

## **“Babbel in collaboration with The Student Room search for the UK’s Most Multilingual Student” Competition Terms & Conditions**

### **1. Background**

- 1.1. This “Babbel in collaboration with The Student Room search for the UK’s Most Multilingual Student” competition (“Competition”) is conducted by Lesson Nine GmbH, doing business as Babbel (“Promoter”) VAT ID: DE257994711 whose registered office is at Max-Beer-Str. 2, 10119 Berlin, Germany, and is governed by these Terms and Conditions (“T&Cs”).
- 1.2. By entering or otherwise participating in this Competition, all participants fully and unconditionally accept and agree to these T&Cs which shall control all aspects of the Competition.
- 1.3. To enter the Competition, all eligible participants must submit a video of a maximum duration of sixty (60) seconds via email where they use as many different languages as they can speak conversationally to introduce themselves.
- 1.4. The prize is a trip for one (1) person to Berlin for four (4) nights (hereinafter “Trip”) including travel and accommodation to meet with the Promoter (all together hereinafter “Main Prize” and more fully defined below).
- 1.5. The Main Prize is fulfilled by the Promoter. It is supplied in good faith and Promoter cannot be held responsible for any costs, expenses, fees or other losses in connection with the Competition, including the loss of the Main Prize itself, or for any changes or cancellation in times or dates.

### **2. Eligibility**

- 2.1. Only UK residents are eligible to participate in the Competition.
- 2.2. Participants must:
  - a) Be aged 18 or older;
  - b) Have valid travel documents entitling them to enter and leave Germany;
  - c) Have and submit to the Promoter a valid email address when submitting their entry for the Competition;
  - d) Provide proof of identity and age;
  - e) Submit a video as part of the entry, speaking in as many languages as possible, and be able to speak to at least a conversational level in each such language;
  - f) Be able and willing to participate in the Trip; and
  - g) Be willing to be photographed and filmed by the Promoter during the Trip and for these to be used by the Promoter for marketing purposes.
- 2.3. The Competition is open only to natural persons that correctly and accurately provide the required information set forth in these T&Cs.
- 2.4. Employees of the Promoter or any affiliate company 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 and are excluded from winning the Main Prize.

### 3. Competition and How to Enter

- 3.1. The Competition is open for entry beginning at 00.01 GMT on December 17, 2020. Closing date for entry is 23.59 GMT on March 31, 2021 ("Competition Period"). The Promoter reserves the right to alter the Competition Period without notice if impacted by unforeseen scheduling changes. Otherwise, no further entries to the Competition will be permitted or accepted outside of the Competition Period. No responsibility is accepted for entries not received within the Competition Period, for whatever reason.
- 3.2. The Competition must be entered by submitting an entry video of up to sixty (60) seconds using as many different languages as the entrant can speak conversationally to introduce themselves, submitted via email to [studentsearch@babel.com](mailto:studentsearch@babel.com) during the Competition Period.
- 3.3. Each person must include their name and an email address to allow the Promoter to contact them if the Promoter has additional questions about their eligibility for the Competition and if they are selected as the Winner (as defined below).
- 3.4. Each person can participate only once. There is no entry fee and no required purchase of goods either directly nor indirectly or contract services of any kind necessary to enter this competition. No bulk or third-party entries are allowed.
- 3.5. Each participant must ensure that the uploaded video does not breach any third-party rights and does not contain content that is racist, xenophobic, pornographic, erotic, discriminatory or is seen to be contrary to the spirit and intention of the Competition.
- 3.6. The Promoter will not accept responsibility for submissions that are sent to the wrong email address, are not fully completed or cannot be opened due to formatting errors. Such entries will not be entered into the Competition.
- 3.7. The Promoter will appoint an internal panel of judges, including at least one independent judge, to evaluate eligible entries. The names of all judges can be made available to participants upon request to the Promoter, up to a period of one month after the closing of the Competition. Chosen entrants with the greatest number of claimed conversationally spoken languages will be required to have informal conversations via video with the panel of judges, to prove their conversational skills in each of their claimed spoken languages. The Promoter's judges will validate the number of languages entrants can speak to a conversational level, and the winner will be deemed as the entrant with the most languages spoken conversationally, as determined by the judges (hereinafter "Winner"). All eligible entries will be judged individually on their merits and according to their language skills. The Promoter's decision is final and binding. For the avoidance of doubt, this is a game of skill. Chance plays no part in determining the Winner.
- 3.8. Judging of all eligible entries will be performed internally by the Promoter, with at least one independent judge. The Promoter's decision is final and no correspondence or discussion will be entered into regarding the decision.
- 3.9. The selection of the Winner will take place on or around April 15, 2021. The Winner will be entitled to the Main Prize according to the terms of these T&Cs.

- 3.10. During the Trip, videos and photos may be made of the Winner by the Promoter's team which will also attend the Trip.
- 3.11. By participating in the Competition and accepting the Main Prize, the Winner agrees to:
- 3.11.1. participate in the Trip, videos and photos during the Trip, and consents to the Promoter producing promotional materials, including photos and videos, and publishing such material in perpetuity without restriction, including, but not limited to, on the Promoter's websites, social media accounts and blogs, as well as on television, print or online advertising; and
- 3.11.2. allow the Promoter to share their surname and country or origin with any participant who, within a month of the closing of the Competition, requests information to the effect that a valid award took place.
- 3.12. The Winner agrees to
- 3.12.1. assign to the Promoter all of the Winner's intellectual property rights with full title guarantee; and
- 3.12.2. waive all moral rights,
- 3.13. in and to the Winner's competition entry and otherwise arising in connection with the Winner's entry to which the Winner may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.
- 3.14. The Promoter reserves the right to revoke, cancel or amend the Competition and these T&Cs without notice in the event of COVID-19 restrictions continuing to affect travel in Germany or the UK during the Competition Period or during the intended date of the Trip, COVID-19 restrictions affecting group meetings or working locations during the Competition Period or during the intended date of the Trip, a catastrophe, war, acts of god, disturbance, or any actual or anticipated breach of any applicable law or regulation or any other event outside of the Promoter's control or any circumstances not attributable to the Promoter. Participants will be notified of any changes to the Competition as soon as reasonably possible by the Promoter.
- 3.15. All participants will have a right to cancel their entry within 14 days of submission by emailing [studentsearch@babel.com](mailto:studentsearch@babel.com) expressing their wish to cancel their entry and stating the name and email address that they used to make the entry. The Winner will similarly have a right to withdraw from accepting the Main Prize within 14 days of being informed that they are the Winner; such withdrawal should also be made clear by emailing [studentsearch@babel.com](mailto:studentsearch@babel.com) stating the Winner's position as Winner and their desire to withdraw.
- 3.16. The Promoter reserves the right to disqualify any participant for any misuse or manipulation of the system or breach of these T&Cs, or any attempt to participate through any method, means or process other than the one outlined in these T&Cs. The Promoter reserves the right to withhold and dispose of the Main Prize at its sole discretion.
- 3.17. No person has a binding right to participate in the Competition. The participation of participants who have met the requirements set forth in these T&Cs is personal and not

transferable. Main Prize cannot be transferred or redeemed for cash. The Promoter's decision in respect of all matters related to the Competition will be final.

- 3.18. The Promoter will make available information that indicates that a valid award took place to anyone who emails [studentsearch@babel.com](mailto:studentsearch@babel.com) within one month after the closing of the Competition.

#### **4. Prize**

- 4.1. Each participant in the Competition will have an equal chance to win the Main Prize, provided, however, that they meet all the requirements of these T&Cs.
- 4.2. The Winner must participate in the Trip to comply with these T&Cs.
- 4.3. There will be one (1) Winner who will receive the Main Prize.
- 4.4. The Main Prize is valued at €500 EUR. However, the Main Prize is non-refundable and non-transferable. The Winner may not request the exchange or replacement of Main Prize, or its cash value.
- 4.5. The Main Prize is a four (4) consecutive night trip from the UK to Berlin and back for one (1) person at any time between May 2021 and December 2021, which includes the following costs of the Winner:
- a) Round trip airfare from the UK to Berlin (and back to the UK) for the Trip;
  - b) Accommodation for four nights during the Trip in Berlin; and
  - c) BVG travel card for public transportation in Berlin covering the duration of the Trip.
- 4.6. All aspects of the Main Prize and Trip will be determined and arranged by the Promoter, or its representative, at the Promoter's sole discretion
- 4.7. All costs incurred by the Winner beyond those contained in the Main Prize and defined in these T&Cs must be borne by the Winner. The Promoter will not be responsible for any costs incurred by the Winner beyond those defined as a part of the Main Prize. For example, the Winner may extend their stay in Berlin, but will be responsible to pay any and all costs incurred during the additional time.
- 4.8. The Winner will be responsible for ensuring that they are available to travel and hold a valid passport as well as any additional documentation required for travel.
- 4.9. The Winner will be notified by email after the ending of the Competition, at the latest by April 30, 2021. The Promoter will contact the Winner by email, using the email address entered by the Winner when entering the Competition. Entrants who have not won the Main Prize will not receive a notification.
- 4.10. By accepting these T&Cs the participants of the Competition agree that the Promoter is allowed to contact them via email to inform them about any additional details of the Competition (including any questions regarding their participation or ability to collect the Main Prize) and to

arrange all aspects of the Main Prize. The Promoter will use the email address the participant has used to enter the Competition.

4.11. If the Winner cannot be contacted or does not claim the prize within fourteen (14) days of notification, the Promoter reserves the right to withdraw the Main Prize from the chosen Winner and pick a replacement Winner.

4.12. The Promoter will contact the Winner via the email address provided in their submission within fourteen (14) days of announcement of the Winner to discuss the provision of the Main Prize, the timing of the Trip, and all details regarding the same, and the Winner agrees to the Promoter contacting them for this purpose.

4.13. Babbel shall not be responsible for any delays or failures to receive a notification for any reason, including inactive email accounts, technical difficulties, or the fact that a participant or Winner is not monitoring his/her account adequately.

## **5. Governing law and jurisdiction.**

5.1. The Competition and these T&Cs will be governed by the law of England and Wales.

5.2. Any dispute related to this regulation and the initiative will be referred exclusively to the Courts of England and Wales. In the event of disputes with a consumer, the mandatory rules on jurisdiction and applicable law will apply.

## **6. Liability**

6.1. The Promoter and its affiliates, officers, directors, employees and agents will not be liable to participants, the Winner or any third parties for any damages or losses resulting from or due to their participation in the Competition, nor will the Promoter be liable for any technical issue, human mistakes or deliberate actions by third parties that might interrupt or alter the due course of this Competition. The exclusion does not extend to damage claims asserted by the participants or the Winner arising from death or injury to body or health. The restrictions above shall also apply to the benefit of the Promoter's legal representatives and vicarious agents if claims are asserted against them directly.

## **7. Invalidity**

7.1. If any of these terms and conditions shall be determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms and conditions are intended to be effective, then to the extent and within the jurisdiction which that term or condition is illegal, invalid or unenforceable, it shall be severed and deleted from that term or condition and the remaining terms and conditions shall survive and remain in full force and effect and continue to be binding and enforceable.

## **8. Data Collection, Protection and Publicity**

8.1. All participants agree to the use of their name and image, ID documents, recorded voice and any other video material produced and submitted to the Promoter during the Competition, Main Prize

and Trip, in any publicity material, including but not limited to social media channels of the Promoter, including on the Promoter's online blog and magazine, and the Promoter's websites.

- 8.2. The Winner grants Babbel the right to publish his/her/their name and photo on Babbel's website home pages, in Babbel social media (such as Facebook page, Instagram page, etc.) and in Babbel Magazine.
- 8.3. The Winner agrees to grant the Promoter a non-exclusive, worldwide, irrevocable licence, for the full period of any intellectual property rights in the competition entry and any accompanying materials, to use, display, publish, transmit, copy, edit, alter, store, re-format and sub-licence the competition entry and any accompanying materials for such purposes.
- 8.4. Should any personal data be submitted to Babbel by the Winner or any participants, then each saved, used or otherwise edited personal data will only be processed for the purpose of carrying out the Competition. This purpose may include reviewing data submitted, sharing such data internally for the purpose of judging the Competition, reviewing personal data such as ID documents, photos, email address for the purpose of verifying participant identity. Babbel shall use personal data concerning the Winner or participant that is provided by them in the context of the Competition in accordance with following Privacy Policy found at <https://about.babbel.com/en/privacy>, applicable data protection laws including but not limited to the Data Protection Act 2018 and the General Data Protection Regulation 2016/679 (or any statutory instrument, order, rule or regulation made thereunder, as from time to time amended, extended, re-enacted or consolidated), and shall not disclose or sell it to third parties without the consent of the Winner or participant.
- 8.5. The participants and the Winner have the right to access, to rectify and erase their personal data as well as the right to restrict the processing of such data under the conditions provided for EU data protection regulations by sending an email to Babbel at [privacy@babbel.com](mailto:privacy@babbel.com).
- 8.6. For further information on the processing of personal data by Babbel, please find our privacy policy here: [https://about.babbel.com/en\\_GB/privacy/](https://about.babbel.com/en_GB/privacy/).

## 9. Miscellaneous

- 9.1. This Competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram, Twitter, Snapchat or any other social network. By entering this Competition, you release Facebook, Instagram, Twitter, or any other social network of any and all liability. You are providing your information and content to Babbel, and only Babbel should be contacted with questions. For uploading any content as videos and photos or comments on social media platforms those terms and conditions of usage of the respective platform will apply in addition to these T&Cs.
- 9.2. All competition entries and any accompanying material submitted to the Promoter will become the property of the Promoter on receipt and will not be returned.

Date: December 17<sup>th</sup>, 2020