

## Terms and conditions of the "Black Friday 2023" promotion and competition ("Terms and Conditions").

### Preamble

*This Promotion and the Competition are dedicated to stylists - both those who run beauty salons and those who perform nail styling as employees of beauty salons or ambulant. 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, levelling their chances on the market and enabling them 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 Promotion**

1. The organiser of the "Black Friday 2023" Promotion (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: 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 1ª, 08029 Barcelona. (hereinafter: Organiser 3),

2. The Promotion shall run on 24 November 2023 from 00:01 a.m. (GMT +2 Central European Time) until 24 November 2023 23:59 p.m. (GMT +2 Central European Time) (hereinafter: Promotion Period).
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 take place 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 participation in 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, including his/her consent to take part in the Contest, which is related to the Promotion.

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

1. The Promotion and the Promotion and the Competition shall be open to participation by a consumer, i.e. a natural person who makes a legal act 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 art. 33(1) § 1 of the Polish Civil Code, who runs an organisation referred to in art. 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. The Organiser's sub-distributors, contractors, wholesalers, employees, as well as persons who display products in the market place, cannot participate in the Promotion and the Competition - 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 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 the object of the sales agreement entered into during the Black Friday Promotion has not been released- withdraw from the sales agreement (within 2 months of entering into it) 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 sales on the payment of the difference - depending on the decision of the Organiser;
  - b. If the object of the sales agreement concluded during the Black Friday Promotion 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 participate in the Contest and acquire the right to the Prize, the Organiser shall have the right:

- a. If the Prize has not been dispatched, the participant's right to the Prize shall be forfeited due to the failure to fulfill the terms and conditions of participation in the Contest, with the consequence that the Prize shall not be dispatched;
- b. If the Prize has been dispatched, the participant is deprived of the right to the Prize due to the lack of fulfillment of 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 Prize's value - depending on the Organizer's decision;
- c. 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 making the order covered by the Promotion and shipping the Prize in the Contest.

5. 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 takes part in the Promotion by purchasing products covered by the Promotion from the Organiser during the Black Friday Promotion.

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>.

3. The delivery rules and territorial scope of delivery are defined separately by each Organiser.

4. The promotion includes:

- a. Hybrid lacquers, bases, tops 3+1 (without shimmers). You can combine capacities 7, 13, 30ml- the cheapest one free of charge;
- b. Creams and lotions 300ml 2+1 - you can combine creams with lotions and mix different fragrances;
- c. 3+1 UV gels (without Easy Shape Light Rose, Easy Shape Cover, Easy Shape Milky Pink). Capacities of 5, 15, 30, 50 ml can be combined - cheapest free;
- d. Shimmers set → 7 pieces of gel polish from the "Shimmers" collection + TipTop 7ml Not For Sale (245 Zł/ 65 EUR/60 GBP instead of 299.89 Zł/ 80.20 EUR/ 72.80 GBP).

5. Promotions will count automatically when you add products to your basket.

#### **V. Terms and conditions of the Competition**

1. The organisers will jointly select, by 8 December 2023, in the form of a ranking, the three orders with the highest value placed during 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 -4 x Protein Base Removable 13ml + 4x Tip Top Top Coat 13ml;;
- b. Second place - 3 x Protein Base Removable 13ml + 3x Tip Top Top Coat 13ml;

- c. Third place - 2 x Protein Base Removable 13ml + 2x Tip Top Top Coat 13ml.
2. The competition will be adjudicated and the Organisers will announce the details of the Winners by 8 December 2023 on each Organiser's Instagram.
3. For the purposes of evaluating the highest value order, the amount of orders placed by an Entrant via 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 standardise the value of transactions, in order for the Organisers to carry out 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 results of the competition will be announced on the account on Instagram @indigonails.
5. The Winner is obliged to notify the Organizer, from whom he/she has received the e-mail message specified in paragraph 3, of the details for the dispatch of the Prize within 7 days from the date of notification of the awarding of 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. Any complaints regarding the way in which the Promotion is conducted shall be submitted 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](mailto:reklamacje@indigo-nails.com) by mail to the Organiser's registered office address given in point I of the Terms and Conditions.

- 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 a note: Black Friday Promotion.
  4. Complaints may be filed throughout the entire duration of the Promotion and up to 14 days from the date of release of the products being the subject of the sales agreement concluded within 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. 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 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, Postal Operator, law firm, 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.