

TERMS AND CONDITIONS OF THE PROMOTION "VALENTINES 2024" (hereinafter referred to as the "Rules").

Preamble

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

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.

Under no circumstances is the Promotion intended for entrepreneurs selling cosmetic products, including products of the INDIGO NAILS brand, as part of their business activity (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 lower promotional prices, and then selling the products obtained at the lower price 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 even though they do not meet the conditions of participation.

I. Organiser and duration of the Promotion

1. The organiser of the Promotion "Valentine's Day 2024" (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, 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 number: 0000919132, with 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 20-22 Wenlock Road, London, England, N1 7GU (hereinafter: the 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 1ª, 08029 Barcelona. (hereinafter: Organiser 3).

2. INDIGO NAILS brand distributors may also enter the Promotion. In any case, the Promoter of the Promotion for a given Participant shall be the entity from which the Participant purchased products under the Promotion.

3. The Promotion shall run from 01.02.2024 at 00:01 (GMT +2) until 14.02.2024 at 23:59 (CET). 23:59 (CET +2) or until stocks last or the Promotion is cancelled by the Organiser (hereinafter: Promotion Period).

4. Each Organiser is separately responsible for running the Promotion, changing its rules or cancelling it.

II. General provisions

1. The Promotion shall be carried out in accordance with these Terms and Conditions.
2. Before entering the Promotion, the Participant shall read the 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

1. 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.
2. The Promotion shall not be open to distributors and sub-distributors of nail styling products, wholesalers and persons who display products in marketplaces - this shall also apply to persons who perform a representative function in the aforementioned entities, as well as partners in the aforementioned 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 listed in Subparagraph 2 participate in the Promotion, or in the event that the Participant allocates the products purchased in the Promotion for sale, the Organiser shall have the right:
 - a. If there has been no release of an object of sale contract entered into during the Promotion - to withdraw from the sales contract (within 2 months of entering into it) and not release the object of sale contract, or to 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 payment of the difference - depending on the decision of the Organiser;
 - b. If the subject of the sales agreement entered into during the Promotion has been handed over - withdraw from the sales agreement (within 2 months from entering into it) and demand the return of the subject 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 addition, in each of the cases described in Subparagraph 3, the Organiser may claim from the Participant reimbursement of the logistic costs connected with processing an order covered by the Promotion in the amount of EUR 3.20 for each item constituting the order.

IV. Terms and Conditions of the Promotion

1. The Participant takes part in the Promotion by placing an order during the Promotion period in the online shop of any of the Organisers i.e. at <https://www.indigo-nails.com/>,

<https://www.indigo-nails.com/eu-de/>, <https://www.indigo-nails.co.uk>,
<https://www.indigo-nails.es/>, <https://www.indigo-nails.com/global-en> or in the Showroom operated by the Organiser 1 at Senatorska Street 14/16 93-192 Łódź.

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 buy:
 - a. between 1.02.2024 and 4.02.2024 7ml hybrid varnishes by INDIGO NAILS in shades of red and pink with a discount of -20%. The price for one varnish in the basket will be PLN 30.40 / € 7.92 / £ 7.20 / \$ 7.20.
 - b. in the period from 5.02.2024 until 8.02.2024, 7ml hybrid varnishes by INDIGO NAILS in shades of red and pink with a discount of -15%. The price for one varnish in the basket will be PLN 32.30 / € 8.42 / £ 7.65 / \$ 7.65.
 - c. in the period from 9.02.2024 until 14.02.2024, 7ml hybrid varnishes by INDIGO NAILS in shades of red and pink with a discount of -10%. The price per varnish in the basket will be 34.20 PLN/ 8.91 € / 8.10 £ / 8.10 \$.
4. The hybrid varnishes included in the Promotion are all shades of red and pink.
5. Hybrid lacquers included in the Promotion will be marked by the badge "valentine".
6. Joining the Promotion is voluntary.
7. During the Promotion, each Participant may place any number of orders.

V. Withdrawal from the sales contract

In the event that the provisions of common 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 is possible insofar as it represents a whole set of new and unused items purchased in the Promotion.

VI. Complaints

1. All complaints regarding the way in which the Promotion is conducted should be made by Participants by email to the Organiser with whom they placed the order.
2. In the case of the Promotion organised by:
 - a. Organiser 1 - complaints shall be submitted to: reklamacje@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: customerservice@indigo-nails.co.uk
 - c. Organiser 3 - complaints will be submitted to: quejas@indigo-nails.es
3. The complaint should include the note: "Promotion Valentine's Day 2024".
4. Complaints may be submitted throughout the Promotion and 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 5 shall not be examined.
7. Complaints shall 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. The personal data collected in connection with the Promotion shall be processed for the purpose of performance of the Sales Agreement, for 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 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 failing to provide 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/>.
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.
4. The Participants taking part in the Promotion accepts its rules as set out 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.
5. 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.