

Terms & Conditions of the "#GuiltyInspiruje" Competition

I. Promoter and time frame

1. Promoter of "#GuiltyInspiruje" 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 Organiser the award Founder).
2. These Terms and Conditions (hereinafter: "T&Cs") forms the basis of the Competition conducted on public social media accounts of the Indigo Nails brand, i.e. Instagram and Facebook and on the brand's website, and regulate the terms and conditions of participation in the Competition, as well as define the rights and obligations of the Participants and the Organiser.
3. The Participants of the Competition automatically accept the T&Cs that apply to these T&Cs. All Participants of the offer must declare that they have read and accepted all T&Cs that apply.
4. The competition is not subject to the provisions of the Gambling Act of November 19, 2009 (Journal of Laws of 2018, item 165, as amended)

II. General Terms and Conditions

1. The Competition is open to a natural person (hereinafter referred to as Participant or Participants) meeting the following conditions:
 - have full legal capacity;
 - live in the territory of the Republic of Poland;
 - run a social media account on the Instagram platform;
 - the condition for entering the work to the Competition is that the Participant owns all copyrights of the work.
2. Employees, members of the authorities and representatives of the Organiser, as well as persons cooperating with the Organiser, may not participate in the Competition.
3. Participation in the Competition and the related provision of personal data by the Participant is entirely voluntary. Participation is free of charge.
4. The Competition runs from 16.11.2020, 10:00:00 (Europe Central Time zone GMT + 1) until 23.11.2020, 23:59:59 (Europe Central Time zone GMT + 1).
5. The competition is conducted via public social media channel: Instagram.
6. The competition is divided into 2 stages:
 - Stage I - from 16.11.2020 to 22.11.2020,
 - stage II - from 23.11.2020 to 23.11.2020.
7. On the first day of the first stage, the Organiser, via their Instagram profile, will publish three inspirational photos of nail designs created by Indigo Educators from the Indigo Headquarters, for which Indigo Nails products were used, in particular the colors from the Guilty! Collection.

8. In the second stage, the work of the Winners of the first stage will take part in the audience voting, which will be held via the website <https://www.indigonails.com/>. One person will be able to cast one vote.
9. The Winners of each stage will be announced within 1 day from the end of each stage.
10. To take part in the Competition, the Participant must:
 - run a public social media account on the Instagram platform,
 - create a nail design on hand or tips inspired by the Guilty! Collection, using only Indigo Nails products, in particular the colours from the Guilty! Collection,
 - to take a photograph of the created work and publishing the photo on their public social media account on the Instagram platform, and adding the hashtags #GuiltyInspiruje, #indigonails, @indigonails,
 - to read the content of the T&Cs and accept its provisions,
 - to give consent for the use of the published photo by the Organiser for marketing purposes.All the above-mentioned conditions must be met by the Participant.
11. Each participant may take part in the Competition with no limitation to the number of works submitted.
12. The performance of the competition task cannot contain content that:
 - may have been posted with the intention of infringing 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 threat against another person,
 - maybe contrary to the interests of the Organiser,
 - may otherwise violate the provisions of these T&Cs.
13. By publishing works as part of the Competition (hereinafter: "Competition Entry"), the Participant declares that the publication of the Competition Entry does not infringe the rights or goods of third parties and agrees to the processing of personal data by the Organiser for the purposes and under the conditions specified in these T&Cs.
14. The Organiser will appoint a three-person competition committee (hereinafter referred to as the "Competition Committee"). The tasks of the Competition Committee include constant supervision over the proper course of the Competition and making decisions on issues in which there are doubts related to the Competition, including the interpretation of these T&Cs. Everyone who takes part in the Competition has the right to appeal with a request for reconsideration of the case. The Competition Committee examines the appeal. The decisions of the Competition Committee are final.

III. The Competition results.

1. The Prize will be awarded to 3 Participants (hereinafter referred to as the Winner) in the first stage of the Competition.
2. In the second stage the Prize will be awarded to 1 Participant (hereinafter referred to as the Audience Winner).
3. When selecting the Winners, the Competition Commission will take into account the following criteria:
 - the overall creation,
 - the compliance of the Competition Entry with the theme of the Competition,
 - a creative and artistic approach to the implementation of the Competition Work
 - meeting the conditions of the task.

4. The Competition Winners will be selected by the Competition Committee, in the first stage, only from among persons meeting the conditions specified in these T&Cs.
5. In the second stage, the Audience Winner will be selected from among the Winners of the first stage, by audience voting, which will be held via the website <https://www.indigo-nails.com/>.
6. The Organiser will notify each Winner and Audience Winner about the choice of the Winner and the Audience Winner by means of a private message on Instagram and in a post on the Organiser's Instagram profile.
7. The prize in the Competition is:
 - Stage I - a set of 10 gel polishes selected by each of the Winners. Winners may choose any of the colours available on the indigo-nails.com website; the value of the prize is 340 pln inc.VAT;
 - 2nd stage - Protein Base Gold Edition 7ml; value of the prize 39.90 pln inc.VAT.
8. One Participant may only win one Prize.
9. 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 Prize. The Winner declares that he agrees that the amount of the additional cash prize will not be paid out, but will be used to pay the tax due for winning the Competition. The above will apply, provided that the generally applicable provisions of law require the payment of a flat-rate income tax on the awarded Prize.
10. The participant may not request the Prize to be exchanged to a cash equivalent or any other form of compensation, and may not transfer the right to the Prize to a third party.
11. The Participant may waive the right to the Prize.
12. The condition for receiving the Prize by the Competition Winner is to send a private message, until Nov 30, 2020, on the Instagram social account of the Organiser with the data essential to issue the Prize, in particular:
 - full name
 - full address
 - phone number
 - PESEL number
 - the list of selected gel polishes.In the event of failure to send the message until 30 nov, 2020, 23:59:59 (Europe Central Time zone GMT + 1), or enter incorrect or incomplete details of the Winner, the Winner shall lose the right to the Prize.
13. The Organiser undertakes to ship the Prize to the Winner within 21 working days from the date of receipt of the complete personal details of the winners, via a courier company.
14. The Organiser has the right to exclude from participation in the Competition, Participants who violate these T&Cs, as well as Participants who conduct activities contrary to the law or morality.

IV. Copyrights

1. The Participant, by submitting his work to the Competition, confirms that the Competition Entry submitted is his work, to which he has full copyright and related rights, and that the submitted work is free from legal defects and does not infringe any rights of third parties, as well as personal rights of third parties.
2. By posting the competition works in accordance with § 2 sec. 10 of the T&Cs, the Participant authorizes the Organiser to use the Competition Entry unlimited in time

and territorially by publishing it in the following fields of use:

- a. fixing with any techniques, including in particular recording in whole and in fragments on any audiovisual 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. reproduction of fixations in whole and in parts using any techniques, including printing, reprographic, photosensitive, magnetic, digital, optical, computer recording technique, on audiovisual, videophonic, computer carriers,
- c. entering into computer memory,
- d. introduction to local computer networks,
- e. translation, changes, arrangement, adaptation, change of the layout or any other changes in the computer record, with the right to multiply the results of these changes, while maintaining the rights of the person who made these changes,
- f. introducing to the ICT network, e.g. the Internet, making copies of such records and disseminating them in ICT networks,
- g. disseminating on the Organiser's websites, the Organiser's social networks and on the Organiser's profiles on social networks,
- h. sharing via the Organiser's mobile application.

V. Complaints and Returns

1. All complaints regarding the Competition and the Prize transfer shall be submitted via e-mail to office@indigo-nails.com or by post to the Organiser's head office, given in paragraph 1 of these T&Cs, with reference: "#GuiltyInspiruje". Any claims must be received within:
 - 7 days from the Competition end date, in the case of Competition Participants
 - 7 days from the Prize collection, in the case of Competition Winners
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.

V. Data Protection

1. Personal Data of Participants will be processed by the Promoter.
2. Personal data collected in connection with the Competition will be processed in order to implement the Competition and issue the Prize. The data is processed on the basis of the consent of the Participants (Article 6 (1) (a) of the GDPR).
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:
 - 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 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. These T&Cs are available at all times of the duration of the Competition at www.indigo-nails.com
2. Any disputes related to the interpretation of the T&Cs and the implementation of the rights and obligations related to the Competition will be resolved through the complaint procedure described in paragraph V above, and in the event of failure to resolve by the competent common court.
3. The T&Cs come into force on the day of the Competition commencement.
4. The Organiser may, at any time change the T&Cs of Participation in the Competition, about which will inform the Participants via the official social media profile on Instagram. In the event of changes to the T&Cs, these changes will not violate the rights already acquired by the Participants, and will not deteriorate the terms of the Competition.
5. The amended version of the T&Cs is valid from the moment of publication.
6. The Participants of the Competition 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.