

## **REGULATIONS of the PROMOTION "Summer Promotion" (hereinafter "Regulations").**

### **Preamble**

This Promotion is dedicated to stylists - both those who run beauty salons, as well as those who perform nail styling, either as employees of beauty salons or ambidextrously.

By organizing this Promotion, the Organizer wants to support smaller entrepreneurs who provide nail styling services on INDIGO NAILS products, both those who run beauty salons, as well as those who perform nail styling as employees of beauty salons or door-to-door.

In any case, **the Promotion is not intended for entrepreneurs who sell cosmetic products including INDIGO NAILS brand products as part of their business (distributors, sub-distributors, wholesalers).**

The purpose of the Promotion is not for entities professionally engaged in the sale of cosmetic products, including INDIGO NAILS brand products, to participate in the Promotion, purchase products at lower promotional prices, and then sell the products obtained at the lower price at an even higher profit for their sales business. Such actions are strongly opposed by the Organizer, and consequences will be drawn against those who participate in the Promotion despite not meeting the conditions of participation.

### **I. Organizer and duration of the Promotion**

1. The organizer of the Promotion "Summer Promotion" (hereinafter: "Promotion") - through:
  - a) online store <https://www.indigo-nails.com/eu-de/>, (hereinafter: Organizer No. 1);
  - b) online store <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, with its registered office at: 20-22 Wenlock Road, London, England, N1 7GU (hereinafter: Organizer 2);
  - c) online store <https://www.indigo-nails.es/> is INDIGO NAILS ESPANA SL - a company under Spanish law, registered in the Registradores de Espana, in the BARCELONA Registry, under NIF: B10731271, with its registered office at: Calle Gelabert 38, mezzanine 1<sup>a</sup>, 08029 Barcelona. (hereinafter: Organizer 3);
  - d) Indigo Nails stationary salon in Łódź at Senatorska Street 14/16, 93-192 and online store <https://www.indigo-nails.com/> is Indigo Nails Sp. z o.o. with its registered office in Łódź at Senatorska Street 14/16, 93-192 Łódź, registered in the Register of Entrepreneurs by the District Court for Łódź-Śródmieście in Łódź, XX Economic Department of the National Court Register under KRS number: 0000919132, having NIP: 7272792881 and REGON 101805889 (hereinafter: Organizer 4).
2. The promotion can also be organized by distributors of the INDIGO NAILS brand who have joined it.
3. The Promotion shall last from 01.07.2024 at 00:01 (CET) until 30.08.2024 at 23:59 (CET) or until stocks are exhausted or the Promotion is cancelled by the Organizer (hereinafter: Promotion Duration).
4. The promotion can also be organized by distributors on their own in the stationary and online stores they run - this is a voluntary participation.

### **II. General provisions**

1. The promotion will be held in accordance with these Regulations.
2. Before entering the Promotion, the Participant should read the Terms and Conditions, in particular, the terms and conditions of participation in the Promotion.
3. By applying for the Promotion, the Participant confirms that he/she has read the Terms and Conditions, understands its provisions and accepts all the rules of the Promotion contained in the Terms and Conditions.

### **III. Participation in the Promotion**

1. Both a consumer, i.e. a natural person performing a legal action under the terms of these Regulations, not directly related to his/her business or professional activity, as well as an entrepreneur conducting a business or professional activity on his/her own behalf, may participate in the Promotion, subject to paragraph 2.
2. The Promotion shall not be open to distributors and sub-distributors of nail styling products, wholesalers, as well as persons who display products in marketplaces - the above shall also apply to persons performing a representative function in the aforementioned entities, as well as partners in the aforementioned entities. The exclusion does not apply to entities that do not professionally deal with the sale of cosmetic products, and sell individually or occasionally, to which the Participant, by accepting the Rules and participating in the Promotion, agrees.
3. In the event that any of the persons listed in paragraph 2 participate in the Promotion, or in the event that the Participant allocates the products purchased in the Promotion for sale, the Organizer shall have the right:
  - a) If the object of the sales agreement concluded during the Promotion has not been released - withdraw from the sales agreement (within 2 months from its conclusion) and not release the object of the sales agreement 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 under the Promotion conditioning the release of the object of sale on the payment of the difference - depending on the decision of the Organizer;
  - b) If there has been a release of the object of the sales agreement concluded during the Promotion - 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 under the Promotion - depending on the decision of the Organizer.
4. In addition, in any of the cases described in paragraph 3, the Organizer may claim from the Participant reimbursement of logistic costs related to the execution of the order covered by the Promotion in the amount of EUR 3.20 per each item comprising the order.

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

1. Participant takes part in the Promotion by placing an order at the Organizer's online store during the Promotion period.
2. The Promotion applies to orders placed during the Promotion without territorial restrictions, subject to the territorial terms of delivery applicable to the Organizer.
3. The purpose of the Promotion is to give Participants a promotion in the form of a complimentary lotion, i.e. Bora Bora Breeze - shimmer lotion 30ml not for sale for orders:
  - a) deposited at the Organizer No. 1 DE: above 39 EURO - the product will be added to the order, as free of charge;
  - b) deposited at Organizer No. 2 UK: over £65 - the product will be added to the order, as a free of charge;
  - c) submitted at Organizer No. 3 ES: 39 EURO - the product will be added to the order, as a free of charge;
  - d) submitted to the Organizer No. 4 PL: 150,00 - the product will be added to the order, as free of charge.

4. At the same time, Distributors of the Organizer, with the exception of the lotion referred to in paragraph 3 above, Distributors may award both of the following lotions for orders:
  - a) Bora Bora Breeze - shimmer lotion 30ml not for sale;
  - b) Coconut Bay - shimmer lotion 30ml not for sale.
5. For each amount spent, one free item is designated, so if the amount is two, three, four times, etc., then that is the number of items the Participant will receive as a free item for the order.
6. The promotions referred to in paragraph 3 above are cumulative.
7. Once the products are added to the shopping cart, a free product(s) will also be included in the order - depending on the nominal amount of the order.
8. Joining the Promotion is voluntary.
9. During the Promotion, each Participant may place any number of orders.
10. A participant in the promotion may receive more than one free item during one purchase.
11. The customer may refuse the gratuity due to lack of interest in the subject matter.

## **V. Withdrawal from the sales contract**

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 products purchased in the Promotion is possible insofar as it represents the entire set of new and unused items purchased in the Promotion.

## **VI. Complaints**

1. Any complaints regarding the way the Promotion is conducted, Participants should submit by email to: [reklamacje@indigo-nails.com](mailto:reklamacje@indigo-nails.com), [customerservice@indigo-nails.co.uk](mailto:customerservice@indigo-nails.co.uk), [quejas@indigo-nails.es](mailto:quejas@indigo-nails.es).
2. The complaint should include the note: "Summer Promotion".
3. Complaints can be filed throughout the Promotion, and up to 14 days from the date of release of the products that are the subject of the sales contract concluded under the Promotion.
4. The complaint should contain the following data of the complainant: name, surname and exact address, as well as a detailed description and reason for the complaint, as well as the claim of the complainant.
5. Complaints submitted after the deadline or not containing the information referred to in paragraph 5 will not be considered.
6. Complaints will be considered immediately, but no later than within 30 days of receipt by the Organizer.
7. In the event of cancellation of the Sales Agreement or return of goods in the online store, the Participant is also obliged to return the gratis intact.

## **VII. Data protection**

1. The administrator of the personal data of the Promotion Participants is the Organizer from whom the Participant purchased products under the Promotion.
2. Personal data collected in connection with the Promotion will be processed for the purpose of executing the Sales Agreement, for accounting and bookkeeping purposes, as well as for the investigation of claims and defense against claims arising from the Sales Agreement - on the basis of the Administrator's legitimate legal interest in the investigation of claims and defense against claims.
3. Participants' personal data may be disclosed to entities supporting the Organizer in the implementation of the Promotion, including, in particular, marketing agencies, courier companies, Postal Operator, law firm, accounting office.
4. In connection with the Organizer's processing of personal data, Participants have the

following rights:

- a) The right of access to data and the right to request rectification, deletion or restriction of data processing;
  - b) The right to transfer the provided personal data to another controller;
  - c) The right to object to data processing.
5. Participants also have the right to file a complaint with the competent supervisory authority.
  6. The personal data of the Promotion Participants will be kept for the period during which it will be possible to report complaints, and in the case of complaints - for the time necessary to process the complaint, until the statute of limitations for claims.
  7. Provision of personal data is voluntary, however, it is a prerequisite for the implementation of the sales contract. Therefore, the consequence of not providing personal data will be the inability to implement the sales contract.
  8. Personal data will not be subject to profiling.
  9. Personal data will not be transferred outside the EEA.

## **VIII. Final provisions**

1. These Terms and Conditions are available throughout the Promotion at <https://www.indigo-nails.com/>.
2. The Regulations enter into force on the date the Promotion begins.
3. During the Promotion period, the lead time may be extended.
4. Participant, by taking part in the Promotion, accepts their rules contained in these Regulations and declares that he/she has familiarized himself/herself with the rules of the Promotion, as defined in the Regulations, and does not raise any objections in this regard.
5. The Organizer 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 will be respected. In particular, the Organizer reserves the right to shorten the duration of the Promotion or to exclude particular items from the Promotion as a result of running out of stock. Such decision may be made separately by the Organizer.