

## **REGULATIONS of the Promotion "Lucky thirteen" (hereinafter: "Regulations").**

### **Preamble**

*This Promotion is dedicated to stylists - both those who run beauty parlours and those who perform nail styling services as employees of beauty parlours or ambulant.*

*By organising this Promotion, the Organiser wishes to support smaller entrepreneurs who provide nail styling services on INDIGO NAILS products, both those who run beauty parlours, as well as those who perform nail styling as employees of beauty parlours or ambulant persons.*

*It is not the purpose of the Promotion to make entities professionally involved in the sale of cosmetic products, including products of the INDIGO NAILS brand, participate in the Promotion, buy products at lower, promotional prices, and then sell the products obtained at the lower price at an even higher profit for their sales activities. 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 Promotion "Lucky thirteen" (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 no.: 0000919132, holding NIP: 7272792881 and REGON: 101805889, share capital: PLN 12,001,303.33, BDO: 000034717 (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, registered with Companies House under the number 12076727, VAT: GB332687684, whose registered office is at: 20-22 Wenlock Road, London, England, N1 7GU (hereinafter: 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<sup>a</sup>, 08029 Barcelona. (hereinafter: Organiser 3);
  - d. stationary, i.e. the headquarters of Indigo Nails Sp. z o.o. with its registered office in Łódź in the Showroom (hereinafter: Organizer 4);
  - e. entrepreneurs selling cosmetic products including INDIGO NAILS products as part of their business activity (sales representatives, distributors, sub-distributors, wholesalers) who joined the Promotion - both in Poland and outside the country (hereinafter: Organiser No. 5).
2. The Promotion shall last from 12.02.2024 at 00:01 (GMT +2) until 12.02.2024 at 23:59 (CET +2) (hereinafter: Promotion Period).

### **II. General provisions**

1. The Promotion shall take place in accordance with these Terms and Conditions.

2. Before entering the Promotion, the Participant shall read these 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**

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.

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

1. The Participant shall participate in the Promotion by placing an order during the Promotion period in the Organiser's online shop at the addresses indicated in point I sub-points (a) to (c) and stationary at the points indicated in point I sub-points (d) to (e).
2. The Promotion applies to orders placed during the Promotion without territorial restrictions, subject to the territorial terms of delivery applicable to the Organiser.
3. The Promotion is based on the fact that during the Promotion the Participant may purchase:
  - a. Protein Base - in 7 ml, 13 ml, 30 ml capacities
  - b. Glammer Silver
  - c. Tip Top - 7ml, 13ml
  - d. Cover Pink - 5ml, 30ml
  - e. Easy Shape Light Rose - 5ml, 15ml, 30ml, 50ml
  - f. Mermaid Effect Black
  - g. Bella Stella Gel Polish 7ml
  - h. Pana Cotta acrylic gel 30g
  - i. Mineral Base Natural - 7ml, 13ml
  - j. Builder Color Gel pink
  - k. Whitemin Base
  - l. Super Matte - 7ml, 13ml
  - m. Mr. Black Gel Polish 7ml- with a discount of -13%, calculated from the regular price of each product listed in point 3 above.
4. In addition, with the exception of the purchase of products at the promotional price referred to in point 3 above, the Promotion consists in the fact that during the Promotion the Participant may buy:
  - a. a set consisting of all the products referred to in point 3 above in the chosen volume - with a discount of -20%, calculated from the regular price of each product listed in point 3 above. The set will be made available for sale as 1 product at an already appropriate price, i.e. the price with the calculated discount.
5. The following is the composition of the kit mentioned in point 4 above:
  - a. Protein Base 30 ml;
  - b. Glammer Silver;
  - c. Tip Top 13 ml;

- d. Cover Pink 30 ml;
  - e. Easy Shape Light Rose 50 ml;
  - f. Mermaid Effect Black;
  - g. Bella Stella Gel Polish 7ml
  - h. Pana Cotta acrylic gel 30g;
  - i. Mineral Base Natural 13ml;
  - j. Builder Color Gel pink 15ml;
  - k. Whitemin Base 7ml;
  - l. Super Matte 7ml;
  - m. Mr. Black Gel Polish 7ml.
6. Promotions will accrue automatically when the products are added to the basket - only applies to the discount of 13%, calculated on the starting price of the product. The set mentioned in point 4 above will be added to the cart as a separate product at a correspondingly - lower price, i.e. PLN 615 instead of PLN 769.00 / EUR 615 instead of EUR 207 / GBP 147 instead of GBP 184.80 / USD 152 instead of USD 190.
  7. Joining the Promotion is voluntary.
  8. During the Promotion, each Participant may place any number of orders.

#### **V. Withdrawal from sales agreement**

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 the Promotion is conducted should be submitted by Participants by email to the Organiser.
2. Complaints shall be submitted to:
  - a. in the case of Organiser No. 1 and Organiser No. 4 - reklamacje@indigo-nails.com
  - b. for Organiser no. 2 - customerservice@indigo-nails.co.uk;
  - c. in the case of Organiser No. 3 - quejas@indigo-nails.es;
  - d. for Organizer no. 5 - contact the distributor / sales representative directly.
3. The complaint should include the wording "Lucky Thirteen".
4. Complaints may be submitted throughout the Promotion and up to 14 days from the date of delivery 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 will 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. Personal data collected in connection with the Promotion shall be processed for the purpose of performance of the Sales Agreement, for accounting purposes, as well as 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.

### **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> and <https://www.indigo-nails.es/>.Regulamin shall enter into force on the day the Promotion starts.
2. During the Promotion period the lead time may be extended.
3. 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 rules set out in these Terms and Conditions and does not raise any objections in this respect.
4. 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.