

REGULATIONS OF THE DECEMBER PROMOTION (hereinafter referred to as "Regulations").

Preamble

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

By organising this Promotion, the organiser wants to support smaller entrepreneurs who provide nail styling services using INDIGO NAILS products, both those who run beauty salons and those who perform nail styling as employees of beauty salons or on a freelance basis.

Under no circumstances is the Promotion intended for entrepreneurs selling cosmetic products including INDIGO NAILS brand products as part of their business activities (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.

I. Organiser and Duration of the Promotion

1. The Organiser of the December Promotion (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 number 101805889 (hereinafter: Organizer 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, registered at Companies House under the number 12076727, VAT: GB332687684, with its registered office at : 20-22 Wenlock Road, London, England, N1 7GU (hereinafter: the Organiser 2),
 - c. through the online shop <https://www.indigo-nails.es> is INDIGO NAILS ESPANA SL, a company incorporated under Spanish law, registered in the Registradores de Espana, in the Registry of BARCELONA, under NIF: B10731271, with its registered office at : Calle Gelabert 38, mezzanine 1^a, 08029 Barcelona. (hereinafter: Organiser 3)
2. The Promotion will run from 1 December 2023 at 00:01 (GMT +2 Central European Time) until 31 December 2023 at 23:59 (CET +2) (hereinafter: Promotion Duration)
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 carried out 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 for 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 may participate in the Promotion, 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, subject to Paragraph 2.
2. The Promotion shall not be open to distributors and dealers of nail styling products, wholesalers, as well as 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 an object of sale entered into during the Promotion has not been handed over - withdraw from the sales agreement (within 2 months from entering into it) and not hand over the object 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 in the Promotion conditional on handing over the object of sale subject to 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 logistic costs related to the implementation of the order covered by the Promotion from the Participant.

IV. Terms and Conditions of the Promotion

1. The Participant shall participate in the Promotion by purchasing products covered by the Promotion with the Organiser during the Promotion Period.
2. The Promotion applies to orders placed during the Promotion Period without territorial restrictions, subject to the territorial terms of delivery applicable to the Organiser.
3. The Promotion includes:
 - a. Hybrid lacquers, tops and bases (without Protein Base Removable in capacities 7, 13, 30ml) which can be purchased on the 3+1 rule, i.e. by purchasing four products the Participant pays for the 3 most expensive

products, the cheapest product is included in the price. Capacities can be combined with the proviso that the cheapest product is always at the price of the other 3. Promotion does not apply to: Protein Base Removable in 7, 13, 30ml, as well as the polishes from the Shimmer Collection named: Dj Blue Gel Polish 7ml, Rita Favorita Gel Polish 7ml, Poseidon Gel Polish 7ml, Oscar Dress Gel Polish 7ml, Migotek Gel Polish 7ml, Emerald Gel Polish 7ml, Caviar Gel Polish 7ml and from the Cat Eye collection: Metalinda Gel Polish 7ml, Rock Roxana Gel Polish 7ml, Ironwoman Gel Polish 7ml, Terminator Gel Polish 7ml, Dark Mark Gel Polish 7ml, Funky Fela Gel Polish 7ml, Zombie Gel Polish 7ml, Scarlet Bordonson Gel Polish 7ml, Hannibal Gel Polish 7ml, Amethystia Gel Polish 7ml.

- b. Home SPA Kit at the price of 65 PLN/ 15.50EUR /14.50GBP/ 14USD instead of 79 PLN/18.9 EUR/ 17.6 GBP/ 17 USD (Promotion does not apply to Promoter 3)
 - c. Home SPA Fanabaeria + Pop Sugar set in the price of 56 PLN/14 EUR/ 13 GBP/ 13 USD instead of 69 PLN/ 17 EUR/ 15.5 GBP/ 16 USD
 - d. UV gels can be purchased on a 3+1 basis, i.e. by purchasing four products, the Participant pays for the 3 most expensive products, the cheapest product is included. Capacities can be combined - with the proviso that the cheapest product is always at the price of the other 3. Promotion does not apply to: Easy Shape Light Rose, Easy Shape Cover, Easy Shape Milky Pink
 - e. Creams and lotions 300ml, which can be purchased on a 3+1 basis i.e. by purchasing four products the Participant pays for the 3 most expensive products, the cheapest product is included in the price. Creams and lotions can be combined and fragrances can be mixed in an order covered by the Promotion. Promotion does not apply to Pine & Clove, Vanilla & Leather fragrances, which premiere in December 2023.
 - f. Cat Eye set → 10 gel polishes from the Cat Eye collection + online course "Magnetic embellishments" available on the platform <https://edu.indigo-nails.com/kursy/> Tip Top 7ml Not For Sale + magnet - at the price of Z£359/96 EUR/87 GBP/ 88 USD instead of Z£570.98/ 147.7 EUR/ 132.3 GBP/ 137.8 USD; In the case of purchasing the set in the shop <https://www.indigo-nails.com/>, access to the course will be transferred with the order. In all other cases, access to the course will be granted in the form of a code sent by the Organiser by email, after the order has been processed.
4. Additionally, the Organiser 2 introduces the Cream della Cream set to the Promotion at the price of 56 PLN/14 EUR/13 GBP/13 USD instead of 69 PLN/ 17 EUR/15.5 GBP/ 16 USD.
 5. Promotions will be calculated automatically after adding products to the basket.

VII. Withdrawal from the sales contract

In the event that provisions of generally applicable law grant the Participant the right to withdraw from the sales contract 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.

VIII. Complaints

1. Any complaints regarding the way in which the Promotion is conducted shall be submitted 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: customerservice@indigo-nails.co.uk
 - c. Organiser 3 - complaints will be submitted to: quejas@indigo-nails.es
3. The complaint should include the note: "December Promotion".
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 6 shall not be examined.
7. Complaints will be considered immediately, however no later than within 30 days of their receipt by the Organiser.

IX. 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 not providing personal data will therefore be that the sales contract cannot be fulfilled.

X. 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/>, <https://www.indigo-nails.co.uk>, <https://www.indigo-nails.es>.
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. The Participant taking part in the Promotion accepts the rules set out in these Terms and Conditions and declares that he/she has familiarised himself/herself with the rules set out in these Terms and Conditions 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 duration of the Promotion or to exclude individual items from the Promotion as a result of running out of stock. Each Organiser may make such a decision separately.