

TERMS AND CONDITIONS OF THE "Calendar Promotion"

hereinafter: the Terms and Conditions

Preamble

This Promotion is dedicated to stylists – both those running beauty salons and those performing nail styling as employees of beauty salons or as mobile stylists. By organizing this Promotion, the Organizer aims to support smaller entrepreneurs who provide nail styling services using INDIGO NAILS brand products through price reductions and rewards in kind. This applies to both those running beauty salons and those performing nail styling as employees of beauty salons or as mobile stylists, thereby leveling their market opportunities and enabling them to obtain products necessary for nail styling at lower prices during the Promotion, i.e., without incurring significant financial outlays.

Under no circumstances is the Promotion intended for entrepreneurs who sell cosmetic products as part of their business activities, including INDIGO NAILS products (distributors, sub-distributors, wholesalers).

The purpose of the Promotion is not for entities professionally engaged in the sale of cosmetic products, including INDIGO NAILS products, to participate in the Promotion, purchase products at lower promotional prices, or obtain rewards, and subsequently sell the products obtained at a lower price or as a reward for an even greater profit within their sales business. The Organizer strongly opposes such actions, and consequences will be taken against persons who participate in the Promotion despite not meeting the participation requirements.

§ 1. Organizer and Duration of the Promotion

1. The organizers of the "Calendar Promotion" (hereinafter: the "Promotion") are:
 - a. **Via the online stores <https://www.indigo-nails.com/> and <https://www.indigo-nails.com/eu-de/>:** INDIGO NAILS Limited Liability Company with its registered office in Łódź, at ul. Senatorska 14/16, 93-192 Łódź, entered into the Register of Entrepreneurs by the District Court for Łódź-Śródmieście in Łódź, XX Commercial Division of the National Court Register under KRS number: 0001099337, NIP: 7292755541, and REGON: 52831975 (hereinafter: **Organizer 1**);
 - b. **Via the online store <https://www.indigo-nails.co.uk/>:** UNITED BEAUTY LIMITED – a company incorporated under British law, entered into the Companies House register under number 12076727, VAT: GB332687684, with its registered office at: 20-22 Wenlock Road, London, England, N1 7GU (hereinafter: **Organizer 2**);
 - c. **Via the online store <https://www.indigo-nails.es/>:** INDIGO NAILS ESPANA SL – a company incorporated under Spanish law, entered into the Registradores de Espana register, in the BARCELONA Register, under NIF number: B10731271, with its registered office at: Calle Gelabert 38, mezzanine 1^a, 08029 Barcelona (hereinafter: **Organizer 3**).

2. The Promotion shall last from **January 1, 2026**, until stocks are exhausted or until the Promotion is canceled by the Organizer (hereinafter: **Duration of the Promotion**) – whichever occurs first.
3. Promotions may also be organized by INDIGO NAILS distributors at their own discretion in their physical and online stores – the distributor's participation in the Promotion is voluntary.

§ 2. General Provisions

1. The Promotion shall be conducted in accordance with these Terms and Conditions.
2. Prior to participating in the Promotion, the Participant should read these Terms and Conditions, particularly the eligibility criteria and conditions for participation.
3. By entering the Promotion, the Participant confirms that they have read the Terms and Conditions, understand their provisions, and accept all the rules of the Promotion contained herein.

§ 3. Participation in the Promotion

1. The Promotion is open to both consumers—defined as natural persons performing a legal act under the terms of these Terms and Conditions not directly related to their business or professional activity—and entrepreneurs conducting business or professional activity in their own name, subject to paragraph 2 (hereinafter: the "**Participant**").
2. Distributors and sub-distributors of nail styling products, wholesalers, and persons listing products on online marketplaces are excluded from participating in the Promotion. This exclusion also applies to persons acting in a representative capacity for the aforementioned entities, as well as partners/shareholders of such entities. This exclusion does not apply to entities that do not professionally trade in cosmetic products and perform sales only individually or sporadically, to which the Participant agrees by accepting the Terms and Conditions and participating in the Promotion.
3. In the event that any of the persons mentioned in paragraph 2 participate in the Promotion, or if a Participant intends the products purchased under the Promotion for resale, the Organizer shall have the right:
 - a. If the items under the sales contract concluded during the Promotion have not yet been delivered – to withdraw from the sales contract (within 2 months of its conclusion) and withhold delivery, or to demand the difference between the standard price of the products and the promotional price paid by the Participant, making delivery conditional upon the payment of such difference – at the Organizer's discretion;
 - b. If the items under the sales contract concluded during the Promotion have already been delivered – to withdraw from the sales contract (within 2 months of its conclusion) and demand the return of the items, or to demand the difference between the standard price of the products and the promotional price paid by the Participant – at the Organizer's discretion.
4. Furthermore, in each of the cases described in paragraph 3, the Organizer may claim from the Participant the reimbursement of logistics costs related to the fulfillment of the promotional order in the amount of EUR 3.20 for each item included in the order.

§ 4. Terms and Conditions of the Promotion

1. A Participant takes part in the Promotion by placing an order during the Promotion period in the online store of any of the Organizers, i.e., at the following addresses:
 - a. <https://www.indigo-nails.com/>;
 - b. <https://www.indigo-nails.com/eu-de/>;
 - c. <https://www.indigo-nails.co.uk/>;
 - d. <https://www.indigo-nails.es/>.
2. The Promotion applies to orders placed during the Promotion period without territorial restrictions, subject to the territorial delivery terms applicable to the Organizer.
3. During the Promotion period, any Participant purchasing the product: **2026 Weekly Stylist Calendar**, will receive a **20% discount** at the price of **PLN 47.20 / €11.75 / £10.56**.
4. The discount will be applied automatically after adding the product to the shopping cart.

§ 5. Withdrawal from the Sales Contract

In the event that generally applicable laws grant the Participant the right to withdraw from the sales contract and return the products, the return of products purchased under the Promotion is possible only if it constitutes the entire set of new and unused items purchased within the Promotion.

§ 6. Complaints

1. All complaints regarding the conduct of the Promotion should be submitted by Participants via email to the Organizer with whom the order was placed.
2. In the case of a Promotion organized by:
 - a. **Organizer 1** – complaints shall be submitted to: reklamacje@indigo-nails.com or by post to the Organizer's registered office address specified in § 1 of the Regulations.
 - b. **Organizer 2** – complaints shall be submitted to: customerservice@indigo-nails.co.uk.
 - c. **Organizer 3** – complaints shall be submitted to: quejas@indigo-nails.es.
3. The complaint should include the note: "**Calendar Promotion**".
4. Complaints may be submitted throughout the duration of the Promotion, as well as up to 14 days from the date of delivery of the products subject to the sales contract concluded under the Promotion.
5. The complaint should include the following details of the person making the claim: first name, last name, and exact address, as well as a detailed description and reason for the complaint, and the claimant's request.
6. Complaints submitted after the deadline or not containing the information referred to in section 5 will not be considered.
7. Complaints will be reviewed promptly, but no later than within 30 days from the date of receipt by the Organizer.

§ 7. Personal Data Protection

1. The **Controller** of the Promotion Participants' personal data is the Organizer from whom the Participant purchased products under the Promotion.
2. Personal data collected in connection with the Promotion will be processed for the purpose of performing the sales contract, for accounting and bookkeeping purposes, as well as for the purpose of pursuing and defending against claims arising from the sales contract – based on the Controller's **legitimate legal interest**, which is the pursuit and defense of claims.

3. Participants' personal data may be disclosed to entities supporting the Organizer in the implementation of the Promotion, including in particular marketing agencies, courier companies, the Postal Operator, law firms, and accounting offices.
4. In connection with the processing of personal data by the Organizer, Participants are entitled to the following rights:
 - a. the right to **access** data and the right to request their **rectification, erasure, or restriction** of processing;
 - b. the right to **transfer** the provided personal data to another controller;
 - c. the right to **object** to the processing of data.
5. Participants also have the right to lodge a complaint with the competent **supervisory authority**.
6. Participants' personal data will be stored for the period during which it is possible to submit complaints, and in the case of a complaint – for the time necessary to process it, until the statute of limitations for claims expires.
7. Providing personal data is voluntary; however, it is a **necessary condition** for the performance of the sales contract. Consequently, failure to provide personal data will result in the inability to execute the sales contract.
8. Personal data will not be subject to **profiling**.
9. Personal data will not be transferred outside the **EEA** (European Economic Area) or to international organizations.

§ 8. Final Provisions

1. These Terms and Conditions are available throughout the duration of the Promotion on the Organizers' websites: <https://www.indigo-nails.com/>; <https://www.indigo-nails.com/eu-de/>; <https://www.indigo-nails.es> and <https://www.indigo-nails.co.uk>.
2. The Terms and Conditions shall enter into force on the day the Promotion begins.
3. During the Promotion period, order processing times may be extended.
4. By participating in the Promotion, the Participant accepts the rules contained in these Terms and Conditions and declares that they have read the rules set forth herein and raise no objections in this regard.
5. The Organizers reserve the right to amend these Terms and Conditions during the Promotion without giving a reason, provided that rights acquired by Participants prior to the amendment will be respected. In particular, the Organizers reserve the right to shorten the duration of the Promotion or to exclude individual items from the Promotion due to stock exhaustion.