

## **TERMS AND CONDITIONS OF THE PROMOTION "VALENTINE'S DAY 2025" ("Terms and Conditions").**

### **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 "Valentine's Day 2025" (hereinafter: the "Promotion"):
  - a) via the online shop <https://www.indigo-nails.com/> and <https://www.indigo-nails.com/eu-de/> is INDIGO NAILS spółka z ograniczoną odpowiedzialnością with its registered office in Łódź, ul. Senatorska 14/16, 93-192 Łódź, registered in the Register of Entrepreneurs kept by the District Court for Łódź - Śródmieście in Łódź, XX Commercial Division, under KRS number 0001099337, holding REGON: 52831975000000, NIP: 7292755541, BDO: 000643230, with share capital of PLN 10,100,000.00 (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 Organiser 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 1ª, 08029 Barcelona. (hereinafter: Organiser 3).
2. The Promotion shall run from 10.02.2025 at 8.00 a.m. until 17.02.2025 at 8.00 a.m. ((GMT +2) or 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.
4. The promotion can also be organised by Indigo brand distributors who have joined.

## **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 taking part 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 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 the Participant can buy selected hybrid varnishes in red colour at a promotion of -10% from the regular price.** The list of hybrid varnishes included in the Promotion is attached as Appendix 1 to the Terms and Conditions.
4. Entry to the Promotion is voluntary.
5. 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](mailto: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](mailto:customerservice@indigo-nails.co.uk)
  - c) Organiser 3 - complaints will be submitted to: [quejas@indigo-nails.es](mailto:quejas@indigo-nails.es)
3. The complaint should include the caption "Valentine's Day 2025 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 come into force on the date the Promotion starts.
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 duration of the Promotion or to exclude particular items from the Promotion as a result of running out of stock. The Organiser may make such a decision separately.

Annex 1:

List of varnishes included in the Promotion :

10370008                      Red a Porter Gel Polish 7ml

10370304                      Adios Amigos Gel Polish 7ml

|          |                                |
|----------|--------------------------------|
| 10370683 | Burnt Orange Gel Polish 7ml    |
| 10370314 | Karaoke Queen Gel Polish 7ml   |
| 10370071 | Goji Berries Gel Polish 7ml    |
| 10370152 | Valentina Gel Polish 7ml       |
| 10370395 | Matrona Gel Polish 7ml         |
| 10370028 | Catwalk Gel Polish 7ml         |
| 10370472 | Happy Birthday Gel Polish 7ml  |
| 10370478 | Funky Monkey Gel Polish 7ml    |
| 10370115 | Neon Red Gel Polish 7ml        |
| 10370220 | Romeo Gel Polish 7ml           |
| 10370202 | Devil Wears Red Gel Polish 7ml |
| 10370262 | Daltonista Gel Polish 7ml      |
| 10370438 | Red Fred Gel Polish 7ml        |
| 10370267 | Retro Red Gel Polish 7ml       |
| 10370344 | Countess Gel Polish 7ml        |