

RULES OF PROCEDURE OF THE "INDIGO500K" COMPETITION (hereinafter referred to as the "Rules").

This competition is dedicated to nail stylists - those who run beauty salons, as well as those who perform nail styling services as employees of beauty salons or as freelancers.

By organising this Competition the organiser wishes to support, through prizes in kind, smaller entrepreneurs who provide nail styling services using INDIGO NAILS products, levelling their chances on the market and making it possible to obtain the products necessary for nail styling as prizes, i.e. without financial expenditure.

In any case, this competition is not intended for entrepreneurs selling cosmetic products including INDIGO NAILS brand products as part of their business activities (distributors, sub-distributors, wholesalers). The aim of the Competition is not for entrepreneurs professionally involved in the sale of cosmetic products, including products under the INDIGO NAILS brand, to take part in the Competition, win prizes and then sell the products obtained as prizes at an even higher profit for their sales activities.

Such actions are strongly objected to by the Organiser, and consequences will be drawn against those who take part in the Competition despite not meeting the conditions of participation.

I. Organizer

The organiser of the "Indigo500k" Competition (hereinafter referred to as the "Competition") is INDIGO NAILS limited liability company with its registered office in Łódź, ul. Senatorska 14/16, 93-192 Łódź, registered in the Register of Entrepreneurs by the District Court for Łódź-Śródmieście in Łódź, XX Economic Division of the National Court Register under KRS no.: 0000919132, with NIP: 7272792881 and REGON: 101805889, share capital: PLN 12,001,303.33, BDO: 000034717 (hereinafter: Organiser).

II. General provisions

1. The competition takes place on Instagram.
2. The Contest is not a game of chance, lottery, pari-mutuel betting, promotional lottery, game whose result depends on chance, or any other form of game provided for in the Act of 19 November 2009 on Gambling.
3. The Competition will be held in accordance with these Terms and Conditions.
4. Before entering the Competition, the Participant should read the Rules.
5. By entering the Competition, the Participant confirms that he/she has read the Regulations, understands its provisions and accepts all the rules of the Competition contained in the Regulations.

III. Conditions of participation

1. The Competition is open to natural persons (hereinafter: "Participant" or "Participants") meeting the following conditions:
 - have full legal capacity and, in the case of persons with limited legal capacity, the consent of their statutory representative to participate in the Competition;
 - have a public account on Instagram;
 - have a correspondence address in the territory of the Republic of Poland (dispatch of prizes is only possible in Poland).
2. Employees of the Organizer, including those employed on the basis of civil law contracts, and other possible entities directly involved in preparing and conducting

the Competition, as well as members of their immediate families, are not allowed to participate in the Competition. Members of the immediate family are understood as: ascendants, descendants, persons in an adoption relationship, siblings, spouses, spouses of siblings, relatives and relations by affinity.

3. The Competition is not open to distributors, sub-distributors of the Organiser, wholesalers, as well as persons who exhibit products in the market place - the above also applies to persons who perform a representative function in the aforementioned entities, as well as partners in the aforementioned entities. The exclusion does not apply to entities which do not sell cosmetic products professionally, and sell individually or occasionally.
4. In the event that any of the persons mentioned under point 2 or 3 takes part in the Competition and has acquired the right to the Prize, the Organiser shall have the right:
 - a. If the Prize has not been dispatched - to deprive the participant of the right to the Prize due to failure to meet the conditions of participation in the Competition, which will entail the Prize not being dispatched;
 - b. If the Prize has been dispatched, to deprive the participant of their right to the Prize due to a failure to comply with the conditions of participation in the Competition, with the consequence of claiming a return of the Prize in kind or claiming a refund of the value of the Prize - depending on the Organizer's decision;

In addition, in any of these cases, the Organizer may claim from the participant a reimbursement of logistical costs (verification of eligibility to participate in the Contest, processing of the Contest with the participant) related to the execution of the Contest in the amount of EUR 3.20 per each item comprising the Prize.

IV. Rules of participation in the Competition

1. The Contest consists of a Participant adding a post on the Instagram platform in which he/she tells his/her nail story (Post or Contest Entry). The post can take the form of a photo, carousel or reels. In the story, the Participant should refer to their favourite colour from the SPRING 2024 SPRING COLLECTION.
2. To participate in the Contest, the Post must include the hashtag #Indigo500k and be published between 15, and 24 April 2024 (Central European Time).
3. You can take part in the Contest more than once, each Entry is taken into account.

V. Prize in the Competition

1. The Organiser will determine the 5 Participants who will receive the Prizes (the Winners).
2. The criterion for awarding the Prize shall be the creativity of the Contest Work.
3. The prize in the Competition is: a set of the Spring 2024 ALL collection [PLN 944].
4. The Competition will be resolved by 30 April 2024.
5. The settlement will be announced by the Organiser on Instagram on the Organiser's profile in the form of insta stories tagging the Winners' profiles. The Organiser will then contact each of the Winners in a private message on Instagram to arrange dispatch of the Prize.
6. Dispatch of the Prizes will take place by 12 May 2024.
7. One Participant may only receive one Prize.

8. The Winner may not request the Prize to be exchanged for a cash equivalent or any other form of compensation, nor may the Winner transfer the right to the Prize to a third party
9. The Winner may waive his/her right to the Prize.
10. The Organiser shall have the right to exclude from the Contest and deprive of the right to the Prize any Contestant who participates in the Contest despite not fulfilling the conditions of participation, any Contestant who violates these Regulations, as well as any Contestant who acts contrary to the law or good manners, in particular when the Contest Work (recording, photo, The Contest Work (recording, photo, description under the Contest Work) contains content that is commonly regarded as offensive, violating or suggesting a violation of the law, morality or good manners, the dignity or rights of third parties, including, in particular, elements related to violence, discrimination, nudity, drugs, alcohol or tobacco, religious sentiments or that otherwise violate the applicable laws or the Rules of Procedure.

VI. Complaints

1. All complaints regarding the way the Contest was conducted and the transfer of Prizes should be submitted by Participants by e-mail to reklamacje@indigo-nails.com or by post to the Organizer's registered office address given in point I of the Regulations, with the annotation: "Indigo500k"-complaint, in the case of Participants of the Competition - within 14 days from the date of announcement of the results of the Competition; in the case of Winners - within 14 days from the date of receipt of the Prize.
2. The complaint should contain the following data of the person submitting the complaint: his/her name, surname and exact address, as well as the exact description and reason for the complaint and the claim of the person submitting the complaint.
3. Complaints submitted after the deadline or not containing the information referred to in paragraph 2 shall not be considered. The following shall be deemed the date of sending the complaint: a) in the case of complaints made in writing - the date of the postmark on the parcel containing the complaint; b) in the case of complaints made in the form of an e-mail - the date on which the Organiser confirmed receipt of the complaint.
4. Complaints will be considered immediately, however no later than within 30 days of their receipt by the Organiser.

VII. Personal data protection

1. The Administrator of the personal data of the Contest Entrants is the Organiser.
2. Personal data collected in connection with the Competition will be processed in order to execute the Competition and issue the Prize. The data is processed on the basis of the Participants' consent to participate in the Competition - which is done by taking part in the Competition, as well as for tax purposes and for the purpose of pursuing claims or defending against claims, which constitutes a legitimate legal interest of the Organiser (art. 6 par. 1 pt. a, c, f GDPR).
3. Participants' personal data may be disclosed to entities supporting the co-administrators in the execution of the Competition, including in particular marketing agencies, courier companies, the Polish Post Office, a law firm, an accounting office.

4. In relation to the processing of personal data by the Organiser, Participants have the following rights: a) the right to access the data and the right to request their rectification, erasure or restriction of data processing. b) the right to transfer the provided personal data to another administrator. c) the right to withdraw consent to data processing. d) 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. The personal data of the Contest Participants will be stored for the period of limitation of claims.
7. Providing personal data for the execution of the Competition, is voluntary. However, the provision of this data is a necessary condition for participation in the Competition, including in particular the provision of the Prize to the winner. The consequence of failing to provide personal data is that the Prize cannot be received from the Organiser.
8. Personal data will not be transferred outside the EEA.
9. Personal data will not be subject to profiling.

VIII. Final provisions

1. These Rules are available throughout the duration of the Competition on the website <https://www.indigo-nails.com/pl-en/>.
2. The Rules of Procedure enter into force on the day the Contest begins.
3. The Organiser may change the Rules of the Contest at any time, of which it will inform Participants on its website and on Instagram. In the case of changes to the Rules, these changes will not affect the rights already acquired by the Participants.
4. The Terms and Conditions as amended shall be valid from the moment of publication.