



## LINGODA SPRINTER RULES

The Promoter of the Lingoda Sprinter Competition (“**Competition**”) is Lingoda GmbH, registered offices at Zimmerstrasse 69, 10117 Berlin, Germany (“**Promoter**”). The following terms and conditions (“**T&C**”) set out the conditions of participating in the Competition.

### 1. Permitted Participants

- a. Employees of Lingoda GmbH or their family members or anyone else connected in any way with the Competition or helping to set up the Competition shall not be permitted to enter the Competition. The Competition is open to participants (“**Participants**”) who are at least 18 years old at the time of the prize award and who are not native English speakers (i.e. persons who were either born in, or where at least one of the parents is from a country where English is the official language). The Promoter reserves the right to reject Participants, including the winner of the Competition (“**Winner**”), in case he/she does not fulfil those criteria.
- b. The Promoter neither charges an entry or other kind of fee, nor is the Participant required or expected to make any kind of purchase in order to enter this Competition.

### 2. Lingoda Sprinter Prize

- a. The Promoter will award the Lingoda Sprinter Prize (“Prize”) as one single prize to the Winner selected in accordance with Section 4 below. The approximate Prize value is € 8,000. This will include return economy flights from the Winner’s home to Dublin, 3 months pre-booked accommodation in a single-person flat in central Dublin, 3 months language learning with Lingoda, and a monthly living budget (for 3 months).
- b. The Winner will be expected to move to Dublin during the first two weeks of May 2020.
- c. The Promoter does not offer to redeem the Prize in cash. The Prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any Prize with another of equivalent value without giving notice.
- d. The Winner is exclusively responsible for the payment of personal income tax and other personal taxes relating to the Prize, as may applicable under local taxation rules.
- e. The Winner must ensure that he/she has a viable visa/permission to travel and for during the period of stay in Dublin/Ireland. The Winner takes full responsibility for him-/herself during the period in Ireland, including in particular maintaining a suitable health, accident, medical care,



liability insurances, as suited to his/her needs and/or required under applicable law, covering the entire period required to travel to and from the airport of departure and destination at the Winner's regular residence, as well as during his/her time in Dublin/Ireland.

### 3. Participation Period, Cancellation and Changes to the T&C

- a. The Competition begins on 13/01/2020 and closes on 17/03/2020 ("**Participation Period**"). After this date, the Promoter will not permit any further entries to the Competition. The Promoter reserves the right to change the beginning or end date of the Participation Period. The Promoter is not responsible for any and will reject any entries by Participants received for whatever reason outside the Participation Period.
- b. The Promoter reserves the right to cancel the Competition without notice in the event of a catastrophe, war, civil or military disturbance, act of God or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Promoter's control. Further, the Promoter reserves the right to notify Participants of any changes to the T&C with reasonable notice; the Participants will have a period of seven (7) days from that notification to object to those changes, in lack of which the adjusted T&C shall be deemed accepted. The Promoter reserves the right to only consider entrants as Participants for the prize who have accepted the most recent terms and conditions.
- c. After completing the first round application form, selected Participants will be chosen to complete a second round video application. The Promoter will contact such Participants by email, to submit their second round video application. The Participant is only permitted to make one (1) video application and must ensure that it is compliant with the Guidelines set out in Section 4 below.
- d. The Promoter may invite a Participant of the second round video application for a final video interview (e.g. via Skype) to confirm the Prize and to ensure that the Promoter's corporate identity and the Participant fit together.
- e. The Winner of the video second round will then be notified by email before 31/03/2020 with instructions on how to claim the Prize.
- f. If the Winner cannot be contacted or does not claim the Prize within 14 days of notification, or in case the Winner fails to present within due course the required visa to move to Dublin the Promoter reserves the right to withdraw the Prize from the Winner and pick a replacement winner or cancel the Prize.



- g. If a Participant is not successful in this Competition, he/she is allowed to participate in future Sprinter related Competitions. Subject to his/her explicit consent, the Promoter reserves the right to keep such Participant's application on file and invite him/her to participate in future competitions.
- h. Cheating for entries in any way (referring yourself using different emails or similar tactics) will disqualify any Participant from winning the Competition. The Promoter reserves the right to withdraw and reclaim the monetary value of an awarded Prize at any time, in case it reveals such circumstances.
- i. The Promoter's decision in respect of all matters to do with the Competition will be final and unappealable. The Promoter will not enter into correspondence justifying its decisions.

#### **4. Guidelines for video applications [and usage rights]**

Each Participant bindingly commits that his/her video application (“**Entry**”) fully complies with the following Guidelines. The Promoter reserves the right to immediately disqualify and exclude a Participant in case an entry is in breach of the following:

- a. An Entry may not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright or trademark infringement. Any content that appears in the Entry must be entirely original, created and performed solely by the Participant, or be in the public domain. Use of any content that is not original or in the public domain may result in disqualification of the entry, in the Promoter's sole discretion;
- b. An Entry may not in any way disparage the Promoter, any of its products or services, the contest, or any person or party affiliated with the contest, or alternatively appear to promote any direct competitor of the Promoter;
- c. An Entry may not contain text or imagery that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libellous (as determined by the Promoter in its sole discretion);
- d. An Entry may not include threats (expressed or implied) to any person, place, business, or group;



- e. An Entry may not invade privacy rights or any other rights of any person, business, or group, and an entry may not name or depict any third party without his/her permission;
- f. An Entry may not contain text or imagery that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- g. An Entry may not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Entry is created.

The Guidelines apply to the content of the video application as well as to its title or its description. The Promoter reserves the right not to allow videos access to the Competition, without offering any indication of reasons, and to remove video applications already approved. The Promoter takes no responsibility for the contents of the Entries.

The Participant agrees to release and hold harmless the Promoter from any third-party-claim arising out of any breach of the Guidelines by Participant.

## **5. Branding support by the Winner**

- a. The Winner agrees to the use of his/her name and image in any publicity material that the Promoter produces.
- b. The Participant agrees to provide content to the Lingoda marketing team on a weekly basis. This will be in the form of video commentaries, photographs or blog posts.
- c. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter or any other social network. You are providing your information to Lingoda GmbH and not to any other party.

## **6. 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, as well as the video applications, and contributions made under Section 5) solely for the purpose of conducting the Competition, 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.

## **7. Liability**

- a. As far as permissible by law the Promoter's liability for damages is limited to gross negligence and intent.
- b. 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.
- c. The beforementioned limitations of liability shall not apply in the event of injury to life, body and health.
- d. 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.

## **8. General provisions**

The Competition and these T&C are governed by German law and any disputes will be subject to the jurisdiction of the courts of Berlin.

