

Dr Irena Eris

PODARUNEK PIĘKNOŚCI

RULES AND REGULATIONS OF ONLINE PURCHASE OF DR IRENA ERIS BEAUTY GIFT CARDS

GLOSSARY:

Seller shall mean Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o., with its registered office at ul. Puławska 107a, 02-595 Warszawa, REGON (Business Statistical No.) 015760736, NIP (Tax ID No.) 521-329-59-21, registered in the register of entrepreneurs maintained by the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under number KRS 211150, with a share capital of PLN 10,050,000.00, email address: biuro.institutu@drirenaeris.com, issuing a Beauty Gift Card;

Beauty Gift Card shall mean a bearer gift card with an assigned serial number and a pre-defined value which can be redeemed by the Buyer at one of the Skin Care Institutes;

Buyer shall mean the person receiving a Beauty Gift Card from the Seller in exchange for payment of a pre-defined amount, considered to be a consumer under the Polish Civil Code and having unlimited capacity to perform acts at law.

The **Seller** and the **Buyer** shall be jointly referred to as the Parties.

This document constitutes the rules and regulations of the online store operated at Instytut.DrlrenaEris.com.

The store is operated by Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o., with its registered office in Warsaw.

These Rules and Regulations lay down the terms of online sale of Beauty Gift Cards and are binding upon the Seller and all Buyers using the online store, who are required to read these Rules and Regulations. The provisions not regulated under these Rules and Regulations shall be governed by the Polish Civil Code.

The Beauty Gift Cards shall be sold online in the form of a distance contract between the Buyer and the Seller.

Purchasing, by electronic means, Beauty Gift Cards which specify the full name of the third party for whom they are purchased, but who is not the Buyer, for the purpose of its further delivery by the Seller in the form of a courier parcel shall not be possible due to the fact that the Seller has failed to obtain the third party's consent to the processing of their personal data. The above results from the changes introduced by the provisions specified in detail in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 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), referred to as GDPR.

Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o., hereinafter referred to as the Seller, has the exclusive right to operate the above-referenced store.

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The Beauty Gift Cards offered at Instytut.DrlrenaEris.com are brand new, free from physical and legal defects, and are lawfully marketed in Poland.

The Seller's details:

Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o.

ul. Puławska 107A, PL 02-595 Warszawa

NIP: 521-329-59-21

Regon: 015760736

KRS (National Court Register No.): 211150

Bank account: BRE Bank: 14114019770000592685001007

Contact: InstytutyBiuro@DrlrenaEris.com, phone 22 541 71 30

I. ACCEPTING ORDERS

1. The sale of the Beauty Gift Cards is operated by the online store via the Internet.
2. To place an order, the Buyer is advised to use the latest versions of his/her Internet browsers. The browser should have JavaScript and cookies enabled.
3. Acceptance of a placed order by the Seller is tantamount to the conclusion of a Contract.
4. Each Beauty Gift Card is issued with a period of validity of four months from its issue date.
5. The processing of orders placed on business days after 5 p.m. and on Saturdays, Sundays and holidays will begin on the next business day.
6. Placement of an order with the online store is tantamount to acceptance of these Rules and Regulations.
7. Once the order is placed, the processing will begin. The Buyer may choose to pay via PayU, or by cash or card when collecting the Beauty Gift Card from the Seller's registered office.
8. Product information provided in the online store at Instytut.DrlrenaEris.com does not constitute an offer within the meaning of the Polish Civil Code but an invitation to contract.
9. By filling in the order form, the Buyer makes an offer to purchase the selected Beauty Gift Card. The Buyer shall be obliged to provide the following data in the form:
 - a) Full name;
 - b) Email address;
 - c) Correspondence address;
 - d) Phone number;
 - e) Corporate customers are also required to provide the company name, address and the NIP number.
10. By placing an order, the Buyer agrees to pay the amount specified in the order for the selected Beauty Gift Card.

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11. Once the payment is made, any changes to the order must be agreed by telephone: 22 541 71 30 or via email at InstytutBiuro@DrlrenaEris.com.
12. Communication with the Buyer shall take place via email: InstytutBiuro@DrlrenaEris.com or by telephone: 22 541 71 30.

II. COMPLAINTS PROCEDURE; REPORTING DEFECTS IN ITEMS SOLD

1. Matters relating to non-conformance of the purchased product with the contract are regulated by the Act of 30 May 2014 on Consumer Rights and the Polish Civil Code. In the case of any complaints involving the Beauty Gift Cards, please contact the Seller via email at InstytutBiuro@DrlrenaEris.com
2. To report non-conformance of a Beauty Gift Card with the contract, the Buyer must provide his/her full name, order number or billing number (Sale Note), describe the cause of non-conformance, and specify the demanded remedy, as stipulated in Article 560 of the Polish Civil Code, i.e. value reduction, withdrawal from the contract, exchange of the defective item for an item free of defects or removal of the defect. The Seller shall respond to the consumer's demands within 14 days, at the latest. Any non-conformant Beauty Gift Card shall be returned to: Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o. ul. Puławska 107A, PL 02-595 Warszawa.

III. WITHDRAWAL FROM CONTRACT

1. As provided for in the Act of 30 May 2014 on Consumer Rights, any Consumer who has entered into a distance contract may withdraw from the contract within 14 days (from the date of delivery of the item) without giving any reason and without any cost. To withdraw from the contract within the withdrawal period, the consumer must send a written declaration prior to the expiry of the withdrawal period via email to InstytutBiuro@DrlrenaEris.com or by post to ul. Puławska 107A 02-595 Warszawa.
2. In the event of withdrawal from the contract, the contract shall be considered not concluded and the Buyer shall be released from any obligations arising thereunder. Whatever the Parties have furnished shall be returned unchanged, save where a change was necessary in the ordinary course of business. Mutual considerations by both Parties must be returned promptly but no later than within 14 days. The purchased Beauty Gift Card shall be returned to the following address: ul. Puławska 107A, 02-595 Warszawa. The Seller shall refund the amount paid for the products returned (the total amount of products + the shipping cost from the Store to the Consumer) within 14 calendar days.
3. Pursuant to Article 38 of the Act on Consumer Rights, the Buyer shall not have the right to withdraw from the contract where the service has been performed with the consumer's express consent and the consumer has been informed beforehand that he/she shall lose his/her right of withdrawal once the performance has been made.

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IV. VALUE

1. All values are expressed in Polish zlotys.
2. The value shown for each Beauty Gift Card is binding at the time the order is placed by the Buyer.
3. The Seller reserves the right to change the value of the Beauty Gift Cards offered. Value changes shall not apply to Beauty Gift Cards that have been already ordered by the Buyer.
4. The Seller shall provide information on the offering at Instytut.DrIrenaEris.com, and offer the Beauty Gift Cards available from the Store via Internet.
5. The values shown on the website for the products offered include VAT and are expressed in Polish zlotys; they do not include the delivery costs (if any). The delivery costs are listed under "Delivery costs".
6. The value of the Beauty Gift Card shown on the website at the time the order is placed by the Buyer is considered binding and final.
7. Details on the total value of the order including shipping costs are displayed after the Buyer has selected the delivery option and the payment method in the last step of checkout.
8. The minimum value of a Beauty Gift Card is PLN 50.00. All transactions are confirmed with a sale note in Polish zlotys. The delivery costs (if any) are shown on the invoice.
9. The Seller may launch a promotional offer whereby the values of a Beauty Gift Card shall be reduced. Promotional offers at the Store cannot be combined with other offers, unless otherwise stated in the Rules and Regulations of the promotion.

V. PAYMENT

1. Payment for the Beauty Gift Cards purchased at the online store can be made using the online payment option at PayU or by cash or card if the Beauty Gift Card is collected from the Seller's premises. The payment date shall be the day of crediting the Seller's account.
2. Purchase of a Beauty Gift Card shall be confirmed by a sale note and the courier service shall be confirmed (i) for private individuals by a cash register receipt and (ii) for private individuals engaged in business activity by a VAT invoice, with the reservation that the VAT invoice shall be raised once the private individual engaged in business activity has indicated their NIP number on the order form.
3. The sale note and the invoice/cash register receipt shall be sent/handed to the Buyer, jointly with the purchased Beauty Gift Card.
4. The Seller shall deliver the goods ordered using a courier company.

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5. The cost of delivery to destinations in Poland depends on the payment method and the delivery option selected, and ranges from PLN 0 to 24.99. Orders are delivered within Poland only.

VI. ORDER PROCESSING

1. Orders are processed within up to 7 business days after placing the order.
2. The Seller shall be liable for failure to process orders in a timely manner due to causes attributable to the Seller.
3. The Seller shall not be liable for failure to process orders in a timely manner due to a force majeure event. If the circumstances occur that prevent the order from being processed in a timely manner, the Seller shall promptly inform the Buyer and provide an estimated date on which the order will be processed. In such an event, the Buyer may cancel the order in writing or by telephone.
4. Beauty Gift Cards may be collected personally from the Seller's premises on business days from Monday to Friday from 09h00 a.m. to 05h00 p.m. at the following address: Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o., ul. Puławska 107A, Warszawa, or may be sent to the Buyer by courier (for a fee of PLN 24.99) within Poland only.
5. An order is considered successfully processed upon completion of all processing stages, including initiation of order processing by the Store, handover of the consignment to the courier and its delivery to the Buyer.
6. The Store must deliver the Beauty Gift Card to the Buyer free from any defects.
7. After concluding the contract, the store shall deliver the Beauty Gift Card to the Buyer, jointly with a document on a durable medium serving as a confirmation of the contract made.

VII. DAMAGED CONSIGNMENTS

1. The Seller shall not be liable for any physical defect of the Beauty Gift Card occurring after the Beauty Gift Card has been handed over to a professional courier unless the Beauty Gift Card's physical defect results from a pre-existing cause affecting the product.
3. Before acknowledging receipt of the consignment, the Buyer must check whether the packaging has not been damaged during transport.

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VIII. PERSONAL DATA

1. The Controller of the Buyer's personal data is Kosmetyczne Instytuty Dr Irena Eris Sp. z o.o., with its registered office in Warsaw, ul. Puławska 107 a, REGON 015760736, NIP 521-329-59-21, KRS 0000211150, email: instytuty.biuro@direnaeris.com:
 - a) provision of the Buyer's data is voluntary and conditions conclusion of the Beauty Gift Card sale contract, whereas failure to provide those data shall prevent conclusion of the Beauty Gift Card sale contract;
 - b) the Buyer's personal data shall be processed in connection with performance of the contract, for accounting and tax purposes, and identification and pursuit of claims, if any;
 - c) the Buyer's personal data shall be handed over to a courier company for the purpose of shipment of a Beauty Gift Card ordered by the Buyer (sub-processing). The personal data entrusted by the Controller shall be processed by the Processor exclusively for the purpose specified herein;
 - d) the Buyer's personal data shall be stored until the contract has been performed/dissolved/terminated or the Buyer has withdrawn its consent to personal data processing* and until the claims, if any, have become prescribed, counting from the date of performance/dissolution/termination of the contract or withdrawal of the Buyer's consent to personal data processing* unless the EU or national laws require personal data to be stored for a longer period;
 - e) the Buyer has the right to request access to, rectification, erasure, restriction of processing of their personal data and to data portability;
 - f) the Buyer shall have the right to object to the processing of its personal data within the scope referred to in letter b), to lodge a complaint with a supervisory authority and to withdraw its consent at any time without affecting lawfulness of data processing based on the consent before its withdrawal;
 - g) the Controller shall not process personal data for marketing purposes;
 - h) the Controller has appointed the Data Protection Officer who may be contacted in all matters involving data processing at the following email address: iod@direnaeris.com.

IX. FINAL PROVISIONS

1. These Rules and Regulations are available at the Seller's premises, as well as online at: Instytuty.DrlrenaEris.com.
2. The Buyer may access these Rules and Regulations any time.
3. The Seller reserves the right to amend these Rules and Regulations due to good cause, including in particular:
 - 3.1) amendment of legal regulations on consumer law and e-commerce;
 - 3.2) change of the payment methods;
 - 3.3) change of the delivery options;
 - 3.4) change of the legal form of business.
4. Amendments to the Rules and Regulations shall not apply to orders which have been already placed and processed. All accepted orders shall be governed by the Rules and Regulations effective at the time the order was placed.
5. These Rules and Regulations were published on 2 October 2019.

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Załącznik nr 1

Lista Instytutów/Salonów

Nazwa	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	MEP-POL Sp. z o.o. S.K.A.; NIP:5423234624; 15-001 Białystok ul. Plac Rynek Kościuszki 11
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
Dr Irena Eris Beauty Partner Hotel Zamek Biskupi	ul. Zamkowa 1; 21-505 Janów Podlaski	(88) 379-08-57	spa@zamekjanowpodlaski.pl	ARCHE Sp. z o.o.; NIP: 8211639335; 02-801 Warszawa ul. Puławska 361
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 7010415841 Al. J. Ch. Szucha 15/13/3 00-580 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. FKlimczaka 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; 33-380 Krynica Zdrój, ul. Czarny Potok 30
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. 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. Jagielny 9
Dr Irena Eris Beauty Partner Hotel META	ul. Sołna 4; 43-370 Szczyrk	795 531 631	spa@meta-hotel.pl	META INTERNATIONAL Sp. z o.o.; NIP: 9372513686; 43-370 Szczyrk ul. Sołna 4
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, ul. Puławska 107a
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 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
Dr Irena Eris Beauty Partner Hotel Platinum Mountain Resort	ul. Kilińskiego 15 B 58-580 Szklarska Poręba	756 299 900	spa@platinum-mountain.pl	SILVER MOUNTAIN RESORT OPERATOR Sp.z o.o.; S.K, NIP 5213793837, 00-582 Warszawa, ul. Aleja Jana Christiana Szucha 13/15 lok.3