

## **REGULATIONS of the Promotion "Black Friday Hedonista" (hereinafter "Regulations").**

*This Promotion is dedicated to consumers and make up artists - both those who run beauty salons, as well as those who perform make-up as employees of beauty salons or ambassadors.*

***By organising this Promotion, the organiser wants to support smaller entrepreneurs who provide make-up services using HEDONISTA products, levelling the market and enabling them to obtain the products they need to perform make-up at lower prices.***

***In no way is this Promotion intended for entrepreneurs who sell products to (distributors, sub-distributors, wholesalers, people who display the product in the market place) as part of their business. It is not the purpose of the Promotion for entities professionally involved in the sale of make-up products, including HEDONISTA products, to participate in the Promotion, purchase products at discounted prices and then sell the products thus obtained to make-up artists at an even higher profit for their business of selling.***

*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 "Black Friday Hedonista" (hereinafter: "Promotion") is.
  - For the Promotion organised via the online shop <http://www.hedonista.com/> - HEDONISTA limited liability company with registered office in Łódź at ul. Senatorska 14/16, 93-192 Łódź, registered in the Register of Entrepreneurs kept by the District Court for Łódź-Śródmieście in Łódź, XX Commercial Division under KRS no. 0000672395, holding REGON no. 367002658, NIP no.: 7272812721 (hereinafter: Organiser 1).
  - For the Promotion organised via the online shop [www.indigo-nails.com](http://www.indigo-nails.com) - INDIGO NAILS spółka z ograniczoną odpowiedzialnością with 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 2).
2. If the terms and conditions of the Terms and Conditions are the same for both Organisers the term "Organiser" shall be used in the Terms and Conditions. For the Promotion Participant, the Organiser shall be the entity from which he/she purchased products under the Promotion.
3. The Promotion shall last for the whole day 24.11.2023 i.e. from 00:01 to 23:59 (GMT +2) or until stocks last or the Promotion is cancelled by the Organiser (hereinafter: Promotion duration).

### **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 these 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. The Promotion 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 related to their business or professional activity, as well as an entrepreneur, i.e. a natural person, a legal person and an organisational unit referred to in Article 33(1) § 1 of the Civil Code, running a business or professional activity on their own behalf, subject to Paragraph 2.

2. Distributors, sub-distributors of the Organiser, wholesalers, and persons who display products in market places shall not participate in the Promotion - 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.

3. **The products purchased in the Promotion cannot be sold** - by participating in the Promotion the Participant undertakes that he/she shall not conduct further sales of the products purchased in the Promotion.

4. In the event that any of the persons listed in point 2 participate in the Promotion, the Organiser shall have the right:

- a. If an order placed under the Promotion has not been dispatched - cancel the order or claim the difference between the price not covered by the Promotion and the price for which the Participant purchased the products under the Promotion conditioning the fulfilment of the order on payment of the difference - depending on the decision of the Organiser;
- b. If an order placed under the Promotion has been dispatched - demand a return of the entire order covered by the Promotion or demand the difference between the price not covered by the Promotion and the price for which the Participant purchased products under the Promotion - depending on the decision of the Organiser;

In addition, in each of these cases, the Organiser may claim from the Participant reimbursement of logistic costs (verification of eligibility to participate in the Promotion, entering the order) related to the processing of the order under the Promotion in the amount of EUR 3.20 for each item constituting the order.

5. Point 4b shall apply if the Organiser finds that the Participant sells products purchased under the Promotion contrary to the prohibition in point 3.

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

1. The Participant shall participate in the Promotion by placing an order in the Organiser's online shop during the Promotion period.

2. The Promotion applies to orders placed during the Promotion without territorial restriction, subject to the fact that each Organiser shall determine the territorial scope of deliveries in its online shop

3. The Promotion consists of:

- a. The possibility to purchase three glosses or lipsticks for the price of two i.e. 2+1 on glosses and lipsticks;
- b. The opportunity to purchase MISS ALCHEMIST 100 ml highlighter and HOLD MY GOLD 100 ml highlighter for the price of 119 PLN/unit instead of 149 PLN/unit;

c. The possibility to buy 3 make-up brushes for the price of two i.e. 2+1 per brush. In case of Promotion from point 1) and 3), the final price will not take into account the cheapest product i.e. it will be determined by the price of the two most expensive products making up the order.

4. During the Promotion, the "Highlighter + Brush" promotion mentioned under the link: <https://www.hedonista.com/pl/regulamin-promocji-rozswietlacz-plus-pedzel> will be excluded.

## **V. Withdrawal from the contract of sale**

In the event that the 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 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 to the Organiser 1 shall be submitted to [shop@hedonista.com](mailto:shop@hedonista.com) or by post to the Organiser's registered office address given in point I of these Terms and Conditions.

3. Complaints to the Organiser 2 shall be submitted to [reklamacje@indigo-nails.com](mailto:reklamacje@indigo-nails.com) or by mail to the Organiser's registered office address as stated in point I of the Terms and Conditions.

4. The complaint should include the note: "Black Friday Hedonist Promotion".

5. Complaints may be submitted throughout the Promotion, however no later than 14 days from the date of delivery of the order covered by the Promotion.

6. The complaint should contain the following data of the complainant: name, surname and exact address, as well as the exact description and reason for the complaint, as well as the claim of the complainant.

7. 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

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.

8. Complaints shall be considered immediately, however no later than within 14 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. The Administrator shall be the Organiser from whom the Participant purchased products under the Promotion.

2. The personal data collected in connection with the Promotion shall be processed for the purpose of completing the order, for accounting purposes, and also for the purpose of pursuing claims and defending against claims under the Sales Agreement - on the basis of the Administrator's justified 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 Polish Post, a law firm, an accounting office.

4. In connection with the processing of personal data by the Organiser, Participants shall have the following rights:

- a. the right of access to the data and the right to request their rectification, erasure or restriction of their 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 fulfilment of the order. The consequence of failing to provide personal data will therefore be the impossibility of processing the order.

### **VIII. Final provisions**

1. These Terms and Conditions are available throughout the Promotion on the website [www.indigo-nails.com](http://www.indigo-nails.com) and <http://www.hedonista.com/>.

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.