

# Terms & Conditions of the “EFFECTS – PROMO CODE”

## I. Promoter and time frame

1. Promoter of “EFFECTS – PROMO CODE” (hereinafter referred to as 'Offer') is Indigo Nails Limited Liability Company limited partnership with registered address (headquarters) at ul. Gen. Lucjana Żeligowskiego 3/5, 90-752 Łódź, entered into the Companies Register by the District Court Łódź – Śródmieście Łódź, XX Commercial Department of the National Court Register under the number KRS: 0000684415, REGON 101805889, NIP 7272792881 (hereinafter referred to as Indigo Nails) and partners of Indigo Nails, from which it is possible to purchase Products covered by the Special Offers in accordance with point II, 2b), d), e), f) of Terms & Conditions (hereinafter referred to as the ‘Promoter’), while for specific Special Offer Participant the Special Offer Promoter is always the entity with which the Participant concludes a sales agreement.
2. The offer runs from 9<sup>th</sup> July 2020, 10:00:00 (Europe Central Time zone GMT + 1), until 31<sup>st</sup> August 2020, 23:59:59 (Europe Central Time zone GMT + 1), until stocks last or the offer is cancelled by the Promoter (hereinafter referred to as ‘Duration Time’).

## II. General Terms and Conditions

1. The offer is open to both the consumer, making a legal transaction under the conditions set out in these T&Cs, not directly related to its business or professional activity, as well as a professional running business or professional activity (referred to in art. 33 1 § 1 of the Civil Code) (hereinafter referred to as the Participant).
2. The Participant enters the offer by placing an order:
  - a. via Indigo Nails online store at [indigo-nails.com](https://www.indigo-nails.com)
  - b. via Indigo nails UK online store at [indigo-nails.co.uk](https://www.indigo-nails.co.uk)
  - c. at an Indigo Nails retail store;
  - d. at the official point of sale, the list of which can be found on the Indigo Nails website at <https://www.indigo-nails.com/pl.punkty-sprzedazy.html>, who participates in the Offer, because joining the Offer through official points of sale is voluntary;
  - e. at online stores operated by the entities mentioned above;
  - f. at the sales representatives of the entities mentioned above.
3. The offer applies to orders placed during the special offer both in Poland and other countries.
4. Any further resale of the Promoter's products purchased within and covered by the offer is not permitted in any scope, in particular, related to the Participant's business activities. The Participant is committed not to resell the Products covered by the offer in any scope and in particular within Participant's business activities. In case of breach of the above, the Promoter has the right to claim from the Participant the return of the value of products that the Participant purchased as part of the offer, to which the Participant, by accepting the T&Cs and taking part in the Promotion agrees.

### **III. Terms and Conditions**

1. During the Promotion, the Promoter provides Participants within promotional material with a discount code authorizing them to obtain a discount for Mermaid Effects 2.5g, Holo Effects 2.5g, excluding Holo Manix Effect 2.5g, and Pixel Effect 2.5g, in particular via the Promoter's social media channels, via e-mail by sending subscribers e-mails, as well as in materials posted by the Promoter on Youtube.com.
2. During the Special Offer, the Participant when purchasing Mermaid Effects 2.5g by entering the discount code referred to in point III par. 1, will purchase them at 4,00 PLN/1,00 EUR/0,90 GBP per box, inc. VAT.
3. During the Special Offer, the Participant when purchasing Holo Effects 2.5g by entering the discount code referred to in point III par. 1, will purchase them at 44,00 PLN/1,00 EUR/0,90 GBP per box, inc. VAT.
4. During the Special Offer, the Participant when purchasing Pixel Effects 2.5g by entering the discount code referred to in point III par. 1, will purchase them 5,00 PLN/1,20 EUR/1,10 GBP per box, inc. VAT.
5. The offer can not be combined with any other offers on Mermaid Effect 2.5g, Holo Effect 2.5g, Pixel Effect 2.5g.
6. Indigo Nails reserves the right at any time in its sole discretion to cancel, modify or supersede the T&C's of the offer without notice. The rights acquired by the Participants before the change will be respected. In particular, Indigo Nails reserves the right to shorten the Offer duration or to exclude individual items from the Offer due to being out of stock.

### **IV. Complaints and Returns**

1. All complaints regarding the Offer shall be submitted via e-mail to [reklamacje@indigo-nails.com](mailto:reklamacje@indigo-nails.com) or by post to Promoter's head office with reference: **"EFFECTS – PROMO CODE"**. Any claims must be received before Special Offer ends and within 14 days of receipt of order.
2. The complaint should include the following details: name, surname, and their full address, a detailed description and reason for the complaint, as well as a resolution request.
3. Complaints submitted after the offer ends or not including the information referred to in paragraph 2 will not be considered. The date of posting the complaint is the date on the postage stamp on the package containing the complaint.
4. Complaints will be considered immediately, however no later than 14 days from the day they are received by the Promoter.
5. If the provisions of the generally applicable law grant the Participant the right to return, the return of products purchased within the Offer is possible insofar as it constitutes a whole set of new and unused items purchased within the Offer. The return can be made by the customer only in relation to the Promoter within the meaning of item I para. 1 of the Regulations.

### **V. Data Protection**

1. Personal Data of Participants will be processed by the Promoter.
2. Personal data collected in connection with the offer will be processed in order to: order processing, accounting as well as pursuing claims and defence against claims

arising from the Sales Agreement - based on the Administrator's legitimate legal interest in pursuing claims and defending against claims.

3. Personal data of Participants may be disclosed to entities supporting the Promoter in the implementation of the Competition, including marketing agencies, courier companies, postal and courier services operators.
4. In connection with personal data processing by the Promoter, Participants have the following rights:
  - a. the right to access personal data and the right to request rectification, deletion, or restrictions on their processing
  - b. the right to transfer personal data provided to another data administrator
  - c. the right to object to data processing
5. Participants also have the right to lodge a complaint with the President of the Office for Personal Data Protection.
6. Personal data of offer Participants will be stored for the period during which complaints will be possible, and in the case of complaints for the time necessary to consider the complaint.
7. Providing personal data is voluntary; however, it is required for order completion. Not providing personal data will affect its ability to process the order.

## **VI. Final provisions**

1. The offer T&Cs are available at each Promoter's head office or on their websites.
2. Processing might be longer if there are several orders during Special Offer.
3. The Participants of the offer automatically accept T&Cs that apply to this. All Participants of the offer must declare that they have read and accept all T&Cs that apply.