

# *Annex to the Promotion Terms and Conditions 'Conference promotion vol. 13'.*

*The Rules and Regulations of the Promotion 'Conference Promotion Vol. 13' are hereby amended as follows,*

*(1) Point VI, paragraphs 1 and 2 of the Rules and Regulations shall be amended by making them read as follows:*

- 1. The Organisers shall, within two weeks from the end of the Promotion, jointly select in the form of a ranking the three orders of the highest value placed during the Promotion. The competition will take into account 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>. 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:*
  - 1. 1st place - Voucher in the amount of PLN 1500;*
  - 2. II place - Voucher in the amount of PLN 1,000;*
  - 3. 3rd place - Voucher in the amount of PLN 500.*

*The vouchers mentioned in item 1 can be redeemed until 31 December 2024.*

- 1. The Competition shall be resolved and the Organizers shall announce the names of the Winners' profiles on Instagram by 30.09.2024. - announcement will be made on the Instagram portal of each Organiser.*

*(2) The remaining provisions of the Rules shall remain unchanged.*

*(3) The consolidated text of the Terms and Conditions is attached as Annex 1 to this annex.*

*4 The amendments shall enter into force on 18.09.2024.*

*Attachment No. 1*

***Uniform text of the Regulations of the promotion 'Conference promotion vol. 13', hereinafter referred to as the 'Regulations'.***

**Terms and conditions of the promotion 'Conference promotion vol. 13', hereinafter referred to as 'Terms and Conditions'.**

## Preamble

*This Promotion and the Contest are dedicated to stylists - both those who run beauty parlours, as well as those who perform nail styling as employees of beauty parlours or ambulant. By organising this Promotion and the Competition, the Organiser wishes to support, through price reductions and prizes, smaller entrepreneurs who provide nail styling services with INDIGO NAILS products, both those who run a beauty salon and those who carry out nail styling as employees of a beauty salon or ambulant. This will level the playing field and enable 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.*

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

*The Promotion and the Competition are not intended for entities professionally involved in the sale of cosmetic products, including products of the INDIGO NAILS brand, to take part in the Promotion and the Competition, buy 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 activity. Such actions are strongly objected to by the Organiser, and consequences will be drawn against those who participate in the Promotion and the Competition despite not meeting the conditions of participation.*

### 1. Organiser and duration

1. The organiser of the promotional action ‘**Conference Promotion vol. 13**’ (hereinafter: ‘Promotion’):
  1. 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 registered office in Łódź, ul. Senatorska 14/16, 93-192 Łódź, entered in 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: 7272792881 and REGON: 101805889, BDO: 000034717 (hereinafter: Organiser 1);
  2. 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 with Companies House under the number 12076727, VAT: GB332687684, whose registered office is at: 20-22 Wenlock Road, London, England, N1 7GU (hereinafter: Organiser 2);
  3. through the online shop <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: B10731271, with its registered office at : Calle Gelabert 38, mezzanine 1<sup>a</sup>, 08029 Barcelona. (hereinafter: Organiser 3).
1. The Promotion will run during the Indigo Conference i.e. **on 31.08.2024 from 10.00 a.m. until 01.09.2024 at 23:59 (GMT +2) or until stocks are exhausted or the Promoter cancels the Promotion** (hereinafter: the Promotion duration or the Conference) - whatever comes first.
2. The Promotion may 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.
3. Each Organiser is responsible separately for running the Promotion, changing its rules or cancelling it.
4. The Organisers jointly organise a Competition for the three highest orders placed during the

Promotion. The Competition is linked to participation in the Promotion.

## **1. General Provisions**

1. The Promotion and the Competition shall take place in accordance with these Terms and Conditions.
2. Before entering the Promotion and the Contest, the Participant shall read the Terms and Conditions, in particular the terms and conditions of participation in the Promotion and the Contest.
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 contained in the Terms and Conditions, including agreeing to take part in the Contest which is linked to the Promotion.

## **1. Participation in the Promotion and the Contest**

1. The Promotion and the Promotion and the Competition shall be open to participation by 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, subject to the provisions of Clause 2.
2. Distributors, sub-distributors, wholesalers, as well as persons who display products on market squares cannot participate in the Promotion and the Contest - 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 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 case of participation in the Promotion by any of the persons listed in item 2 above, the Organiser shall have the right:
  1. if the item of the contract of sale entered into during the Conference has not been handed over - withdraw from the contract of sale (within 2 months from entering into it) and not hand over the item of the contract of sale, or demand repayment 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 conditional on handing over the item of sale subject to payment of the difference - depending on the decision of the Organiser;
  2. if the object of the sales agreement concluded during the Conference was handed over - withdraw from the sales agreement (within 2 months from its conclusion) and demand return of the object of sale or demand 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 listed in Paragraph 2 or 3 above participate in the Contest and acquire the right to the Prize, the Organiser shall have the right:
  1. if the Prize has not been dispatched - to deprive the Participant of the right to the Prize due to the Participant's failure to meet the conditions of participation in the Competition, which will entail the Prize not being dispatched;
  2. if the Prize has been dispatched, to deprive the participant of the right to the Prize due to the lack of fulfillment of the conditions of participation in the Contest, with the consequence of claiming a return of the Prize in kind or claiming a refund of the Prize's

value - depending on the Organizer's decision.

5. In addition, in each of the cases described in Paragraphs 3 and 4 above, the Organiser may claim from the Participant reimbursement of logistic costs connected with the completion of the order covered by the Promotion and shipment of the Prize in the Contest.
6. The Participant undertakes not to sell the products obtained as part of the Prize for winning the Promotion, under pain of the consequences described in Paragraphs 3 and 4.

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

1. The Entrant enters the Promotion by purchasing products included in the Promotion from the Organiser during the Promotion period.
2. The Promotion and the Contest shall apply to orders placed during the period of the Promotion 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>

1. The delivery rules and the territorial scope of delivery are defined separately by each Organiser.
2. The promotion includes:

##### a) promotional set SMALL

	PLN	EUR	GBP	USD
Autumn Trends 2024 2024 Kollektion - 12 Stk. Gel Polish 7ml + 1 Stk. Top Effekt Abracadobra UV LED 7ml Tip Top Coat 7 ml - Nicht zu verkaufen Super Matte Top Coat 7ml - Nicht zu verkaufen Protein Base Removable 7ml - Unverkäuflich Box, in der sich die oben genannten Farben befinden Gel Polish Stencil - Autumn Trends 2024 Collection Indigo Calendar 2025	546	141	127	130

**b) promotional set ALL with creams**

	PLN	EUR	GBP	USD
Autumn Trends 2024 collection - 12 pcs. Gel Polish 7ml + 1 pcs. Top Effect Abracadobra UV LED 7ml				
Tip Top Top Coat 7 ml - Not For Sale				
Super Matte Top Coat 7ml - Not For Sale				
Protein Base Removable 7ml - Not For Sale				
Box, into which the above Gel Polish colours will be placed				
Glossary - Autumn Trends 2024 Collection				
Calendar 2025	787	201	180	189
Fall in Love with Autumn Nails online course				
Hand cream 300 ml - Pumpkin Latte				
Hand Cream 300 ml - Vintage Glam Hand Cream				
300 ml - Biscotti Nail Stickers - Spiritual Gold				
Nail Stickers - Botanical				
Gold Mug in Vintage Black				
Mug in Vanilla White				
Mini buffers 80/120 - 50 pcs.				
Mini buffers 180/240 - 50 pcs				

**c) promotional set ALL with lotions**

	PLN	EUR	GBP	USD
Autumn Trends 2024 collection - 12 pcs. Gel Polish 7ml + 1 pcs. Top Effect Abracadobra UV LED 7ml	787	201	180	189
Tip Top Top Coat 7 ml - Not For Sale				
Super Matte Top Coat 7ml - Not For Sale				
Protein Base Removable				

7ml - Not For Sale  
 Box, into which the above  
 Gel Polish colours will be  
 placed  
 Glossary - Autumn Trends  
 2024 Collection  
 Calendar 2025  
 Fall In Love with Autumn  
 Nails online course  
 Body Lotion 300 ml -  
 Pumpkin Latte  
 Body Lotion 300 ml -  
 Vintage Glam  
 Body lotion 300 ml -  
 Biscotti  
 Nail art stickers - Spiritual  
 Gold

Nail Stickers - Botanical  
 Gold Mug in Vintage Black  
 Mug in Vanilla White Mini  
 buffers 80/120 - 50 pcs.  
 Mini buffers 180/240 - 50  
 pcs.

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**d) Gadget set**

	PLN	EUR	GBP	USD
Vintage Black T-shirt Vintage Black V-neck T-shirt Indigo apron Indigo calendar for 2025 Mug in Vintage Black Mug in Vanilla White	575	146,20	128	146,20

e) Notwithstanding the above, the following products can be purchased under the Promotion in the so-called 3+1 Promotion :

1. 4 products from the Home Spa category for the price of 3;
2. 4 products from the category of bases, top coats and hybrid varnishes (it is possible to combine product categories) for the price of 3;

3. 4 acrylic gels for the price of 3;
4. 4 UV gels for the price of 3;

1. All of the above promotions can be combined, allowing participants to mix products from different promotional categories. Any product tagged '3+1' added to the basket, regardless of category, will be discounted - the cheapest product will be free.
2. Promotions will accrue automatically when products are added to the basket.

#### **1. Conditions of the Competition**

1. The Organisers will, within two weeks of the end of the Promotion, jointly select in the form of a ranking the three orders with the highest value placed during the Promotion. The competition will take into account 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>. 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:
  1. 1st place - Voucher in the amount of PLN 1500;
  2. II place - Voucher in the amount of PLN 1,000;
  3. 3rd place - Voucher in the amount of PLN 500.
2. The competition will be resolved and the Organisers will announce the values of the orders placed by the Winners by 30.09.2024 on the Instagram portal of each Organiser.
3. For the purpose of evaluating the order with the highest value, the amount of the orders placed by the Participant via online shops will be calculated as follows:
  1. <https://www.indigo-nails.co.uk>, in order to standardise the value of transactions, for the purpose of the Organisers' joint Competition, will be converted from British pounds sterling to Polish zlotys, according to the average exchange rate of the National Bank of Poland on the day the order is placed;
  2. <https://www.indigo-nails.com/eu-de/> and <https://www.indigo-nails.es> in order to standardise the value of transactions, in order for the Organisers to carry out a joint Competition, will be converted from Euro to Polish Zloty according to the average exchange rate of the National Bank of Poland from the date of placing the order.
4. The prizewinners will be informed of the awarding of the prize by the Organiser from whom they purchased the products by e-mail.
5. The Prizewinner shall be obliged to notify the Organiser from whom he/she received the e-mail message specified in point 4 above of the details of the Prize dispatch within 7 days from the date of notification of awarding the Prize.
6. The Prize shall be forwarded to the Laureate by the Organiser with whom he/she has placed the order included in the ranking.
7. The Prize is not exchangeable for a cash equivalent.
8. The Prizewinner may renounce the Prize, failure to provide shipping details within 7 days from the date of notification of awarding the Prize is tantamount to renouncing the Prize.

#### **1. Shipping and customs costs**

1. In the case of orders executed outside:
  1. the territory of the Republic of Poland and the territory of the Federal Republic of Germany (in the case of purchases made with the Organiser 1),
  2. the territory of the United Kingdom (in the case of purchases made with the Organiser 2)
  3. the territory of Spain (for purchases made with the Organiser 3).

**The Participant shall bear the cost of shipping the order and any customs fees.**

1. In the event that the Prize is received by the Participant from outside the territory of the Republic of Poland, the Federal Republic of Germany, the United Kingdom, Spain, the Participant shall bear the cost of dispatch of the Prize and customs fees related thereto.

**1. Withdrawal from the contract of sale 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 shall be possible insofar as it constitutes a whole set of new and unused items purchased in the Promotion.
2. Any complaints concerning the way in which the Promotion or the Contest is conducted, Participants should submit by email to the Organiser with whom they placed the order.
3. In the case of the Promotion organised by:
  1. Organiser 1 - complaints shall be submitted to: [konferencja@indigo-nails.com](mailto:konferencja@indigo-nails.com);
  2. Organiser 2 - complaints shall be submitted to: [customerservice@indigo-nails.co.uk](mailto:customerservice@indigo-nails.co.uk);
  3. Organiser 3 - complaints will be submitted to: [quejas@indigo-nails.es](mailto:quejas@indigo-nails.es).
4. In the case of the Promotion - complaints should be submitted to the Organiser with whom the Participant purchased the products during the period of the Promotion.
5. The complaint should include a note: 'Conference Promotion vol.12'.
6. Complaints regarding the Promotion may be submitted throughout the duration of the Promotion, and also up to 14 days from the date of delivery of the products which are the subject of the sales agreement entered into under the Promotion.
7. Complaints regarding the Promotion may be submitted for a period of 14 days from the selection of the Winners, and in the case of the Winners - within 14 days from the date of receiving the Prize.
8. The complaint should contain the following data of the person submitting 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 submitting the complaint.
9. Complaints submitted after the deadline or not containing the information referred to in paragraph 8 will not be considered. The date of sending a complaint shall be deemed to be the date of its receipt:
  1. in the case of complaints sent by post - the date of the postmark on the parcel containing the complaint;
  2. in the case of complaints sent by e-mail - the date of confirmation of receipt of e-mail by the Organiser.
10. Complaints will be considered immediately, but no later than within 14 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 and the Contest 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 - 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 conducting the Competition and



dispatch of the Prize - based on the legitimate legal interest of the Organiser, which is the conduct of the Competition.

3. The Participants' personal data may be disclosed to entities supporting the Organiser in the execution of the Promotion, including in particular marketing agencies, courier companies, Postal Operator, law firm, accounting office.
4. 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.
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 will be 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.
7. 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.
8. Personal data will not be subject to profiling.
9. Personal data will not be transferred outside the EEA or to an international organisation.

#### 1. **Final provisions**

1. These Terms and Conditions are available throughout the duration of 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 come into force on the day the Promotion starts.
3. During the period of the Promotion on the lead time may be extended.
4. By participating in the Promotion and the Contest, the Participant accepts the rules of the Promotion and the Contest 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 make any objections in this respect.
5. The Organisers reserve 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 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.