

Dr Irena Eris

KOSMETYCZNE INSTYTUTY

RULES AND REGULATIONS OF MULTIPLE SESSION PASSES FOR RETAIL CUSTOMERS

GLOSSARY

Institute – shall mean any Business Operator operating in the territory of Poland a Dr Irena Eris Skin Care Institute under the Dr Irena Eris Skin Care Institute brand that has issued a Multiple Session Pass, excluding the Institutes housed on the premises of SPA Hotels. The list of Institutes constitutes Appendix No. 1 to these Rules and Regulations and an integral part thereof.

Buyer – shall mean any natural person possessing full capacity to perform acts at law who purchases a Multiple Session Pass from the Institute.

Customer – shall mean any natural person designated in the Multiple Session Pass as the person authorised to claim the Services covered by the Multiple Session Pass. Such person may be either the Buyer or any other person designated by the Buyer at the time of purchase of the Pass.

Service – shall mean any face and/or body treatment offered at the Institute.

Multiple Session Pass – shall mean a series of treatments under the selected Service provided at time intervals, recommended by the Institute's employee and issued personally to the Buyer or person designated by the Buyer at the time of purchase, incorporating discounts on the Service's listed price.

Issuer – shall mean Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o. with its registered office in Warsaw, ul. Puławska 107a.

I. GENERAL TERMS AND CONDITIONS

1. The Institute undertakes to provide a Multiple Session Pass to the Buyer and to accept the Multiple Session Pass for redemption at the Institute.
2. The Buyer undertakes to pay the Institute an amount equivalent to the nominal value of the Multiple Session Pass. The fee payable for the Multiple Session Pass shall be accepted on a one-time basis and shall cover the full amount of the Multiple Session Pass.
3. A Multiple Session Pass may be redeemed exclusively at the Institute at which it was purchased.
4. The Multiple Session Pass may be redeemed at the Institute through provision of a Service available at the Institute.
5. No Multiple Session Pass shall be cashed.
6. The Issuer shall not be liable for a Multiple Session Pass that has been lost or damaged after it was provided to the Buyer.

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7. The Buyer shall not be entitled to any claim against the Institute on account of loss (including theft) or destruction of the Multiple Session Pass.
8. The Buyer shall not be entitled to any claim against the Institute on account of any Service not claimed during the term of validity of the Multiple Session Pass.
9. No purchased Multiple Session Pass shall be reimbursable.
10. The person authorised to use the Multiple Session Pass shall be the Customer designated by the Buyer at the time of purchase of the Multiple Session Pass. No Multiple Session Pass can be assigned to a third party.
11. The Customer, as the person authorised to use the Multiple Session Pass, shall be obliged to provide true and accurate information on his or her health prior to delivery of the Service. The Institute shall have the right to refuse to provide the Service/sell the Multiple Session Pass for the Service where any medical contraindications exist.
12. The Multiple Session Pass shall be valid over a period of 6 (six) months from the date of its purchase. The validity date shall be displayed each time on the Multiple Session Pass.

II. TERMS OF SALE AND REDEMPTION OF MULTIPLE SESSION PASS

1. The Buyer shall select the Service at the Institute.
2. The Multiple Session Pass may be redeemed for one type of the Service only, namely a face or body treatment.
3. The Customer who is to undergo the treatment shall inform the employee of the Institute of any medical contraindications preventing provision of the Service.
4. A Multiple Session Pass must contain the following data:
 - a) Name and surname of the Customer
 - b) Number of treatments paid for by the Buyer that the Customer may claim
 - c) Name of the treatment for which the Multiple Session Pass is valid
 - d) Price of the Multiple Session Pass after incorporation of applicable discounts
 - e) Date of issue of the Multiple Session Pass
 - f) Validity period - the Multiple Session Pass is valid over a period of 6 months from its issue date
 - g) Signature of the employee of the Institute issuing the Multiple Session Pass
 - h) Contact details of the Institute issuing the Multiple Session Pass
 - i) Stamp of the Institute issuing the Multiple Session Pass
 - j) Cash register receipt enclosed as proof of purchase of the Multiple Session Pass.
5. The Customer shall present the Multiple Session Pass at the Institute's reception desk prior to claiming the Service.

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6. The Service may be provided solely subject to making a prior appointment for the Service at the Institute's reception desk. This may be done in person at the Institute's reception desk, by phone or via email using the Institute's contact details specified in the Multiple Session Pass.
7. The appointment for provision of the Service may be changed or cancelled 24 hours prior to the date set, at the latest. If not cancelled, the appointment made for provision of the Service shall be deemed kept.
8. In the case of the Buyer's late arrival for the appointment (as a minimum, 20 minutes past the set time), the Institute shall have the right to shorten the period of provision of the Service by the length of the delay or refuse to provide the Service altogether when the time required for provision of the Service overlaps with the subsequent appointment booked by another customer.
9. The Institute shall accept the Multiple Session Pass for redemption solely when it is undamaged and possesses all safety features protecting it against forgery (para. 4, Chapter II).
10. Each instance of use of the Service shall be recorded in the Multiple Session Pass and confirmed with a date of provision of the Service, signature of the Institute's employee and the Institute's stamp.
11. Entries on the Multiple Session Pass shall be made exclusively by an employee of the Institute.
12. The Institute shall have the right to refuse to redeem the Multiple Session Pass when:
 - a) The Multiple Session Pass is no longer valid.
 - b) Damage to the Multiple Session Pass prevents reading of the data on the Pass.
 - c) Entries on the Multiple Session Pass have been made by an unauthorised person.

III. SETTLEMENTS AND COMPLAINTS

1. At the time of purchase of the Multiple Session Pass, the Buyer shall receive a cash register receipt from the Institute confirming the purchase and nominal value of the Multiple Session Pass. The cash register receipt shall form an integral part of the Multiple Session Pass.
2. Following delivery of each Service covered by the Multiple Session Pass at the Institute, an entry shall be made in the User's Multiple Session Pass confirming the appointment.
3. Where unforeseen justifiable reasons arise or medical contraindications manifest themselves preventing continued use of the Service purchased via the Multiple Session Pass at a given time, the period of validity of the Multiple Session Pass may be extended by another 6 months from the date of issue of the Pass or the Service may be replaced with another service. In the case of replacement of a given Service with another service, the unused balance of the Multiple Session Pass shall be considered and the price of the new Service shall be calculated based on the unused balance the Multiple Session Pass at the listed price of the Service in force at the time of its replacement. If the value of the new series of the Services exceeds the unused balance of the Multiple Session Pass, the Buyer shall be obliged to pay the difference in price.

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4. All complaints relating to the use of the Service through redemption of the Multiple Session Pass shall be processed by the Institute once the User has lodged a written complaint.
5. Complaints may be lodged directly at the Institute during the Institute's business hours using the complaint form issued at the Institute's reception desk or sent via email to the email address of the Institute that has issued the Multiple Session Pass (Appendix no. 1).
6. The Institute shall not be liable for any damage, injury or disorder associated with the Service, arising through the Customer's fault or as a result of concealment by the Customer of any existing medical contraindications.
7. The cash register receipt documenting the provided Service and enclosed to the Multiple Session Pass shall constitute the basis for processing the complaint relating to the Service.

IV. PERSONAL DATA PROTECTION

1. The Buyer shall provide their personal data or the Customer's personal data to the Issuer for the purpose of purchasing the Multiple Session Pass. Consequently, the Buyer's and/or Customer's personal data shall be processed by the Issuer and the entity providing the Service, i.e. the Institute, both entities being the Joint Controllers of Personal Data. A valid detailed list of the Institutes is provided in Appendix no. 1 hereto.
2. When providing the personal data of a Customer who is not the same person as the Buyer, the Buyer represents that it is authorised to provide such personal data. At the same time, the Buyer represents that it shall notify the Customer of their rights in accordance with Chapter IV hereof.
3. Provision of personal data of the Buyer/Customer by the Buyer shall be entirely voluntary and shall condition provision of the Services. Failure to provide personal data shall render provision of the Services impossible.
4. Data shall be processed by the Joint Controllers for the purpose of performance of the services contract as well as for the purpose of establishing and pursuing legal claims, if any, hereinafter referred to as the "legitimate interest of the Joint Controllers of Personal Data".
5. Data shall be stored until performance/termination of the contract, withdrawal of the personal data processing consent by the Buyer/Customer and until the claims, if any, become prescribed unless the EU or national laws require personal data to be stored for a longer period.
6. The Buyer/Customer shall have the right to request access to their personal data, rectify or erase their personal data, restrict their processing, and the right to data portability.
7. The Buyer/Customer shall have the right to object to the processing of their personal data based on the legitimate interest of the Joint Controllers of Personal Data, as detailed in para. IV section 4 hereof, the right to lodge a complaint with a supervisory authority and to withdraw consent at any time without affecting lawfulness of the processing operations that were performed based on the consent before its withdrawal.

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8. The Buyer/Customer shall also have the right to object to the processing of their personal data for marketing purposes.
9. The Joint Controllers of Personal Data have appointed the Data Protection Officer who may be contacted via email in all matters related to the processing of personal data at iod@drirenaeris.com.

V. FINAL PROVISIONS

1. Upon receiving a Multiple Session Pass, the Buyer/Customer represent that they have read these Rules and Regulations, accepts them in full and undertakes to comply with their provisions.
2. By redeeming the Multiple Session Pass, the Buyer/Customer confirm their intention to use it within the scope defined herein.
3. Issue of the Multiple Session Pass shall constitute a sales transaction subject to value-added tax (VAT) within the meaning of the applicable tax laws and regulations.
4. These Rules and Regulations can be found online at www.instytut.drirenaeris.com and at the Institute's reception desk. The Institute shall be obliged to present these Rules and Regulations to the Customer and make them aware of their contents upon each request.
5. The Issuer reserves the right to amend these Rules and Regulations. All amendments shall be effective as of the date of their introduction by the Institute once the revised Rules and Regulations have been made available at the Institute for inspection and displayed at www.instytut.drirenaeris.com.
6. These Rules and Regulations shall take effect as of 1 December 2019.

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APPENDIX No. 1

List of Institutes/Salons

Name	Address/street	Phone number	Email address	Entity
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
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. 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. FKlimczaka 1
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: 243431967; 44-200 Rybnik ul. Wiejska 4
Kosmetyczny Instytut Dr Irena Eris	ul. Grunwaldzka 12-16; 81-759 Sopot	(58) 55-000-66	sopot@instytut.drirenaeris.com	Instytut Spa Sp. z o.o.; NIP: 9581488685; 81-759 Sopot ul. Grunwaldzka 12-16
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. Jagiello 9
Kosmetyczny Instytut Dr Irena Eris	ul. Szosa Chełmińska 166; 87-100 Toruń	(56) 655-24-99	torun@instytut.drirenaeris.com	Office 2012 Sp. z o.o.; NIP: 8992737072; 53-031 Wrocław ul. Partynicka 34D lok.17
Kosmetyczny Instytut Dr Irena Eris	ul. Freta 41/43; 00-227 Warszawa	(22) 635-83-80	warszawa.freta@instytut.drirenaeris.com	ALFA INVEST Sp. z o.o.; NIP:5261035939; 00-227 Warszawa ul. Freta 41/43
Kosmetyczny Instytut Dr Irena Eris	ul. Grójecka 68; 02-339 Warszawa	(22) 668-48-81	warszawa.grojecka@instytut.drirenaeris.com	Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o.; NIP: 5123295921; 02-595 Warszawa,
Kosmetyczny Instytut Dr Irena Eris	ul. Jana Pawła II 20; 00-133 Warszawa	(22) 586-91-00	warszawa.jp@instytut.drirenaeris.com	Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o.; NIP: 5123295921; 02-595 Warszawa, ul. Puławska 107a
Kosmetyczny Instytut Dr Irena Eris	ul. Franciszka Klimczaka 1; 02-797 Warszawa	(22) 651-82-93	warszawa.wilanow@instytut.drirenaeris.com	Symbolique Marzena Bogucka Jolanta Polak; NIP: 9512338511; 02-797 Warszawa ul. FKlimczaka 1
Kosmetyczny Instytut Dr Irena Eris Centrum Handlowe	ul. Ostrobramska 75C; 04-175 Warszawa	(22) 611-38-48	warszawa.promenada@instytut.drirenaeris.com	Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o.; NIP: 5123295921; 02-595 Warszawa, ul. Puławska 107a
Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o.	ul. Puławska 107A; 02-595 Warszawa	(22) 541-71-00	instytutybiuro@drirenaeris.com	Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o.; NIP: 5123295921; 02-595 Warszawa, ul. Puławska 107a
Kosmetyczny Instytut Dr Irena Eris	ul. Puławska 136; 02-707 Warszawa	(22) 844-19-69	warszawa.pulawska@instytut.drirenaeris.com	ALFA INVEST Sp. z o.o.; NIP: 5261035939; 00-227 Warszawa ul. Freta 41/43
Kosmetyczny Instytut Dr Irena Eris	ul. Krawiecka 3; 50-148 Wrocław	(71) 302-69-60	wroclaw@instytut.eris.pl	Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o.; NIP: 5123295921; 02-595 Warszawa, ul. Puławska 107a