

# 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 these Sprint Terms and Conditions apply in addition to the general terms and conditions of Lingoda ([link](#)) (the “Lingoda Terms and Conditions”). In case of contradictions between these Sprint Terms and Conditions and the Lingoda Terms and Conditions these Sprint Terms and Conditions shall prevail
10. Whenever it is talked about ‘the Sprint Promotion’ hereafter, all Sprint Promotions

that the Promoter is promoting are meant, except explicitly mentioned differently.

## PARTICIPATION

11. 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.
12. 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

13. Upon registration to the Sprint Promotion, the Participant agrees to pay the **49 EUR, 59 USD** non-refundable deposit to secure their spot. On **3rd February 2022** (CET), the Participant will be automatically charged the remaining amount of the first month of the Sprint Promotion. The deposit is non-refundable in case of cancellation, in any circumstances except for a withdrawal pursuant to section 26 (Information about your right to withdraw). For Participants that successfully complete the Sprint and are eligible for the reward, the deposit will be refunded.
14. Only one entry will be accepted per entrant. Multiple entries from the same entrant will be disqualified.
15. No responsibility can be accepted for any unsuccessful entries not received for whatever reason.
16. Upon registration to the Sprint Promotion, the entrant agrees to all Terms and Conditions as outlined.
17. Upon registration to the Sprint Promotion, the Participant agrees to proceed to the Sprint Promotion payments for month 1, month and 2.
18. Upon registration to the Sprint Promotion, the Participant cannot change the language or option anymore.

## DATES

19. Participants can sign up to participate in the Sprint Promotion until **1st February 2022 (CET)** (inclusive).

20. The Sprint Promotion starts on the following date: **11th February 2022**.

21. The deposit is due upon registration. Following that, the 2 monthly payments will be processed on the following days:

**Month 1: remaining cost: 3rd February 2022 (CET)**

**Month 2: 5th March 2022 (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 classes from the following day onwards.

22. The definition of a month in the Sprint Promotion is as follows:

**Month 1 - from 11 February 2022 to 12th March 2022 inclusive**

**Month 2 - from 13th March 22 to 11th April 2022 inclusive**

23. 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.

24. The Sprint Promotion reaches its conclusion on **11th April 2022** for the Participant, regardless of start date. This date is considered the last day of the challenge.

25. 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 **12th April 2022 (CET)**, unless cancelled before the end of the Sprint Promotion.

## **INFORMATION ABOUT YOUR RIGHT TO WITHDRAW**

26. Information about your right to withdraw

### **Instructions on the right of withdrawal**

#### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days 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 us (Lingoda GmbH, Zimmerstraße 69, 10117 Berlin, +49 (0)30 91907195, e-mail: [contact@lingoda.com](mailto:contact@lingoda.com)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory.

You can also electronically fill in and submit the model withdrawal form or any other unequivocal statement on our [website](#). If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, 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 we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have

communicated to us your withdrawal from this contract, in comparison with the full coverage of the contract.

### Model withdrawal form

(If you like to withdraw from this contract, please fill out this form and send it back.)

- To: Lingoda GmbH, Zimmerstraße 69, 10117 Berlin  
E-Mail: [contact@lingoda.com](mailto:contact@lingoda.com)

- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods of sale (\*)/ for the provision of the following service (\*):

- Ordered on (\*)/received on (\*):
- Name of consumer(s):
- Address of consumer(s):
- Signature of consumer(s) (only if this form is notified on paper):
- Date:

(\*) Delete as appropriate.

### End of instructions on the right of withdrawal

## PAYMENTS

**27.** On the dates described in Section 22, during the 2 months of the Sprint Promotion, the Participant will be charged the following fixed amount:

Deposit: upon registration **49 EUR, 59 USD**

Remaining cost of month 1:

Super Sprint (English, French and Spanish) - **240 EUR, 275 USD**

Super Sprint (Business English and German) - **290 EUR, 335 USD**

Sprint (English, French and Spanish) - **120 EUR, 135 USD**

Sprint (Business English and German) - **140 EUR, 160 USD**

Month 2:

Super Sprint (English, French and Spanish) - **290 EUR, 335 USD**

Super Sprint (Business English and German) - **349 EUR, 395 USD**

Sprint (English, French and Spanish) - **170 EUR, 195 USD**

Sprint (Business English and German) - **190 EUR, 220 USD**

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

- 28.** All payments will be in the same currency in which the Participant paid the deposit.
- 29.** The Sprint Promotion payments are non-refundable except for a refund pursuant to section 26 (Information about your right of withdrawal) and a refund if the conditions for refund are satisfied. There is no 7-day refund applicable to this promotion.
- 30.** 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.
- 31.** 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.
- 32.** 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.
- 33.** 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

**34.** The Participant agrees that the promotion will roll into a paid monthly subscription at the end of the Sprint Promotion to which the [Lingoda General Terms and Conditions](#) will apply. The first payment will be charged on **12th April 2022 (CET)**.

**35.** 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 2) 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.

**36.** 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 Lingoda General Terms and Conditions 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



37. 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)
38. The Participant agrees that only group classes contribute toward the Sprint Promotion.
39. 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 11 February 2022 to 12th March 2022 inclusive**

**Month 2 - from 13th March 2022 to 11th April 2022 inclusive**

Any classes booked for dates before the first day of the Sprint Promotion, **11 February 2022**, for whatever reason, will result in disqualification for the refund.

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

**Month 1: 3rd February 2022 (CET)**

**Month 2: 5th March 2022 (CET)**

Each class the Participant books will use 1 credit.

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

## REFUND

41. 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.

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

**42. 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.

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

**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 but not limited to 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.