

# Sprint

## Promotion Rules

## GENERAL TERMS

- 1.** The Promoter is: “Lingoda GmbH” whose registered office is at Zimmerstrasse 67/69, 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 Sprint Promotion 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 Sprint Promotion.

**10.** Only the Terms and Conditions mentioned in this document are applicable to the Sprint Promotion.

**11.** Whenever it is talked about ‘the Sprint Promotion’ hereafter, all Sprint Promotions 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 the sign-up of the Sprint Promotion.**

**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.** For ‘last call’ Sprint Promotion runners who sign up after **15th October 2021**, no deposit will be taken. These participants with registration after **15th October 2021**, agree to pay the first month's charge upon sign-up.

**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 Sprint Promotion, the entrant agrees to all Terms and Conditions as outlined.

**18.** Upon registration to the Sprint Promotion, the Participant agrees to proceed to the Sprint Promotion payments for month 1, month 2 and month 3.

**19.** Upon registration to the Sprint Promotion, the Participant cannot change the language or option anymore.

## **DATES**

**20.** Participants can sign up to participate in the Sprint Promotion until **27th October 2021 (CET)** (inclusive)

**21.** The Sprint Promotion starts on the following date: **31st October 2021.**

**22.** The 3 monthly payments will be processed on the following days:

**Month 1: upon registration**

**Month 2: 22nd November 2021 (CET)**

**Month 3: 22nd December 2021 (CET)**

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 Sprint Promotion is as follows:

**Month 1 - from 31st October 2021 to 29th November 2021 inclusive**

**Month 2 - from 30th November 2021 to 29th December 2021 inclusive**

**Month 3 - from 30th December 2021 to 28th January 2022 inclusive**

**24.** The class credits will be available before the start of the Sprint Promotion 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 Sprint Promotion 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 Sprint Promotion reaches its conclusion on **28th January 2022** for the Participant, regardless of start date. This date is considered the last day of the challenge.

**26.** The Participant agrees that the Sprint Promotion will roll into a paid subscription at the end of the Sprint Promotion, whose payment will be charged on **29th January 2022 (CET)**, unless cancelled before the end of the Sprint Promotion.

## **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. The contract conclusion date is the day of signing up for Sprint promotion. 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.

## PAYMENTS

**28.** On the dates described in Section 22, during the 3 months of the Sprint Promotion, the Participant will be charged the following fixed amount:

Month 1, Month 2 and Month 3:

Super Sprint (English, French and Spanish) - **330 EUR, 399 USD**

Super Sprint (Business English and German) - **390 EUR, 469 USD**

Sprint (English, French and Spanish) - **199 EUR, 239 USD**

Sprint (Business English and German) - **229 EUR, 279 USD**

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

**29.** All payments will be in the same currency in which the Participant paid the first month payment.

**30.** The Sprint Promotion 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 Sprint Promotion 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 Sprint Promotion Refund.

**33.** Once the Participant completes the Sprint Promotion, 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, at the 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 Super Sprint and half refund for the Sprint.

## **SUBSCRIPTION AFTER SPRINT PROMOTION**

**35.** The Participant agrees that the promotion will roll into a paid monthly subscription at the end of the Sprint Promotion. The first payment will be charged on **29th January 2022**.

**36.** 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 Sprint Promotion, through the Participant's Lingoda profile. It is not possible to cancel the subscription before the last month of the Sprint Promotion.

**37.** The Sprint will roll into a monthly subscription with 10 group classes/month and the Super Sprint 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.

**"Keep Running"** pack after the Super Sprint - 20 classes per month monthly cost is:

English, French and Spanish - **170 EUR, 205 USD**

German - **200 EUR, 241 USD**

Business English – **230 EUR, 277 USD**

**"Keep Running"** pack after the Sprint - 10 classes per month monthly cost is:

English, French & Spanish - **100 EUR, 120 USD**

German - **115 EUR, 138 USD**

Business English – **130 EUR, 156 USD**

The rolling subscription for the indicated price above is only applicable to Sprint Promotion 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.

## SPRINT PROMOTION

**38.** There are two options for the Sprint Promotion:

Option 1: the Super Sprint (30 classes per month)

Option 2: the Sprint (15 classes per month)

**39.** The Participant agrees that only group classes contribute toward the Sprint Promotion.

**40.** The Participant has to participate in an agreed number of group classes during these specified dates each month in order to qualify for the refund:

**Month 1 - from 31st October 2021 to 29th November 2021 inclusive**

**Month 2 - from 30th November 2021 to 29th December 2021 inclusive**

**Month 3 - from 30th December 2021 to 28th January 2022 inclusive**

Any classes booked for dates before the first day of the Sprint Promotion, **31st October 2021**, for whatever reason, will result in disqualification for the refund.

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

**Month 1: Upon registration (CET)**

**Month 2: 22nd November 2021 (CET)**

**Month 3: 22nd December 2021 (CET)**

Each class the Participant books will use 1 credit.

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



## REFUND

### **42. a) Conditions for the refund in the Super Sprint:**

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).

On the dates specified above in section 40, the Participant has to attend the following number of classes:

30 classes in Month 1

30 classes in Month 2

30 classes in Month 3

### **b) Conditions for the refund in the Sprint:**

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 considered to start on Mondays and finish on Sundays.

On the dates specified above in section 40, the Participant has to attend the following number of classes:

15 classes in Month 1

15 classes in Month 2

15 classes in Month 3

### **43. The Participant agrees to use the original class credit set that they get with the Sprint Promotion payments.**

No other class credits will be considered in order to qualify for the Sprint Promotion refund or for the completion of the Sprint Promotion. It is not allowed to purchase additional

credits in the store or make use of these.

**44.** 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 Sprint Promotion 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 Sprint Promotion.

## CLASSES

**45.** 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.

**46.** 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.

**47.** The Participant has to attend classes fully (60 minutes) for them to count as completed for the Sprint Promotion (i.e. they cannot be late or leave the class earlier). The Participant must actively participate (talking and actively listening) in the class, with functioning microphone, speakers and display.

**48.** If the Participant leaves a class part way through, arrives late or leaves early, this class will not count to qualify for the Sprint Promotion refund and they will not be able to count these classes toward the Sprint Promotion. 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.

**49.** 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, 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.

**50.** 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.

**51.** 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.

**52.** 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 Sprint Promotion 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 Sprint Promotion. After the end of the Sprint Promotion the

participant needs to contact the Promoter in order to use the class credits refunded (regardless if the Participant continues with any subscription or not).

**53.** Even if the Participant doesn't comply with the rules of the challenge the Participant can keep taking classes until the end of the Sprint Promotion.

**54.** The Participant is allowed to change their learning level at any point, and as many times as desired, without any effect on their qualification for the refund.

## **AFTER THE SPRINT PROMOTION**

**55.** 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.

**56.** 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.