

REGULATIONS OF THE PROMOTION AND COMPETITION entitled "10th Indigo Conference" (hereinafter referred to as the "Regulations").

Preamble

The present Promotion and the Contest are dedicated to stylists - both those who run beauty parlours, as well as those who perform nail styling as employees of beauty parlours or as freelancers.

By organising this Promotion and the Competition, the Organiser wishes to support, through material prizes, smaller entrepreneurs who provide nail styling services with INDIGO NAILS products, both those who run beauty parlours, as well as those who perform nail styling as employees of beauty parlours or door-to-door, thus levelling their chances on the market and making it possible to obtain the products necessary for nail styling as prizes, i.e. without incurring any financial expenditure.

In any case, the Promotion and the Competition are not intended for entrepreneurs selling cosmetic products including INDIGO NAILS brand products as part of their business activity (distributors, sub-distributors, wholesalers). The Promotion and the Competition are not intended for entities professionally involved in the sale of cosmetic products, including products of the INDIGO NAILS brand, to take part in the Promotion and the Competition, buy products at lower promotional prices or win prizes, and then sell the products obtained at a cheaper price or as prizes at an even higher profit for their sales activity.

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

I. Organiser and Duration of the Promo

1. The organiser of the Promotion "Conference Promotion v. 10" (hereinafter: "Promotion") is:

- a. via the online shop <https://www.indigo-nails.com/> and <https://www.indigo-nails.com/eu-de/> 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: the Organiser 1),
- b. via the online shop <https://www.indigo-nails.co.uk> 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> 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 during the 10th Indigo Conference, which will take place on 18 November 2023 from 10:00 a.m. (GMT +2 Central European Time) until 19 November 2023 at 11:59 p.m. (GMT +2 Central European Time) (hereinafter: Promotion Duration or Conference).
3. Each Organiser is separately responsible for running the Promotion, changing its rules or cancelling it.
4. The Organisers jointly organise a Competition for the three highest orders placed during the Promotion. The Competition is linked to participation in the Promotion.

II. General provisions

1. The Promotion and the Contest shall be carried out in accordance with these Terms and Conditions.
2. Before entering the Promotion and the Contest, the Participant shall read the Terms and Conditions, in particular the Terms and Conditions of the Promotion and the Contest.
3. By entering the Promotion, the Participant confirms that he/she has read the Terms and Conditions, understands the Terms and Conditions, and accepts all rules of the Promotion contained in the Terms and Conditions, including agreeing to take part in the Contest which is linked with the Promotion.

III. Participation in the Promotion and Contest

1. The Promotion and the Promotion and the Competition shall be open to participation by a consumer, i.e. a natural person making a legal action under the terms of these Terms and Conditions, not directly connected with his/her business or professional activity, as well as an entrepreneur, i.e. a natural person, legal person and organisational unit referred to in Article 33(1) § 1 of the Polish Civil Code. (according to Polish law), running a business or professional activity on its own behalf, subject to Clause 2.
2. Sub-distributors of the Organiser, wholesalers, as well as persons who display products in market squares, cannot participate in the Promotion and the Competition - this shall also apply to persons who perform a representative function in the above mentioned entities, as well as partners in the above mentioned 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 mentioned in point 2 above participate in the Promotion, the Organiser shall have the right:
 - a. If there has been no release of the subject of the sales agreement entered into during the Conference - to withdraw from the sales agreement (within 2 months of entering into it) and not to release the subject of the sales agreement, or to claim 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 subject of the sales agreement on payment of the difference - depending on the decision of the Organiser;
 - b. If the object of the sales agreement concluded during the Conference was released - withdraw from the sales agreement (within 2 months from its conclusion) and demand the return of 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 within the Promotion - depending on the decision of the Organiser;

4. In the event that any of the persons listed in point 2 or 3 took part in the Contest and 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 the participant's failure to meet the conditions of participation in the Contest, 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 Contest, 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;
5. In addition, in each of the cases described in Paragraphs 3 and 4, the Organiser may claim from the Participant reimbursement of logistic costs connected with the execution of the order covered by the Promotion and shipment of the Prize in the Contest.
6. The Participant undertakes not to sell the products obtained as part of the Prize for winning the Contest, under pain of the consequences described in paragraph 4b.

IV. Terms and Conditions of the Promotion

1. The Participant enters the Promotion by making a purchase with the Organiser of products included in the Promotion during the Conference.
2. The Promotion and the Contest shall apply to orders placed during the Promotion both in Poland and abroad through the shops run under the following links:
<https://www.indigo-nails.com/>, <https://www.indigo-nails.com/eu-de/>,
<https://www.indigo-nails.co.uk>, <https://www.indigo-nails.es>. The delivery rules and territorial scope of delivery are defined separately by each Organiser.
3. The Promotion includes:
 - a. Cat Eye promotional set - including 10 pieces of gel polish from the Cat Eye collection, an online decorating course available on the platform <https://kursy.indigo-nails.com>, TipTop 7 ml Not For Sale and a magnet sold for PLN 359/ EUR 96 / GBP87 instead of PLN 570.89/ EUR 98,8 / GBP 89,5, (access to the course mentioned above will be based on a discount code which: for orders placed via the shop : <https://www.indigo-nails.com/> - will be physically added to the order; for orders placed via the shop : <https://www.indigo-nails.com/eu-de/>, <https://www.indigo-nails.co.uk>, <https://www.indigo-nails.es>. - will be sent by e-mail to the address provided by the Participant within 21 November 2023),
 - b. Promotional Migotki set - including 7 pieces of gel polish from the Migotki collection, TipTop 7ml Not For Sale sold for PLN 245/ EUR 65 / GBP 60 instead of PLN 299,89/ EUR 80,20 / GBP 72,80,
 - c. Promotion 2 + 1 Creams and Lotions - which means that for the price of 2 creams or lotions with a capacity of 300ml, you can buy 3. When buying, you can combine creams with lotions and choose different fragrances. The discount will be calculated on the cheapest of the 3 products.
 - d. Promotion 2 + 1 Hybrid varnishes, bases, tops - which means that for the price of 2 hybrid varnishes, bases or tops with a capacity of: 7ml, 13ml, 30ml, you can buy 3, whereby the products can be mixed freely and the discount will be calculated on the cheapest one.

Excluded from the promotion are products from the Shimmer collection and the Cat Eye collection, as well as Marcysia Gel Polish 7ml.

- e. The 3 + 1 UV Gels promotion - which means that for the price of 3 products of: 5ml, 15ml, 30ml, 50ml you can purchase 4, whereby the products can be mixed freely and the discount will be calculated on the cheapest one. Excluded from the promotion are Easy Shape Light Rose, Eashy Shape Cover, Easy Shape Milky Pink,
 - f. For every shopping basket of the value equal to or exceeding 400 PLN, the Participant will receive a gift of Gel Polish in the colour Vintage Black 7ml
4. Promotions will count automatically when products are added to the basket.

V. Terms and conditions of the Promotion

1. The Organisers shall jointly select, in the form of a ranking, the three orders of the highest value placed during the Promotion within two weeks from the end of the Promotion. The competition will take into account orders placed via the online shop <https://www.indigo-nails.com/>, <https://www.indigo-nails.com/eu-de/>, <https://www.indigo-nails.co.uk>, <https://www.indigo-nails.es>. Participants who have placed the aforementioned orders shall receive the Prize (Winners). Depending on the place they have taken in the ranking, the Prize takes the form of:

- a. First place - milling machine and lamp with a total value of PLN 1,689.00;
- b. Second place - 6 Protein base 13 ml and 6 TipTop 13 ml with a value of PLN 851.88;
- c. Third place - 3 Protein base 13 ml and 3 TipTop 13 ml worth PLN 425.94.

2. The competition will be adjudicated and the Organisers will announce the details of the Winners by 04.12.2023. on each Organiser's Instagram.

3. For the purpose of evaluating the order with the highest value, the amount of the orders placed by the Participant through the online shops will be calculated as follows:

- a. <https://www.indigo-nails.co.uk>, in order to standardise the value of transactions, for the purpose of the Organisers' joint Competition, will be converted from British pounds sterling to Polish zlotys, according to the average exchange rate of the National Bank of Poland on the day the order is placed.
- b. <https://www.indigo-nails.com/eu-de/> and <https://www.indigo-nails.es> in order to standardize the value of the transaction, in order for the Organizers to conduct a joint Competition, will be converted from Euros to Polish Zloty, according to the average exchange rate of the National Bank of Poland from the day of placing the order.

4. The prizewinners will be informed of the awarding of the prize by the Organiser from whom they purchased the products by e-mail.

5. The Prizewinner is obliged to notify the Organiser from whom he/she received the e-mail message referred to in point 3 of the details for dispatch of the Prize within 7 days from the date of notification of awarding the Prize.

6. The Prize shall be forwarded to the Laureate by the Organiser with whom he/she has placed the order included in the ranking.

7. The Prize shall not be exchanged for a cash equivalent.

8. The Prizewinner may renounce the Prize, failure to provide shipping details within 7 days from the date of notification of awarding the Prize is tantamount to renouncing the Prize.

VI. Shipping and customs costs

1. For orders made outside:

- a. the territory of the Republic of Poland and the territory of the Federal Republic of Germany (for purchases made with the Organiser 1),
 - b. the territory of the United Kingdom (for purchases made with the Organiser 2),
 - c. the territory of Spain (for purchases made with the Organiser 3).
2. The Participant shall bear the cost of shipping of the order and any customs fees. In the event that the Prize is received by the Participant from outside the territory of the Republic of Poland, the Federal Republic of Germany, the United Kingdom, Spain, the Participant shall bear the cost of dispatch of the Prize and customs fees related thereto.

VII. Withdrawal from the contract of sale

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

VIII. Complaints

1. All complaints regarding the way in which the Promotion is conducted shall be submitted by Participants by email to the Organiser with whom they placed their order.
2. In the case of the Promotion organised by:
 - a. Organiser 1 - complaints shall be submitted to: konferencja@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 address: customerservice@indigo-nails.co.uk.
 - c. Organiser 3 complaints will be submitted to: quejas@indigo-nails.es.
3. The complaint should include the note: "Conference Promotion v. 10".
4. Complaints may be submitted throughout the entire duration of the Promotion, and also up to 14 days from the date of issue 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. The date of sending the complaint shall be deemed to be the date of sending:
 - a. in the case of complaints sent by post - the date of the postmark on the parcel containing the complaint;
 - b. in the case of complaints sent by e-mail - the date of confirmation of receipt of e-mail by the Organiser.
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 personal data of the Participants in the Promotion and the Contest shall be the Organisers.
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, as well as for the

purpose of pursuing claims and defending against claims under the Sales Agreement - on the basis of the Administrator's legitimate legal interest in pursuing 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 personal data of the Promotion Participants 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. The Terms and Conditions shall come into force on the day the Promotion starts,

3. During the period of the Promotion the lead time may be extended.

4. By participating in the Promotion and the Contest, the Participant accepts their Terms and Conditions and declares that he/she has familiarised himself/herself with the rules of the Promotion, as set out in the Terms and Conditions, and does not make any reservations in this respect.

5. The Organisers reserve 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 Organisers reserve 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.