

REGULATIONS of the PROMOTION "Promotion for gels 1+1" (hereinafter "Regulations").

Preamble

This Promotion is dedicated to stylists - those who run beauty salons as well as those who carry out nail styling as employees of beauty salons or as freelancers.

By organising this Promotion, the organiser wants 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 freelance basis.

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

It is not the purpose of the Promotion to make entities professionally engaged in the sale of cosmetic products, including products of the INDIGO NAILS brand, participate in the Promotion, purchase products at lower promotional prices, and then sell 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 consequences shall be drawn against persons who participate in the Promotion even though they do not meet the conditions of participation.

I. Organiser and duration of the Promotion

1. The organiser of the Promotion "Promotion for 1+1 gels" (hereinafter: "Promotion"):
 - a) via the online shop <https://www.indigo-nails.com/> and <https://www.indigo-nails.com/eu-de/> is Indigo Nails Sp. z o.o. with the registered office in Łódź, ul. Senatorska 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, REGON: 528319750, NIP: 7292755541, BDO: 000643230, with the share capital of 10,100,000.00 PLN (hereinafter: Organizer 1).
 - b) via 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, whose registered office is 20-22 Wenlock Road, London, England, N1 7GU (hereinafter: the Organizer 2)
 - c) through 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 Registry of BARCELONA, under NIF: B10731271, with its registered office at: Calle Gelabert 38, mezzanine 1^a, 08029 Barcelona. (hereinafter: Organizer 3).
2. The Promotion shall run from 20.01.2025 at 00:01 (GMT +2) until stocks last or the Promotion is cancelled by the Organiser (hereinafter: Promotion Period).
3. Each Organiser is responsible separately for the running of the Promotion, changes to its rules or its cancellation.

II. General provisions

1. The promotion will take place in accordance with these Terms and Conditions.
2. Before entering the Promotion, the Participant should 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 its provisions and accepts all the rules of the Promotion contained in the Terms and Conditions.

III. Participation in the Promotion

1. Both 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, 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 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 paragraph 2 take part in the Promotion, or in the event that a Participant puts the products purchased in the Promotion on sale, the Organiser shall have the right:
 - a) If the object of the sales agreement entered into during the Promotion has not been released - withdraw from the sales agreement (within 2 months from 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 within the Promotion conditional on releasing the object of sale upon payment of the difference - depending on the decision of the Organiser;
 - b) If there has been a surrender of an object of sale agreement entered into during the Promotion - 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 addition, in each of the cases described in section 3, the Organiser may claim from the Participant reimbursement of the logistic costs connected with the processing of the order covered by the Promotion in the amount of EUR 3.20 for each item comprising the order.

IV. Terms and conditions of the Promotion

1. The Participant takes part in the Promotion by placing an order in the online shop of any of the Organisers i.e. at <https://www.indigo-nails.com/>, <https://www.indigo-nails.com/eu-de/>, <https://www.indigo-nails.co.uk> and <https://www.indigo-nails.es/> 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 is based on the fact that during the Promotion period the Participant purchasing one UV building gel will receive a second UV building gel (cheaper) free of charge.** The UV building gels described in Appendix 1 are eligible for the Promotion. The Participant may freely mix types and capacities of gels, but in any case it is the cheapest product that will be free of charge. **To take advantage of the Promotion, the Participant must order products from the hybrid varnish category (colours, bases and tops) for a minimum of PLN 100 / EUR 26 / GBP 22 gross. This means that only products from the aforementioned category (not including complimentary products) must together reach this value for the discount on gels to be automatically granted**

4. In order to participate in the Promotion, the Participant must add both gels to the shopping cart, i.e. the one purchased at the regular price and the one he/she will receive as a freebie. If the Participant does not do so - he/she will not use the Promotion, the free gel will not be added automatically. In the case of adding two gels or multiples of gels to the basket, the cheaper product will be discounted at the basket level.
5. Entry to the Promotion is voluntary.
6. During the Promotion, each Participant may place as many orders as he/she wishes.

V. Withdrawal from the sales contract

In the event that the provisions of common 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 constitutes a whole set of new and unused items purchased in the Promotion.

VI. Complaints

1. Any complaints regarding the way in which the Promotion is conducted should be made by Participants by email to the Organiser with whom they placed their order.
2. In the case of a Promotion organised by:
 - a) Organiser 1 - Complaints will be submitted to: reklamacje@indigo-nails.com or by post to the Organiser's registered office address given in section I of the Regulations.
 - b) Organiser 2 - complaints will 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 the caption "1+1 gel promotion".
4. Complaints can be made throughout the duration of the Promotion and up to 14 days from the date of issue of the products which are the subject of the sales contract concluded under the Promotion.
5. The complaint should contain the following details of the complainant: name, surname and exact address, as well as a detailed description and reason for the complaint and the complainant's request.
6. Complaints submitted after the deadline or which do not contain the information referred to in paragraph 5 will not be considered.
7. Complaints will be dealt with immediately, but no later than within 30 days of receipt by the Organiser.

VII. Data protection

1. The Administrator of the personal data of the Promotion Participants is the Organiser.
2. Personal data collected in connection with the Promotion shall be processed for the performance of the Sales Agreement, for accounting and bookkeeping purposes, as well as for the investigation of claims and defence against claims arising from the Sales Agreement - on the basis of the Administrator's legitimate legal interest in the investigation of claims and defence against claims.
3. Participants' personal data 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, an accounting office.
4. In connection with the Organiser's processing of personal data, Participants have the following rights:
 - a) The right of access to the data and the right to request their rectification, erasure or restriction of their processing;
 - b) The right to transfer the personal data provided to another controller;

- c) The right to object to the processing.
- 5. Participants also have the right to lodge a complaint with the President of the Data Protection Authority.
- 6. The personal data of the Promotion Participants will 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 process the complaint, until the statute of limitations for claims.
- 7. The provision of personal data is voluntary, however, it is a prerequisite for the performance of the sales contract. The consequence of not providing personal data will therefore be that the sales contract cannot be fulfilled.

VIII. 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/> and <https://www.indigo-nails.co.uk> and
- 2. The Terms and Conditions shall come into force on the date of commencement of the Promotion.
- 3. During the Promotion period, lead times may be extended.
- 4. By participating in the Promotion, the Participant accepts the rules contained in these 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 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, provided that the rights acquired by the Participants before the change shall be respected. In particular, the Organiser reserves the right to shorten the period 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.

Annex 1

List of gels included in the Promotion

10150144	Builder Clear 15ml
10150145	Builder Clear 30ml
10150146	Builder Clear 50ml
10150143	Builder Clear 5ml
10150152	Easy Shape Cover 15ml
10150153	Easy Shape Cover 30ml
10150154	Easy Shape Cover 50ml
10150151	Easy Shape Cover 5ml
10150158	Easy Shape Light Rose 15ml
10150156	Easy Shape Light Rose 30ml
10150157	Easy Shape Light Rose 50ml
10150155	Easy Shape Light Rose 5ml
10150160	Easy Shape Milky Pink 15ml
10150161	Easy Shape Milky Pink 30ml
10150162	Easy Shape Milky Pink 50ml
10150159	Easy Shape Milky Pink 5ml
10150164	Easy Shape Rosy 15ml

10150165	Easy Shape Rosy 30ml
10150166	Easy Shape Rosy 50ml
10150163	Easy Shape Rosy 5ml
10150216	Easy Shape White 15ml
10150217	Easy Shape White 30ml
10150218	Easy Shape White 50ml
10150215	Easy Shape White 5ml
10150184	Self Leveling Gel 110 Natural 15ml
10150186	Self Leveling Gel 110 Natural 50ml
10150187	Self Leveling Gel 110 Porcelain 15ml
10150189	Self Leveling Gel 110 Porcelain 50ml
10150190	Self Leveling Gel 70 Natural 15ml
10150192	Self Leveling Gel 70 Natural 50ml
10150193	Self Leveling Gel 70 Porcelain 15ml
10150195	Self Leveling Gel 70 Porcelain 50ml
10150200	Self Leveling Gel with Proteins 120 Clear 15ml
10150201	Self Leveling Gel with Proteins 120 Clear 50ml
10150202	Self Leveling Gel with Proteins 90 White 15 ml
10150203	Self Leveling Gel with Proteins 90 White 50 ml
10150176	Take Your Time Builder 15ml
10150177	Take Your Time Builder 30ml
10150178	Take Your Time Builder 50ml
10150175	Take Your Time Builder 5ml
10150036	Perfect Base Gel Brush 15ml
10150037	Perfect Base Gel Brush 5ml
10150181	Cover Pink 30ml
10150180	Cover Pink 5ml