

Terms & Conditions of the "#FluoTrendyIndigo" Competition

§1 General Information

1. Promoter and the prize founder of "#Fluo Trendy Indigo" competition (hereinafter referred to as 'Competition') 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 Promoter, Founder)
2. These Terms and Conditions (hereinafter: "T&Cs") form the basis for the Competition run on the public Indigo Nails social media account - Instagram, and regulates the terms and conditions of participation in the Competition, as well as specifies the rights and obligations of the Participants and the Competition Organizer.
3. The Participants of the Competition automatically accept these T&Cs that apply to this. All Participants of the Competition are required to comply with the terms of these T&Cs.
4. The Competition is not subject to the provisions of the Gambling Act of 19 November 2009 (Journal of Laws of 2018, text 165, as amended).

§2 Terms and Conditions of the Competition

1. The Competition is open to a natural person (hereinafter referred to as the Participant or Participants) meeting the following conditions:
 - o have full legal capacity;
 - o reside in the territory of the Republic of Poland;
 - o own a public Instagram account
 - o the requirement for the work to be accepted for the Competition is the full copyright of the participant to the work submitted.
2. Employees, authorities' members and Organizer representatives, as well as persons cooperating with the Organizer, may not participate in the Competition. Competition entries can only be made via the Instagram social media networking site.
3. Providing personal data by the Participant is voluntary; however, it is required to participate in the Competition. Participation in the Competition is free.
4. The competition runs from 29.06.2020, 09:00:00 AM (Central European Time GMT +1) to 07.27.2020, 23:59:59 (Central European Time GMT +1).
5. The competition is conducted via a public Instagram social media account.
6. The competition is divided into 4 stages:
 - o Stage I - from 29/06/2020 to 05/07/2020,
 - o Stage II - from 06/07/2020 to 12/07/2020,
 - o Stage III - from 13/07/2020 to 19/07/2020,
 - o Stage IV - from 20/07/2020 to 26/07/2020.
7. On the first day of each of the first three stages, the Organiser, via the Instagram platform will publish a photo of the nail styling, made with the use of Indigo Nails products, and will present step by step how to perform the presented nail styling.

8. On the fourth stage, the works of the Winners of the first three stages will be subject to the audience voting, which will take place via the website <https://www.indigo-nails.com/>. One person will have the right to one vote.
9. The winners of each stage will be announced within 1 day of the end of each stage.
10. The terms and condition of participation:
 - owning a public Instagram account
 - creating a nail styling, similar to the one presented in the competition post on hand or tips, using only Indigo Nails products,
 - taking a photo of the work created and publishing the photo taken on the public account on the Instagram social network and adding the hashtags #FluoTrendyIndigo, #indigonails, @indigonails,
 - reading the T&Cs and acknowledging its provisions,
 - consent to the use of the published photographs by the Organiser for marketing purposes.
11. Entering in the Competition per Participant is unlimited.
12. The implementation of the competition task may not contain content that:
 - may have been posted to infringe the rights of third parties,
 - may violate any rights of third parties, including rights related to the protection of copyright and related rights,
 - may contain offensive, vulgar content or constitute a criminal threat directed to another person,
 - may conflict with the interests of the Organiser,
 - may otherwise violate the provisions of the T&Cs.
13. By publishing works as part of the Competition (hereinafter: "Competition Work"), the Participant declares that the publication of the Competition Work does not infringe the rights or goods of third parties and consents to the processing of personal data by the Organizer for the purposes and under the conditions set out in the T&Cs.
14. The Organiser will appoint a three-person competition jury (hereinafter "the Competition Jury"). The Competition Jury assesses the performance of competition tasks by Participants of the Competition. The tasks of the Competition Jury also include constant supervision over the correct course of the Competition, making decisions on issues where doubts arise regarding the Competition, including the interpretation of these T&Cs. Everyone who has submitted a competition entry has the right to appeal with a request for reconsideration of the case, the appeal is considered by the Competition Jury. The decisions of the Competition Jury are final.

§3 The Competition Outcome

1. At each stage of the Competition, the prize will be awarded to 3 Participants (hereinafter: Winners).
2. In the Winners selection, the Competition Jury will consider the following criteria:
 - form of the work,
 - compliance of the Competition work with the subject of the Competition,
 - creative and artistic approach to the implementation of the Competition work
 - meeting the conditions of the task.
3. The winners of the Competition will be selected by the Competition Jury, in the first three stages, only from among those who meet the conditions set out in these T&Cs.
4. In the fourth stage, the Winners will be selected, among the Winners of previous stages, by audience voting, which will take place via the website <https://www.indigo-nails.com/>.

5. The Organiser will notify each Winner of the selection in a private message sent via the Instagram portal and in the post on the Organiser's Instagram profile.
6. The prize in the Competition is:
 - o Stage I - a set of 10 gel polishes selected by each of the Winners. Winners can choose any of the colours available on the website www.indigo-nails.com; prize value PLN 340 inc. VAT;
 - o Stage II - a set of 10 gel polishes selected by each of the Winners. Winners can choose any of the colours available on the website www.indigo-nails.com; prize value PLN 340 inc. VAT;
 - o Stage III - a set of 10 gel polishes selected by each of the Winners. Winners can choose any of the colours available on the website www.indigo-nails.com; prize value PLN 340 inc. VAT;
 - o Stage IV - holographic shopping bag in any colour chosen by each of the Winners. Winners can choose any colour from all available on the website www.indigo-nails.com; prize value PLN 35 inc. VAT;
7. Each Participant may only win one Prize at each stage.
8. An additional cash prize will be added to the value of the Prize in the amount corresponding to the flat-rate personal income tax for winning the Competition in the amount of 11.11% of the value of the given Prize. The winner declares that they agree that the amount of the additional cash prize shall not be paid out but will be intended to pay the tax due for winning the Competition. The above will apply, provided that the applicable law provides for the payment of flat-rate income tax on the Prize received.
9. The participant may not request the exchange of the prize for cash, or any other form of compensation, may not transfer the prize to a third party.
10. The participant may waive his right to the Prize.
11. A condition for receiving the Prize by the Competition Winner is providing until July 31, 2020, via a private message to the Organiser on the Instagram platform, the details essential to issue the Prize:
 - o full name,
 - o delivery address,
 - o phone number,
 - o PESEL number,
 - o the list of selected gel polishes or the colour of the holographic shopping bag.

In the case where the message is not sent by 23:59:59 (Central European Time GMT +1) until July 31, 2020; or sending a message containing incorrect or incomplete Winner details will result in the loss of the right to the Prize.

12. The Organiser agrees to ship the Prize to the Winner within 21 business days from receiving the complete details of the winners, via a courier.
13. The Organiser has the right to exclude from the Competition Participants who violate these T&Cs, as well as Participants who conduct activities contrary to the law or decency.

§4 Copyrights

1. By entering the Competition, the Participant confirms that the Competition Entry submitted is owned by the Participant, to which holds full copyright and related rights, and that the submitted work is free from legal defects and does not infringe any rights of third parties or personal rights of third parties.

2. By submitting a competition entry in accordance with § 2 para. 10 of the T&Cs, the Participant authorizes the Organiser to use the Competition Entry unlimited in time and territory by publishing it in the following:
 - a. recording using any techniques, including in particular recording in whole and in parts on any audio-visual media such as photosensitive, magnetic, celluloid tape, digital media - DVD, CD, CD ROM, VCD, Mini Disc, MP3 disc, photographic film , analog disc, optical disk, memory chips, and other storage media,
 - b. copying in whole and in parts using any techniques, including printing, reprographic, photosensitive, magnetic, digital, optical, computer recording technique, on audio-visual, video and audio media,
 - c. entering into computer memory,
 - d. introduction to local computer networks,
 - e. translating, editing, arranging, adapting, changing the layout or any other changes to the computer record, with the right to reproduce the results of these changes, while maintaining the rights of the person who made the changes,
 - f. introduction to the ICT network, e.g. the Internet, making copies of such records and their distribution in ICT networks,
 - g. dissemination on the Organiser's websites, Organiser's social networks and on the Organiser's profiles on social networks,
 - h. sharing via the Organiser's mobile application.

§5 Complaints

1. All complaints regarding the method of conducting the Competition and the delivery of prizes, shall be submitted by the Participants via e-mail to office@indigo-nails.com or by post to Organiser's head office to the address provided in paragraph 1 of the T&Cs, with reference: "Competition #FluoTrendyIndigo - complaint", but no later than:
 - o for Competition Participants, within 7 days from the Competition results announcement;
 - o for Winners - within 7 days from the date Prize delivery date.
2. The complaint should include the following details of the Participant: 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 deadline given 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 Organiser.

§6 Data Protection

1. Personal Data of Participants will be processed by the Organiser.
2. Personal data collected in connection with the competition will be processed for the purpose of implementing the Competition and issuing the Prize. The data is processed on the basis of the consent of the Participants (art.6 par.1 point a GDPR).
3. Personal data of Participants may be disclosed to entities supporting the Organiser in the implementation of the Competition, including marketing agencies, delivery companies, Poczta Polska services operators.

4. In connection with personal data processing by the Organiser, Participants have the following rights:
 - the right to access personal data and the right to request rectification, deletion, or restrictions on their processing
 - the right to transfer personal data provided to another data administrator
 - 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 for the implementation of the Competition is voluntary. Providing this data is, however, a prerequisite for the Organiser to be able to carry out the Competition, including in particular providing the Prize Winners. Not providing personal data will result in not shipping the Prize by the Organiser.

§7 Final provisions

1. The Competition T&Cs are available at Organiser's websites at www.indigo-nails.com for the time of the Competition.
2. All disputes related to the interpretation of the T&Cs and the implementation of the rights and obligations related to the Competition will be settled by means of the complaint procedure described in paragraph V above, and in the absence of a resolution by a competent common court.
3. The T&Cs come into force on the day of the Competition.
4. The Organiser may change the T&Cs of participation in the Competition at any time, about which will inform the Participants on the Organiser's official profile on the Instagram portal. In the event of changes to the T&Cs, these changes shall not infringe upon the rights already acquired by the Participants and shall not deteriorate the terms of the Competition.
5. The amended version of the T&Cs is valid since its publication.
6. By entering the Competition, the Participant confirms that have read and accept all T&Cs that apply.