

TERMS AND CONDITIONS OF THE "Drop shimmer balms 300 ml -50%" PROMOTION (hereinafter referred to as the "Terms and Conditions").

Preamble

This Promotion is dedicated to stylists – both those who run beauty salons and those who perform nail styling as employees of beauty salons or on a mobile basis.

By organising this Promotion, the Organiser wishes to support smaller entrepreneurs who provide nail styling services using INDIGO NAILS products, both those who run beauty salons and those who perform nail styling as employees of beauty salons or on a mobile basis.

Under no circumstances **is the Promotion intended for entrepreneurs who sell cosmetic products, including INDIGO NAILS products, as part of their business activities (distributors, sub-distributors, wholesalers).**

The purpose of the Promotion is not for entities professionally engaged in the sale of cosmetic products, including INDIGO NAILS products, to participate in the Promotion, purchase products at lower promotional prices, and then sell the products obtained at a lower price with even greater profit for their sales business. The Organiser strongly opposes such actions, and consequences will be imposed on 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 "Drop shimmer balms 300 ml -50%" Promotion (hereinafter: "Promotion") is:
 - a) via the online store <https://www.indigo-nails.com/> and <https://www.indigo-nails.com/eu-de/> is Indigo Nails Sp. z o.o. 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, 20th Commercial Division of the National Court Register under KRS number: 0001099337, REGON: 528319750, NIP: 7292755541, BDO: 000643230, with share capital of PLN 10,100,000.00 (hereinafter: Organiser 1)
 - b) through the online store <https://www.indigo-nails.co.uk> is UNITED BEAUTY LIMITED – a company incorporated under British law, entered in the Companies House register under number 12076727, VAT: GB332687684, with its registered office at: 20-22 Wenlock Road, London, England, N1 7GU (hereinafter referred to as Organiser 2)
 - c) through the online store <https://www.indigo-nails.es/> is INDIGO NAILS ESPANA SL – a company incorporated under Spanish law, registered in the Registradores de Espana, in the BARCELONA Register, under NIF number: B10731271, with its registered office at: Calle Gelabert 38, mezzanine 1ª, 08029 Barcelona. (hereinafter referred to as Organiser 3).
2. The Promotion will run from 4 August 2025 at 6:00 p.m. (announcement of the Promotion in the manner specified in point IV, subpoint 2) for a period of 48 hours, i.e. until 6 August 2025 at 6:00 p.m. (Central European Time GMT +2).

II. General provisions

1. The Promotion will be conducted in accordance with these Terms and Conditions.

2. Before participating in the Promotion, the Participant should read the Terms and Conditions, in particular the conditions of participation in the Promotion.
3. By entering the Promotion, the Participant confirms that they have read the Terms and Conditions, understand its provisions and accept all the rules of the Promotion contained in the Terms and Conditions.

III. Participation in the Promotion

1. The Promotion is open to consumers, i.e. natural persons performing legal acts under the terms and conditions set out in these Terms and Conditions, not directly related to their business or professional activity, as well as entrepreneurs conducting business or professional activity on their own behalf, subject to paragraph 2.
2. Distributors and sub-distributors of nail styling products, wholesalers, as well as persons who display products on marketplaces, may not participate in the Promotion – the above also applies to persons performing representative functions in the above-mentioned entities, as well as partners in the above-mentioned entities. The exclusion does not apply to entities which are not professionally engaged in the sale of cosmetic products and which sell them individually or sporadically, to which the Participant agrees by accepting the Terms and Conditions and participating in the Promotion.
3. If any of the persons listed in paragraph 2 participate in the Promotion or if the Participant intends to sell the products purchased in the Promotion, the Organiser has the right to:
 - a) If the subject of the sales contract concluded during the Promotion has not been delivered, withdraw from the sales contract (within 2 months of its conclusion) and not deliver the subject of the sales contract or demand the difference between the price of the products not covered by the Promotion, and the price at which the Participant purchased the products under the Promotion, making the delivery of the object of sale conditional upon payment of this difference, depending on the Organiser's decision;
 - b) If the item covered by the sales contract concluded during the Promotion has been delivered – withdrawal from the sales contract (within 2 months of its conclusion) and a request for the return of the item sold or a request for the difference between the price of the products not covered by the Promotion and the price at which the Participant purchased the products as part of the Promotion – depending on the Organiser's decision. Furthermore, in each of the cases described in paragraph 3, the Organiser may claim from the Participant reimbursement of the logistics costs related to the execution of the order covered by the Promotion in the amount of EUR 3.20 for each item included in the order.

IV. Promotion Terms and Conditions

1. The Organiser will announce the Promotion in the form of a post, story, vlog or other content via social media, including Instagram, Facebook, TikTok, YouTube, as well as via SMS messages – in the case of persons who have consented to receiving commercial information by SMS, banners on the Organiser's websites, and via a newsletter for persons subscribed to the Organiser's newsletter. The post announcing the Promotion will contain a promotional code enabling participation in the Promotion. Promotional codes published in different media will

be different, but each of them entitles you to participate in the Promotion. The code published by a given Organiser entitles you to participate in the Promotion with that Organiser, not with any other Organiser.

2. The promotional code entitles you to purchase 300 ml shimmer balms in the online store of the Organiser who published the code, whereby:
 - The discount may apply to a maximum of one item of the same type per order;
 - If more than one product of the same fragrance is purchased, the discount will be applied to one product;
 - The code can only be used by the first 100 people who place an order using the code;
 - The code is valid for 48 hours from 07.08.2025 at 18:00 to 09.08.2025 at 18:00 (Central European Time GMT +2);
3. To participate in the Promotion, go to the DROP tab (top right corner of the page) and enter the promotional code.
4. The discount will be automatically applied to your basket after entering the code.
5. Participation in the Promotion is voluntary.
6. The promotion cannot be combined with other promotions.

IV. Withdrawal from the sales contract

If the provisions of generally applicable law grant the Participant the right to withdraw from the sales contract and return the products, the products purchased in the Promotion may be returned, provided that they constitute a complete set of new and unused items purchased in the Promotion.

V. Complaints

1. Any complaints regarding the manner in which the Promotion is conducted should be reported by email to the Organiser with whom the order was placed.
2. In the case of a 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 provided in point I of the Terms and Conditions.
 - b) Organiser 2 - complaints should be sent to: customerservice@indigo-nails.co.uk
 - c) Organiser 3 - complaints should be submitted to: quejas@indigo-nails.es
3. The complaint should include a note with the name of the promotion.
4. Complaints may be submitted throughout the duration of the Promotion and up to 14 days from the date of delivery of the products covered by the sales contract concluded as part of the Promotion.
5. The complaint should include the following details of the person making the complaint: first name, surname and exact address, as well as a detailed description and reason for the complaint, and the request of the person making the complaint.
6. Complaints submitted after the deadline or not containing the information referred to in paragraph 5 will not be considered.
7. Complaints will be considered immediately, but no later than within 30 days of their receipt by the Organiser.

VI. Personal data protection

1. The administrator of the personal data of Promotion Participants is the Organiser from whom the Participant purchased the products as part of the Promotion.
2. Personal data collected in connection with the Promotion will be processed for the purpose of performing the sales contract, for accounting and bookkeeping purposes, as well as for the purpose of pursuing claims and defending against claims arising from the Sales Contract – on the basis of the Organiser's legitimate interest, which is the pursuit of claims and defence against claims.
3. The personal data of Participants 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, and an accounting office.
4. In connection with the processing of personal data by the Organiser, Participants have the following rights:
 - a) the right to access the data and the right to request its rectification, deletion or restriction of processing;
 - b) the right to transfer the personal data provided to another controller;
 - c) the right to object to the processing of data.
5. Participants also have the right to lodge a complaint with the President of the Personal Data Protection Office.
6. The personal data of Promotion Participants will be stored for the period during which complaints may be lodged and, in the event of a complaint, for the time necessary to consider the complaint, until the expiry of the limitation period for claims.
7. The provision of personal data is voluntary, but it is a prerequisite for the performance of the sales contract. Failure to provide personal data will therefore result in the inability to perform the sales contract.

VII. Final provisions

1. These Terms and Conditions are available throughout the duration of the Promotion on the following websites: <https://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 of commencement of the Promotion.
3. During the Promotion period, the order processing time may be extended.
4. By participating in the Promotion, the Participant accepts the rules contained in these Terms and Conditions and declares that they have read the rules set out in the Terms and Conditions and have no objections in this regard.
5. The Organiser reserves the right to amend these Terms and Conditions during the Promotion without giving any reason, provided that the rights acquired by Participants prior to the amendment will be respected. In particular, the Organiser reserves the right to shorten the duration of the Promotion or to exclude individual items from the Promotion due to exhaustion of stock. The Organiser may make such a decision separately.