

# Sprint Rules

## Sprint Rules

Welcome to the Language Sprint™ (the "**Sprint**") of Lingoda GmbH, Zimmerstrasse 67/69, 10117 Berlin, Germany ("**Lingoda**", "**we**", "**us**" "**our/s**").

The Sprint is a subscription which enables customers ("**Customer**", "**you**", "**your/s**") to use the information, tools, features and functions, including our language courses available on [www.lingoda.com](http://www.lingoda.com) (together the "**Service/s**") during the two months of the Sprint. After the Sprint you can receive a cashback of your subscription fees that you have paid, subject to the following conditions.

The Sprint is subject to these Sprint terms and conditions (the "**Sprint Rules**"). The Sprint Rules apply in addition to the general terms and conditions of the Service which are available here: [\[Link\]](#) (the "**General Lingoda Terms**"). In case of contradictions between these Sprint Rules and the General Lingoda Terms these Sprint Rules shall prevail.

**The Customer agrees to a monthly recurring subscription of the Service after the end of the Sprint to the conditions laid out in (i) the sign-up for the Sprint, (ii) Section 7 of the Sprint Rules and (iii) the General Lingoda Terms ("Rollover"). The Customer is entitled to cancel the Rollover subject to Section 7.**

The languages available for the conclusion of the contract are English, German and French. The Sprint Rules are also available in Spanish and Chinese.

After your purchase, we will provide you with copies of your contract with us in PDF format. You can ask for copies of the contract with us at any time.

### 1. General Sprint Rules

**1.1** Customers can sign up to participate in the Sprint until 25th August 2022, 23:59 (CET), ("**Entry Deadline**").

**1.2** The Sprint starts on 5th September 2022, 00:00 (the "**Start Date**").

**1.3** The Sprint ends on 3rd November 2022, 23:59, (the "**End Date**").

**1.4** The two Sprint months shall have the following terms:

**Month 1:** 5th September 2022 (00:00) to 4th October 2022, (23:59)

**Month 2:** 5th October 2022 (00:00) to 3rd November 2022, (23:59)

**1.5** The Customer is entitled to choose between two options:

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

## Sprint Rules

**Option 2:** Regular Sprint (15 classes per month)

**1.6** Lingoda shall provide the Customer with the electronic credits (“Credits”) required to book a lesson on the following dates whereas each Credit shall entitle the Customer to attend one class:

**Month 1:** 28th August 2022

**Month 2:** 27th September 2022

**1.7** Upon registration to the Sprint, the Customer shall not be entitled to change the language or option.

**1.8** By using the Site, the Customer agrees to be bound by the Terms and confirm that they are at least 18 years old and able to enter into legally binding contracts.

## 2. PAYMENTS

**2.1** The Customer shall pay a down payment of **49 EUR** or **59 USD** (the “**Down Payment**”) upon successful registration to the Sprint, in order to secure his/her participation in the Sprint.

**2.2** In addition to the Down Payment, Customer must pay the following fees (the “**Fees**”) to participate in the Sprint:

Month 1	Month 2
Super Sprint (English, French and Spanish) - <b>271 EUR</b> or <b>311 USD</b>	Super Sprint (English, French and Spanish) - <b>320 EUR</b> or <b>370 USD</b>
Super Sprint (Business English and German) - <b>331 EUR</b> or <b>371 USD</b>	Super Sprint (Business English and German) - <b>380 EUR</b> or <b>430 USD</b>
regular Sprint (English, French and Spanish) - <b>141 EUR</b> or <b>161 USD</b>	regular Sprint (English, French and Spanish) - <b>190 EUR</b> or <b>220 USD</b>
regular Sprint (Business English and German) - <b>161 EUR</b> or <b>181 USD</b>	regular Sprint (Business English and German) - <b>210 EUR</b> or <b>240 USD</b>

**2.3** The 2 monthly subscription Fees agreed to during the sign-up for the Sprint shall be due on the following dates:

**Month 1:** 28th August 2022

## Sprint Rules

**Month 2:** 27th September 2022

**2.4** All payments shall be in the same currency in which the Customer paid the Down Payment.

### 3. CASHBACK

**3.1** Customers who attend 100% of the required classes for the Super Sprint or the regular Sprint and who fulfil the conditions under the Sprint Rules are entitled to receive a cashback of paid subscription fees as set out in Section 3.4 of the Sprint Rules (the “**Cashback**”).

**3.2** To be eligible for the Cashback for the Super Sprint, the Customer has to attend the following number of classes in accordance with Section 5 of the Sprint Rules:

- 30 classes in Month 1
- 30 classes in Month 2

**3.3** To be eligible for the Cashback for the regular **Sprint**, the Customer has to attend the following number of classes in accordance with Section 5 of the Sprint Rules:

- 15 classes in Month 1
- 15 classes in Month 2

**3.4** The Cashback shall have the following amount:

- For the Super Sprint: 100% of the paid Fees.
- For the regular Sprint: 50% of the paid Fees.

### 4. DISQUALIFICATION FROM CASHBACK

The Customer shall be disqualified from the Cashback if the Customer

**4.1** uses a Credit for a class that takes place before the Start Date;

**4.2** unauthorizedly shares his/her user account with a third-party or if Lingoda determines that more than one person uses the same Lingoda account;

**4.3** registers for the Sprint multiple times (e.g. via multiple Lingoda accounts);

**4.4** fails to pay the Fees in due time, provided that Lingoda shall attempt to obtain payment one more time within 2 working days if the payment is refused on any of payment dates

## **Sprint** Rules

mentioned in the Payment Section, and notify the Customer of the unsuccessful payment;

- 4.5** fails to reverse a chargeback issued by the Customer's payment service provider or bank institute within 48 hours after the chargeback;
- 4.6** changes his/her time-zone settings in their Lingoda account during the Sprint since this could enable a Customer to attend more than one class per day (the time-zone at the start of the Sprint will be decisive for the duration of the Sprint; if the Customer needs to travel between time-zones it is the Customer's responsibility to book his/her classes accordingly); or
- 4.7** (i) requests payment to a bank account with a bank with its seat in Russia and/or (ii) has used a payment method that due to existing financial sanctions cannot be used for a refund.

## **5. CLASSES COUNTED**

Classes shall only count towards the Super Sprint or regular Sprint if each class visit of the Customer meets the requirements laid out in this Section:

- 5.1** The Customer has to attend classes fully for them to count as completed for the Sprint. Lingoda does not warrant that classes will be available at the Customer's desired times. For a class to be fully attended the following requirement must be met:
  - the Customer has fully attended the class from the beginning and has not left before the end of the class (60 minutes) whereas Lingoda will measure attendance based on the system information provided by the class log and the information provided by the teacher.
- 5.2** Customers may only attend one class per day. Attending more than one class per day disqualifies from the Cashback.
- 5.3** Customers of the regular Sprint may only attend up to 5 classes a week. Attending more than 5 classes a week disqualifies from the Cashback for the regular Sprint. For this promotion, a week is considered to start on Mondays and to finish on Sundays.
- 5.4** Participation in private classes (one teacher, one student) shall not contribute towards the Cashback; only group classes shall count.
- 5.5** The Customer's absence to a class does not count for the Cashback, regardless of the reason for the absence (e.g. health, job, technical [e.g. bad internet connection, microphone, speaker or webcam issues], personal, weather-related issues, or any other), unless Lingoda is responsible for the absence.
- 5.6** Any inappropriate behaviour from the Customer during classes may result in the Customer being disqualified for the Cashback, including but not limited to abusive, rude, sexual or



## Sprint Rules

Business English	<b>230 EUR</b>
------------------	----------------

**“Keep Running”** pack after the regular Sprint – 10 classes per month with the following monthly costs:

English, French & Spanish	<b>100 EUR</b>
---------------------------	----------------

German	<b>115 EUR</b>
--------	----------------

Business English	<b>130 EUR</b>
------------------	----------------

**7.3** The 7-day-money-back guarantee under the General Lingoda Terms shall not apply to the Rollover.

**7.4** The Customer is entitled to cancel the Rollover up to the End Date. The Customer can send the termination notice through the Customer’s Lingoda profile, per post or per e-mail to: [\[Link\]](#).

## 8. FINAL PROVISIONS

**8.1** The Sprint Rules shall be governed by German law. However, as a consumer habitually residing in an EU Member State, any Customer will benefit from mandatory provisions of the law of the country in which the Customer is resident. Nothing in these Sprint Rules affects the Customer’s rights as a consumer to rely on such mandatory provisions of local law.

**8.2** Lingoda will process any personal data relating to the Customer in accordance with its privacy notice as available here: [\[Link\]](#).