

## **PROMOTION REGULATIONS "Calendars 2024" (hereinafter: "Regulations")**

### **PREAMBLE**

The Promotion is not intended for entrepreneurs selling cosmetic products including INDIGO NAILS brand products as part of their business activity (distributors, sub-distributors, wholesalers).

The Promotion is not aimed at entities professionally involved in the sale of cosmetic products, including products of the INDIGO NAILS brand, participating in the Promotion, purchasing products at lower promotional prices, and then selling the products obtained at the lower price at an even higher profit for their sales activity. Such actions are strongly objected to by the Organiser, and consequences shall be drawn against persons who participate in the Promotion even though they do not meet the conditions of participation.

Products purchased as part of the Promotion are strictly forbidden to be sold.

### **I. Organiser and Duration of the Promotion**

1. The organiser of the Promotion "Calendars 2024" (hereinafter: "Promotion"):
  - a. via the online shop <https://www.indigo-nails.com/> and <https://www.indigo-nails.com/eu-de/> is INDIGO NAILS spółka z ograniczoną odpowiedzialnością with its registered office in Łódź, ul. Senatorska 14/16, 93-192 Łódź, entered in the Register of Entrepreneurs by the District Court for Łódź-Śródmieście in Łódź, XX Economic Division of the National Court Register under KRS number: 0000919132, holding NIP: 7272792881 and REGON: 101805889 (hereinafter: Organiser 1)
  - b. via the online shop <https://www.indigo-nails.co.uk> is UNITED BEAUTY LIMITED - a company incorporated under the laws of the United Kingdom, entered in the Companies House register under the number 12076727, VAT: GB332687684, with its registered office at: 20-22 Wenlock Road, London, England, N1 7GU (hereinafter: Organiser 2).
2. The Promotion will run from 08.01.2024 at 00:01 (GMT +2) until 21.01.2024 at 23:59 (CET +2) or until stocks last or the Promotion is cancelled by the Organiser (hereinafter: Promotion Period).
3. Each Organiser shall be responsible separately for running the Promotion, changing its rules or cancelling it.

### **II. General Provisions**

1. The Promotion shall be conducted in accordance with these Terms and Conditions.
2. Before entering the Promotion, the Participant shall read the Terms and Conditions, in particular the terms and conditions of participation in the Promotion.
3. By entering the Promotion, the Participant confirms that he/she has read the Terms and Conditions, understands their provisions, and accepts all rules of the Promotion contained in the Terms and Conditions.

### **III. Participation in the Promotion**

1. A consumer, i.e. a natural person making a legal action under the terms of these Terms and Conditions, not directly related to their business or professional activity, as

well as an entrepreneur running a business or professional activity on their own behalf, may participate in the Promotion, subject to point 2.

2. The Promotion shall not be open to distributors and sub-distributors of nail styling products, wholesalers and persons who display products in marketplaces - this shall also apply to persons who perform a representative function in the aforementioned entities, as well as partners in the aforementioned entities. The exclusion shall not apply to entities which do not sell cosmetic products professionally, and sell individually or occasionally, to which the Participant, by accepting the Terms and Conditions and participating in the Promotion, agrees.
3. In the event that any of the persons listed in Subparagraph 2 participate in the Promotion, or in the event that the Participant allocates the products purchased in the Promotion for sale, the Organiser shall have the right:
  - a. If there has been no release of an object of sale contract entered into during the Promotion - to withdraw from the sales contract (within 2 months of entering into it) and not release the object of sale contract, or to demand the difference between the price of the products not included in the Promotion and the price for which the Participant purchased the products under the Promotion conditioning the release of the object of sale on payment of the difference - depending on the decision of the Organiser;
  - b. If the subject of the sales agreement entered into during the Promotion has been handed over - withdraw from the sales agreement (within 2 months from entering into it) and demand the return of the subject of sale or demand the difference between the price of the products not included in the Promotion and the price for which the Participant purchased the products within the Promotion - depending on the decision of the Organiser.
4. In addition, in each of the cases described in Subparagraph 3, the Organiser may claim reimbursement of the logistic costs connected with processing an order covered by the Promotion from the Participant.

#### **IV. Terms and conditions of the Promotion**

1. The Participant takes part in the Promotion by placing an order during the Promotion period:
  - a. in the Indigo Nails online shop at <https://www.indigo-nails.com/>, <https://www.indigo-nails.com/eu-de/>, <https://www.indigo-nails.co.uk/>;
  - b. at the Indigo Nails stationary shop located at 14/16 Senatorska Street, 93-192 in Łódź.
2. The Promotion applies to orders placed during the Promotion without territorial restrictions, subject to the Organiser's territorial delivery conditions.
3. The Promotion is based on the fact that during the Promotion the Participant can buy:
  - a. Daily Calendar for 2024 in A5 format (Pink and Grey, Pink, Peach, Pink and Turquoise) at a price of PLN 42/ EUR 9.5/ GBP 8.4 instead of PLN 65/ EUR 15/ GBP 13;
  - b. Weekly Calendar for 2024 in B5 format (Pink and Grey, Pink, Peach, Pink and Turquoise) at PLN 38/ EUR 8.5/ GBP 7.8 instead of PLN 59/ EUR 13.5/ GBP 12.
4. Promotions will accrue automatically when you add products to your basket.
5. Joining the Promotion is voluntary.
6. During the Promotion, each Participant may place any number of orders.

## **V. Withdrawal from the sales contract**

In the event that generally applicable law grants the Participant the right to withdraw from the contract of sale and return the products, the return of the products purchased in the Promotion is possible insofar as it constitutes a whole set of new and unused items purchased in the Promotion.

## **VI. Complaints**

1. All complaints regarding the way in which the Promotion is conducted should be made by Participants by email to the Organiser with whom they placed the order.
2. In the case of the Promotion organised by:
  - a. Organiser 1 - complaints shall be submitted to: reklamacje@indigo-nails.com or by post to the Organiser's registered office address given in point I of the Regulations.
  - b. Organiser 2 - complaints shall be submitted to the following address: customerservice@indigo-nails.co.uk.
3. The complaint should include the note: "Promotion Calendars 2024".
4. Complaints may be submitted throughout the Promotion and up to 14 days from the date of release of the products being the subject of the sales agreement concluded under the Promotion.
5. The complaint should contain the following data of the person making the complaint: first name, surname and exact address, as well as the exact description and reason for the complaint and the claim of the person making the complaint.
6. Complaints lodged after the deadline or not containing the information referred to in Clause 5 shall not be examined.
7. Complaints shall be considered immediately, however no later than within 30 days of their receipt by the Organiser.

## **VII. Protection of personal data**

1. The Administrator of the Promotion Participants' personal data shall be the Organiser.
2. The personal data collected in connection with the Promotion shall be processed for the purpose of performance of the Sales Agreement, for accounting purposes, and also for the purpose of pursuing claims and defending against claims under the Sales Agreement - on the basis of a justified legal interest of the Administrator which is the pursuit of claims and defending against claims.
3. The Participants' personal data may be disclosed to entities supporting the Organiser in the implementation of the Promotion, including in particular marketing agencies, courier companies, the Postal Operator, a law firm, an accounting office.
4. In connection with the Organiser's processing of personal data, Participants shall have the following rights:
  - a. the right of access to the data and the right to request rectification, erasure or restriction of its processing;
  - b. The right to transfer the personal data provided to another controller;
  - c. The right to object to the processing of the data.
5. Participants also have the right to lodge a complaint with the President of the Office for Personal Data Protection.

6. The Promotion Participants' personal data shall be stored for the period during which it is possible to make a complaint, and in the case of a complaint - for the time necessary to consider the complaint, until the statute of limitations for claims.
7. Providing personal data is voluntary, however, it is a necessary condition for the performance of the sales agreement. The consequence of failing to provide personal data will therefore be that the sales contract cannot be fulfilled.

### **VIII. Final provisions**

1. These Terms and Conditions are available throughout the Promotion on the following websites: <https://www.indigo-nails.com/>, <https://www.indigo-nails.com/eu-de/> and <https://www.indigo-nails.co.uk>.
2. These Terms and Conditions come into force on the day the Promotion starts.
3. During the Promotion period the lead time may be extended.
4. By participating in the Promotion, the Participant accepts the rules contained in these Terms and Conditions and declares that he/she has familiarised himself/herself with the Promotion and does not raise any objections in this respect.
5. The Organiser reserves the right to change these Terms and Conditions during the Promotion, without giving any reason, with the proviso that the rights acquired by the Participants before the change shall be respected. In particular, the Organiser reserves the right to shorten the Promotion duration or to exclude particular items from the Promotion as a result of running out of stock. The Organiser may make such a decision separately.