

# Dr Irena Eris

PODARUNEK PIĘKNOŚCI

## **RULES OF GIFTS OF BEAUTY FOR INDIVIDUAL CUSTOMERS**

### GLOSSARY

Issuer - Dr Irena Eris Cosmetic Institute or Dr Irena Eris Beauty Partner Institute/Salon issuing the Gift of Beauty. DR IRENA ERIS S.A.(joint stock company), ul. Armii Krajowej 12, 05-500 Piaseczno, NIP (Tax Identification Number): 1230288525, REGON (National Business Registry Number): 012186410, District Court for the Capital City of Warsaw in Warsaw, 14th Commercial Division of the National Court Register, KRS Register number: 0000051003, paid-in share and capital PLN 35,313,800; e-mail address: Instytut.Biuro@DrIrenaEris.com

Institute/Salon - each business entity running a Dr Irena Eris Cosmetic Institute or Dr Irena Eris Beauty Partner Salon located in Poland.

Gift of Beauty - a gift card issued to the bearer, containing a specific serial number, entitling the Buyer to redeem it at Institutes/Salons up to a specified amount of money.

Buyer - a person who receives a Gift of Beauty from a Seller in exchange for payment of certain funds, who is a consumer as defined in the provisions of the Civil Code, with full legal capacity.

Personal Data Controller - the Buyer as an entity that determines the purposes and methods of processing his personal data.

Personal Data Processor - the Issuer or an Institute/Salon (listed in Appendix No. 1) as an entity processing the Buyer's personal data on behalf of the Controller.

Goods - products of the following brands: Dr Irena Eris, Prosystem Home Care, Pharmaceris, offered for sale at Institutes/Salons.

Service - treatment offered at an Institute/Salon.

Multiple Service Pass - a series of selected treatments performed at intervals recommended by an employee of an Institute/Salon.

## **I. GENERAL TERMS**

1. The Issuer undertakes to provide the Buyer with the Gift of Beauty card to be redeemed at the Institutes/Salons. The Gift of Beauty can be transferred to the Buyer only at the Issuer's offices or at an Institute/Salon.
2. The Buyer undertakes to pay the Issuer the amount equal to the face value of the Gift of Beauty. The lowest face value of the Gift of Beauty is PLN 150.
3. The Gift of Beauty can only be redeemed at an Institute/Salon.
4. The Gift of Beauty can be redeemed at an Institute/Salon for purchase of Goods or Services available at an Institute/Salon.
5. The Gift of Beauty cannot be exchanged for cash or any other equivalent, except as specified in these Rules.
6. The Gift of Beauty is a form of payment for Goods and Services.
7. Payment with the Gift of Beauty can be made many times until the value on the Gift of Beauty has been spent. It is allowed to purchase a Multiple Service Pass at an Institute/Salon.
8. Redemption of the Gift of Beauty shall constitute a valid transaction also in the event that the Buyer comes into possession of the Gift of Beauty in an unlawful manner, of which an Institute/Salon shall not be aware. If an Institute/Salon receives reasonable information that the Gift was acquired by the Buyer unlawfully, the Institute/Salon has the right to refuse to redeem it.
9. The Issuer is not responsible for the Gift of Beauty that has been lost or damaged after it has been transferred to the Buyer.
10. The Buyer is not entitled to any claims against the Issuer for loss (including theft) or destruction of the Gift of Beauty.
11. The Gift of Beauty is valid for the period indicated on the Gift of Beauty card. The deadline for redeeming the Gift of Beauty cannot be shorter than 4 months from the moment of purchase by the Buyer. It is not possible to extend the validity period of a given Gift of Beauty.
12. Payment for the Gift of Beauty can be made on delivery, directly on collection in cash or by pay card.

## **II. RULES FOR REDEEMING GIFTS OF BEAUTY**

1. The Buyer selects a Product (Goods) or Service at an Institute/Salon. In the case of a Service, the Buyer shall book a date in advance at the reception desk of an Institute/Salon (contact info of Institutes/Salons can be found at [www.Instytut.DrIrenaEris.com](http://www.Instytut.DrIrenaEris.com)).

2. The Buyer has the same rights to discounts and promotions offered at an Institute/Salon as any other person not redeeming the Gift of Beauty.
3. Before purchasing a Product (Goods) or a Service, the Buyer presents a Gift of Beauty at the reception desk of an Institute/Salon entitling him to purchase the Product (Goods) or Service.
4. Institutes/Salons accept Gifts of Beauty to be redeemed only if they are undamaged and have all security features protecting against forgery (value of the Gift of Beauty, number and bar code on the reverse of the card, expiry date). When redeeming a Gift of Beauty, the Buyer is not entitled to receive change if the value of the Goods or Services received is lower than the value of the Gift of Beauty - the remaining amount can be used for the next transaction at an Institute/Salon, provided that the Gift of Beauty's validity period has not expired.
5. The Buyer is obliged to pay the price difference in cash, with a pay card or credit card when the value of purchased Goods or Service is higher than the value of the presented Gift of Beauty.
6. The Institute/Salon has the right to refuse to redeem the Gift of Beauty:
  - a) when the Gift of Beauty has expired;
  - b) if the Gift of Beauty is damaged, which makes it impossible to read the data written on the Gift of Beauty;
  - c) in other cases reported to the Institute/Salon by the Issuer.

### **III. SETTLEMENTS AND COMPLAINTS REGARDING GIFTS OF BEAUTY**

1. At the time of purchase of the Gift of Beauty, the Buyer receives a Sales Note from the Issuer or, upon express request, a KP (Cash Receipt) document when paying in cash, confirming the purchase and the nominal value of the Gift of Beauty.
2. After redeeming the Gift of Beauty at an Institute/Salon, the Buyer receives a fiscal receipt or, upon request, a VAT invoice.
3. The Institute/Salon is responsible for the quality of the service. In accordance with art. 560 of the Civil Code, the Buyer may demand a price reduction, withdrawal from the contract, replacement of the item with a defect-free item or removal of the defect.
4. Any complaints related to the purchase of Goods and/or Services with the use of the Gift of Beauty shall be considered by the Institute/Salon after submitting a written complaint by the Buyer. The Act of May 30, 2014 on Consumer Rights, consolidated text of January 28, 2020 (Journal of Laws of 2020, item 287) and the Civil Code Act regulate issues related to non-compliance of the purchased Gift of Beauty with the contract.
5. Complaints may be submitted directly at the Institutes/Salons, during their opening hours, on a complaint form obtained from the reception of the Institute/Salons. The basis for recognizing the complaint regarding Goods or Service is a fiscal receipt issued for purchase of the Goods or Service.

6. The Institute/Salon shall consider the complaint within 14 days from the date of its submission by the Buyer. The Institute/Salon shall notify the Buyer of the outcome of the complaint using the data provided by the Buyer in the complaint form.

#### **IV. PERSONAL DATA PROTECTION**

1. The Buyer as the Personal Data Controller provides his personal data to the Issuer in order to redeem the Gift of Beauty in accordance with legitimate interest. In connection with the above, the Buyer's personal data is processed by the Issuer and the entity providing the service paid for with the Gift of Beauty, i.e. an Institute/Salon, who become a Personal Data Processor. The current list of Institutes/Salons is specified in detail in Appendix No. 1 to these Rules and at [www.drirenaeris.com/rodo/Instytut](http://www.drirenaeris.com/rodo/Instytut).

2. Providing personal data by the Buyer is entirely voluntary and is a condition for provision of services, and failure to provide the data shall prevent execution of services.

3. The data shall be processed by the Processor in order to execute the contract for provision of services, for marketing purposes and to determine and pursue possible claims, hereinafter referred to as "legitimate interest of the Parties".

4. The data shall be stored until the execution/termination of the contract, the Buyer's withdrawal of consent to processing of personal data and until any claims fall under the statute of limitations, i.e. 10 years from the date of execution/termination of the contract, the Buyer's withdrawal of consent to processing of personal data, unless EU regulations or national law require storage of personal data for a longer period.

5. The Buyer has the right to request access to his personal data, their correction, deletion, limitation of processing and their transfer.

6. The Buyer has the right to object to processing of his personal data on the basis of legitimate interest of the Parties, specified in detail in paragraph IV point 2 of the Rules, to lodge a complaint with a supervisory authority and to withdraw his consent at any time without affecting the lawfulness of the processing which was performed on the basis of consent before its withdrawal.

7. The Buyer has the right to object to processing of his personal data for marketing purposes.

8. In connection with the Buyer's consent to processing of his personal data, the Personal Data Officer can be contacted directly in all matters related to processing of personal data, at the e-mail address: [iod@drirenaeris.com](mailto:iod@drirenaeris.com).

#### **V. FINAL PROVISIONS**

1. Upon receipt of the Gift of Beauty, the Buyer declares that he has read these Rules, accepts them in full and undertakes to comply with their provisions.

2. By redeeming the Gift of Beauty, the Buyer confirms his order to use it, to the extent specified in these Rules.
3. Issuing a Gift of Beauty does not constitute a sale subject to value added tax (VAT) within the meaning of applicable tax law.
4. Redemption of a Gift of Beauty constitutes a sale subject to value added tax (VAT) within the meaning of applicable tax law.
5. The Gift of Beauty is a plastic card in the form of a gift voucher.
6. These Rules is available on the website at [www.Instytut.DrIrenaEris.com](http://www.Instytut.DrIrenaEris.com) and at the reception of an Institute/Salon. The Issuer is obliged to show and familiarize the Buyer with the Rules upon each and every request.
7. The Issuer reserves the right to change the Rules. All changes are effective from the date of their introduction by the Issuer, after making the amended Rules available for inspection at Cosmetic Institutes and Beauty Partner Salons and on the website [www.Instytut.DrIrenaEris.com](http://www.Instytut.DrIrenaEris.com)
8. These Rules have been in effect from 01 July 2022.

## Appendix 1

### List of Institutes/Salons

	Adres/ulica	Telefon	Adres e-mail	Firma
Kosmetyczny Instytut Dr Irena Eris	ul. Kościuszki 16B; 97-400 Bełchatów	(44) 632-80-87	belchatow@instytut.drirenaeris.com	Firma Handlowa VEGA S.C.; NIP: 7690501633; 97-400 Bełchatów ul. Kościuszki 16B
Dr Irena Eris Beauty Partner Hotel Royal Białystok	Rynek Kościuszki 11, 15-001 Białystok	(85) 831-18-01	bialystok@instytut.drirenaeris.com	HOLLYWOOD SMILE DENTAL CLINIC Sp. z o.o., NIP: 5223051161, ul. Dziesięciny 47 lok. 63, 15-001 Białystok
Kosmetyczny Instytut Dr Irena Eris	ul. Kopernika 7A, 85-074 Bydgoszcz	(52) 376-30-86	bydgoszcz@instytut.drirenaeris.com	Bio Medical Estetique Institute; NIP: 8791741687; 87-100 Toruń ul. Bluszczowa 32
Kosmetyczny Instytut Dr Irena Eris	ul. Wiejska 4, 44-200 Rybnik	(32) 422 23 21	rybnik@instytut.drirenaeris.com	Medderma Hadas i Wspólnicy S.C., NIP: 6423184973, 44-200 Rybnik ul.Wiejska 4
Dr Irena Eris Beauty Partner Green Mountain Hotel*****	ul. Sarnia 21; 58-540 Karpacz	(75) 306-75-77	spa@green-mountain.pl	Osada Śnieżka Operator Sp. z o.o. NIP 7010418541 Widok 8,00-023 Warszawa
Kosmetyczny Instytut Dr Irena Eris	ul. Paderewskiego 34/6; 25-502 Kielce	(41) 345-28-20	kielce@instytut.drirenaeris.com	Hotel SENATOR S.C. Prokop i S-KA; NIP: 6642033116; 27-200 Starachowice, ul. T.Krywki 18
Kosmetyczny Instytut Dr Irena Eris CH Stara Papiernia	Al. Wojska Polskiego 3; 05-510 Konstancin- -Jeziorna	(22) 702-86-68	konstancin.zamowienia@instytut.drirenaeris.com	Symbolique Marzena Bogucka Jolanta Polak; NIP:9512338511; 02-797 Warszawa, ul. F.Klimczaka 1
Kosmetyczny Instytut Dr Irena Eris Hotel SPA Dr Irena Eris Krynica Zdrój	ul. Czarny Potok 30; 33-380 Krynica Zdrój	(18) 472-35-00	krynica@instytut.drirenaeris.com	Hotel SPA Dr Irena Eris Krynica Zdrój Sp. z o.o.; NIP: 7342731911; ul. Czarny Potok 30, 33-380 Krynica Zdrój
Kosmetyczny Instytut Dr Irena Eris Hotel SPA Dr Irena Eris Wzgórza Dylewskie	Wysoka Wieś 22; 14-100 Ostróda	(89) 647-11-11	wzgorza.dylewskie@instytut.drirenaeris.com	Hotel SPA Dr Irena Eris Wzgórza Dylewskie Sp.z o.o.; NIP: 7411949873; 14-100 Ostróda, Wysoka Wieś 22
Kosmetyczny Instytut Dr Irena Eris Hotel SPA Dr Irena Eris Polanica Zdrój	ul. Dębowa 19b; 57-320 Polanica Zdrój	(74) 662-42-00	polanica@instytut.drirenaeris.com	Hotel SPA Dr Irena Eris Polanica Zdrój Sp. z o.o.; NIP: 5213644652; 57-320 Polanica Zdrój, ul. Dębowa 19B
Kosmetyczny Instytut Dr Irena Eris	ul. Nałęczowska 18a/U17 20-701 Lublin	(81) 516- 81- 81	lublin@Instytut.DrIrenaEris.com	Katarzyna Bogusław Instytut Kosmetyczny, NIP: 7122720029, ul. Nałęczowska 18 A/17U , 20-701 Lublin

Kosmetyczny Instytut Dr Irena Eris	ul. Felczaka 20; 71-417 Szczecin	(91) 421-00-04	szczecin@instytut.drirenaeris.com	MK-PARTNER M.Sienkiewicz, K.Wilk; NIP: 8522152523; 70-260 Szczecin, ul. Jagiełły 9
Dr Irena Eris Beauty Partner Cukrownia Żnin	ul. Kl. Janickiego 1 88-400 Żnin	(48) 533 643 526	spa@cukrowniaznin.pl	ARCHE S.A., NIP: 8211639335; 02-801 Warszawa ul. Puławska 361
Kosmetyczny Instytut Dr Irena Eris	ul. Szosa Chelmińska 166; 87-100 Toruń	(56) 655-24-99	torun@instytut.drirenaeris.com	SKIN RAY Sp. z o.o., NIP: 9562373567 Szosa Chelmińska 166; 87-100 Toruń.
Kosmetyczny Instytut Dr Irena Eris	ul. Freta 41/43; 00-227 Warszawa	(22) 635-83-80	warszawa.freta@instytut.drirenaeris.com	KAPPA Elżbieta Holnicka – Szulc, NIP: 5221808080, Łomianki ul. Adm. Krzysztofa Arciszewskiego 8
Kosmetyczny Instytut Dr Irena Eris	ul. Franciszka Klimczaka 1 02-797	692- 036 - 920	warszawa.wilanów@instytut.drirenaeris.com	Symbolique Marzena Bogucka Jolanta Polak; NIP:9512338511; ul. F. Klimczaka 1, 02-797 Warszawa
Kosmetyczny Instytut Dr Irena Eris	ul. Grójecka 68; 02-339 Warszawa	(22) 668-48-81	warszawa.grojecka@instytut.drirenaeris.com	Dr Irena Eris S.A. , NIP: 1230288525, 05-500 Piaseczno ul .Armii Krajowej 12
Kosmetyczny Instytut Dr Irena Eris	ul. Jana Pawła II 20; 00-133 Warszawa	(22) 586-91-00	warszawa.jp@instytut.drirenaeris.com	Dr Irena Eris S.A. , NIP: 1230288525, 05-500 Piaseczno ul. Armii Krajowej 12,
Kosmetyczny Instytut Dr Irena Eris	ul. Piłsudskiego 20, 08-110 Siedlce	577-622-433	siedlce@instytut.drirenaeris.com	Eastern Creative Group Sp. z o.o. Sp. Komandytowa 08-110 Siedlce ul. Piłsudskiego 20
Kosmetyczne Instytuty Dr Irena Eris	ul. Puławska 107A; 02-595 Warszawa	(22) 701-29-00	Instytuty.biuro@drirenaeris.com	Dr Irena Eris S.A. , NIP: 1230288525, 05-500 Piaseczno ul. Armii Krajowej 12,
Kosmetyczny Instytut Dr Irena Eris	ul. Puławska 136; 02-707 Warszawa	(22) 844-19-69	warszawa.pulawska@instytut.drirenaeris.com	KAPPA Elżbieta Holnicka – Szulc, NIP: 5221808080, Łomianki ul. Adm. Krzysztofa Arciszewskiego 8
Kosmetyczny Instytut Dr Irena Eris	ul. Krawiecka 3; 50-148 Wrocław	(71) 302-69-60	wroclaw@instytut.drirenaeris.com	Dr Irena Eris S.A. , NIP: 1230288525, 05-500 Piaseczno ul .Armii Krajowej 12
Dr Irena Eris Beauty Partner Hotel Platinum Mountain Resort	ul. Kilińskiego 15 B 58-580 Szklarska Poręba	(75) 629-99-00	spa@platinum-mountain.pl	SILVER MOUNTAIN RESORT OPERATOR Sp.z o.o. S.K, NIP 5213793837, 00-023 Warszawa, ul. Widok 8
Dr Irena Eris Beauty Partner Hotel Cristal Mountain Resort Wisła	ul. Bukowa 19 A, 43-460 Wisła	(33) 443 48 75	spa@crystal-mountain.pl	Wisła Mountain Resort Operator Sp. z o.o., Sp. K. NIP: 5213782029, 00-023 Warszawa, ul. Widok 8
Dr Irena Eris Beauty Partner Hotel Zamek Biskupi	ul. Zamkowa 1; 21-505 Janów Podlaski	(88) 379-08-57	spa@zamekjanowpodlaski.pl	ARCHE S.A., NIP: 8211639335; 02-801 Warszawa ul. Puławska 361
Dr Irena Eris Beauty Partner Sofitel Grand Sopot	ul. Powstańców Warszawy 12/14 81-718 Sopot	666 - 051- 850	sopot@instytut.drirenaeris.com	Dr Irena Eris S.A. , NIP: 1230288525, 05-500 Piaseczno ul. Armii Krajowej 12,
Kosmetyczny Instytut Dr Irena Eris	ul. Żelazna 51/53 00-841 Warszawa	666 051 888	warszawa.fabrykanorbina@instytut.drirenaeris.com	Dr Irena Eris S.A. , NIP: 1230288525, 05-500 Piaseczno ul. Armii Krajowej 12,