

REGULATIONS OF THE "BLACK WEEK 2022" PROMOTION

§ 1. GENERAL PROVISIONS

1. These regulations [hereinafter: Regulations] define the promotion rules under the name "Black Week 2022" and is available at www.sdacademy.ee in a format that allows its recreate in the normal course of activities [hereinafter: "Promotion"].
2. The Organizer of the Promotion is Akademia SDA OÜ a legal entity duly established and operating under the Estonia law, with its registered seat in Tallinn, address: Harju maakond, Nõmme linnaosa, Rännaku pst 12, 10917 Tallinn, entered in the commercial register maintained by Estonian registration department of the court with the number 14557858, VAT ID: EE102119271 [hereinafter: SDA or the Organizer].

§ 2. PARTICIPANTS OF THE PROMOTION

1. Promotion participants may only be natural persons with full legal capacity, including natural persons running a business, who will conclude an Agreement for the provision of training services with the Organizer in the period from November 10, 2022 to November 24, 2022 until 11:59 p.m. covering one of the following technologies: Java or Python in the "Career in IT" or "Career in IT PRO" package, or "Work Guarantee" [hereinafter: Participant or Customer].
2. The promotion does not include training other than those mentioned in sec. 1 above. The promotion also does not apply to agreements for the provision of ISA or contracts for the provision of training services "Start in Python".
3. By concluding an agreement specified in sec. 1 above under the terms of this Promotion, the Customer declares that:
 - a. is a natural person with full legal capacity;
 - b. has read the content of these Regulations, agrees and accepts its terms;
 - c. undertakes to comply with the provisions of the Regulations;
 - d. consented to the processing of personal data for purposes related to participation in the Promotion on the terms set out in the Regulations.

§ 3. RULES OF PROMOTION

1. The Promotion consists in granting Customers a discount on the training service in the amount of up to 40% of the regular price of the service (depending on the technology and package selected by the Customer) [hereinafter: Discount] and enabling the first 50 Participants of the Promotion to carry out a second, additional training in tester technology free of charge in the "Knowledge" package [hereinafter: Second training] on the date and on the terms set out in these Regulations.
2. The Organizer will give the first 50 Promotion Participants an opportunity to carry out the Second training on the terms set out in this paragraph at the price specified in the Agreement for the provision of training services concluded on the terms set out in § 2 section 1 of the Regulations. The order of applications counts. No later than at the time of concluding the agreement specified in § 2 sec. 1 of the Regulations [hereinafter: Agreement], the Organizer will inform the Participant whether the list of people who can have the right to conduct the Second training has been closed.
3. The collecting full group of people entitled to participate in the Second training does not end the Promotion in the scope of granting a Discount by the Participants.

4. The Second training will be realized only in the software tester technology. After the conclusion of the Agreement, the Participant cannot change the technology in which the Second training is to be conducted.
5. Subject to the provisions of sec. 8 below, the Second training may be carried out by the Participant after the training resulting from the concluded Agreement [hereinafter: First training] and after meeting the following conditions:
 - a. payment the full price for the First Training in the amount specified in the Agreement and
 - b. submitting by the Participant a statement that he would like to start the Second training within 90 days from the date of receiving the certificate for the First Training to the e-mail address: info@sdacademy.ee and
 - c. concluding an agreement between the Organizer and the Participant for the provision of the Second training within 7 days from the date of the Participant's notification of the will to participate in the Second training.
6. If the Participant fails to meet at least one of the conditions set out in sec. 5 above, the right to participate in the Second training shall expire.
7. After the Participant declares the will to have the Second training, the Participant will receive information from the Organizer about the commencing trainings in the technology selected by the Participant. The Participant is obliged to choose one of the dates indicated by the Organizer for the realization of the training. Changing the date of the Second training course or selecting a training group other than the one presented by the Organizer is impossible. If the Participant fails to select one of the dates indicated by the Organizer, or fails to conclude a contract between with the Organizer for the realization of this training, the Participant's right to participate in the Second training expires.
8. In the event of the Participant's unwillingness to implement the First training in its entirety or in the event of the Agreement, the Participant has the right to conduct the Second training, but:
 - a. if the participant expresses the will to undergo the Second training, he is not exempt from the obligation to pay for the First training in the full amount specified in the Agreement;
 - b. The Participant is obliged to declare the will to conduct the Second Training no later than upon informing the Organizer (submitting a declaration) about the Participant's unwillingness to implement the First Training or at the same time as submitting a declaration of termination of the Agreement;
 - c. the realization of the Second training will take place on the basis of the contract for the provision of the Second training service concluded between the Organizer and the Participant after he declares his will to participate in the Second training;
 - d. the conclusion between of the contract for the provision of the Second training service will take place within 7 days from the date of the Participant's notification of the will to participate in the Second training, provided that the Participant pays the full price for the First training.
9. The Second training may be carried out by the Organizer only for the Client. The right to carry out the Second training course to another person is hereby excluded.

§ 4. TERMINATION, WITHDRAWAL FROM THE CONTRACT

1. If the Participant withdraws from the Agreement for the provision of services including the implementation of the First training, the Agreement is deemed not to have been concluded, and the Participant is obliged to settle accounts for the part of the training provided for him on the terms specified in the Agreement, taking into account the regular price for the training - without taking into account the Discount granted to the Participant received on the basis of this Promotion.

2. In the event of termination by the Participant of the Agreement for the provision of services including the implementation of the First training, if the Participant expresses the will to start the Second training, the rules set out in § 3 sec. 8 of the Regulations above shall apply. But if the Participant does not wish to carry out the Second training for him, the Participant is obliged to settle accounts for the part of the training provided for him, on the terms specified in the Agreement, taking into account the regular price for the training – without the Discount granted to the Participant, i.e. if the Participant terminates the Agreement or in the event of termination of the Agreement by the Organizer for reasons attributable to the Participant before the Participant has conducted half of the First training, the Participant is obliged to pay half of the regular price for the First training (not reduced by the Discount granted to the Participant), and if the Participant terminates the Agreement or in the event of termination of the Agreement by the Organizer for reasons attributable to the Participant, and the Participant has conducted more than half of the First training, the Participant undertakes to pay the Organizer the full regular price for the First training (not reduced by the Discount granted to the Participant).

§ 5. DURATION OF THE PROMOTION

1. The promotion runs from November 10, 2022 to November 24, 2022 until 11:59 PM.
2. The order of applications and the date of application shall decide about the participation in the Promotion.

§ 6. COMPLAINT PROCEDURE

1. The Customer is entitled to submit a complaint to the Organizer, in particular if, despite the fulfillment of the conditions set out in the Regulations, the Customer does not receive from the Organizer the discount referred to in § 3 sec. 1 of the Regulations.
2. Complaints may be submitted within 14 days from the date of the notification by the Customer, as follows:
 - a. in writing to the address of the Organizer's seat; or
 - b. by e-mail to the following address: info@sdacademy.ee
3. Complaints will be considered within 30 days from the date of their receipt.

§ 7. PROCESSING OF PERSONAL DATA

1. Personal data of Promotion Participants will be processed by the Organizer solely for the purpose of performing the activities necessary for the proper implementation of the Promotion and for concluding contracts for the provision of training services with the Participant.
2. The administrator of the Participants' personal data is Akademia SDA OÜ a legal entity duly established and operating under the Estonia law, with its registered seat in Tallinn, address: Harju maakond, Nõmme linnaosa, Rännaku pst 12, 10917 Tallinn, entered in the commercial register maintained by Estonian registration department of the court with the number 14557858, VAT ID: EE102119271 .
3. The Participant's personal data in the form of: name, surname, telephone number and e-mail address are processed on the basis of his consent and in order to conclude a contract with the Participant for the provision of training services covered by the Promotion, on the terms set out in the Regulations.
4. Personal data referred to in point. 3 above, may be entrusted for processing to postal service providers or marketing agencies acting on behalf of the Organizer, in order to perform the activities necessary for the proper conduct of the Competition.
5. Providing personal data is voluntary, however, it is necessary to participate in the Competition.
6. The Competition Participant has the right to:

- a) access your data and correct it, rectify it, delete it, limit it, make it available, transfer it and object to its processing;
 - b) withdrawal of consent to the processing of personal data at any time, but the withdrawal of consent does not affect the lawfulness of the processing which was carried out on the basis of consent before its withdrawal;
 - c) requests from the Organizer to delete their personal data;
 - d) submit a complaint to the supervisory body dealing with the protection of personal data if it is found that the processing of personal data violates the provisions of the general regulation on the protection of personal data of 27 April 2016.
7. In order to ensure removal, modification or objection to the processing of your data, please send an e-mail to the following address: data@sdacademy.ee
 8. Personal data of Promotion Participants will be kept by the Organizer only for the period necessary to conclude a contract with the Participant for the provision of training services covered by the Promotion.
 9. The data is provided on a voluntary basis, and their provision is necessary to cover the Participant with the Promotion.
 10. Upon deletion of data, the User loses the possibility of being covered by the Promotion.
 11. The personal data provided by the Participants is not profiled.

§ 8. FINAL PROVISIONS

1. These Regulations will be available for inspection throughout the duration of the Promotion on the Organizer's website www.sdacademy.ee
2. The promotion cannot be combined with any other promotions offered by the Organizer.
3. The Regulations enter into force on November 10, 2022 and are valid until the end of the Promotion.
4. In matters not covered by these Regulations, the provisions of the civil law and other legal provisions shall apply.
5. Disputes related to and arising from the Competition will be resolved by the common court competent for the seat of the Organizer, unless generally applicable regulations provide otherwise.
6. The Organizer does not use alternative methods of resolving disputes with consumers, unless expressly required by applicable law. The organizer is not obliged to participate in proceedings regarding out-of-court settlement of disputes with consumers. The organizer also informs that the European Commission runs a platform intended for out-of-court filing of complaints and redress. The platform is available at the following link: <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home2.show&lng=ET>.
7. During the Promotion, the Organizer reserves the right to amend the Regulations covering the number of people for whom the Organizer will conduct the Second Training. The organizer also reserves the right to extend the duration of the Promotion. Information about the changes made will be immediately published on the website www.sdacademy.ee