

# TERMS AND CONDITIONS OF THE PROMOTION ‘Halloween 2024 Promotion’. (‘Terms and Conditions’).

## Preamble

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

By organising this Promotion, the Organiser wishes to support 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 ambulant persons.

**Under no circumstances is the Promotion intended for entrepreneurs selling cosmetic products, including INDIGO NAILS brand products , 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 persons who participate in the Promotion even though they do not fulfil the terms and conditions of participation will be subject to prosecution,

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

## 1. Organiser and Duration of the Promotion

1. The organiser of the Promotion ‘Halloween 2024 Promotion’ (hereinafter: ‘Promotion’) - via:
  1. the online shop <https://www.indigo-nails.com/eu-de/> (hereinafter: Organiser 1);
  2. the online shop <https://www.indigo-nails.co.uk> is 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: Organiser 2);
  3. 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 BARCELONA Registry, under NIF number: B10731271, with its registered office at: Calle Gelabert 38, mezzanine 1<sup>a</sup>, 08029 Barcelona. (hereinafter: Organiser 3);

4. Indigo Nails stationary salon in Łódź at Senatorska Street 14/16, 93-192 and online shop <https://www.indigo-nails.com/> is Indigo Nails Sp. z o.o. with the registered office in Łódź at Senatorska Street 14/16, 93-192 Łódź, entered into the Register of Entrepreneurs by the District Court for Łódź-Śródmieście in Łódź, XX Economic Division of the National Court Register under KRS number: 0001099337, holding NIP: 7292755541 and REGON 528319750 (hereinafter: Organizer 4).
2. The Promotion may also be organised by distributors of the INDIGO NAILS brand, who have joined it.
3. The Promotion shall run from 14.10.2024 at 00:01 (CET) until 31.10.2024 at 23:59 (CET) or until stocks are exhausted or the Promotion is cancelled by the Organiser (hereinafter: Promotion Duration).
4. The Promotion may also be organised by the distributors themselves in the stationary shops and online shops they run - this is a voluntary participation.

## 1. General provisions

1. The Promotion shall take place 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 the Terms and Conditions and accepts all rules of the Promotion included in the Terms and Conditions.

## 1. Participation in the Promotion

1. The Participant in the Promotion shall be a consumer, i.e. a natural person making a legal act 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, subject to paragraph 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 on a professional basis, 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:
  1. If there has been no surrender of the object of the sales agreement entered into during the Promotion - to withdraw from the sales agreement (within 2 months of entering into it) and not to surrender the object of the sales agreement, 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 surrender of the object of sales on payment of the difference - depending on the decision of the Organiser;
  2. 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 the order covered by the Promotion in the amount of EUR 3.20 per each item constituting the order.

#### **1. Terms and Conditions of the Promotion**

1. The Participant takes part in the Promotion by placing an order in the Organiser's online shop during the Promotion period.
2. The Promotion applies to orders placed during the Promotion period without territorial restriction, subject to the territorial delivery conditions applicable to the Organiser.
3. The Promotion consists in the fact that during the Promotion the Participant can buy 4 hybrid varnishes in the shades: orange, brown, violet, red for the price of three.
4. Joining the Promotion is voluntary.
5. During the Promotion, each Participant may place any number of orders.

#### **1. Withdrawal from the sales agreement**

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

#### **1. Complaints**

1. Any complaints regarding the way in which the Promotion is conducted should be submitted by Participants by email to: reklamacje@indigo-nails.com, customerservice@indigo-nails.co.uk, quejas@indigo-nails.es.
2. The complaint should include the note: 'Halloween 2024 Promotion'.
3. Complaints may be submitted 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.
4. 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.
5. Complaints lodged after the deadline or not containing the information referred to in Clause 5 shall not be examined.
6. Complaints will be considered immediately, however no later than within 30 days of their receipt by the Organiser.

#### **1. Protection of personal data**

1. The Administrator of the personal data of the Participants in the Promotion shall be the Organiser with whom the Participant purchased products in the Promotion.
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 - based on the Administrator's legitimate legal interest in pursuing claims and defending against claims.
3. The personal data of the Participants may be disclosed to entities supporting the Organiser

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

1. In connection with the Organiser's processing of personal data, Participants shall have the following rights:
  1. the right of access to the data and the right to request rectification, erasure or restriction of its processing;
  2. The right to transfer the personal data provided to another controller;
  3. The right to object to the processing of the data.
2. Participants also have the right to lodge a complaint with the competent supervisory authority.
3. The personal data of Participants in the Promotion 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.
4. 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.
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 duration of the Promotion at <https://www.indigo-nails.com/>.
2. The Terms and Conditions enter into force on the date the Promotion starts.
3. During the period of the Promotion, lead times may be extended.
4. By participating in the Promotion, the Participant accepts the rules 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 period of 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 duration of the Promotion or to exclude individual items from the Promotion as a result of running out of stock. The Organiser may make such a decision separately.