

## **ANNEX III**

### **Terms and conditions**

#### **Santander Course | British Council English online 2026**

#### **First Call 2026**

The **British Council Foundation Delegation in Spain** (hereinafter British Council), with financial support from Santander, has developed the **Santander Course Programme | British Council English online 2026 – 1st Call**. It will support and encourage students and young professionals aged 18 and over who are resident in Spain, Portugal, Poland, Germany, Brazil, the United States, the United Kingdom, Mexico, Chile, Colombia, Peru, Argentina and Uruguay to improve their English skills so that they can enhance their employability.

#### **I. Objectives**

Under the Santander Course Programme | British Council English online 2026 - 1st Call (hereinafter the Programme), support will be provided so that students and young professionals aged 18 or over on the date this call for applications is published, and who are resident in Spain, Portugal, Poland, Germany, Brazil, the United States, the United Kingdom, Mexico, Chile, Colombia, Peru, Argentina and Uruguay, can take part in the British Council English online English training course run by British Council, which will take place during 2026.

The main aim of the Programme is to give young people the opportunity to improve their English skills in order to enhance their employability and their professional development.

#### **II. Eligibility**

Any person aged 18 or over on the date this Programme call is published, who is resident in Spain, Portugal, Poland, Germany, Brazil, the United States, the United Kingdom, Mexico, Chile, Colombia, Peru, Argentina and Uruguay, and who also meets the admission requirements set out below, may be a beneficiary of this Programme (hereinafter the Participants).

Being awarded a place on the online English training course under the Programme is compatible with receiving other types of support or assistance that differ in nature from the purpose of this Programme, whether public or private, and which the participant may be entitled to through other activities.

#### **III. Programme details and available places**

The Programme will offer 10,000 places for training courses that give young people the chance to strengthen their English skills in order to improve their employability and professional development. The courses will be available to beneficiaries in an online format and in English.

This Programme call will be published on the Santander platform [www.santanderopenacademy.com](http://www.santanderopenacademy.com) (hereinafter the Platform) on 7 January 2026.

The initial duration of the Programme will be 8 weeks, from 4 May 2026 to 29 June 2026. However, the 1,500 Participants with the strongest performance will be granted an extra 20 weeks of training, as described below.

The second Stage, which is reserved only for the 1,500 participants who achieve the best results in the initial Stage, will take place from 6 July 2026 to 23 November 2026.

Participants will need access to a computer with an internet connection to complete the Course.

Course description for all calls:

Stage 1. Available for levels from A1 to C1. For a total of 10,000 Participants

- In this stage, Participants will have online self-study materials available for 8 weeks.
- Participants will complete a placement test when they join, to identify their English level (CEFR).
- Each level includes 144 hours of learning. Participants complete a placement test when they join to identify which programme they should follow.
- Each Participant selects a topic and learns through interactive activities.
- Six topics are offered at each level. Three focus on social themes and three on business themes.
- Each topic contains 6 lessons, giving a total of 36 lessons per level.
- When a Participant completes a topic, they receive a badge for completing it.
- Participants can also join up to 4 Live25 sessions per month. These sessions are led by a teacher. They are not classes, but they help Participants strengthen their learning.

- Students will also have access to AI-supported tasks related to different sectors. Access to these features will depend on their express acceptance of the Terms and Conditions on the course platform.
- When the Course is completed, Participants who finish Stage 1 will be able to download the badges earned for each topic completed.

Stage 2. Available for levels from A1 to C1

This second Stage of the course is open only to the 1,500 Participants who showed the strongest performance in the initial Stage, and includes:

- Up to 18 online synchronous classes with a teacher, offered across a wide range of time slots seven days a week. Participants join classes alongside other learners from different countries and nationalities, which adds extra learning opportunities.
- Each class a Participant attends requires around four hours of follow-up exercises, continuing from Stage 1.
- Additional resources not included in the certification, such as four Live25 sessions per month.
- Teacher feedback provided during the class.
- Extra learning resources, including more videos and practice exercises.
- Students will also have access to AI-supported tasks linked to different sectors. Access to these features will depend on their express acceptance of the Terms and Conditions on the course platform.
- When they complete the course, students who finish Stage 2 will be able to download a certificate of attendance showing the number of hours of online learning with a teacher, the level, and the date the certificate was downloaded.

British Council will carry out the necessary follow-up to support Participants and monitor their use of the online training, but cannot be held responsible for any absence or failure to complete the course by the Participants.

British Council will organise a competition in each stage, offering students who show the most progress during the first four weeks the chance to receive a private session with a teacher. This session may be used, depending on the participant's level, for study skills guidance, academic support, interview preparation or presentation practice, among other options, at the student's discretion.

Stage 1: a private class will be offered to the 500 students with the strongest performance during the first four weeks (100 students per CEFR level).

Stage 2: a private class will be offered to the 100 students with the strongest performance during the first four weeks (20 students per CEFR level).

Progress will be assessed up to and including week 4, taking into account the following, in the order listed:

1. Online classes attended (applicable only to Stage 2)
2. Progress made in the online exercises
3. Grade achieved for the work completed
4. Number of Live25 sessions attended
5. Date and time of the self-study work completed

The winners will be announced in week 5 of each stage. The definition of the criteria and the selection of beneficiaries will be at the discretion of British Council, which reserves the right to modify these conditions at any time. Meeting the requirements does not guarantee the award of the incentive. The final decision on granting this or any other announced incentive will rest with British Council.

Any incentive, benefit or additional resource offered during the course will be granted at the sole discretion of British Council. These incentives do not constitute an acquired right and may vary according to British Council internal policies. The selection of beneficiaries of any additional incentive will be carried out by British Council, which will have the final and non-appealable decision on the chosen candidates. Meeting the requirements does not guarantee the granting of such incentives.

It should also be noted that neither the placement test used to access the course nor completion of the course provides any official English level qualification.

Participants are responsible for booking their classes and may cancel them up to 24 hours in advance without penalty. If they fail to cancel at least 24 hours before the class and do not attend, they will be marked as absent and the class cannot be recovered.

If a Participant fails to comply with the British Council code of conduct, available at <https://englishonline.britishcouncil.org/student-code-of-conduct/> during their learning, British Council reserves the right to prevent them from continuing. Participants agree to follow this Code of Conduct when registering for the course on the British Council platform.

*a) Admission requirements:*

The admission requirements that Participants must meet in order to obtain a place on the Course are as follows:

- Be a user of the Platform and have registered for the relevant call.
- Be 18 or over at the time of registration and be resident in Spain, Portugal, Poland, Germany, Brazil, the United States, the United Kingdom, Mexico, Chile, Colombia, Peru, Argentina or Uruguay.
- Complete the assessment test available on the Platform, which consists of a set of tests to assess competencies, skills and knowledge for the purpose of selecting the beneficiaries of the Programme (the Assessment Test).

*b) Selection criteria:*

For the allocation of Stage 1 places, British Council will verify compliance with the admission requirements and will use the ranking generated by the Assessment Test available on the Platform to assign places to the highest-scoring candidates.

For the selection of Participants for Stage 2 of the course, British Council will take into account the performance of Participants during Stage 1, considering the following:

1. Progress made during the self-study stage (lessons completed and/or started).
2. Date and time when the self-study work was completed.
3. Grade achieved for the work completed.
4. Number of Live25 sessions attended.

For the allocation of places, British Council will verify compliance with the above requirements and will use the ranking generated by the Assessment Test available on the Platform to assign places to the highest-scoring candidates.

If any allocated places are not accepted by the selected Participants, British Council will reassign them to other Participants who meet the admission requirements listed above, following the order of the ranking from the Assessment Test, to ensure that places are not left vacant.

Likewise, British Council may, in order to ensure that the Programme benefits the greatest possible number of Participants, apply additional admission requirements for the allocation of places if at any time it considers that the planned places will not be filled or that there is excessive demand. It may also extend the deadline so that applicants have more time to apply.

#### **IV. Management**

To obtain a place on the Programme, it is essential to register for this call through the Platform set up for this purpose. Notification of the award of a place will be sent through the management system available on the Platform.

**Participants must complete their registration between 7 January 2026 and 23 March 2026 at 23:59 GMT+2 (Madrid time zone).**

Once the Course has finished, Participants will receive a message through the Platform inviting them to share their level of satisfaction with the Course through a short questionnaire in test format.

Participants should note that if they change the email address used to register for the Programme while the call is open on the Platform, they will be required to complete the Assessment Test again.

#### **V. Allocation of places among candidates**

The selection process for beneficiary Participants will take place between 26 March 2026 and 31 March 2026. The allocation of the 10,000 places to the selected Participants (hereinafter the Beneficiaries) will be announced on 1 April 2026.

The allocation will be communicated to the Beneficiary, who will have 7 calendar days from the date and time of the notification to confirm acceptance through the Platform. Once this period ends, any unaccepted places will be reassigned by British Council to other Participants who meet the admission requirements listed above and who have been notified that they are on the waiting list. Reassignment will take place as soon as places become available. These Participants will have 4 calendar days to confirm their place. If they do not do so, the place will be offered to another Participant on the waiting list, and the process will continue until all vacant places have been filled.

Once candidates have accepted their place through the Platform, they will have 16 calendar days from that moment to access and register on the British Council Platform

(<https://englishonline.britishcouncil.org/platform/nui/reactui/build/index.html#/login>). If they do not do so, the place will be reassigned by British Council to another participant who meets the admission requirements listed above and who has been notified that they are on the waiting list. These Participants will have 4 calendar days to confirm their place. If they do not do so, the place will be offered to another Participant on the waiting list. The course end date will be the same for all participants. This 16-day requirement will apply only during Stage 1.

Finally, if British Council is unable to reassign the available places, Santander reserves the right to use the vacant places for future calls as it considers appropriate during the term of this agreement.

## **VI. Personal data protection**

The Controller responsible for processing the users' data (hereinafter the User or the Users) for the awarding and management of the programme (hereinafter the Programme) for which you have registered through the Platform is British Council (hereinafter the Institution), which will only be responsible for processing the personal data of its own students.

### Data we process and where it comes from.

The Institution obtains the data of the Users who register for this Programme from the Santander Open Academy platform, whose Controller is Universia Holding, SL., solely for matters related to participation in this Programme, including registration, the assessment tool and the communication tool with Users. This data is the information the User has in their platform profile and that is provided for registration in this Programme: identification data, personal characteristics data, employment-related data and academic and professional data.

The Institution will also include in this Programme call any questions and information requests needed to verify, assess and manage the User's application. In this regard, in addition to the data provided by Universia Holding, the Institution may process other data.

### Purposes for which personal data will be processed.

The data collected from Users in relation to this Programme will be processed to manage this call, assess candidates and, where applicable, award or deny participation in the Programme. The lawful basis for this processing is the performance of these Specific Conditions or Legal Terms.

The Institution will also process the personal data of admitted users for the purpose of delivering the Programme awarded to them. Users will be informed of this appropriately at the start of the Programme and in each stage when necessary, in compliance with data protection regulations.

The Institution may also further process candidate and beneficiary data to meet legal obligations required under current legislation. The lawful basis for such processing is therefore compliance with a legal obligation.

### Recipients of personal data.

Users' personal data will only be disclosed to public authorities and bodies for the exercise of their functions when they are legally entitled to request it. In some cases, applicable legislation requires information to be shared with authorities or public bodies so that they may carry out their duties. For example, tax authorities or courts, which would use the Users' data for their own purposes.

Additionally, for the proper delivery of the Programme, British Council may share anonymised information with Fundación Banco Santander (hereinafter the Promoter), which has sponsored, promoted or funded it, solely so that the Programme can be carried out.

#### Personal data retention criteria.

The data collected in connection with this Programme call may be retained by the Institution as follows:

- For applicants who are not admitted to the Programme, data will be kept for the management period of the call and for a maximum of six months after it closes.
- For applicants admitted to the Programme, data will be kept for the whole period linked to the management of the call, the delivery of the Programme and for up to seven years under corporate archiving criteria.

#### Users' rights regarding their personal data.

British Council complies with UK data protection law, the General Data Protection Regulation in Europe and equivalent national data protection laws in other countries.

Users have the right to access their data and to request the correction of inaccurate data, to object to processing, to request deletion when data is no longer needed for the purposes for which it was collected, to restrict processing and to request data portability when legally possible. Users also have the right not to be subject to automated individual decisions, including profiling. Within the scope of this Programme, British Council will not make decisions based solely on automated processing.

Users also have the right to withdraw their consent at any time for any processing based on that consent, without affecting the lawfulness of processing carried out before withdrawal.

Users may contact [IGDisclosures@britishcouncil.org](mailto:IGDisclosures@britishcouncil.org) to exercise their rights. More information is available in the privacy section of the British Council website ([www.britishcouncil.org](http://www.britishcouncil.org)).



Users must also contact [dpo@universia.net](mailto:dpo@universia.net) to exercise rights over the data held on the Platform, for which Universia Holding SL is responsible.

Users may also lodge a complaint with a Privacy Regulator if they believe their data protection rights have been breached.

## **VII. Modification of the Programme Terms and Conditions**

Participation in this Programme Call implies acceptance by the Participants of its Terms and Conditions and of its decisions, which will be final. It also implies the waiver of any claim relating to any aspect included in them, including but not limited to allocation, selection and admission criteria.

British Council and Santander reserve the right to modify or amend any of the Terms and Conditions of the Programme Call, in whole or in part, at any time. They may also suspend, postpone or cancel it for an objective and duly justified reason, in order to preserve the social impact intended by the Parties. Candidates will be informed through the Platform of any modifications or amendments introduced.

These Terms and Conditions will apply to any communication received by candidates through the Platform.