect of all matters to do with the promotion will be final and no correspondence will be entered into.
4. The promotion and these Terms and Conditions will be governed by German law and any disputes will be subject to the exclusive jurisdiction of the courts of Germany.
5. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other social network. The Participant is providing their payment information to the Promoter and not to any other party. The information provided will be used in conjunction with these Terms and Conditions.
6. The Promoter also reserves the right to cancel the promotion if circumstances arise outside of its control that could potentially jeopardize the execution of the promotion and safety of the Participant.
7. The Promoter is not responsible for inaccurate price details supplied to any of the Participants by any third party connected with this promotion.
8. The Promoter is not responsible for inaccurate information about the Marathon shared by any third party on other means different from these Terms and Conditions, like websites or social networks.
9. The Participant agrees that only these Terms and Conditions will apply to the Marathon.



10. Only the Terms and Conditions mentioned in this document are applicable to the Marathon promotion.

11. Whenever it is talked about 'the Marathon' hereafter, all Marathons that the Promoter is promoting are meant, except explicitly mentioned differently.

PARTICIPATION

12. The promotion is only open to:

- Students who have not had a subscription with Lingoda for at least 30 days **before sign-up of the Marathon.**
- Previous "Marathon runners" who did not qualify for the refund

Should a Participant breach any of the above, the Participant will not be eligible for the refund.

13. No sharing of accounts is permitted, and if more than one person uses the same Lingoda account, they won't be eligible for the refund.

REGISTRATION

14. Upon registration to the Marathon, the Participant agrees to pay the €49, \$55, 3459₪ non-refundable deposit to secure their spot. On 10th September 2019 (CEST), the Participant will be automatically charged the remaining amount of the first month of the Marathon.

This €49, \$55, 3459₪ deposit is non-refundable in case of cancellation, in any circumstances. The €49, \$55, 3459₪ deposit will be refunded as part of the reward for successfully completing the Marathon.



15. Only one entry will be accepted per entrant. Multiple entries from the same entrant will be disqualified.
16. No responsibility can be accepted for any unsuccessful entries not received for whatever reason.
17. Upon registration to the Marathon, the entrant agrees to all Terms and Conditions as outlined.
18. Upon registration to the Marathon, the Participant agrees to proceed to the Marathon payments for month 1, month 2 and month 3.
19. Upon registration to the Marathon, the Participant cannot change the Marathon language or type anymore.

DATES

20. Participants can sign up to participate in the promotion until 9th September 2019 (inclusive).
21. The Marathon starts on the following date: **23rd September 2019**. (CEST time)
22. The 3 monthly payments will be processed on the following days:

Deposit: upon registration

Remaining cost of **month 1: 10th September 2019**

Month 2: 16th October 2019

Month 3: 15th November 2019

Please note that not every Participant will be charged at the same time, and different charging points will take place during these nominated days.



The Participant will receive the credits up to 2 hours after the payment has been successful.

All credits are available for booking from the following day onwards.

23. The definition of a month in the Marathon is as follows:

Month 1 - from 23rd September 2019 to 22nd October 2019 inclusive

Month 2 - from 23rd October 2019 to 21st November 2019 inclusive

Month 3 - from 22nd November 2019 to 21st December 2019 inclusive

24. The class credits will be available before the start of the Marathon so that the Participant has time to book classes in advance. This is to insure that there are classes available at their convenient date/time. It is the responsibility of the Participant to make sure that they book the classes on the corresponding Marathon dates and not before or after.

Lingoda will not be responsible and will not refund any class credits for classes booked on wrong dates or times.

25. The challenge reaches its conclusion on **21st December 2019** for the Participant, regardless of start date **21st December 2019** is considered the last day of the challenge.

26. The Participant agrees that the Marathon promotion will roll into a paid subscription at the end of the Marathon, whose payment will be charged on **22nd December 2019**, unless cancelled before the end of the Promotion. This is not the case for students being enrolled in the "Business English Marathon".

PARTICIPATION CANCELLATION

27. The Participant has the right to withdraw from the contract within 14 days of registration



without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform Lingoda through contact form or Email.

To meet the withdrawal deadline, it is sufficient for the Participant to send a communication concerning the exercise of the right of withdrawal before the withdrawal period has expired. If the Participant withdraws from the contract, the Promoter shall reimburse to the Participant all payments received from it, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which the Promoter is informed about the decision to withdraw from this contract. The Promoter will carry out such reimbursement using the same means of payment as were used for the initial transaction, in any event, the Participant will not incur any fees as a result of such reimbursement. Please note that this does not affect the deposit, as in any situation this is non-refundable.

PAYMENTS

28. During the 3 months of the Marathon, the Participant will be charged on the following dates:

Deposit: upon registration **€49, \$55, 3459P**

Remaining cost of month 1: **10th September 2019**

Full Marathon (English, French & Spanish) - **€189, \$209, 13339P**

Full Marathon (German) - **€249, \$279, 17659P**

Full Marathon (Business English) - **€249, \$279, 17659P**

Half Marathon (English, French & Spanish) - **€69, \$79, 4939P**

Half Marathon (German) - **€99, \$109, 6999P**

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Half Marathon (Business English) - **€99, \$109, 6999P**

Month 2: **16th October 2019**

Month 3: **15th November 2019** the following fixed amount

Full Marathon (English, French & Spanish) - **€239, \$269, 16799P**

Full Marathon (German) - **€299, \$339, 21119P**

Full Marathon (Business English) - **€299, \$339, 21119P**

Half Marathon (English, French & Spanish) - **€119, \$129, 8399P**

Half Marathon (German) - **€149, \$169, 10519P**

Half Marathon (Business English) - **€149, \$169, 10519P**

The Participant agrees to make all three payments, regardless of whether the Participant completes the Marathon or not due to any circumstances.

Classes can be booked when credits are received after payment, for after the first date of the Marathon.

29. All payments will be in the same currency in which the Participant paid the deposit.

30. The Marathon payments are non-refundable. There is no 7-day refund applicable to this promotion.

31. If the payment is refused on any of the above-mentioned dates, we will follow the usual protocol: to try again during the upcoming days. The Participant will get an email and should follow the instructions to ensure payment goes through. It is the responsibility of the Participant to make sure the payment is successful. If Lingoda has not received the payment three days after the above-mentioned dates, the Participant will be automatically disqualified from the Marathon refund.



32. In case of chargeback, it is the responsibility of the Participant to reverse the chargeback within 48 hours. Failure to reverse the chargeback within the next 48 hours will result in the Participant's disqualification from the refund.

33. Once the Participant completes the Marathon, the Promoter will inform the Participant within 45 days of completion with the results, and whether they are eligible for a refund. The refund will follow, at the discretion of the Promoter, latest 3 months after completion of the promotion.

34. The amount of the refund depends on the challenge selected by the Participant: full refund for the Full Marathon and half refund for the Half Marathon.

35. The refund can be issued as monetary refund or the equivalent value in class credits. Upon completion of the Marathon, the Promoter will contact the Participant to register the refund method. Failure on the part of the Participant to register this choice within 14 days of the contact date will result in no refund being given.

SUBSCRIPTION AFTER MARATHON

36. The Participant agrees that the promotion will roll into a discounted paid monthly subscription at the end of the Marathon. The first payment will be charged on **22nd December 2019**. This is not the case for students being enrolled in the "Business English Marathon".

37. If the Participant does not want to have this monthly subscription, it is their responsibility to cancel it before its start date, otherwise it will not be refundable. The subscription can be cancelled during the last month (month 3) of the Marathon, through the Participant's Lingoda profile. It is not possible to cancel the subscription before the last month of the Marathon.

38. The half Marathon will roll into a monthly subscription with 10 group classes/month and the full Marathon will roll into a monthly subscription with 20 classes/month. For this subscription, the standard Lingoda terms will apply. However, the 7-day-money-back guarantee does not



apply to this subscription.

“Stay on track” pack after the Full Marathon - 20 classes per month

English, French & Spanish - **€169, \$189, 11400₪**

German - **€189, \$209, 12700₪**

“Stay on track” pack after the Half Marathon - 10 classes per month

English, French & Spanish - **€99, \$109, 6700₪**

German - **€109, \$119, 7300₪**

The rolling subscription for the indicated price above is only applicable to Marathon participants and does not depend on whether they qualify for the refund in the end or not. Once this subscription is changed or cancelled, the discount cannot be restored.

MARATHON

39. There are two options for the Language Marathon:

Option 1: the Full Marathon (30 classes per month)

Option 2: the Half Marathon (15 classes per month)

40. The Participant agrees that only group classes contribute toward the Marathon.

41. The Participant has to participate in an agreed number of group classes during the specified dates each month to succeed (30 classes for the Full Marathon and 15 classes for the Half Marathon).

Month 1 - from 23rd September 2019 to 22nd October 2019 inclusive

Month 2 - from 23rd October 2019 to 21st November 2019 inclusive

Month 3 - from 22nd November 2019 to 21st December 2019 inclusive



Any classes booked before the first date of the Marathon, **23rd September 2019**, for whatever reason, will result in disqualification for the refund.

42. The Participant will receive the amount of credits they signed up for on the following dates:

Month 1: 10th September 2019

Month 2: 16th October 2019

Month 3: 15th November 2019

Each class that the Participant attends will use 1 credit.

The challenge lasts for three months and the payment will be automatically charged every month (the subscription will auto renew for those three months).

REFUND

43.a) Conditions for the refund in the Full Marathon:

The Participant can attend a maximum of 1 class per day and must complete the class from start to finish (i.e. they cannot be late or leave the class earlier).

The Participant has to attend the following classes:

30 classes in month 1 - **from 23rd September 2019 to 22nd October 2019 inclusive**

30 classes in month 2 - **from 23rd October 2019 to 21st November 2019 inclusive**

30 classes in month 3 - **from 22nd November 2019 to 21st December 2019 inclusive**

43 b). Conditions for the refund in the Half Marathon:

The Participant can attend a maximum of 1 class per day and must complete the class from start to finish (i.e. they cannot be late or leave the class earlier).

The Participant can attend a maximum of 5 classes per week. For this promotion, a week is con-



sidered to start on Mondays and finish on Sundays.

The Participant has to attend the following classes:

15 classes in month 1 - **from 23rd September 2019 to 22nd October 2019 inclusive**

15 classes in month 2 - **from 23rd October 2019 to 21st November 2019 inclusive**

15 classes in month 3 - **from 22nd November 2019 to 21st December 2019 inclusive**

44. The Participant agrees to use the original class credit set that they get with the Marathon payments.

No other class credits will be considered in order to qualify for the Marathon refund or for the completion of the Marathon. It is not allowed to purchase additional credits in the store or make use of these.

45. The Participant agrees to not change their time-zone in their Lingoda account during the whole promotion. If the Participant needs to travel between time-zones, or there are regional time-zone changes during the Promotion, it is the Participant's responsibility to book their classes accordingly. The time-zone at the start of the Marathon will be taken as the Participant's time-zone for the duration of the Promotion. The Participant agrees it is their responsibility to organise their desired time-zone before the start date of the Marathon.

CLASSES

46. The Participant agrees that they need to book their classes at least 7 days in advance in order to make sure that there is a class available at their desired time, date and level. If the Participant does not book their lessons at least 7 days in advance Lingoda does not guarantee that there will be classes available at the Participant's desired time.

47. The Participant can only cancel classes at least 7 days in advance, or within the 30 minute immediate-cancel window from within their Lingoda account. The Participant agrees that, if they



do not cancel their lessons more than 7 days in advance or immediately, the Promoter will not refund or reschedule the booked lesson and the Participant is no longer eligible for a refund of the course fee.

The cut-off for this deadline is exactly 7 days, i.e. 168 hours, before the start date/time of a class.

48. The Participant has to attend classes fully (60 minutes) for them to count as completed for the Marathon. The Participant must actively participate (talking and actively listening) in the class, with functioning microphone, speakers and display.

49. If the Participant leaves a class part way through, arrives late or leaves early, this class will not count to qualify for the Marathon refund they will not be able to count these classes toward the Marathon. Attendance is measured with the system information provided by the class log. In case of discrepancy, the system's log and the information provided by the teacher will be the only valid data that we use.

50. If the Participant does not attend a class due to reasons for which the Promoter is not responsible (may it be health, job, technical, personal, weather-related issues, server blocking or any other), the Promoter will not refund the class and the Participant will be automatically disqualified for the refund, regardless of whether they have additional class credits due to any circumstances and regardless of any other circumstances.

51. It is the Participant's responsibility to ensure they have a stable Internet connection and the required technical settings. The full list of requirements to participate in the online classes, can be found [here](#). In addition, Lingoda does not take responsibility for any classes on a 3G or LTE connection where the quality is affected.

If the Participant cannot attend a full class due to a bad Internet connection or other technicalities, including microphone or speaker issues, the Promoter will not refund this class, i.e. the Participant will be disqualified for the refund automatically.

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52. Any inappropriate behaviour from the Participant during classes may result in the Participant being disqualified for the refund, including abusive, rude, sexual or disturbing conduct in any way. The Teacher has the right to remove the offending Participant from the class, and in the case of dispute, the Teacher's view will be taken.

53. If the class doesn't happen due to technical problems or other issues on the Promoter's side, the class credit will be refunded within 72 hours and the Participant does not need to take an additional class that day. The class in question will count towards the Participant's Marathon progress.

If a class credit is refunded by the system due to a class cancellation on the Promoter's side, it is the responsibility of the student to use the class credit after the end of the Marathon.

54. If the Participant cannot connect to class, it is their responsibility to report the class issue (teacher no show/technical error) by informing the Promoter via email in within 48 hours. Part of reporting the problem to Lingoda is to include screenshots.

The Participant must send two screenshots of the whole screen in order for their request to be valid:

One where we can see the "My classes" section of the student platform and the whole screen (including date and time) and another one where we can see the Participant inside the classroom, or attempting to join, (including date and time on screen).

Both screenshots must be taken within the first 5 minutes of the start of class or when the issue arises- they will not be accepted if they are taken later than that.

Reports without screenshots will not be investigated further and as a result it will be concluded that the fault was not on the Promoter's side.

After thorough investigation, and after concluding the problem was on the Promoter's side, the class may then be counted as completed for the Marathon Participation. The Participant does



not have to take another class on the same day in order to comply with the Marathon rules.

55. Even if the Participant doesn't comply with the rules of the challenge the Participant can keep taking classes until the end of the Marathon.

AFTER THE MARATHON

56. The Participant eligible for the refund will be notified by phone or email or letter within 45 days of completion with the results, and whether they are eligible for a refund. The refund will follow, at the discretion of the Promoter, latest 3 months after completion of the promotion. If the Participant cannot be contacted within 14 days of notification, the Promoter reserves the right to withdraw the refund.

57. The refund will be sent in the same currency and to the same payment method used to pay. It is the responsibility of the Participant that the credit card/account they used is still valid by the time the Promoter will send the refund, otherwise the refund cannot be sent.