

TERMS AND CONDITIONS OF THE 'WEEKEND PROMOTION' PROMOTION (hereinafter referred to as the 'Terms and Conditions').

Preamble

This Promotion is dedicated to stylists - those who run beauty parlours, as well as those who perform nail styling 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 products of the INDIGO NAILS brand, as part of their business activity (distributors, sub-distributors, wholesalers, persons displaying products in marketplaces).**

It is not the purpose of the Promotion to make entities professionally involved 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.

1. Organiser and Duration of the Promotion

1. The organiser of the Promotion 'WEEKEND PROMOTION' (hereinafter: 'Promotion'):
 1. via the online shop <https://www.indigo-nails.com/eu-de/> is INDIGO NAILS spółka z ograniczoną odpowiedzialnością with its registered office in Łódź, at 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, with NIP: 7272792881 and REGON: 101805889, share capital: PLN 12,001,303.33, 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 20-22 Wenlock Road, London, England, N1 7GU (hereinafter: the Organiser 2)
 3. 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 BARCELONA Registry, under NIF: B10731271, with its registered office at: Calle Gelabert 38, mezzanine 1ª, 08029 Barcelona. (hereinafter: Organiser 3).
1. The Promotion will run from 21.09.2024 at 00:01 (GMT +2 Central European Time) until 22.09.2024 at 23:59 (CET +2) or until stocks last or the Promotion is cancelled by the Promoter (hereinafter: Promotion Period).

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 Promoter is responsible separately for running the Promotion, changing its rules or cancelling it.

1. General provisions

1. The Promotion shall be conducted 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 design 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.
1. 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 at the online shop of any of the Organisers i.e. at <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 restrictions, subject to the territorial terms of delivery applicable to the Organisers.
3. **The Promotion is based on the fact that during the Promotion, a Participant who purchases products for at least GBP 70 in the <https://www.indigo-nails.co.uk> shop, for at least EUR 75 in the <https://www.indigo-nails.es/> shop and for at least EUR 65 in the <https://www.indigo-nails.com/eu-de/> shop can purchase acrylics with a discount of -20%.**
4. The Promotion will accrue automatically when the products are added to the basket.
5. Joining the Promotion is voluntary.
6. 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. All complaints regarding the way in which the Promotion is conducted should be made by Participants by email to the Organiser with whom they placed the order.
2. In the case of the Promotion organised by:
 1. Organiser 1 - complaints shall be submitted to: reklamacje@indigo-nails.com or by post to the Organiser's registered office address given in point I of the Regulations.
 2. Organiser 2 - complaints shall be submitted to: customerservice@indigo-nails.co.uk
 3. Organiser 3 - complaints will be submitted to: quejas@indigo-nails.es
1. The complaint should include the note: 'WEEKEND PROMOTION'.
2. Complaints may be submitted throughout the entire duration of the Promotion, and also up to 14 days from the date of issue of the products being the subject of the sales agreement concluded within the Promotion.
3. 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.
4. Complaints lodged after the deadline or not containing the information referred to in Clause 5 shall not be examined.
5. 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.
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.
3. The 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 shall have the following rights:
 1. the right of access to the data and the right to request the 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.
1. Participants also have the right to lodge a complaint with the President of the Office for Personal Data Protection.
2. The personal data of the Promotion Participants 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.
3. Providing personal data is voluntary, however, it is a necessary condition for the performance of the sales agreement. The consequence of failing to provide personal data will therefore be that the sales contract cannot be fulfilled.

1. Final provisions

1. These Terms and Conditions are available for the entire duration of the Promotion on the following websites: <https://www.indigo-nails.com/eu-de/> and <https://www.indigo-nails.co.uk> and <https://www.indigo-nails.es/>.
2. These Terms and Conditions shall enter into force on the date the Promotion starts.
3. During the period of the Promotion the lead time 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 raises no 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.