

lingoda

# Lingoda Team Challenge Rules Terms and Conditions



### 1. GENERAL TERMS

**1.1.** The **Promoter** is: "Lingoda GmbH" whose registered office is at Zimmerstrasse 67/69, 10117 Berlin, Germany.

**1.2.** By entering this promotion, 'the **Participant**' is indicating their agreement to be bound by these Terms and Conditions. A Participant could be also referred to as

- "a **Team Captain**", i.e. a Participant who registers a team name in the Team Registration Form and receives a team code; a Team Captain is responsible for submitting his correct and valid email address without mistakes
- "a **Team Member**", i.e. any Participant of the Lingoda Team Challenge who belongs to a Team
- "an **Individual Participant**", i.e. a Participant who participates in the Lingoda Team Challenge on his own, without any team.

**1.3.** Sections 10, 11, 12 and 13 of this Document, apply to Team Members only and should be ignored by Individual Participants.

**1.4.** Subject to the following Section 1.5 and 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.

**1.5.** 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.

**1.6.** 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.

**1.7.** 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.

**1.8.** The Promoter is not responsible for inaccurate price and prize details supplied to any of the Participants by any third party connected with this promotion.

**1.9.** The Promoter is not responsible for inaccurate information about the Lingoda Team Challenge shared by any third party by other means different from these Terms and Conditions, like websites or social networks.

**1.10.** Only the Terms and Conditions mentioned in this document e.g. the general Lingoda Terms Conditions (as available here: <https://www.lingoda.com/en/terms/>) and/or other terms and conditions and policies which the Participant accepts during the sign-up for the Lingoda Team Challenge are applicable to the Lingoda Team Challenge.

**1.11.** Whenever 'the Challenge' is talked about hereafter, the Lingoda Team Challenge is meant, except explicitly mentioned differently.

## **2. PARTICIPATION**

**2.1.** The promotion is only open to Students who have not had a subscription with Lingoda for at least 30 days before the sign-up to the Lingoda Team Challenge.

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

**2.3.** Active Lingoda Students can not participate in the Lingoda Team Challenge as Participants, but they can become Coaches and invite their friends to organize a Team. If a Team invited by a Coach wins, a Coach is also eligible for the same prize, if they still have an active Lingoda subscription on January 18th 2021 and if there were no pauses in their subscription from the moment of organizing a Team until January 18th 2021. It is a responsibility of a Team Captain to include the Coach correct email into the Team Registration Form.

**2.4.** Participants can join Lingoda Team Challenge as a part of a Team or alone. Only Teams can win Prizes.

## **3. SIGN UP FOR THE CHALLENGE**

**3.1.** Upon sign-up to the Lingoda Team Challenge, the Participant agrees to pay the full price of the selected Challenge course upfront. The Participant will receive the credits up to 2 hours after the payment has been successfully received. All credits are available for booking from the following day onwards.

**3.2.** Only one entry will be accepted per entrant. Multiple entries from the same entrant will be disqualified.

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**3.3.** No responsibility can be accepted for any unsuccessful entries not received for whatever reason.

**3.4.** Upon registration to the Lingoda Team Challenge, the entrant agrees to all Terms and Conditions as outlined “Lingoda Team Challenge Rules and T&C”

**3.5.** Upon registration to the Lingoda Team Challenge, the Participant cannot change the language or the Challenge type.

**3.6.** By signing up and buying a Challenge pack, all Participants agree to receive Lingoda emails with reminders and essential information concerning the Lingoda Team Challenge.

## 4. DATES

**4.1.** Participants can sign up to participate in the Lingoda Team Challenge until **1st November 2020** (CET) (inclusive).

**4.2.** Team Captains can register teams via Team Registration Form until **1st November 2020** (CET) (inclusive).

**4.3.** Participants can start their selected Challenge by starting to take classes anytime between **23rd September 2020** and **4th November 2020**. Participants should start taking classes within 21 days of the date of the sign-up (purchase) the latest. The Challenge credits are valid for 63 days from the date of purchase.

**4.4.** To complete the Challenge, Participants must finish 100% of their classes within **49 days** after they start taking classes, including the first and last day they take classes (also referred as **Challenge Period**), and until **20th December 2020** (CET) (inclusive). There are no pauses allowed. Lingoda recommends taking 3 classes a week for Challenge and 5 classes a week for Super Challenge, no more than 1 class a day, to be eligible for winning team Prizes.

**4.5.** Team Members of the same Team can start and finish in different weeks.

**4.6.** It is recommended to book classes 7 days in advance to ensure 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 between the corresponding Lingoda Team Challenge dates (23.09.2020 - 20.12.200) and not after. Lingoda will not be responsible and will not refund any class credits for classes booked on wrong dates or times. Lingoda recommends avoiding class cancellation or rescheduling to be eligible for winning team Prizes.



**4.7.** The Lingoda Team Challenge reaches its conclusion on **20th December 2020** for the Participant, regardless of the start date. **20th December 2020** is considered the last day of the challenge.

**4.8.** Announcements of results, winners, donated classes & number of scholarships will be released on the [www.lingoda.com](http://www.lingoda.com) website by **January 31st 2021**.

## **5. PARTICIPANT'S RIGHT OF WITHDRAWAL**

**5.1.** The Participant has the right to withdraw from the LTC within 14 days running from the signing up (purchase) date without giving any reason. The withdrawal period will expire after 14 days from the day the Participant received the purchase goods, i.e. credits and the class course services. To exercise the right of withdrawal, you must inform Lingoda through the contact form <https://lingoda.zendesk.com/hc/en-us/requests/new>, a letter sent by post to Lingoda GmbH, Zimmerstrasse 67/69, 10117 Berlin or by e-mail [service@lingoda.com](mailto:service@lingoda.com). To meet the withdrawal deadline, it is sufficient for the Participant to send the communication concerning the exercise of the right of withdrawal before the withdrawal period has expired.

**5.2.** If the Participant withdraws from the contract, the Promoter shall reimburse to the Participant all payments received, 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. The Participant may use the attached withdrawal form, but it is not obligatory. 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.

**Model Withdrawal Form**

To: Lingoda GmbH, Zimmerstrasse 67/69, 10117 Berlin

E-mail address: [service@lingoda.com](mailto:service@lingoda.com)

I/We(\*) hereby give notice that I/We(\*) cancel my/our(\*) contract for the provision of the following products:

Ordered on(\*) / received on(\*)

Name of consumer(s),

Address of consumer(s),

Signature of consumer (only if this form is notified on paper)

Date

(\*) Please delete if not applicable

The Promoter will send the Participant acknowledgement of receipt by email.

The Promoter will reimburse the Participant all payments received from the Participant for the purchased class credits and services. The Promoter will make this reimbursement no later than 14 days after the day on which the Promoter is informed about the Participant's decision to withdraw from the contract. The Promoter will make the reimbursement using the same means of payment the Participant used to pay for the purchased goods and, unless the Participant expressly agrees otherwise.

In case the Participant purchases digital content from the Promoter (such as the class credits), the following shall apply:

- i. prior to entering into a contract with the Promoter for the provision by us of such digital content, the Promoter will ask the Participant to confirm that: (A) the Participant wishes to be provided with such digital content immediately on purchase; and (B) by providing such confirmation the Participant waives its right to withdraw under applicable law; and
- ii. accordingly, by providing such confirmation you will waive your right to withdraw your purchase of such Virtual Goods and/or Virtual Currency under applicable law.

## **6. PAYMENTS AND SUBSCRIPTION AFTER LINGODA TEAM CHALLENGE**

**6.1.** The Participant will be charged the full price of the selected Challenge upfront as a one-off payment:

- Challenge - 21 classes (English, French and Spanish) - 199 EUR, 231 USD, 15,960 RUB
- Challenge - 21 classes (German, Business English) - 252 EUR, 294 USD, 20,160 RUB
- Super Challenge - 35 classes (English, French and Spanish) - 297 EUR, 350 USD, 23,800 RUB
- Super Challenge - 35 classes (German, Business English) - 367 EUR, 455 USD, 29,400 RUB

**6.2.** 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 challenge.

**6.3.** The Participant agrees that the Lingoda Team Challenge will roll into a paid monthly subscription in the selected language at the end of the Lingoda Team Challenge, the payment for which will be charged in 9 weeks (63 days) as of the date of the purchase, on the 64th day as of the purchase date, unless canceled before this date (excluding).

**6.4.** 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 through the Participant's Lingoda profile.

**6.5.** Both Challenge and Super Challenge as described in Section 7.1 will roll into a monthly subscription "Maintain" pack: 1 group class a week, paid every 4 weeks.

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For this subscription, the standard Lingoda terms will apply. However, the 7-day-money-back guarantee does not apply to this subscription.

- English, French and Spanish - 48 EUR, 56 USD, 3,840 RUB
- German - 56 EUR, 68 USD, 4,480 RUB
- Business English – 64 EUR, 76 USD, 5,120 RUB

**6.6.** All payments for the recurring monthly subscription will be in the same currency in which the Participant paid for the Challenge pack.

**6.7.** After rolling over, the subscription can be changed or canceled anytime before the end of the current subscription period (4 weeks as of the payment) for the next subscription period.

## 7. LINGODA TEAM CHALLENGE LEARNING PLANS

**7.1.** There are two options of learning plans for the Lingoda Team Challenge:

Option 1: the Challenge (21 group classes in 49 days)

Option 2: the Super Challenge (35 classes group classes in 49 days)

**Available Languages: EN, BE, DE, FR, ES**

**7.2.** The Participant agrees that only group classes contribute toward the Lingoda Team Challenge.

**7.3.** The Participant has to participate in an agreed number of group classes within **49 days** after they start taking classes, including the first and last day they take classes, within **63 days** as of the date of the purchase, within a period between **23rd September 2020 and 20th December 2020** (CET) (inclusive).

**7.4.** The Participant will receive the amount of credits they signed up for within 2 hours after their successful payment. Each class that the Participant attends will use 1 credit.

## 8. DONATIONS TO LINGODA LANGUAGE SCHOLARSHIP PROGRAMS

**8.1.** If a Participant attends 100% of their Challenge classes, Lingoda will donate to the Lingoda Language Scholarship Programme, 20% of the classes attended, i.e. 4 classes for Challenge and 7 classes for Super Challenge.



**8.2.** This rule and condition is valid for all Participants, including Individual Participants and Team Members.

**8.3.** Lingoda covers all the costs associated with donated classes, the Participants only define the number of donated classes according to their attendance during the Challenge, according to Section 9.

### **9. CLASSES AND CONDITIONS FOR BEING ELIGIBLE FOR 100% ATTENDANCE**

**9.1.** The Participant agrees that they should 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.

**9.2.** The Participant can only cancel classes at least 7 days in advance. 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.

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

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

**9.5.** 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.

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**9.6.** 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 on [www.lingoda.com](http://www.lingoda.com). 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.

**9.7.** Any inappropriate behaviour from the Participant during classes may result in the Participant being disqualified from the Lingoda Team Challenge, 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.

**9.8.** 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 Lingoda Team Challenge 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 Lingoda Team Challenge. After the end of the Lingoda Team Challenge 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).

**9.9.** Even if the Participant doesn't comply with the rules of the challenge the Participant can keep taking classes until the end of the Lingoda Team Challenge. After the end of the Lingoda Team Challenge the participant needs to contact the Promoter in order to use the class credits refunded (regardless of whether the Participant continues with any subscription or not).

**9.10.** The Participant agrees to use the original class credit set that they get with the Lingoda Team Challenge payments. No other class credits will be considered in order to qualify for the Lingoda Team Challenge attendance. Participants should not purchase additional credits in the store or make use of these otherwise they will be disqualified.

**9.11.** 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 Lingoda Team Challenge 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 timezone before the start date of the Lingoda Team Challenge.

The following sections 10, 11, 12, and 13 are applicable only for Teams and Team Members.

### **10. ORGANIZING TEAMS**

**10.1.** A Team can be from 2 to 12 Team Members.

**10.2.** Team Members from one Team can learn different languages & different levels.

**10.3.** Team Members from one Team can live in different cities, countries and time zones.

**10.4.** All Team Members from one Team must have the same single type of the Challenge (Challenge or Super Challenge). No change is possible after purchase.

**10.5.** The Team Captain is responsible for sharing the correct code with all Team Members on time, i.e. until 1st November 2020 (CET) and allowing Team Members enough time to sign up for the Lingoda Team Challenge.

**10.6.** Team Members are responsible for using the correct team code without mistakes to be added to their Captain's Team.

### **11. PARTICIPATING IN THE CHALLENGE AS A TEAM**

**11.1.** Team members can take classes at their individually preferred time, they don't have to take classes at the same time or on the same day as other Team Members.

**11.2.** Team members can start & finish learning in different weeks, though starting and finishing in the same calendar week (from Monday to Sunday) is recommended to increase the chances of winning Team Prizes.

**11.3.** 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.

**11.4.** Team Members should organize communication between all Members offline/ online outside the Lingoda platform and support each other during the participation in the Lingoda Team Challenge.

**11.5.** A weekly update on the teams' results will be published in Lingoda website by every Wednesday, from November 11th to December 15th 2020. Final results will be published by January 31st, even if a Team finishes the Challenge earlier.

## **12. LINGODA TEAM CHALLENGE PRIZES WINNING CONDITIONS**

**12.1.** Only Teams are eligible to win Prizes. Individual Participants are not eligible to win Prizes. A Team qualifies for each winning condition described in p. 12.2 and 12.3, only if every Team Member fulfils each condition individually.

**12.2.** Only Teams who meet the following conditions are eligible to win prizes:

- i. **100% Attendance**, i.e. every Team Member attends 100% of their classes within 49 days of their personal Challenge start date and until December 20th 2020 ( 21 classes for Challenge and 35 classes for Super Challenge)
- ii. **Regularity:** No Team Members have attended more than 1 class per day, as advised in the Rules
- iii. **Discipline:** Every Team Member was constantly attending the same number of classes per week (3 for Challenge or 5 for Super Challenge) during 7 weeks of the Challenge, as advised in the Rules. The week starts on Monday. First and last uncomplete weeks of taking classes can start from any week day and will be considered as one complete week for the purpose of this condition.

If no Team meets all 3 conditions, a Winner will be selected among Teams who meet more conditions in order they are listed and ranked (1>2, 2>3).

**12.3.** All Teams meeting conditions of p.12.2 will participate in a prize draw that will select 10 winners and rank them from the 1st to the 10th place.

**12.4.** Once the Lingoda Team Challenge ends, the Promoter will inform the Participant whether they are eligible for a prize, on January 31st 2021 (CET) or before. The prizes will be delivered to the Winners at the latest 3 months after completion of the promotion (there could be an extended delivery time for Prize 1).

### 13. LINGODA TEAM CHALLENGE PRIZES

**13.1.** In total, 10 teams become Winners, based on their performance and conditions described in section “LINGODA TEAM CHALLENGE PRIZES WINNING CONDITIONS”. If a Team wins, all Team Members win the same prize. If a Team organized by a Coach wins, the Coach wins the same prize.

#### 13.2. Winners are eligible for the following Prizes:

Prize type	Team ranking according to Section 12	Prize description for winning a Challenge (21 classes)	Additional reward for winning a Super Challenge (35 classes)
Prize 1	#1	A trip to one of European capitals (London, Vienna, Madrid, Paris) to practice the selected language	Additional 200 EUR in cash
Prize 2	#2, #3, #4	12-month Lingoda Language Marathon (200 group classes), costing up to 1900 EUR.	A voucher for 20 private classes, costing up to 640 EUR.
Prize 3	#5, #6, #7	6-month Lingoda Language Marathon (100 group classes), costing up to 1100 EUR.	A voucher for 10 private classes, costing up to 320 EUR.
Prize 4	#8, #9, #10	3-month Lingoda Language Marathon (50 group classes), costing up to 600 EUR.	A voucher for 5 private classes, costing up to 160 EUR.

**13.3.** Winners of Prize 1 (a Trip) agree to all the following conditions:

**13.3.1.** If winners of Prize 1 prefer not to travel or there is no possibility to travel, they can get the prize value equivalent in Lingoda free classes, group or private.

**13.3.2.** In case winners of Prize 1 agree that Promoter organizes a trip for him, they agree to provide all necessary information, such as full name, passport data and passport copy, visa information, etc.

**13.3.3.** Prize 1 includes

- Tickets to the selected destination (London, Vienna, Paris or Madrid) from the capital or another big transport hub of Winner's Country of Residence, that could be different for each winning participant, costing up to 1,000 EUR per person;
- 2 nights in a 3 or 4 star hotel with breakfast in a central location costing up to 400 EUR per person;
- a surprise team event to practice the language costing up to 200 EUR per person,
- 500 EUR in cash for personal expenses incl. transports on the site and meals.

**13.3.4.** Winners take care of all necessary documentation, paperwork, obtaining a visa, travel insurance, any other insurance, currency exchange, etc and cover all related costs themselves.

**13.3.5.** Winners cover any other travelling-related costs that are not included in section 13.3.3 on their own.

**13.3.6.** Winners are responsible for arriving at the airport at least 5 hours before the flight according to their tickets. Promoter is not responsible for any issues caused by missing a flight regardless of the reason.

**13.3.7.** If team members learn different languages, they need to choose one travel destination.

**13.3.8.** The Prize 1 is valid till the end of 2021 and needs to be booked with Lingoda at least 3 months before.

**13.3.9.** The maximum value of the Team Prize depends on the team size but can not exceed 15,000 EUR.



**13.4.** Winners of Prizes 2-10 agree to all the following conditions:

**13.4.1.** All Marathon prices and course composition (number of classes) described in section 13.2 represent actual selling prices and course length of the Language Marathon courses (can be checked here <https://www.lingoda.com/en/language-marathon/>) and Private classes (can be checked here <https://www.lingoda.com/en/pricing/>) and are subject to change with any changes in the actual course offerings.

**13.4.2.** Marathons (Prizes 2-4) need to be started within 12 months of the announcement of the results, otherwise the credits will expire.

**13.4.3.** The maximum value of the Team Prize depends on the team size but can not exceed 15,000 EUR.

**13.5.** Prizes can not be substituted by the cash equivalent.

## 14. LIABILITY

**14.1.** As far as permissible by law the Promoter's liability for damages is limited to gross negligence and intent.

**14.2.** Notwithstanding the foregoing, the Promoter shall be liable for any negligent breach of essential obligations, the violation of which endangers attainment of the contractual purpose, or for the violation of obligations, the fulfilment of which is crucial for the proper execution of the contest or upon the compliance with which the contractual partners regularly trust. In this case, the Promoter shall only be liable for the foreseeable damage typical for the contract.

**14.3.** The aforementioned limitations of liability shall not apply in the event of injury to life, body and health.

**14.4.** Insofar as the liability of the Promoter is excluded or limited, this shall also apply to the personal liability of employees, representatives and vicarious agents of the Promoter.

## 15. PRIVACY

The Promoter will process any personal data relating of the Participant (such as name, address, e-mail, telephone number, date of birth or age and contributions made available under the Lingoda Team Challenge (including personal data that the Prize 1 Team Members provide during their trip) solely for the purpose of

conducting the Lingoda Team Challenge (including utilizing the personal data of the winning Team Members for Lingoda's public relation activities), in accordance with the requirements of the GDPR (Art. 6 para. 1 b)). The Promoter warrants the Participants data subjects rights (access, rectification, objection, erasure, portability) in accordance with the provisions of the Promoter's general privacy policy. Where the Promoter processes personal data of the Participant based on consent, the Participant concerned may revoke the same at any time by contacting the Promoter in accordance with the contact information given in the Privacy Policy. The same applies where a Participant would like to file a complaint with the competent data protection authority.

### **16. EU ONLINE DISPUTE RESOLUTION**

If you wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are neither willing nor obliged to participate in online dispute resolution.