

Dr Irena Eris

PODARUNEK PIĘKNOŚCI

RULES OF BEAUTY GIFT CARD PROGRAM FOR RETAIL CUSTOMERS

GLOSSARY

Issuer – shall mean the Dr Irena Eris Skin Care Institute or the Dr Irena Eris Beauty Partner Institute/ Salon issuing the Beauty Gift Card. 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: Instytuty.Biuro@drlrenaEris.com.

Institute/Salon – shall mean any Business Operator operating a Dr Irena Eris Skin Care Institute or a Dr Irena Eris Beauty Partner Salon located in Poland.

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 the Institutes/Salons.

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

Personal Data Controller – shall mean the Buyer who determines the purposes and means of processing of their personal data as the data subject.

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

Merchandise – shall mean the products of the following brands: Dr Irena Eris, Prosystem Home Care and Pharmaceris offered for sale at the Institutes/Salons.

Service – shall mean a treatment offered at the Institute/Salon.

Multiple Session Pass – shall mean a series of treatments performed at intervals recommended by the staff of the Institute/Salon.

I. GENERAL TERMS AND CONDITIONS

1. The Issuer undertakes to issue a Beauty Gift Card to the Buyer, and to accept the Beauty Gift Card for redemption at the Institutes/Salons. The Beauty Gift Card can only be issued to the Buyer at the Issuer's premises or at an Institute/Salon.
2. The Buyer undertakes to pay the Issuer an amount equivalent to the nominal value of the Beauty Gift Card. The minimum nominal value of a Beauty Gift Card is PLN 50.

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3. Beauty Gift Cards may be redeemed at the Institute/Salon only.
4. Beauty Gift Cards may be redeemed at the Institute/Salon for Merchandise or Services available at the Institute/Salon.
5. Beauty Gift Cards cannot be cashed or exchanged for an equivalent item other than specified herein.
6. A Beauty Gift Card is a form of payment for the Merchandise and Services.
7. Multiple payments with the Beauty Gift Card are permitted until the entire amount specified on the Beauty Gift Card has been spent. Multiple Session Passes can be purchased to use the Services offered at the Institute/Salon.
8. The redemption of a Beauty Gift Card shall also be considered a valid transaction if the Buyer has come into possession of the Beauty Gift Card unlawfully without the Institute/Salon being aware. Should the Institute/Salon have a reasonable suspicion that the Beauty Gift Card was acquired by the Buyer unlawfully, the Institute/Salon shall have the right to refuse to redeem it.
9. The Issuer shall not be liable for a Beauty Gift Card that has been lost or damaged after it was handed over to the Buyer.
10. The Buyer shall not be entitled to make claims against the Issuer for the loss (including theft) or destruction of a Beauty Gift Card.
11. Each Beauty Gift Card shall be valid for the period specified thereon. The validity period of a Beauty Gift Card shall not be shorter than 4 months from the date of its purchase by the Buyer. The validity period of a Beauty Gift Card cannot be extended.
12. Payment for a Beauty Gift Card can be made through Cash On Delivery or by cash or card directly upon its collection.

II. RULES OF REDEEMING A BEAUTY GIFT CARD

1. The Buyer shall select the Merchandise or Service at the Institute/Salon. If a Service is selected, the Buyer is required to book an appointment in advance at the Institute's/Salon's reception desk (the Institute's/Salon's contact details are provided at www.Instytut.DrIrenaEris.com).
2. The Buyer shall be entitled to the same discounts and promotions at the Institute/Salon as any other person who is not redeeming a Beauty Gift Card.
3. Before purchasing the Merchandise or using a Service, the Buyer shall present the Beauty Gift Card entitling the Buyer to purchase the Merchandise or Service at the Institute's/Salon's reception desk.

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4. The Institutes/Salons shall accept Beauty Gift Cards for redemption only if they have not been damaged and bear all security features protecting them against forgery (value of the Beauty Gift Card, number and bar code on the card's reverse side, and validity date). When redeeming a Beauty Gift Card, the Buyer shall not be entitled to receive any change when the value of the Merchandise or Service is lower than the value of the Beauty Gift Card – the remaining amount may be spent in a subsequent transaction at the Institute/Salon, provided that the Beauty Gift Card is still valid.
5. The Buyer shall be obliged to pay the difference in cash, using a payment card or credit card if the value of the Merchandise received or the Service provided is higher than the value of the Beauty Gift Card.
6. The Institute/Salon shall have the right to refuse to redeem a Beauty Gift Card:
 - a) if the validity period of the Beauty Gift Card has already expired;
 - b) if the Beauty Gift Card has been damaged to the extent that the data recorded on the Beauty Gift Card can no longer be read;
 - c) in other cases reported to the Institute/Salon by the Issuer.

III. SETTLEMENTS AND COMPLAINTS INVOLVING BEAUTY GIFT CARDS

1. At the time of the purchase of a Beauty Gift Card, the Buyer shall receive from the Issuer a Sale Note or, at the Buyer's explicit request, a cash receipt if a cash payment is made, to confirm the purchase and the nominal value of the Beauty Gift Card.
2. Once the Beauty Gift Card has been redeemed at the Institute/Salon, the Buyer shall receive a cash register receipt or, if requested by the Buyer, a VAT invoice generated based on the cash register receipt.
3. The Institute/Salon shall be liable for the quality of the service. As stipulated in Article 560 of the Civil Code, the Buyer may demand a price reduction, rescission of the contract, exchange of the defective item for an item free of defects or removal of the defect.
4. All complaints relating to the purchase of the Merchandise and/or Service using a Beauty Gift Card shall be reviewed by the Institute/Salon after a written complaint has been submitted by the Buyer. Matters relating to non-conformance of the purchased Beauty Gift Card with the contract are regulated by the Act of 30 May 2014 on Consumer Rights and the Civil Code.
5. Complaints may be submitted directly at the Institutes/Salons during business hours using a complaint form available from the Institute's/Salon's reception desk. A cash register receipt for the Merchandise purchased or the Service provided will be grounds for acceptance of the claims relating to the said Merchandise or Service.
6. The Institute/Salon shall review the complaint within 14 days from the date of its lodging by the Buyer. The Institute/Salon shall notify the Buyer of the outcome of the completed complaint procedure using the contact details provided by the Buyer in the complaint form.

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IV. PERSONAL DATA PROTECTION

1. As the Personal Data Controller, the Buyer provides their personal data to the Issuer for the purposes of redeeming the purchased Beauty Gift Card on the basis of legitimate interest. Therefore, Buyer's personal data shall be processed by the Issuer and the entity providing the service paid for with the use of the Beauty Gift Card, i.e. the Institute/Salon, who become the Personal Data Processor. A valid list of Institutions/Salons has been specified in detail in Appendix No. 1 to these Rules and at www.drirenaeris.com/rodo/Instytuty.
2. Providing personal data by the Buyer is entirely voluntary and is a condition for service performance. Failure to provide personal data shall make it impossible to perform the services.
3. Data will be processed by the Personal Data Processor for the purpose of performing a services agreement, marketing purposes, as well as for the purpose of establishing and exercising legal claims (if any), hereinafter referred to as "the legitimate interest of the Parties".
4. Data will be stored until the agreement is performed/terminated, the Buyer withdraws consent for personal data processing and until legal claims (if any) become time-barred, i.e.: 10 years from the date on which the agreement has been performed/terminated or the Buyer has withdrawn consent for personal data processing, unless the EU or national laws require personal data to be stored for a longer period.
5. The Buyer has the right to request access to, rectification, erasure, restriction of processing of their personal data and to data portability.
6. The Buyer has the right to object to the processing of their personal data based on the legitimate interest of the Parties, as detailed in para. IV section 2 hereof, the right to lodge a complaint with a supervisory body and to withdraw your consent at any time without affecting the lawfulness of the processing operations that were performed based on the consent before its withdrawal.
7. The Buyer has also the right to object to the processing of their personal data for marketing purposes.
8. As the Buyer has consented to the processing of their personal data, the Data Protection Officer may be contacted directly in all matters related to the processing of personal data via email address: iod@drirenaeris.com.

V. FINAL PROVISIONS

1. Upon receiving a Beauty Gift Card, the Buyer declares that they have read these Rules, accepts them in full and undertakes to observe their provisions.
2. By redeeming the Beauty Gift Card, the Buyer confirms their intention to use it within the scope defined herein.

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3. Issuance of a Beauty Gift Card does not constitute a sale transaction subject to value-added tax (VAT) within the meaning of the applicable tax laws and regulations.
4. Redemption of a Beauty Gift Card is a sales transaction subject to value-added tax (VAT) within the meaning of the applicable tax laws and regulations.
5. A Beauty Gift Card is a plastic card in the form of a voucher.
6. These Rules are available online at www.Instytut.DrIrenaEris.com, and from the Institute's/ Salon's reception desk. The Issuer shall present these Rules to the Buyer and make them aware of their contents on the Buyer's first demand.
7. The Issuer reserves the right to amend these Rules. Any amendment shall be effective upon its introduction by the Issuer, once the revised Rules have been delivered to the Skin Care Institutes and Beauty Partner Salons and uploaded onto www.Instytut.DrIrenaEris.com.
8. These Rules shall take effect as of 25 May 2018.

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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
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. Samia 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. Jagielly 9
Dr Irena Eris Beauty Partner Hotel META	ul. Skośna 4; 43-370 Szczyrk	795 531 631	spa@meta-hotel.pl	META INTERNATIONAL Sp. z o.o.; NIP: 9372513686; 43-370 Szczyrk ul. Sośna 4
Kosmetyczny Instytut Dr Irena Eris	ul. Szosa Chelmińska 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