

Terms and conditions of the promotion "Conference promotion vol. 14", hereinafter: "Terms and conditions".

Preamble

The Promotion and the Competition are dedicated to stylists - both those who run beauty parlours, as well as those who perform nail styling services as employees of beauty parlours or as freelancers. By organising this Promotion and the Competition the Organiser wishes to support, through price reductions and prizes in kind, smaller entrepreneurs who provide nail styling services with INDIGO NAILS products, both those who run beauty parlours and those who carry out nail styling as employees of beauty parlours or ambulant persons, thus levelling the playing field and enabling them to obtain products necessary for nail styling at lower prices during the Promotion or as prizes in the Competition, i.e. without incurring any financial expenditure.

In any case, the Promotion and the Competition are not intended for entrepreneurs who sell cosmetic products, including INDIGO NAILS brand products, as part of their business activities (distributors, sub-distributors, wholesalers).

It is not the purpose of the Promotion and Contest for those professionally involved in the sale of cosmetic products, including INDIGO NAILS brand products, to participate in the Promotion and Contest, purchase products at lower promotional prices or win prizes, and then sell the products obtained at a cheaper price or as prizes at an even higher profit for their sales activities. Such actions are strongly objected to by the Organiser, and consequences will be drawn against those who participate in the Promotion and Contest despite not meeting the conditions of participation.

II. Organiser and duration

1. The organiser of the promotional action "**Conference promotion vol. 14**" (hereinafter: "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, 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: 0000919132, holding NIP (Tax Identification Number): 7272792881 and REGON (Business Identification Number): 101805889 (hereinafter: the Organiser 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, with its registered office at: 20-22 Wenlock Road, London, England, N1 7GU (hereinafter: 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 registered office at : Calle Gelabert 38, mezzanine 1ª, 08029 Barcelona. (hereinafter: Organiser 3).
2. The Promotion shall run during the Indigo Conference i.e. **on 23.11.2024 from 10.00 a.m. until 24.11.2024 at 11:59 p.m. (GMT +2) or until the stocks are exhausted or the Promotion is cancelled by the Organiser** (hereinafter: the duration of the Promotion or the Conference) - whatever comes first.
3. Promotions can also be organised by INDIGO NAILS brand distributors on their own in their stationary shops and online - the distributor's participation in the Promotion is voluntary.
4. Each Organiser is responsible separately for the running of the Promotion, changes to its rules or its cancellation.
5. The Organisers are jointly organising a Competition for the three highest orders placed during the Promotion. The Competition is linked to participation in the Promotion.

III. General provisions

1. The Promotion and the Competition 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, including agreeing to participate in the Contest, which is linked to the organised Promotion.

IV. Participation in the Promotion and Contest

1. Both a consumer, i.e. a natural person making a legal action under the terms of these Terms and Conditions not directly connected with his/her business or professional activity, as well as an entrepreneur running a business or professional activity on his/her own behalf, may participate in the Promotion and Contest, subject to paragraph 2.
2. Distributors, sub-distributors, wholesalers, and persons who display products in marketplaces cannot participate in the Promotion and the Contest - this also applies to persons who perform a representative function in the above mentioned entities, as well as partners in the above mentioned 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 listed in paragraph 2 above participate in the Promotion, the Organiser shall have the right:
 - a) if the object of the sales contract concluded during the Conference has not been handed over - withdraw from the sales contract (within 2 months from its conclusion) and not hand over the object of the sales contract, or demand a refund of 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, conditioning the handing over of the object of sales on payment of the difference - depending on the decision of the Organiser;
 - b) if the object of the sales contract concluded during the Conference has been handed over - withdraw from the sales contract (within 2 months from its conclusion) and demand a return of the object of sale or demand a return of 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 the event that any of the persons mentioned in paragraph 2 or 3 above were to participate in the Competition and become entitled to the Prize, the Organiser shall have the right:
 - a) if the Prize has not been dispatched, depriving the participant of his/her right to the Prize due to non-fulfilment of the conditions of participation in the Competition, which will entail the Prize not being dispatched;
 - b) if the Prize has been dispatched, to deprive the participant of his/her right to the Prize due to failure to meet the conditions of participation in the Competition, and consequently to demand a return of the Prize in kind or demand a refund of the Prize's value - depending on the Organiser's decision.
5. In addition, in any of the cases described in Paragraphs 3 and 4 above, the Organiser may claim from the participant reimbursement of logistical costs connected with the processing of the order covered by the Promotion and shipping of the Prize in the Competition.
6. The Entrant undertakes not to sell the products obtained as part of the Prize for winning the Competition, under pain of the consequences described in paragraphs 3 and 4.

V. Terms and conditions of the Promotion

1. The Participant takes part in the Promotion by purchasing products covered by the Promotion from the Organiser during the Promotion period.
2. The Promotion and the Competition applies to orders placed during the Promotion period both in Poland and abroad through shops operated under the following links:
 - a) <https://www.indigo-nails.com/>

- b) <https://www.indigo-nails.com/eu-de/>
 - c) <https://www.indigo-nails.co.uk>
 - d) <https://www.indigo-nails.es>
3. The rules of delivery and the territorial scope of delivery are defined separately by each Organiser.
 4. The promotion includes:
 - a) 2+1 for bases, colours, tops can be mixed * with Protein Base (all hybrid varnish category);
 - b) 2+1 body care category, excluding sets;
 - c) 2+1 gels and acrylics (building gels only);
 - d) cosmetics kits at promotional prices - the list and composition of the kits can be found in Appendix 1.
 - e) Promotions do not combine.
 5. Promotions will accrue automatically when you add products to your basket.

VI. Terms and conditions of the competition

1. The organisers will jointly select, in the form of a ranking, the three orders of the highest value placed during the Promotion within two weeks of the end of the Promotion. Orders placed via the online shop <https://www.indigo-nails.com/>, <https://www.indigo-nails.com/eu-de/>, <https://www.indigo-nails.co.uk>, <https://www.indigo-nails.es> will be taken into account in the competition. The participants who have placed 3 orders of the highest value shall receive the Prize (Winners). Depending on their place in the ranking, the Prize takes the form of:
 - a) First place - Voucher in the amount of PLN 1,500;
 - b) Second place - Voucher in the amount of PLN 1,000;
 - c) Third place - Voucher of PLN 500.
2. The vouchers referred to in paragraph 1 can be redeemed until 01.03.2025.
3. The Competition will be adjudicated and the Organisers will announce the profile names of the Winners on Instagram by 23.12.2024. - announcement will be made on each Organiser's Instagram portal.
4. For the purpose of evaluating the order with the highest value, the amount of orders placed by the Participant through the online shops will be calculated as follows:
 - a) <https://www.indigo-nails.co.uk> will be converted from British pounds sterling to Polish zlotys according to the average exchange rate of the National Bank of Poland (NBP) on the day the order is placed, in order to standardise the value of the transaction for the purpose of the Organisers' joint Competition;
 - b) <https://www.indigo-nails.com/eu-de/> and <https://www.indigo-nails.es> in order to standardise the value of transactions for the purpose of the Organisers' joint competition, will be converted from the Euro to Polish zloty according to the average exchange rate of the National Bank of Poland on the day the order is placed.
5. Winners will be informed of the award of the prize by the Organiser from whom they purchased the products by email.
6. The Prizewinner is obliged to notify the Organiser, from whom he/she has received the email referred to in paragraph 4 above, of the details for the dispatch of the Prize within 7 days from the date of notification of the award of the Prize.
7. The prize is handed over to the Winner by the Organiser with whom he/she placed the order included in the ranking.
8. The prize is not exchangeable for a cash equivalent.
9. The Prize Winner may surrender the Prize, failure to provide shipping details within 7 days of notification of the Prize is tantamount to surrendering the Prize

VII. Shipping and customs costs

1. For orders made outside:
 - a) the territory of the Republic of Poland and the territory of the Federal Republic of Germany (for purchases made with the Organiser 1),
 - b) UK territory (for purchases made with the Organiser 2)
 - c) Spanish territory (in the case of purchases made with the Organiser 3) The Participant shall bear the cost of shipping the order and any customs fees.
2. In the event that the Prize is received by an Entrant from outside the territory of the Republic of

Poland, the Federal Republic of Germany, the United Kingdom, Spain, the Entrant shall bear the cost of shipping of the Prize and customs fees related thereto.

VIII. Withdrawal from the sales contract and complaints

1. 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.
2. Any complaints regarding the way in which the Promotion or the Competition is conducted should be made by Participants by email to the Organiser with whom they placed their order.
3. In the case of a Promotion organised by:
 - a) Organiser 1 - complaints will be reported to: konferencja@indigo-nails.com;
 - b) Organiser complaints will be reported to address: customerservice@indigo-nails.co.uk;
 - c) Organiser 3 - complaints will be submitted to: quejas@indigo-nails.es.
4. In the case of the Competition - complaints should be submitted to the Organiser from whom the Participant purchased the products during the Promotion.
5. The complaint should be marked "Conference promotion vol.14".
6. Complaints regarding the Promotion can be made throughout 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.
7. Complaints about the Competition can be made for a period of 14 days from the selection of the Winners and, in the case of Winners, within 14 days of receiving the Prize.
8. 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.
9. Complaints submitted after the deadline or not containing the information referred to in paragraph 7 will not be considered. The date of sending of the complaint shall be deemed to be the date:
 - a) for complaints sent by post, the date of the postmark on the parcel containing the complaint;
 - b) for complaints sent by e-mail, the date of confirmation of receipt of the e-mail by the Organiser.
10. Complaints will be dealt with immediately, but no later than within 14 days of receipt by the Organiser.

IX. Data protection

1. The Administrator of the personal data of the Participants in the Promotion and the Contest is the Organiser from whom the Participant purchased products in the Promotion.
2. Personal data collected in connection with the Promotion shall be processed for the purpose of performance of the Sales Agreement, for accounting purposes, as well as for the purpose of pursuing claims and defending against claims under the Sales Agreement - on the basis of a justified legal interest of the Administrator, which is the pursuit of claims and defending against claims. Personal data is also collected for the purpose of the Competition and Prize dispatch - on the basis of the legitimate legal interest of the Organiser, i.e. the conduct of the Competition.
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 competent supervisory 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 fulfilment of sales contract. The consequence of not providing personal data will therefore be that the sales contract cannot be fulfilled.
8. Personal data will not be subject to profiling.
9. Personal data will not be transferred outside the EEA or to an international organisation.

X. Final provisions

1. These Terms and Conditions are available throughout the Promotion on the Organisers' websites: <https://www.indigo-nails.com/>, <https://www.indigo-nails.com/eu-de/>, <https://www.indigo-nails.co.uk>, <https://www.indigo-nails.es>.
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 taking part in the Promotion and the Competition, the Participant accepts the rules contained 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 Organisers reserve 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 Organisers reserve 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.

Annex 1

SMALL set	Price PLN after discount	Price EUR after reduction	GBP price after reduction	USD price after reduction
Wintereska Gel Polish 7ml	192	50	45	50
Elfira Gel Polish 7ml				
Frozalinda Gel Polish 7ml				
Holo Small Gel Polish 7ml				
Holo Medium Gel Polish 7ml				
Christmas 01 mini stamp plate				
Quick Stamp Mr. White 7ml				
Quick Stamp Goldzilla 7ml				

All set - creams	Price PLN after discount	Price EUR after reduction	GBP price after reduction	USD price after reduction				
Wintereska Gel Polish 7ml								
Elfira Gel Polish 7ml								
Frozalinda Gel Polish 7ml								
Holo Small Gel Polish 7ml								
Holo Medium Gel Polish 7ml								
Tip top Top Coat 7ml								
Christmas 01 stamp plate								
Quick Stamp Rosélinda 7ml								
Quick Stamp Fabuluxe 7ml								
Quick Stamp Alchemist 7ml								
Quick Stamp Prismadame 7ml								
Quick Stamp Goldzilla 7ml								
Quick Stamp Red-y Or Not 7ml					577	148	128	148
Quick Stamp Forest Stamp 7ml								
Quick Stamp Rubinella 7ml								
Quick Stamp Mr. White 7ml								
Quick Stamp Mr. Black 7ml								
Mom's Apple Pie hand cream 300ml								
Lollipop hand cream 300ml								
Oman Spirit hand cream 300ml								
Mousse Gel Pink no. 1 15 ml								
Mousse Gel Beige no. 1 15 ml								
Self-adhesive nail stickers Christmas 01								
Self-adhesive nail stickers Christmas								

02				
Self-adhesive nail stickers Christmas 03				
Self-adhesive nail stickers Christmas 04				
Voucher for any course 150 PLN				

* voucher code for a £150 voucher for any course for £150 - the code is valid until the end of the year and once used, access to the course is for 2 days

	Price PLN after discount	Price EUR after reduction	GBP price after reduction	USD price after reduction
All set - lotions	577	148	128	148
Wintereska Gel Polish 7ml				
Elfira Gel Polish 7ml				
Frozalinda Gel Polish 7ml				
Holo Small Gel Polish 7ml				
Holo Medium Gel Polish 7ml				
Tip top Top Coat 7ml				
Christmas 01 stamp plate				
Quick Stamp Rosélinda 7ml				
Quick Stamp Fabuluxe 7ml				
Quick Stamp Alchemist 7ml				
Quick Stamp Prismadame 7ml				
Quick Stamp Goldzilla 7ml				
Quick Stamp Red-y Or Not 7ml				
Quick Stamp Forest Stamp 7ml				
Quick Stamp				

Rubinella 7ml				
Quick Stamp Mr. White 7ml				
Quick Stamp Mr. Black 7ml				
Mom's Apple Pie hand cream 300ml				
Lollipop hand cream 300ml				
Oman Spirit hand cream 300ml				
Mousse Gel Pink no. 1 15 ml				
Mousse Gel Beige no. 1 15 ml				
Self-adhesive nail stickers Christmas 01				
Self-adhesive nail stickers Christmas 02				
Self-adhesive nail stickers Christmas 03				
Self-adhesive nail stickers Christmas 04				
Voucher for any course 150 PLN				

* voucher code for a £150 voucher for any course for £150 - the code is valid until the end of the year and once used, access to the course is for 2 days

JUMP TO THE FUTURE set	Price PLN after discount	Price EUR after reduction	GBP price after reduction	USD price after reduction
Vanilla Pancake 300 ml cream	98	25	22	25
Tip Top Coat 7ml				
Tottle Summer Joy cream 60 ml				
Summer Joy - perfume 10ml				

CHILDREN'S PAINTS SET	Price of the kit EN	EURO set price	Set price GBP	Set price USD
Andzia / Angel baby varnish 5 ml	39	9,9	8,3	9,9
Poppy baby varnish				

5 ml				
Olaf varnish for children 5 ml				