

REGULATIONS OF THE INDIGO EXPERT CLUB
LOYALTY PROGRAMME

§1

DEFINITIONS. GENERAL PROVISIONS

1. **The Organiser of INDIGO EXPERT CLUB** is INDIGO NAILS Spółka z ograniczoną odpowiedzialnością Spółka komandytowa with its registered office in Łódź, Poland, postal code 90-752, at ul. Generała Żeligowskiego 3/5, registered in the register of entrepreneurs of the National Court Register under the following number 0000684415, holder of REGON number (National Official Business Register) 101805889, VAT number 7272792881, hereinafter referred to as **Organiser** or **INDIGO**
2. The regulations of the INDIGO EXPERT CLUB programme are available at www.indigonails.com.
3. INDIGO may withdraw access to INDIGO EXPERT CLUB or its individual functionalities in accordance with the provisions of the regulations.
4. Whenever the regulations use the singular to designate a particular activity, person or thing, these expressions will apply mutatis mutandis to the plural. Whenever the plural is used, these expressions will apply mutatis mutandis to the singular.
5. INDIGO EXPERT CLUB can be joined as of 22 September 2018.

§2

PRINCIPLES OF JOINING INDIGO EXPERT CLUB

1. Natural persons, legal persons, as well as organisational units without legal personality to which legal capacity is granted by law, meeting the requirements described in this paragraph, that join INDIGO EXPERT CLUB are hereinafter referred to as Members. INDIGO EXPERT CLUB, hereinafter interchangeably referred to as the Club or Loyalty Program or Programme, was created by INDIGO to enable Members to take advantage of special offers or special promotions.
2. Members may join INDIGO EXPERT CLUB at any time during its duration. Members are obliged to read and accept the contents of these regulations.
3. INDIGO EXPERT CLUB may be joined by a natural person, a legal person, as well as an organisational unit without legal personality to which legal capacity is granted by law:
 - having full capacity to exercise rights;
 - perceiving himself/herself as a professional or future professional with regard to the provision of services related to nail design and art.
4. INDIGO EXPERT CLUB may be joined by filling in the registration form available at <https://www.indigonails.com/pl,reg.html>.
5. In the case of persons who on the launch day of INDIGO EXPERT CLUB are already registered on the INDIGO website, the Club may be joined by entering the INDIGO EXPERT CLUB tab after logging into the account and then agreeing to join the Club.

6. In order to become a Member of INDIGO EXPERT CLUB, it is necessary to provide the following personal data:
 - for natural persons: first name and surname, e-mail address, telephone number;
 - for legal persons and organisational units without legal personality to which legal capacity is granted by law: company name, e-mail address, telephone number of the contact person.
7. Detailed rules related to the processing of the Member's personal data are set out in the Privacy Policy.

§3

INDIGO EXPERT CLUB BENEFITS AND TERMS OF USE

1. INDIGO EXPERT CLUB was created to enable its Members to use commercial offers and for marketing communication. Club Members have access to special offers of products at lower prices, products unavailable to people from outside the Club and personalised offers (Benefits Catalogue).
2. INDIGO EXPERT CLUB Members will receive offers with the possibility to purchase selected INDIGO products (special collections) available only to Members of the INDIGO EXPERT CLUB Programme. Information about products, their availability, price of purchase and purchase limits per one Member of the Programme will be each time provided at www.indigo-nails.com.
3. INDIGO EXPERT CLUB Members will receive offers for selected articles from INDIGO's regular range of products at lower prices than for non-Club members. Information about selected products, their availability, purchase limits of promotional products per one Member will be presented each time via the website of the Programme at www.indigo-nails.com.
4. INDIGO EXPERT CLUB Members will have the opportunity to participate in competitions and special campaigns organised as part of INDIGO EXPERT CLUB. Information about the terms and conditions of special offers, their availability, potential prizes will be presented each time via the website of the Programme at www.indigo-nails.com.
5. Club Members will be able to receive information about special offers, promotions, special campaigns organised by INDIGO via e-mail, text message, telephone or mail, if they give separate consent to it.
6. The Organiser reserves the right to make updates in the Benefits Catalogue, including introducing new promotional offers and removing existing ones, changing the amount of discounts and types of promotions in order to increase the attractiveness of the Club.
7. The Organiser reserves the right to direct specific Benefits to only the most active Club Members, selected on the basis of criteria established by the Organiser.
8. The duration of each campaign will be communicated to Members at the time of informing about the campaign.

§4

PROTECTION OF PERSONAL DATA

1. The Organiser shall be the controller of the personal data of Club Members.

2. Observance of personal data protection rules is supervised by the Data Protection Officer, who can be contacted at gdpr@indigo-nails.com or by sending correspondence to the address of the Programme Organiser.
3. Members' personal data are processed for the following purposes:
 - 1) membership in INDIGO EXPERT CLUB, including participation in individual campaigns, offers and competitions organised under the Programme – on the basis of the Member's consent, i.e. Article 6(1)(a) of the GDPR;
 - 2) conclusion and performance of sales contracts where processing is necessary for the conclusion and performance of that contract, i.e. Article 6(1)(b) of the GDPR;
 - 3) tax – the basis for data processing will be the rules on accounting, i.e. Article 6(1)(c) of the GDPR;
 - 4) handling complaints – the basis for processing is a legitimate interest of the Controller, which involves handling of complaints submitted by Members, i.e. Article 6(1)(f) of the GDPR;
4. Members' personal data may be transferred to entities supporting us in the provision of services, i.e. those that provide us with IT services, provide consulting or audit services for us, support the promotion of offers, cooperate within marketing campaigns, as well as to entities associated with us personally or by capital, and our business partners.
5. In addition, Members' personal data will be processed by:
 - providers of maintenance services for INDIGO website, databases and other IT systems;
 - companies providing electronic information transmission services on behalf of INDIGO;
 - co-organisers of events such as competitions and special campaigns for Club Members.
6. The entities described in paragraphs 4 and 5 are obliged to apply appropriate security measures and to process personal data only for the purposes indicated by the Programme Organiser.
7. With the Member's consent, the data may also be processed for the purpose of sending commercial information by electronic means, via the e-mail address and/or telephone number provided.
8. Members' data are stored for the duration of participation in the Programme, as well as after its termination until the statute of limitations for claims arising from participation in the Programme, including civil law and tax claims. Members' data stored for the purpose of sending information about competitions, special campaigns, offers are stored until the withdrawal of consent to the processing of data for these purposes.
9. The Member has the right to access the data and the right to demand their correction, supplementation, deletion, transfer to another controller or limit their processing, as well as the right to object to the processing of personal data. In such cases, where data processing takes place on the basis of consent, the Member is entitled to withdraw the consent at any time, without affecting the lawfulness of the processing that has been carried out on the basis of your consent prior to its withdrawal. Withdrawal by the Member of consent to the processing of personal data necessary to run the Programme is tantamount to the Member's resignation from participation in the Programme. The Member has the right at any time to object to the processing of personal data for the purposes of direct marketing.
10. In order to exercise the rights referred to above, the Member should contact the Data Protection Officer by e-mail at gdpr@indigo-nails.com or by letter to the address indicated above.
11. The Member also has the right to lodge a complaint with the supervisory authority in charge of personal data protection.
12. Providing data with the aim of participating in the Programme is voluntary. However, providing such data is a necessary condition for participating in the Programme. Providing data for the purpose of sending commercial and marketing information, including information about competitions, special campaigns and offers is voluntary.

The consequence of not providing the above data is, however, the inability to receive commercial and marketing information.

13. Members' data, with separate consent, will be processed in an automated manner, including profiling. Profiling of Club Members' personal data involves processing of the data through their use with an intention to evaluate certain information about the specific Member, in particular to analyse or forecast personal preferences and interests of the Member and to provide a personalised offer. Owing to the fact that on the basis of previous purchases and offers browsed by Members we gather information about products, the Member is provided with unique experience when participating in the Programme.

§5

COMPLAINTS

1. All complaints regarding the Club, including individual offers or promotional campaigns, competitions, promotions organised as part of the Club, can be submitted in writing or in the form of an e-mail throughout the duration of INDIGO EXPERT CLUB and within 60 days from the date of its termination.
2. The deadline for lodging a complaint within the duration of INDIGO EXPERT CLUB is 14 days from the date of occurrence of the cause giving rise to the complaint.
3. The date of the postmark will determine whether the deadline for lodging a written complaint has been met.
4. The complaint should include the first name and surname and the exact address of the complainant, the date and place of the event to which the complaint relates, as well as the exact description and reason for the complaint and the content of the request.
5. Complaints should be submitted to the following e-mail address: club@indigo-nails.com, or in writing to the address of the Organiser: INDIGO NAILS Sp. z o.o. Sp.k, with its registered office in Łódź (postal code 90-752), ul. Generała Żeligowskiego 3/5, with the following annotation: "Program lojalnościowy INDIGO EXPERT CLUB" (INDIGO EXPERT CLUB Loyalty Programme).
6. Complaints will be considered within 14 days of their receipt. The complainants are notified about the fact that their complaint was considered in writing or, if they lodged a complaint by e-mail, in the form of a return message.
7. Any and all disputes related to the interpretation of the regulations of the Programme and the exercise of rights and obligations related to the participation in the Programme will be settled based on the complaint procedure as described in this paragraph, and in the event of failure to resolve the dispute by a competent common court.

§6

TERMINATION OF MEMBERSHIP IN INDIGO EXPERT CLUB

1. The Member is entitled to resign from participation in the Programme at any moment.

2. Resignation may be effected by sending the relevant information:
 - to the following e-mail address: club@indigo-nails.com;
 - in writing to the Organiser's address.
3. Upon delivery to the Organiser of the Member's declaration referred to in §4 paragraph 2, the Organiser ceases to process the Member's personal data for the purposes of running the Programme. However, the Organiser reserves the right to store the data for evidentiary purposes and in order to comply with the legal regulations binding on the Organiser.
4. In case of violation of the regulations by the Member, the Organiser has the right to deprive the Member of the possibility of further participation in the Club.
5. The Organiser may not allow the Member to join the Club again if the Member was previously excluded from the Club pursuant to the provisions of paragraph 4 above.
6. Termination of Club membership as a result of, among others, exclusion or resignation will result in the loss of privileges acquired by the Member.

§7

FINAL PROVISIONS

1. The Organiser reserves the right to suspend or terminate the Programme at any time, with prior notice, which will take place at least 14 days before the planned termination of the Club.
2. The regulations of the Programme are available at the Organiser's registered office and on the website of the Programme at www.indigo-nails.com.
3. The Organiser reserves the right to change the regulations at any time, among other things in order to ensure the safe functioning of the Club, prevent abuse, facilitate the functioning of the Club, introduce additional options or due to other important needs concerning the Organiser or the Club.
4. Changes to the regulations will be deemed accepted by the Member if, within 14 days from the date of notification of the change, the Member does not terminate his/her Club membership. This does not exclude or limit the Member's right to resign from the Club at any time in accordance with §5 above.
5. The Organiser may at any time withdraw access to all or particular functionalities of the Club. The Organiser may do this with a 14-day notice. The Organiser shall also publish information in this respect on the website www.indigo-nails.com.
6. General provisions of Polish law, including provisions of the Civil Code, will apply to matters not regulated by the regulations.
7. In the event that as a result of a campaign, offer, promotion, competition, etc. organised under the Programme, the obligation referred to in Article 30(1)(2) of the Personal Income Tax Act of 26 July 1991 has arisen, the Organiser shall calculate, collect and pay flat-rate income tax to the appropriate Tax Office prior to the issuance of the Prize.
8. To the extent permitted by applicable law, the Organiser shall not be liable for claims for non-performance or improper performance of the regulations, tort, negligence or other titles, resulting from loss of profit, revenue, good name, expected savings or data, or any indirect or consequential loss or damage.

9. To the extent permitted by applicable law, the Organiser shall not be liable for the inability to exercise the rights resulting from participation in the Club.