

**Terms and conditions of the PROMOTION "Christmas Promotion on Shea Elixirs"**  
(hereinafter referred to as "Terms and Conditions").

*This Promotion is dedicated to nail stylists - those who run beauty salons as well as those who perform nail styling services as employees of beauty salons or ambassadors.*

**By organising this Promotion, the Organiser wishes to support smaller entrepreneurs who provide nail styling services on INDIGO NAILS products, levelling their chances on the market and enabling them to obtain products necessary for nail styling at lower prices.**

***In no way is this Promotion intended for entrepreneurs who sell 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 discounted prices, and then selling the products thus obtained to nail stylists 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 despite not meeting the conditions of participation.*

**I. Organiser and Duration of the Promotion**

1. The Organiser of the Promotion "Christmas Promotion on Shea Elixirs" (hereinafter referred to as the "Promotion")
  - Organised 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, at 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 )
  - Organised through the online shop <https://www.indigo-nails.co.uk> is by United Beauty Limited UNITED BEAUTY LIMITED - a company incorporated under British law, 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).
  - Organised through the online shop <https://www.indigo-nails.es/> is INDIGO NAILS ESPANA S.L., CIF/VAT number [ESB10731271], whose registered office is : calle Gelabert 38, entresuelo 1ª, 08029 Barcelona, Spain.
2. If the terms and conditions of the Regulations are the same for both Organisers, the term "Organiser" will be used in the Regulations. For a Participant in the Promo, the Organiser shall be the entity from which they have purchased products under the Promo.
3. The Promotion may also be organised by Distributors of the Indigo Nails brand who join the Promotion. In such case, the Organiser for the given Participant will be the Distributor from whom he/she purchases the products included in the Promotion.

4. The Promotion shall last from the starting date of the 10th Indigo Conference i.e. from 18 November 2023 from 10:00 a.m. (GMT +2) to 22 December 2023 until 11:59 p.m. (GMT +2) or until the stocks are exhausted or the Promotion is cancelled by the Organiser (hereinafter: Promotion duration).

## **II. General Provisions**

1. The Promotion shall run 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 the Terms and Conditions, and accepts all rules of the Promotion contained in the Terms and Conditions.

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

1. The Participant in the Promotion shall be a consumer, i.e. a natural person making a legal act under the terms of these Terms and Conditions, not related directly to their 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 C.C.\* (for Polish subjects) who runs a business or professional business on their own behalf, subject to participation 2.
2. Distributors, sub-distributors of the Organiser, wholesalers and persons who display products in market places shall not participate in the Promotion - the above 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 does not apply to entities which do not sell cosmetic products professionally, and sell individually or occasionally.
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 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 as part of the Promotion is 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 the products as part of 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 the logistic costs (verification of eligibility to participate in the Promotion, proceeding with the execution of the order) related to the execution of the order under the Promotion in the amount of EUR 3.20 for each item comprising the order.

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

1. The Participant takes part in the Promotion by placing an order during the period of the Promotion in the online shop of Organiser 1, Organiser 2 or Organiser 3 or with

an Indigo Nails Distributor who has entered the Promotion, in which case the organiser of the Promotion for the Participant shall be that Distributor.

2. The Promotion applies to orders placed during the Promotion period without territorial restrictions, with the proviso that each Organiser determines the territorial scope of deliveries in its online shop.
3. The Promotion consists of the opportunity to purchase Shea Elixir olives in 2 fragrances at a lower price when purchasing a set of 10 Shea Elixir olives.
  - The regular price for 1 Shea Elixir is respectively: 12 zł / 2.8 eur / 2.6 gbp
  - The price for 10 Shea Elixir purchased not in the Promotion is: 120 zł / 28 eur / 26 gbp
  - The promotional price for 10 Shea Elixir purchased within the Promotion is: 75 zł / 18 eur / 16 gbp
4. The Promotion applies to the following Shea Elixir olives:

	Number of Product	Name of Product	EAN
1	10140245	Cream della Cream Shea Elixir z keratyną - zestaw 10szt	5902188531022
2	10140246	Matrioshka Shea Elixir z keratyną - zestaw 10szt	5902188531039

## 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 sales contract 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.

## VI. Complaints

1. All complaints regarding the manner in which the Promotion is conducted shall be submitted by Participants by email to the Organiser from whom they purchased products as part of the Promotion.
2. Complaints to the Organiser 1 shall be submitted to [reklamacje@indigo-nails.com](mailto:reklamacje@indigo-nails.com) or by post to the Organiser 1's registered office address as stated in point I of the Terms and Conditions.
3. Complaints to Organiser 2 shall be submitted to [customerservice@indigo-nails.co.uk](mailto:customerservice@indigo-nails.co.uk) or by post to the registered office address of Organiser 2 given in point I of the Terms and Conditions.
4. Complaints to the Organiser 3 shall be submitted to [quejas@indigo-nails.es](mailto:quejas@indigo-nails.es) or by post to the Organiser's registered office address as stated in point I of the Rules and Regulations.
5. The complaint should include the note: "Christmas promotion on Shea Elixirs."
6. Complaints may be submitted throughout the duration of the Promotion, but no later than 14 days from the date of delivery of the order covered by the Promotion.

7. The complaint should contain the following details of the complainant: name, surname and exact address, as well as the exact description and reason for the complaint, and the claim of the complainant.
8. 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.
9. 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 personal data of the Participants in the Promotion shall be the Organiser from whom the Participant purchased products in the Promotion.
2. The personal data collected in connection with the Promotion shall be processed for the purpose of completing the order, for bookkeeping and 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 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 personal data of the Promotion Participants shall be stored for the period during which it will be 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 for the entire duration of the Promotion on the following websites: [www.indigo-nails.com](http://www.indigo-nails.com), <https://www.indigo-nails.com/eu-de/>, <https://www.indigo-nails.co.uk> and <https://www.indigo-nails.es/>.
2. The Terms and Conditions shall enter into force on the date the Promotion starts.
3. During the period of the Promotion, the delivery time of orders may be extended.