

## **Terms and Conditions of the "Learn with a Friend" Special offer**

### **Clause 1**

#### **Organizer**

The Special offer is organized by the Foundation for Entrepreneurship Foundation "Twój StartUp" with the registered office in Warsaw, ul. Żurawia 6/12 lok. 766, 00-503 Warsaw, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for the capital city of Warsaw in Warsaw, 12<sup>th</sup> Commercial Division of the National Court Register under the National Court Register (KRS) number: 0000442857, with the following Tax Identification Number (NIP): 521-364-12-11, Business Registry Number (REGON): 146-433-467, and the BDO number: 000460502, email: szkola@twojstartup.pl.

### **Clause 2**

#### **Definitions**

The terms used in these Terms and Conditions shall be understood as follows:

- 1) Course - a language course run by the School;
- 2) Special offer period – the validity period of the Special offer from December 15, 2020 to December 31, 2021;
- 3) Referring Party – a participant of the Special offer, referring a Referred Party as part of the Special offer;
- 4) Referred Party – a participant of the Special offer, referred by the Referring Party as part of the Special offer;
- 5) Special offer - a Special offeral campaign called "Learn with a friend" conducted on the terms set out in the Terms and Conditions;
- 6) Terms and Conditions - this document;
- 7) School Terms and Conditions – the terms and conditions of the "Twoja Szkoła" language school run by the Organizer;
- 8) School - the "Twoja Szkoła" language school run by the Organizer;
- 9) Participant - a natural person with full legal capacity;
- 10) Agreement - an agreement of participation in a language course conducted by the School;

11) Payment - depending on the selected method of payment: total payment of tuition for the participation in a language course in advance, or payment of the first installment provided that the installment payment method has been selected.

### **Clause 3 Special offer rules**

1. The Special offer consists of granting the Participants who meets the conditions described below a discount on fees for participation in the Course.

2. The Referring Party shall receive the discount if during the Special offeral Period she or he:

1) concludes an Agreement with the Organizer and the agreement has not expired;

2) issues the Payment;

3) within 7 (in words: seven) days of the date of Payment by the Referred Party, (s)he sends information about the Referred Party including his name and surname to the following address: Szkola@twojstartup.pl

4) does not exercise the right to terminate the Agreement provided for in Clause 2 sections 4 of the School Terms and Conditions, or use the right to renounce the Agreement provided for in Clause 3 of the School Terms and Conditions.

3. The Referred Party shall receive the discount if during the Special offeral period she or he:

1) concludes an Agreement with the Organizer;

2) issues the Payment;

3) within 7 (in words: seven) days of the date of Payment (s)he sends information about the Referring Party including his name and surname to the following address: Szkola@twojstartup.pl;

4) does not exercise the right to terminate the Agreement provided for in Clause 2 sections 4 of the School Terms and Conditions, or use the right to renounce the Agreement provided for in Clause 3 of the School Terms and Conditions.

4. If the conditions stated in point 2 and 3 of this Clause are met, the Referring Party and the Referred Party shall receive:

1) discount in the gross amount of PLN 50.00 (in words: fifty zlotys 00/100) for the payment of the next installment of the tuition fee - if the installment payment method for the language course has been selected;

2) return of the gross amount of PLN 50.00 (in words: fifty zlotys 00/100) - if the total amount payment method has been selected.

4. The maximum total amount of the discount that may be obtained by the Participant in the Special offeral Period is PLN 150.00 gross (in words: one hundred and fifty zlotys 00/100).

5. In order to take advantage of the Special offer, it is not required that the Recommending Party and the Recommended Party conclude participation agreements for the same Course.

6. The Special offer shall not be valid with other Special offers in force provided by the Organizer.

#### **Clause 4**

##### **Complaints**

1. Any complaints regarding the Special offer shall be submitted in writing to the Organiser's address or to the following e-mail address: Szkola@twojstartup.pl.

2. The complaint shall be processed within 14 (in words: fourteen) days from the date of its submission, or from the date of its completion if it was necessary to fill-in the complaint.

3. If the Organizer fails to reply to the complaint within the time limit specified in point 2 of this clause, the complaint shall be deemed accepted.

4. The organizer shall inform about the result of the complaint handling process on paper or on a durable medium, in the same manner as the method used when submitting the complaint.

#### **Clause 5**

##### **Information clause**

1. The Organizer is the data controller of the personal data obtained for the purposes of the Special offer.

2. It is possible to exercise the rights resulting from the personal data protection regulations by contacting the Organizer by e-mail: rodo@twojstartup.pl or post by sending a letter to the Organiser's address with the "personal data protection" annotation.

3. Personal data shall be processed for the purpose of realisation of the Special offer and to proceed complaints, i.e. for pursuing or performance of the agreement (Article 6 (1) (b) of the GDPR).

4. Full information concerning processing of personal data is available at <https://szkola.twojstartup.pl/polityka-prywatnosci>.

## **Clause 6**

### **Final Provisions**

1. In matters not covered by the Terms and Conditions, the provisions of Polish law shall apply.

2. Any content in the advertising and Special offeral materials regarding the Special offer does not constitute an offer pursuant to Article 66 of the Act of April 23, 1964 Civil Code. This information shall be considered as an invitation to treat, pursuant to Article 71 of the Civil Code.

3. The Organizer is entitled to amend the Terms and Conditions. In the event of a change to the Terms and Conditions, the Organizer shall publish a consolidated text of the Terms and Conditions.

4. Unless the provisions of the applicable law state otherwise, disputes related to the agreements concluded under the Terms and Conditions shall be settled by the court having jurisdiction over the School.

5. The Terms and Conditions shall enter into force on December 15, 2020.