

“-10% Newsletter” Promotion Terms and Conditions

§1

GENERAL PROVISIONS

1. The Promotion will be run under the name “-10% Newsletter” (hereinafter: the “Promotion”). The conditions for participation in the Promotion are set out only in these terms and conditions (hereinafter: the “Terms and Conditions”).
2. The Organiser of the Promotion is Entire M Sp. z o.o. with its registered office in Wrocław, ul. Radomska 34, Tax Identification Number (NIP): 8943037908, Business Registry Number (REGON) 021820847, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław - Fabryczna, 6th Commercial Division of the National Court Register, under number 0000410970, with a share capital of PLN 100,000.00, fully paid up (hereinafter referred to as the “Organiser”).
3. The Promotion will be run in the HELIKON-TEX online store, available at www.helikon-tex.com, hereinafter referred to as the “Point of Sale”.
4. Parallel to the Terms and Conditions of the Promotion, the Terms and Conditions of the HELIKON-TEX store available at www.helikon-tex.com also apply.

§2

TERMS AND CONDITIONS OF THE PROMOTION

1. The Promotion will be run from: December 8, 2023, 00:00 to December 31, 23:59 Polish time (UTC +01:00) – (hereinafter the “Promotion Period”).
2. Any person who, during the Promotion Period, subscribes to the HELIKON-TEX newsletter (hereinafter: the Participant) will receive an individual, one-time promotional code valid for a period of 30 days from the date of its receipt.
3. The Promotion consists in the possibility of buying products available in the HELIKON-TEX online store at a price reduced by 10%, with a minimum purchase value of PLN 399.00, EUR 99.00 or USD 99.00, respectively.
4. The Promotion is open to natural persons with full legal capacity (over 18 years of age and not partially or completely incapacitated within the meaning of the Civil Code), purchasing goods in retail quantities for private use. Persons who do not have full legal capacity may participate in the Promotion only with the participation of their statutory representative/legal guardian, who has read and accepted these Terms and Conditions.
5. Participation in the Promotion is completely voluntary.
6. The Promotion is not applicable to wholesale purchases. Wholesale purchase shall mean a purchase during the Promotion period with the intention of reselling the ordered products.
7. The Promotion does not add up to any other price promotion or other discount codes.

§3

RETURNS AND EXCHANGES

1. Returns of products shall be made in accordance with the general rules available at: https://www.helikon-tex.com/pl_pln/zwroty-reklamacje. After returning the goods, the customer is not able to use the Promotion again after the end of the Promotion, nor is he/she entitled to other benefits resulting from the Promotion.

2. In the event of returning goods purchased as part of the Promotion, as part of the exchange of the product for the same product of a different size or colour, the Organiser undertakes to grant the customer the benefits of the Promotion, even if the exchange of the product takes place after the end of the Promotion, provided that the exchange falls within the time limits specified in the general rules for returns and exchanges: https://www.helikon-tex.com/pl_pln/zwroty-reklamacje.
3. In the event of returns and exchanges of products resulting from an error of the Organiser (e.g. sending the size, colour of the product or model of the product inconsistent with the customer's order), the Organiser undertakes to grant the customer the benefits resulting from participation in the Promotion, even if the exchange of products takes place after the end of the Promotion, provided that the exchange falls within the time limits specified in the general rules for returns and exchanges: https://www.helikon-tex.com/pl_pln/zwroty-reklamacje.

§4

COMPLAINTS

1. Complaints are handled by the Organiser. Complaints should be submitted in writing (by registered letter) to the address of the Organiser with a note on the envelope "-10% Newsletter". The written complaint should contain at least: first name, last name, exact address of the Participant, description and indication of the reasons for the complaint.
2. The processing of complaints takes 14 working days. After exhausting the complaint procedure, the Participant shall have the right to pursue claims before a competent common court.

§5

PROTECTION OF PERSONAL DATA

1. By joining the Promotion, the Participant agrees to the processing of their personal data by the Organiser as the controller.
2. Providing personal data by the Participant is voluntary, but it is necessary to participate in the Promotion, and these data will be processed in accordance with the relevant provisions on the protection of personal data, in particular the provisions of Regulation (EU) No 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (Official Journal EU L 119, p. 1) for purposes related to the organisation and conduct of the Promotion, in particular for financial and accounting purposes related to the release and settlement of goods issued in the Promotion.
3. The Participants' personal data will be processed for the period necessary to carry out the Promotion and fulfil orders, and to the extent necessary to pursue and defend potential claims – for the period until the limitation of these claims.
4. The Participant of the Promotion has the right to request access to, rectification, erasure (unless it prevents the performance of the controller's obligations under the law), restriction of processing, right to transfer their personal data and the right to object. The Participant in the competition also has the right to lodge a complaint with the Supervisory Authority regarding personal data – that is the President of the Office for Personal Data Protection.
5. In order to exercise the above rights, contact with the Organiser is possible via e-mail: ado@helikon-tex.pl or in writing at the Organiser's registered office.
6. The Organiser does not intend to transfer the data of the Promotion Participants to a third country or an international organisation.

§6

FINAL PROVISIONS

1. The rights and obligations of the Organiser and the Participants are set out only in these Terms and Conditions. All information available in the advertising materials available at the point of sale is for informational purposes.
2. These Terms and Conditions of the Promotion will be available at the Point of Sale and at the registered office of the Organiser.
3. Participation of the Customer in the Promotion means acceptance of its rules contained in these Terms and Conditions.
4. The Organiser reserves the right to change the terms and conditions during the Promotion, except that these changes may not violate the rights already acquired by the participants.