

# Rules of promotion "New Year's Promotion"

## I. Organiser and duration

1. The Organiser of the "Promocja noworoczna" (New Year's Promotion) promotional campaign (hereinafter referred to as "Promotion") is Indigo Nails Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in Łódź (postal code 90-752), at ul. Gen. Lucjana Żeligowskiego 3/5, entered in the register of entrepreneurs kept by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register, under the following KRS number: 0000684415, holder of the following REGON (National Official Business Register) number: 101805889, NIP (Tax Identification Number): 7272792881, hereinafter referred to as Indigo Nails, and partners of Indigo Nails with whom it is possible to purchase Products covered by the Promotion pursuant to paragraph II section 1 (c) and (d) of the Terms and Conditions, (hereinafter referred to as "Organiser"), while for a particular Participant of the Promotion the Organiser of the Promotion shall always be the entity with which the Participant concludes a sales agreement.
2. The Promotion shall last from 11 January 2019 until stocks are exhausted (hereinafter referred to as the term of the Promotion).

## II. Conditions of the Promotion

1. The Promotion is open to consumers, i.e. natural persons performing a legal transaction on the terms and conditions set out herein, not directly related to their economic or professional activity, as well as entrepreneurs, i.e. natural persons, legal persons and organisational units referred to in Article 331 § 1 of the Civil Code, conducting economic or professional activity in their own name (hereinafter referred to as Participants), who during the term of the Promotion place an order:
  - a) in the Indigo Nails online shop;
  - b) in one of Indigo Nails brick and mortar shops;
  - c) in one of official points of sale, the list of which can be found on the Indigo Nails website: <https://www.indigo-nails.com/pl,punkty-sprzedazy.html>;
  - d) in online shops operated by the entities referred to in point (c) above;
  - e) through a sales representative of the entities referred to in point (c) above.
2. The Promotion applies to orders placed during the term of the Promotion, both in Poland and abroad.
3. It is forbidden to purchase the Organiser's products in the Promotion for further resale to any extent, in particular with respect to the Participant's economic activity.
4. The Participant shall not resell the Products covered by the Promotion to any extent, in particular with respect to the Participant's economic activity. In case of violation of the above provisions, the Organiser has the right to claim from the Participant the return of the value of the products which the Participant received as part of the Promotion free of charge, to which the Participant agrees by accepting these Terms and Conditions and taking part in the Promotion.

### **III. Rules of the Promotion**

1. During the term of the Promotion, the Participant may purchase the following products:  
- 4 gel brushes Gel Brush, Arte Brillante, Cat Eye at the price of 2 (2+2 free of charge).
2. The Promotion shall not be combined with other special offers or discounts in force during the term of the Promotion at any of the Organisers.
3. Products in the Promotion can be combined within the same category and the same price.
4. During the term of the Promotion, each Participant may place orders under the Promotion for the total maximum amount of PLN 5,000 gross.
5. The total selling price of the products offered within the scope of the Promotion shall be shown in the proof of sale (receipt/invoice) as a discount divided into each of the products appearing on the proof of sale.
6. Indigo Nails reserves the right to change these Terms and Conditions during the term of the Promotion without giving any reason, provided that the rights acquired by the Participants prior to the change shall be respected. In particular, Indigo Nails reserves the right to shorten the duration of the Promotion or to exclude specific products from the Promotion when they are out of stock.

### **IV. Complaints and returns**

1. All complaints concerning the manner of conducting the Promotion should be submitted by the Participants by electronic mail [reklamacje@indigo-nails.com](mailto:reklamacje@indigo-nails.com) or by post to the address of Indigo Nails registered office specified in paragraph I section 1 of these Terms and Conditions, with the following note: "Promocja noworoczna", during the entire term of the Promotion, however, not later than 14 days from the date of delivery of a given order covered by the Promotion.
2. A complaint should contain the following data of the Participant: name, surname and exact address, as well as a detailed description and reason for the complaint, and the Participant's request.
3. Complaints submitted after the deadline or not containing the information referred to in section 2 shall not be considered. The date of the postmark on the letter containing the complaint shall be considered the date of sending the complaint.
4. Complaints shall be considered immediately, however, not later than within 14 days from the date of their receipt by Indigo Nails.
5. In the event that the provisions of generally applicable law grant the Participant the right to return, the return of products purchased in the Promotion is possible as long as a whole set of new and unused items purchased in the Promotion is returned (4 items). A return may only be made by the customer in relation to the Organiser within the meaning of paragraph I section 1.

### **V. Personal data protection**

1. The Organiser shall be the controller of the personal data of the Participants of the Promotion.
2. Personal data collected in connection with the Promotion shall be processed for the purpose of processing the order, for accounting purposes, as well as in the scope of asserting claims and defending against claims resulting from a sales agreement – on the basis of the Controller's legitimate legal interest, i.e. asserting claims and defending against claims.
3. Participants' personal data may be disclosed to entities supporting the Organiser in the implementation of the Promotion, including in particular marketing agencies, courier

companies, Poczta Polska (Polish Post).

4. In connection with the processing of personal data by the Organiser, the Participants shall be granted the following rights:

- 1) the right to access the personal data and to correct them, remove them or restrict their processing;
- 2) the right to transfer the personal data to another controller;
- 3) the right to file an objection to the processing of the personal data.

5. The Participants also have the right to lodge a complaint with the President of the Office for Personal Data Protection.

6. The personal data of the Participants of the Promotion shall be kept for the period during which it is possible to lodge a complaint, and in the case of a complaint – for the time necessary to consider the complaint.

7. Providing personal data is voluntary, yet necessary to complete and carry out an order placed. Therefore, the inability to carry out the order shall be the consequence of failure to provide personal data.

## **VI. Final provisions**

1. The Terms and Conditions of the Promotion are available at the registered office of each of the Organisers and on the website.

2. During the term of the Promotion, the delivery time may be extended.

3. By taking part in the Promotion, the Participant accepts its rules contained in these Terms and Conditions and declares that he/she has read the rules set out in the Terms and Conditions and does not raise any objections in this respect.