

REGULATIONS of the PROMOTION “December 2024 Promotion”. (hereinafter “Regulations”).

Preamble

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

The Organizer by organizing this Promotion wants to support smaller entrepreneurs who provide nail styling services on INDIGO NAILS products, both those who run beauty salons, as well as those who perform nail styling as employees of beauty salons or ambulant.

In any case, the Promotion is not intended for entrepreneurs who sell cosmetic products including INDIGO NAILS brand 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 products of the INDIGO NAILS brand, to participate in the Promotion, purchase products at lower promotional prices, and then sell the products obtained at a lower price at an even higher profit for their sales activities. Such actions are strongly opposed by the Organizer, and against those who participate in the Promotion despite,

that do not meet the conditions of participation will be subject to consequences.

1. Organizer and duration of the Promotion

1. The Organizer of the Promotion “December 2024 Promotion” (hereinafter: “Promotion”) - through:
 1. online store <https://www.indigo-nails.com/eu-de/>, (hereinafter: Organizer No. 1);
 2. online store <https://www.indigo-nails.com/uk-en/> is UNITED BEAUTY LIMITED - a company incorporated under the laws of the United Kingdom, registered with Companies House under the number 12076727, VAT: GB332687684, with its registered office at: 20-22 Wenlock Road, London, England, N1 7GU (hereinafter: Organizer 2);
 3. the online store <https://www.indigo-nails.es/> is INDIGO NAILS ESPANA SL - a company under Spanish law, registered in the Registradores de Espana, in the Registry of BARCELONA, under NIF number: B10731271, with registered office at: Calle Gelabert 38, mezzanine 1^a, 08029 Barcelona. (hereinafter: Organizer 3);
 4. Indigo Nails stationary salon in Łódź at Senatorska 14/16 Street, 93-192 and online store <https://www.indigo-nails.com/> is Indigo Nails Sp. z o.o. with its registered office in Łódź at Senatorska 14/16 Street, 93-192 Łódź, registered in the Register of Entrepreneurs by the District Court for Łódź-Śródmieście in Łódź, XX Economic Department of the National Court Register under the KRS number: 0001099337, having NIP: 7292755541 and REGON 528319750 (hereinafter: Organizer 4).
2. The Promotion may also be organized by distributors of the INDIGO NAILS brand who have joined it.

3. The Promotion shall last from 02.12.2024, 00:01 a.m. (CET) until 31.12.2024, 23:59 p.m. (CET) or until the stock is exhausted or the Promotion is cancelled by the Organizer (hereinafter: Promotion Duration).
4. The Promotion may also be organized by distributors on their own in the stationary and online stores they run - this is a voluntary participation.

1. **General Provisions**

1. The Promotion shall take place in accordance with these Terms and Conditions.
2. Prior to entering the Promotion, the Participant should familiarize himself/herself with the Regulations, in particular with 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 its provisions and accepts all the rules of the Promotion contained in the Terms and Conditions.

1. **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 his/her business or professional activity, as well as an entrepreneur conducting a business or professional activity on his/her own behalf, may participate in the Promotion, subject to paragraph 2.
 2. The Promotion shall not be open to distributors and sub-distributors of nail styling products, wholesalers, as well as persons who display products in marketplaces - the above shall also apply to persons performing a representative function in the aforementioned entities, as well as partners in the aforementioned entities. The exclusion does not apply to entities that do not professionally deal with the sale of cosmetic products, 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 paragraph 2 took part in the Promotion, or in the event that the Participant allocates the products purchased in the Promotion for sale, the Organizer has the right:
 1. If there has been no release of the subject of the sales agreement entered into during the Promotion - withdraw from the sales agreement (within 2 months from its conclusion) and not release the subject 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 subject of the sales agreement on payment of the difference - depending on the decision of the Organizer;
 2. If the subject of a sales agreement entered into during the Promotion has been released - withdraw from the sales agreement (within 2 months from its conclusion) 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 under the Promotion - depending on the decision of the Organizer.
 4. In addition, in any of the cases described in paragraph 3, the Organizer may claim from the Participant reimbursement of logistic costs related to the execution of an order covered by the Promotion in the amount of EUR 3.20 for each item comprising the order.
- #### 1. **Terms of the Promotion**
1. The Participant takes part in the Promotion by placing an order at the Organizer's online store during the Promotion period.
 2. The Promotion applies to orders placed during the Promotion without territorial restrictions, subject to the territorial terms of delivery applicable to the Organizer.

3. The following products are covered by the Promotion:
1. 3+1 pollen (the Promotion does not apply to the entire “decorations” category, but only to pollen); which means that for the price of 3 pollen, 4 products of this type can be purchased, and the products can be mixed freely, including their volumes, and the discount will be calculated on the cheapest one;
 2. 3+1 gel polishes, bases, tops (Promotion does not apply to: Protein Base, Winter 2024 collection, Gel Polish Vintage Black); which means that for the price of 3 gel polishes, bases and top coats, 4 products of this kind can be purchased, and the products can be mixed freely, including their volumes, and the discount will be calculated on the cheapest one;
 3. 3+1 creams and lotions 300 ml (Promotion does not apply to: Oman Spirit fragrance, Mom's Apple Pie, Lollipop)*, which means that for the price of 3 hand creams/body lotions 4 products of this kind can be purchased, and the products can be mixed freely, including their volumes, and the discount will be calculated on the cheapest one;
 4. 3+1 on gels (Promotion does not apply to: Mousse Gel Pink no.1, Mousse Gel Beige no.1); which means that for the price of 3 gels 4 products of this kind can be purchased, and the products can be mixed freely, including their volumes, and the discount will be calculated on the cheapest one;
 5. 2+1 Indigo perfumes;
 6. Indigo Home SPA sets 14,50 GBP;
 7. To orders from 85 GBP Hedonista lipstick free of charge - lipstick colors will be added to orders randomly by the warehouse;
 8. All Creams and lotions 30 ml;
 - a. Seventh Heaven not for sale 30 ml;
 - b. Drama Queen not for sale 30 ml;
 - c. Coconut Bay Shimmer Fine Body Lotion 30 ml;
 - d. Bora Bora Breeze Fine Body Lotion 30 ml;
 - e. Pumpkin Latte hand cream not for sale 30 ml;
 - f. Seventh Heaven Hand Cream 30 ml;
 - g. Drama Queen hand cream 30 ml;
 - h. Love Story Hand Cream 30 ml;
 - i. Matrioshka hand cream 30 ml

- when buying 10-19 pcs. - 15% off;

- when buying 20 pcs. - 30% off;

- when buying 30 pcs. - 35% off*

*The promotion for 30 ml creams and free lipstick to orders from 85 GBP lasts until 31.12.2024 or until stocks last.

*During the 3+1 promotion on 300 ml creams and lotions, the volume offer does not include these products.

Products indicated in items 14-17 above will not be available in the Promotion on the main Indigo website, but will be available at Indigo distributors.

6. Entry to the Promotion is voluntary.

7. During the Promotion, each Participant may place any number of orders.

1. Withdrawal from the sales contract

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 is possible insofar as it represents a whole set of new and unused items purchased in the Promotion.

1. Complaints

1. All complaints regarding the way the Promotion is conducted should be submitted by Participants via email to: reklamacje@indigo-nails.com, customerservice@indigo-nails.co.uk, quejas@indigo-nails.es.
2. The complaint should include the note: "December 2024 Promotion".
3. Complaints can be submitted throughout the duration of the Promotion, and up to 14 days from the date of release of products that are the subject of the sales contract concluded under the Promotion.
4. The complaint should contain the following data of the complainant: name, surname and exact address, as well as the exact description and reason for the complaint, as well as the claim of the complainant.
5. Complaints submitted after the deadline or not containing the information referred to in paragraph 5 will not be considered.
6. Complaints will be considered immediately, but no later than within 30 days from the date of their receipt by the Organizer.

7.

1. Protection of personal data

1. The Administrator of the personal data of the Promotion Participants is the Organizer from whom the Participant purchased products under the Promotion.
2. The personal data collected in connection with the Promotion shall be processed for the purpose of executing the Sales Agreement, for accounting purposes, as well as for the investigation of claims and defense against claims arising from the Sales Agreement - based on the legitimate legal interest of the Administrator, which is the investigation of claims and defense against claims.
3. Participants' personal data may be disclosed to entities supporting the Organizer

with the implementation of the Promotion, including in particular marketing agencies, courier companies, Postal Operator, law firm, accounting office.

1. In connection with the processing of personal data by the Organizer, Participants are entitled to the following rights:
 1. The right to access the data and the right to request rectification, deletion or restriction of data processing;
 2. The right to transfer the provided personal data to another administrator;
 3. The right to object to the processing of the data.
2. Participants also have the right to file a complaint with the relevant supervisory authority.
3. The personal data of Participants in the Promotion will be kept for the period during which it is possible to make complaints, and in the case of complaints - for the time necessary to process the complaint, until the statute of limitations for claims.

4. Providing personal data is voluntary, however, it is a prerequisite for the execution of the sales contract. The consequence of not providing personal data will therefore be the inability to execute the sales contract.
5. Personal data will not be subject to profiling.
6. Personal data will not be transferred outside the EEA.

1. **Final provisions**

1. These Terms and Conditions are available throughout the Promotion at <https://www.indigo-nails.com/>.
2. The Terms and Conditions shall enter into force on the date of commencement of the Promotion.
3. During the period of the Promotion, the lead time may be extended.
4. By taking part in the Promotion, the Participant accepts their rules contained in these Terms and Conditions and declares that he/she has familiarized himself/herself with the rules of the Promotion, as defined in the Terms and Conditions, and does not raise any objections in this respect.
5. The Organizer 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 will be respected. In particular, the Organizer reserves the right to shorten the duration of the Promotion or to exclude particular items from the Promotion as a result of running out of stock. Such decision may be made separately by the Organizer.