



***TERMS OF SALE  
AND LIMITED WARRANTY***

***NM BEAUTY INDUSTRIES B.V.***

**gisou**



## **TERMS OF SALE AND LIMITED WARRANTY**

General Terms and Conditions of NM Beauty Industries B.V. Last Revised May 2th 2024.

By purchasing a product from NM Beauty Industries B.V. you are agreeing to be bound by these Terms & Conditions of Sale (“**Terms & Conditions**”) and the terms of the warranty described in the NM Beauty Industries B.V. Limited Warranty included with your purchase. Note that we reserve the right to change these Terms & Conditions at any time.

**THIS IS A LEGAL AGREEMENT. BY PLACING AN ORDER WITH NM BEAUTY INDUSTRIES B.V., YOU ARE ACCEPTING AND AGREEING TO THESE TERMS & CONDITIONS ON BEHALF OF YOURSELF AND ANY ENTITY YOU REPRESENT IN CONNECTION WITH THE PURCHASE. YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THESE TERMS & CONDITIONS ON BEHALF OF YOURSELF AND ANY SUCH ENTITY YOU REPRESENT. YOU REPRESENT THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION TO PURCHASE AND USE NM BEAUTY INDUSTRIES B.V.’S PRODUCTS AND TO ENTER INTO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS & CONDITIONS, YOU MUST NOT PURCHASE NM BEAUTY INDUSTRIES B.V.’S PRODUCTS.**

**THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR ANY OTHER COURT PROCEEDINGS, OR CLASS ACTIONS OR CLASS ARBITRATIONS OF ANY KIND.**

The disclaimers, exclusions, and limitations of liability under these Terms & Conditions will not apply to the extent prohibited by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction. Nothing in these Terms & Conditions will affect those other superseding legal rights.

### **1. DEFINITIONS**

The terms below have the meaning in these Terms & Conditions as set out below. Other terms may be defined elsewhere in these Terms & Conditions and have the meaning ascribed to them.

“**Product**” means any goods purchased through the Site.

“**Site**” means the website [www.Gisou.com](http://www.Gisou.com) and all of its sub-domains.

“**you**” or “**your**” means the person purchasing Product from NM Beauty Industries B.V.

### **2. NM BEAUTY INDUSTRIES B.V.’S PRODUCT PRICING**

**2.1** All prices as displayed on the Site and on other materials originating from NM Beauty Industries B.V. are exclusive of any sales taxes. Sales tax is charged on certain orders as required by law and depends on your specific location. All sales taxes, or any value added or other taxes will be displayed at the point of checkout.

**2.2** If shipping costs are charged, these will be clearly stated on the Site before purchase. The shipping costs will be displayed separately in the ordering process.

**2.3** NM Beauty Industries B.V.’s pricing and the availability of the Product can change at any time without notice. Prices indicated are in U.S. dollars and we will indicate to you any other applicable shipping charges and taxes prior to your purchase. By your purchase, you agree to indemnify and hold NM Beauty Industries B.V. harmless from and against any liabilities, interest, penalties or fees arising from a failure to pay any such charges or taxes for which you may be liable.

### **3. SITE CONTENT**

**3.1** NM Beauty Industries B.V. uses care in composing the Site content. Price (including the validity of any discount), quantity, availability of any product or service, and shipping methods and shipping rates, and any other information, descriptions or images on the Site regarding any products or services, are subject to change without notice. In general, offers on the Site are good only while supplies last. Certain weights, measures and similar descriptions are approximate and are for convenience only. We seek to undertake reasonable efforts to accurately display the attributes of products and services, including the applicable colors, however the actual colors that you see will depend on your device, and we cannot guarantee that your device will accurately display such colors. NM Beauty Industries B.V. is not liable for typographical and/or programming errors and reserves the right to correct such errors at all times. If NM Beauty Industries B.V. accepts and processes your order where a pricing error is obvious and unmistakable and could reasonably have been recognized by you as a mispricing, NM Beauty Industries B.V. may end the agreement, refund any sums paid and require the return of any Products provided.

**3.2** By submitting any information through the Site in connection with purchasing any Products you grant to NM Beauty Industries B.V. the right to provide such information to third parties for purposes of facilitating such purchase. Verification of information may be required prior to the acknowledgment or completion of any transaction. You represent and warrant that you have the right to use any payment card or other method of payment that you submit in connection with a transaction in connection with the Service. Further terms and conditions related to transactions in connection with the Site may apply.

#### 4. PRODUCTS

**4.1** NM Beauty Industries B.V. may change the Product (i) to reflect any changes in relevant laws and regulatory requirements and (ii) to implement minor technical adjustments and improvements. These changes will not affect the Client's use of the Product.

**4.2** Products offered are intended for personal use. NM Beauty Industries B.V. reserves the right to refuse to sell Products to you if it reasonably appears to us that you intend to resell such Products. Verification of information may be required prior to our acceptance of any order. We further reserve the right to limit quantities of Products purchased by each customer or to refuse to provide any customer with any such Products. Your properly completed and delivered order form through the Site constitutes your offer to purchase the goods or services referenced in your order. Your order will be deemed to be accepted only if and when NM Beauty Industries B.V. sends an order acceptance and shipping notice email to your email address.

**4.3** Virtual Beauty Consultations. NM Beauty Industries B.V. may offer online virtual beauty consultations (a "**Virtual Beauty Consultation**"). On-line appointments for such Virtual Beauty Consultation will be available to book online via the Gisou website using Acuity Scheduling on a first come first served basis ("**Appointment**"). These Appointments may vary in duration, as determined at the sole discretion of NM Beauty Industries B.V., and provided in the Appointment booking through Acuity Scheduling. For any questions about the Appointment Service, contact [info@gisou.com](mailto:info@gisou.com).

**A.** Any Appointment must be booked via the Gisou website and related Acuity scheduling tool which may be accessed [https:// app.acuityscheduling.com/schedule.php?owner=20951718](https://app.acuityscheduling.com/schedule.php?owner=20951718). The Service will be for the date and time booked via the Gisou website and related scheduling tool, and as notified to you via email. Bookings of Appointments may only be made by customers in the European Union, United Kingdom, and United States, or as further provided. You may only book one Appointment per week, to allow other customers access to the Service.

**B.** NM Beauty Industries B.V. retains the right to cancel, change the date and time of or amend your Appointment at any time. In the event NM Beauty Industries B.V. cancels or changes your Appointment, you will have the option to either change or cancel at the time of notification.

**C.** If you (not as a result of a NM Beauty Industries B.V. cancellation or change event) choose to cancel or change your Appointment, such changes or cancellations must be provided no later than two hours prior to the Appointment. Failure to cancel or change an Appointment in accordance with this policy on multiple or successive occasions may result in NM Beauty Industries B.V. refusal to allow you to participate in the Service.

**D.** Prior to your Appointment, you may be invited to complete a pre-consultation questionnaire to assist with a more tailored service. If you choose to provide this information, any personal data you provide will be treated in accordance with our Privacy Policy.

**E.** Only one person may attend the Appointment.

**F.** If you do not join within the first ten minutes of the Appointment then we are under no obligation to go ahead with the Appointment and may cancel it at our discretion, without any obligation to reschedule the Appointment.

**G.** If you do not attend your appointment or you fail to comply with the requirements under these Terms of Sale you will not be entitled to cancel or reschedule the Appointment.

**H.** During the Appointment, NM Beauty Industries B.V. reserves the right to cancel or terminate the Appointment at any time, should they feel it appropriate to do so.

**I.** Any information and/or product recommendation made by a NM Beauty Industries B.V. consultant are for informational purposes only. This information or any advice is not intended to, and shall not be considered medical advice. Should you have any medical related questions, please contact your personal medical professional.

**J.** The Appointment transmission will pass over public telecommunications networks. We make no representations or warranties that the operation of the Appointment will be uninterrupted or error free and disclaim all liability in respect thereof.

**K.** The Service at all times shall be subject to the Terms of Sale and Privacy Policy.

**L.** Recordings. You must not record your Appointment (video or audio). We may record audio portion of your Appointment for training or quality purposes. You can find out how we treat personal data in our Privacy Policy.

**M.** The Service is only available to eligible customers that have booked an Appointment as outlined above

**N.** By attending an Appointment, you will be deemed to have read, accepted and be bound by these terms and conditions, the Terms of Sale, our Privacy Policy and any other requirements set out in the materials for the Appointment (in the event of a conflict, the requirements set out in the materials for the Appointment will take precedence), as well as all applicable laws and regulations, including without limitation those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

**O.** By booking and an attending an Appointment, you warrant that all information submitted by you is true and accurate.

**P.** Limited liability. NM Beauty Industries B.V. will not be held responsible for the failure to fulfil the obligations of third parties involved in the provision of this Service.

**Q.** By using the Service and booking and attending an Appointment, participants acknowledge that NM Beauty Industries B.V. and its third party affiliates, may process, store, distribute and/or use the information (including personal data) participants provide in their entry and in the process of entering for the following purposes which are in the NM Beauty Industries B.V. 's legitimate interests under data protection laws:

- ✔ To enable it to book, administer and fulfil your Appointment including deciding whether such Appointment it accords with these terms and conditions;
- ✔ To fulfill a discount code;
- ✔ To share with organizations or agents assisting with the conduct of the Services and fulfilment of a discount code; or
- ✔ For any other reasonable and related purposes.

**R.** NM Beauty Industries B.V. reserves the right to hold void, suspend, cancel, or amend the Services and any Appointment under the Services where it becomes necessary to do so without prior notice.

**S.** By using the Services, the participant indemnifies the NM Beauty Industries B.V. against any and all actions, claims, damages, expenses or liabilities suffered or incurred directly or indirectly by us in consequence of any breach or alleged breach, non-performance or non-observation by the participant of any agreement, conditions, obligation or warranty on the part of the participant herein. The participant hereby waives and releases the NM Beauty Industries B.V. and each of its parent, affiliated, subsidiary and/or related entities and parties from any claim, action or demand arising out of or in connection with the use of the entry.

## **5. PAYMENT AND ELECTRONIC COMMUNICATIONS**

**5.1** If you place any orders for Products on the Site, you are expressly agreeing that NM Beauty Industries B.V. is permitted to bill you the applicable fees, any applicable tax and any other charges you may incur with NM Beauty Industries B.V. You agree that the fees will be billed to your payment card or PayPal account you provide in accordance with the billing terms in effect at the time a fee or charge is due and payable, as applicable. If payment is not received or cannot be charged to your payment card or PayPal account for any reason in advance of shipping your order, NM Beauty Industries B.V. reserves the right to either suspend or terminate your order.

**5.2** NM Beauty Industries B.V. reserves the right, at any time, to change its prices and billing methods for Products sold, effective immediately upon posting on the Site or by electronic communications to you.

**5.3** By using the Site, you consent to receiving electronic communications from NM Beauty Industries B.V. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to our Site and services. These electronic communications are part of your relationship with NM Beauty Industries B.V. and you receive them as part of your Product order. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

## **6. PRIVACY POLICY**

Your use of the Site(s) is governed by NM Beauty Industries B.V. Privacy Policy, which can be found at <https://us.gisou.com/service/privacy-policy/> ("Privacy Policy") and NM Beauty Industries B.V. Terms of Use, which can be found at <https://www.gisou.com/service/disclaimer/> ("Terms of Use").

## **7. ORDERS AND SHIPPING**

**7.1** Upon acceptance of your order, NM Beauty Industries B.V. will confirm receipt of acceptance of the offer by electronic means. If you have provided any incorrect or inaccurate information, NM Beauty Industries B.V. will have the right to suspend its obligations until the correct data has been received. Products will be delivered to the shipping company you selected during the ordering process and the shipping company will be responsible to deliver the Products to you. You hereby authorize NM Beauty Industries B.V. to engage the shipping company and other third parties in the fulfillment of its obligations to deliver Products to you. ANY TERMS OR CONDITIONS STATED BY YOU IN YOUR ORDER THAT PURPORT TO AMEND, MODIFY, ALTER, OR SUPPLEMENT THESE TERMS & CONDITIONS ARE HEREBY REJECTED AND WILL BE OF NO FORCE OR EFFECT UNLESS SIGNED AND AGREED TO BY AN OFFICER OF NM BEAUTY INDUSTRIES B.V.

**7.2** Any estimated arrival or delivery date provided by NM Beauty Industries B.V. is not a guarantee. Although NM Beauty Industries B.V. will make reasonable effort to meet estimated dates, delivery of the Product may take more or less time than estimated and NM Beauty Industries B.V. disclaims any loss, damage, or injury resulting from a delay in arrival or delivery. If NM Beauty Industries B.V. is unable to deliver the Products within thirty (30) days after it confirms acceptance of the order, it will notify you accordingly. In such event, you have the right to either agree to a new delivery date or to cancel your purchase without incurring any costs, and you will receive a refund for any Products paid for but not received. You are advised to inspect the Products upon receipt and to report any defects within two (2) business days after delivery, in writing or by email.

**7.3** Title to and risk of loss of the Product transfers to you upon delivery by the carrier to the address specified in your order.

**7.4** If the ordered Product is out of stock or can no longer be supplied for any other reason, NM Beauty Industries B.V. may cancel the order by notifying you in writing, or deliver a Product that is comparable in nature and quality to the ordered Product. In the case of delivery of a substitute Product, you will have the right to cancel your purchase within five (5) days and receive a refund of the monies paid, providing you return the Product to NM Beauty Industries B.V., which will pay the return shipping cost if shipped in a manner specified by NM Beauty Industries B.V. Refunds of monies paid will be made within thirty (30) days of receipt of the returned Product.

**7.5** NM Beauty Industries B.V. does not authorize the sale of Products by unauthorized resellers and does not sell or supply Products to unauthorized resellers. An order placed by an unauthorized reseller will be rejected without stating reasons and the such unauthorized customer may be excluded by NM Beauty Industries B.V. from the Site.

## 8. LIMITED WARRANTY AND RETURNS

**8.1** NM Beauty Industries B.V. warrants that the Products will meet their published specifications. Without limiting the generality of the foregoing, NM Beauty Industries B.V. makes no representation or warranty that the quality of any goods, services, information or other materials purchased or obtained through the Site or that a particular Product will achieve any result of any kind. Additional warranty for Gisou tools may apply as described in the warranty section of the user manual which can be found included with the product and/ or on the product page on the website.

**8.2** If a delivered Product fails to comply with this limited warranty, you must notify NM Beauty Industries B.V. thereof within thirty (30) days. You can submit a complaint by email or in writing. The contact details of NM Beauty Industries B.V. are provided at the end of these Terms & Conditions. NM Beauty Industries B.V. will respond to the complaint as soon as possible, and in any case within seven (7) days after receipt of the complaint. If NM Beauty Industries B.V. is unable to formulate a substantive response to the complaint within such period, NM Beauty Industries B.V. will confirm receipt of the complaint and give an indication of the time within which it expects to be able to give you a substantive or definitive response. The warranty liability of NM Beauty Industries B.V. is limited to your purchase price for the Product unless otherwise prohibited by law.

**8.3** All returns must be accompanied by all original Product components in the original packaging, sealed, unopened and unused. If you are unable to return the Product in its original condition with its receipt and we are unable to verify the original purchase price of the Product, your refund will be in the form of Gisou's online store credit equal to the lowest selling price at which the Product was sold by NM Beauty Industries B.V. during the 90-day period preceding the return, or at NM Beauty Industries B.V.'s option, a cash refund. NM Beauty Industries B.V. reserves the right to limit returns if we have reason to suspect misuse of our returns policy (such as excessive returns, reseller activity, or fraud). Only returns from the original purchaser will be accepted. For purchases from an authorized reseller, all warranty returns should be made directly to the reseller.

**8.4** If you purchase a Product from an unauthorized reseller, the warranty is not valid and NM Beauty Industries B.V. has no warranty obligation of any kind. Please be aware that there are some websites or dealers (e.g. eBay, Amazon, etc.) who claim to be authorized resellers but are not. Products sold on these websites or from these dealers do not carry a warranty from NM Beauty Industries B.V. When you purchase products from an unauthorized website, you are taking a risk because these products may be counterfeit, used, defective, or may not be designed or fit for use in your country. Please ensure that you only purchase Products through the Site or from an authorized reseller. If you have any questions about authorized resellers, please contact us. This disclaimer is without prejudice to any rights consumers may have and to the extent permitted by applicable law.

**8.5** NM Beauty Industries B.V. reserves the right to repair, replace or (partially) refund the cost of a Product. NM Beauty Industries B.V. will only pay the costs of return and other shipping costs in case of defective or misdescribed Products.

**8.6 DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NM BEAUTY INDUSTRIES B.V. HEREBY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR PERFORMANCE. THE PRODUCTS AND DOCUMENTATION PROVIDED BY NM BEAUTY INDUSTRIES B.V. IN CONNECTION WITH THESE TERMS & CONDITIONS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. NM BEAUTY INDUSTRIES B.V. IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. NM BEAUTY INDUSTRIES B.V. DOES NOT WARRANT THE RESULTS OF USE OF THE PRODUCTS. EACH PARTY ACKNOWLEDGES THAT IT HAS RELIED ON NO REPRESENTATIONS OR WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT.

## 9. LIMITATIONS OF LIABILITY

**9.1 EXCLUSION OF CONSEQUENTIAL DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NM BEAUTY INDUSTRIES B.V. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA OR OTHER ECONOMIC ADVANTAGE AND ANY NON-ECONOMIC LOSSES, EVEN IF IT HAS BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

**9.2 LIMITATION OF DAMAGES.** NM BEAUTY INDUSTRIES B.V.'S AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS, LOSSES OR EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, AGENCY, WARRANTY, TRESPASS, OR ANY OTHER THEORY OF LIABILITY, WILL BE LIMITED TO THE FEES RECEIVED BY NM BEAUTY INDUSTRIES B.V. FOR THE PRODUCT(S) FIRST GIVING RISE TO THE LIABILITY.

**9.3 ALLOCATION OF RISK AND MATERIAL TERM.** THIS SECTION ON LIMITATIONS OF LIABILITY WILL SURVIVE TERMINATION OF THE AGREEMENT. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND ARE AN INTRINSIC PART OF THE BARGAIN BETWEEN THE PARTIES. THE FEES PROVIDED FOR IN THIS AGREEMENT REFLECT THIS ALLOCATION OF RISKS AND THE LIMITATION OF LIABILITY AND SUCH LIMITATION WILL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

## 10. FORCE MAJEURE

Notwithstanding any other provision of these Terms & Conditions, neither party will be liable to the other party for any delay in performing or failure to perform any of its obligations under this Agreement to the extent performance is delayed or prevented due to Force Majeure. "Force Majeure" will mean causes that are beyond the reasonable control of the party claiming Force Majeure and that could not have been avoided or prevented by reasonable foresight, planning or implementation by the party claiming Force Majeure, including without limitation: (a) any act of God, fire, explosion, lightning, storm, flood, earthquake, or accident; (b) war, terrorism, hostilities, civil war, insurrection, riot, civil unrest, commotion or acts of a public enemy; (c) labor shortages, strikes, lock-outs, or other labor, industrial or trade action, disputes, disruption or disturbances (whether involving its employees or those of any other person); (d) theft, sabotage, malicious damage, fraud, epidemic, pandemic, plagues, or quarantine restrictions; or (e) failure, malfunction or unavailability of power, telecommunications, data communications, or related services. Any delay or failure of this kind will not be deemed to be a breach of these Terms & Conditions and the time for performance of the affected obligation will be extended by a period that is reasonable in the circumstances. A party claiming the benefit of this clause will use reasonable efforts to mitigate the effect of any of the events or circumstances referred to above and will promptly advise the other party of the date by which its performance may reasonably be expected to resume.

## 11. GOVERNING LAW

These Terms & Conditions are governed by the laws of the United States and the State of California, U.S.A., without regard to its principles of conflicts of law, and regardless of your location.

## 12. ARBITRATION CLAUSE & CLASS ACTION WAIVER

**12.1** If a dispute arises between you and NM Beauty Industries B.V., we would like to talk to you about it. Contact us at the address at the end of these Terms & Conditions. If we are unable to resolve the dispute, you agree to submit the dispute to binding arbitration as described below. Please read this section carefully as it affects your legal rights.

**12.2 AGREEMENT TO BINDING ARBITRATION AND CLASS ACTION WAIVER.** EXCEPT FOR DISPUTES THAT QUALIFY FOR SMALL CLAIMS COURT, ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS & CONDITIONS OR USE OF THE PRODUCT OR ANY ASPECT OF THE RELATIONSHIP BETWEEN YOU AND NM BEAUTY INDUSTRIES B.V., WHETHER BASED IN CONTRACT, TORT, STATUTE, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, WILL BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY AND YOU AGREE THAT NM BEAUTY INDUSTRIES B.V. AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY. SUCH DISPUTES INCLUDE, WITHOUT LIMITATION, DISPUTES ARISING OUT OF OR RELATING TO INTERPRETATION OR APPLICATION OF THIS ARBITRATION PROVISION, INCLUDING THE ENFORCEABILITY, REVOCABILITY OR VALIDITY OF THE ARBITRATION PROVISION OR ANY PORTION OF THE ARBITRATION PROVISION. ALL SUCH MATTERS WILL BE DECIDED BY AN ARBITRATOR AND NOT BY A COURT OR JUDGE.

**12.3** YOU AGREE THAT ANY ARBITRATION UNDER THESE TERMS & CONDITIONS WILL TAKE PLACE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ACTION.

**12.4 OPT-OUT OF ARBITRATION AGREEMENT.** You may opt out of this agreement to arbitrate by emailing [info@gisou.com](mailto:info@gisou.com) with your first name, last name, and address within thirty (30) days of accepting this agreement to arbitrate, with a statement that you decline this arbitration agreement.

**12.5 ARBITRATION PROCEDURES.** The arbitration will be administered by the American Arbitration Association under its Consumer Arbitration Rules, as amended by these Terms & Conditions. The Consumer Arbitration Rules are available online at <https://www.adr.org/consumer>. There will be one (1) arbitrator, who will be a trial attorney with not less than fifteen (15) years' experience in technology and consumer products. The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us that an in-person hearing is appropriate. Any in-person appearances will be held at a location which is reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, such determination should be made by the American Arbitration Association or by the arbitrator. The arbitrator's decision will follow these Terms & Conditions and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of these Terms & Conditions, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in these Terms & Conditions will preclude you from bringing issues to the attention of federal, state or local agencies and, if the law allows, they can seek relief against us for you.

**12.6 LIMITATION ON CLAIMS.** Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to your use of the Products or services must be filed within one (1) year after such claim or cause of action arose, or else that claim or cause of action will be barred forever.

## 13. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless NM Beauty Industries B.V. and its affiliates, and its and their directors, officers, employees, representatives and agents, from and against all direct or indirect claims, damages, losses and costs that arise from or relate to your or third-party use of the Product or your violation of these Terms & Conditions.

## 14. ACCESSIBILITY STATEMENT

**14.1 GENERAL:** [www.Gisou.com](http://www.Gisou.com) strives to ensure that its services are accessible to people with disabilities. Gisou has invested a significant amount of resources to help ensure that its website is made easier to use and more accessible for people with disabilities, with the strong belief that every person has the right to live with dignity, equality, comfort and independence. [www.Gisou.com](http://www.Gisou.com) is taking measures to ensure that all of the pages on its website meet W3C WAI's most recent Web Content Accessibility Guidelines, Levels A and AA.

**14.2 DISCLAIMER:** [www.Gisou.com](http://www.Gisou.com) continues its efforts to constantly improve the accessibility of its site and services in the belief that it is our collective moral obligation to allow seamless, accessible and unhindered use also for those of us with disabilities. Despite our efforts to make all pages and content on [www.Gisou.com](http://www.Gisou.com) fully accessible, this is a work in progress. To the extent any content is not fully accessible, this may be a result of [www.Gisou.com](http://www.Gisou.com) not having found or identified the most appropriate technological solution. Under such circumstances, we will work diligently to remedy any inaccessibility.

**14.3 HERE FOR YOU:** If you are experiencing difficulty with any content on [www.Gisou.com](http://www.Gisou.com) or require assistance with any part of our site, please contact us during normal business hours as detailed below and we will be happy to assist.

**14.4 CONTACT US:** For more information about our privacy practices, if you have questions, or if you would like to make a complaint, please contact us by e-mail at [info@gisou.com](mailto:info@gisou.com).

## 15. MISCELLANEOUS

**15.1** These Terms & Conditions do not, and will not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and NM Beauty Industries B.V. If any provision of these Terms & Conditions is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms & Conditions and will not affect the validity and enforceability of any remaining provision.

**15.2** You may not assign, transfer or sublicense any or all of your rights or obligations under these Terms & Conditions without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under these Terms & Conditions without restriction. No waiver by either party of any breach or default under these Terms & Conditions will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular will have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term "including" or variations thereof in these Terms & Conditions will be construed as if followed by the phrase "without limitation." These Terms & Conditions, including any terms and conditions incorporated herein, is the entire agreement between you and NM Beauty Industries B.V. relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and NM Beauty Industries B.V. relating to such subject matter. Without limitation, a printed version of this these Terms & Conditions will be admissible in judicial or administrative proceedings based upon or relating to these Terms & Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**15.3** Failure or delay by us to enforce any of these Terms & Conditions will not constitute a waiver of our rights against you and does not affect our right to require future performance thereof.

**15.4 RELATIONSHIP TO TERMS OF USE, PRIVACY POLICY, AND OTHER CONTRACTS.** These Terms & Conditions must be read in conjunction with our (i) Terms of Use and (ii) Privacy Policy, or with any other agreements into which you may enter concerning this Site, if any. The provisions of our Terms of Use and Privacy Policy are incorporated herein by reference. To the extent these Terms & Conditions conflict with our Terms of Use and/or Privacy Policy, as it relates to "purchases," "orders," "shipments," and "returns and refunds", these Terms & Conditions will prevail.

## CONTACT DETAILS

Should you have any questions, complaints or comments after reading the General Terms and Conditions, or if you need to provide us with notice, please contact us by email or in writing.

### **NM BEAUTY INDUSTRIES B.V.**

Nieuwe Spiegelstraat 10

1017 DE Amsterdam

The Netherlands

E: [info@gisou.com](mailto:info@gisou.com)

Chamber of Commerce number: 63969769

NM Beauty Industries B.V.: a private company ('besloten vennootschap') established under Dutch law, based in Amsterdam (The Netherlands) and registered with the Chamber of Commerce under file number: 63969769, trading under the trade name "Gisou".

## OFFICIAL RULES FOR GISOU'S "GISOU.COM'S JUICY JACKPOT SCRATCH CARD PROMOTION"

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. OPEN TO ALL LEGAL RESIDENTS OF THE UNITED STATES AND CANADA (Excluding Quebec). MUST BE 18 YEARS OF AGE OR OLDER TO ENTER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE FORM MAY BE REQUIRED.

### OFFICIAL RULES

**1. GENERAL OVERVIEW:** NO PURCHASE NECESSARY TO ENTER OR WIN. The "Gisou.com's Juicy Jackpot Scratch Card Promotion" ("Promotion") begins on April 30, 2024 at 9:00am P.S.T. and ends on May 31, 2024 at 23:00pm P.S.T. or until all prizes have been awarded (the "Promotion Period"). All entries must be received by June 9, 2024 at 23:59pm P.S.T. (subject to modification based on availability of Gisou Scratch Cards and prizes awarded). Submission of entry does not guarantee eligibility or receipt of Gisou Scratch Card due to limited quantities available. Entry in the Promotion does not constitute entry into any other promotion, contest, or other sweepstakes. By participating in the Promotion, each participant unconditionally acknowledges, accepts and agrees to comply with and abide by the Official Rules and the decisions of NM Beauty Industries BV dba Gisou ("Gisou" and "Sponsor"), which shall be final and binding in all respects. While this Promotion may be promoted via social media websites, such websites are not affiliated with Sponsor or this Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, Instagram, Tik Tok or any other site or medium that might host content where information about this Promotion is posted or published (collectively "Content Hosts"). Additionally, the Promotion is in no way sponsored, endorsed or administered by Sponsor's retail partners (the "Sponsor Partner"). Whether an entrant receives a prize is contingent upon fulfilling the requirements and those terms set forth herein. Because of the unique nature and scope of the Promotion, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) or increase the number of prize winners set forth in these Official Rules. Sponsor cannot accurately predict the number of entrants who will participate in the Promotion. You understand that by entering the Promotion you are providing your personal information to Sponsor. The information you provide in connection with the Promotion is subject to the terms and conditions set forth herein, and Sponsor's privacy policy (See [Privacy Policy](#)). Any questions, comments or complaints regarding the promotion must be directed to Sponsor.

**2. ELIGIBILITY:** Promotion is open to entrants ("Entrants") who are legal residents of The United States and Canada (excluding Quebec), and void where prohibited by law. Entrants must be at least 18 years of age who enter the Promotion on Gisou.com during the Promotion Period. Employees, officers and directors of Sponsor and Sponsor Partner, employees, members of their immediate families, and those living in the same household as such employee, are ineligible. The Promotion is subject to applicable federal, provincial and local laws and regulations of the applicable Territory of Entrant's physical residence.

### HOW TO ENTER

**A.** No purchase is necessary to enter or win. To enter, during the Promotion Period (subject to availability of Gisou Scratch Cards and/or prizes):

- i. By placing an order on [www.gisou.com](http://www.gisou.com) during the Promotion Period and with every order a Gisou scratch card will be provided. On all products and there is no minimum order value needed.
- ii. Alternative Method of Entry (AMOE): by writing an email with in the subject line "Juicy Jackpot Scratch card Promotion" to [info@gisou.com](mailto:info@gisou.com) during the Promotion Period and request a scratch card.

**B.** Participants are limited to one (1) Scratch Card per Participant regardless of the amount of purchases made during the Promotion Period.

**C.** NM Beauty and the NM Beauty Entities are not liable for any lost, late, misdirected, incomplete, illegible, undelivered, or destroyed Scratch Card, regardless of cause or the person responsible, including, but not limited to, any problem or technical malfunction of any computer, online system, or server or technical problem.

### 3. ENTRY REQUIREMENTS:

- i. No Purchase is required.
- ii. Participants are limited to one (1) Scratch Card per Participant regardless of the amount of purchases made during the Promotion Period.
- iii. Entries become the property of the Sponsor and will not be returned.
- iv. All information provided by Entrant Proof of Entry does not constitute proof of receipt.
- v. False and/or deceptive Entries or acts, including misrepresentation of age, shall render such Entries ineligible.
- vi. Entries using macro, robotic, script or other forms of automatic entry will be disqualified.
- vii. One Entry per Entrant only.
- viii. You understand that you are providing your information to Sponsor voluntarily, and such submission is subject to Gisou's Privacy Policy (Privacy Policy) and these Rules.
- ix. Entries that do not clearly provide all of the above-listed information will be deemed ineligible (as determined in Sponsor's sole discretion). Sponsor is not responsible for late, lost, or damaged entries, or technical issues that otherwise might prevent Sponsor's receipt of any Entries.
- x. NM Beauty and the NM Beauty Entities are not liable for any lost, late, misdirected, incomplete, illegible, undelivered, or destroyed Scratch Card, regardless of cause or the person responsible, including, but not limited to, any problem or technical malfunction of any computer, online system, or server or technical problem.
- xi. ELIGIBLE ENTRANTS MUST SUBMIT THEIR ENTRY IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF SUBMISSION WILL BE ACCEPTED.
- xii. Location of Participation. The Potential Participant shall have until the conclusion of the Promotion Period (subject to availability of Gisou Scratch Cards and/or prizes) to participate in the Promotion on [www.Gisou.com](http://www.Gisou.com). Entries are subject to provincial, federal, state and local regulations (including any additional requirements for eligibility to claim a prize).



- xiii. Receipt of a Gisou Scratch Card is not guaranteed and based on availability.
- xiv. Receipt of a Gisou Scratch Card does not guarantee Potential Participant is or will be a prize winner.
- xv. Failure to claim a Gisou Scratch Card by June 9, 2024 at 23:59pm C.E.T. (the "Prize Redemption Expiration Date) will result in forfeiture of participation in the Promotion.
- xvi. Gisou Cards may not be transferred, sold or assigned to any other person or entity. Any Scratch Card that has been resold is void. All individuals who sell, purchase, or receive a Scratch Card in violation of these Official Rules are ineligible to win a Prize.

**WINNER SELECTION:**

1. Each Participant is required to scratch off all prize boxes located on his or her respective Scratch Cards. Each Scratch Card will bear various symbols. Winning Scratch Cards will bear one of the symbol combinations listed below.

- ✔ Five (5) Watermelon Symbols
- ✔ Five (5) Honey Jar Symbols
- ✔ Five (5) Strawberry Symbols
- ✔ Five (5) Lemon Symbols

2. Winning Combinations.

- ✔ **Grand Prize: The Gisou Fridge Full of Goodies:** Match Five (5) Watermelon Symbols
- ✔ **A Full Haircare Range:** Match Five (5) Honey Jar Symbols
- ✔ **Iconic Honey Infused Hair Oil 50ml:** Match Five (5) Strawberry Symbols
- ✔ **Gisou Mini Products:** Match Five (5) Lemon Symbols

3. If you received a scratch card with a winning combination, Entrants have to complete the following steps to redeem their prize:

- A. STEP 1:** Take a picture of your scratched Gisou scratch card with the winning combination as shown in the legend.
- B. STEP 2:** Send an email with the same email address that you used to place your order, to [info@gisou.com](mailto:info@gisou.com). Please include your order number and picture of the unique code (mentioned below) of your winning Gisou scratch card to redeem your prize.
- C.** Entrants have been encouraged to share the photo on their Instagram or TikTok profile and to tag @Gisou in the photo caption, but this is not mandatory in order to be eligible to redeem their prize.

**4. PRIZE POOL:**

The total prizes and Approximate Retail Value (per prize) available during the Promotion Period are as follows:

PRIZE	TOTAL PRIZES AVAILABLE	APPROXIMATE RETAIL VALUE ("ARV")
1. GISOU EXCLUSIVE FRIDGE FILLED WITH GOODIES	1	\$2680
2. A FULL HAIRCARE RANGE	3	\$930
3. ICONIC HONEY INFUSED HAIR OIL 50ML	6	\$276
4. GISOU MINI PRODUCT	40	\$550

PRIZE	PRODUCTS IN PRIZE 1	UNITS	APPROXIMATE RETAIL VALUE ("ARV")
1x GISOU EXCLUSIVE FRIDGE FILLED WITH GOODIES	Fridge	1	1 x \$526 = \$526
	Honey Infused Leave-In Conditioner 60ml	3	3 x \$16 = \$48
	Honey Infused Hair Mask 230ml	1	1 x \$57 = \$57
	Honey Infused Hair Mask 75ml	1	1 x \$25 = \$25
	Honey Infused Hair Repair Serum	3	3 x \$45 = \$135
	Honey Infused Hair Perfume 100ml	3	3 x \$83 = \$249
	Honey Infused Hair Perfume Wild Rose	3	3 x \$44 = \$132
	Honey Infused Beauty Balm Mini	2	2 x \$17 = \$34
	Honey Infused Beauty Balm Full Size	2	2 x \$37 = \$74
	Honey Infused Body Oil Full Size	4	4 x \$49 = \$196
	Honey Infused Hair Oil 100ml	4	4 x \$87 = \$348
	Honey Infused Hair Oil 50ml	4	4 x \$46 = \$184
	Honey Infused Tinted Lip Oil (Strawberry, Watermelon, Mango)	24	24 x \$28 = \$672

<b>PRIZE</b>	<b>PRODUCTS IN PRIZE 2</b>	<b>UNITS</b>	<b>APPROXIMATE RETAIL VALUE ("ARV")</b>
<b>3x A FULL HAIRCARE RANGE</b>	Honey Infused Hair Oil 50ml	1	1 x \$46
	Honey Infused Hair Perfume Original 50ml	1	1 x \$44
	Honey Infused Hair Wash Mini	1	1 x \$13
	Honey Infused Leave-In Conditioner Mini	1	1 x \$16
	Honey Infused Hair Repair Serum	1	1 x \$45
	Honey Infused Hair Mask	1	1 x \$25
	Honey Infused Scalp Treatment	1	1 x \$48
	Propolis Infused Texturizing Wave Spray	1	1 x \$39
	Propolis Infused Polishing Primer	1	1 x \$34

<b>PRIZE</b>	<b>PRODUCTS IN PRIZE 3</b>	<b>UNITS</b>	<b>APPROXIMATE RETAIL VALUE ("ARV")</b>
<b>6x ICONIC HONEY INFUSED HAIR OIL 50ML</b>	Honey Infused Hair Oil 50ml	6	6 x \$46 = \$276

<b>PRIZE</b>	<b>PRODUCTS IN PRIZE 4</b>	<b>UNITS</b>	<b>APPROXIMATE RETAIL VALUE ("ARV")</b>
<b>40X GISOU MINI PRODUCT</b>	Honey Infused Hair Wash Mini	20	20 x \$13 = \$260
	Honey Infused Conditioner Mini	10	10 x \$13 = \$130
	Honey Infused Leave-In Conditioner Mini	10	10 x \$16 = \$160

Actual value of prize may vary. No compensation or substitution will be provided for any difference in prize value. Sponsor makes no warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any prize, including, without limitation, any warranty, representation, or guarantee related to any prize's quality or fitness for a particular purpose. All prizes must be accepted as awarded, without substitution and are not, in whole or in part, assignable, transferable, or available for resale. Prizes have no cash surrender value, except where required by law. There are 18500 Scratch Cards in total available. Odds of winning the Gisou Exclusive Fridge are 1/18500, odds of winning the Full Haircare Range are 3/18500, odds of winning a Honey Infused Hair Oil 50ml are 6/18500 and odds of winning a Gisou Mini Product are 40/18500.

Winner of the grand prize will receive one (1) Gisou Fridge filled with Gisou goodies. The grand prize will be shipped to the winner's legal address within the United States. The prize is non-transferable and cannot be exchanged for cash or any other item. To facilitate the shipment of the prize, the winner will be required to provide their full name, surname, e-mail address and postal address. This information will be kept confidential and used solely for the purpose of prize fulfillment.

If any prize event or component thereof is cancelled or otherwise does not occur for any reason whatsoever, the portion of the prize associated with that event or component thereof will not be awarded, and any prize or value already awarded in connection with that event will be forfeited and no additional compensation will be provided to the winner. If any prize event or component thereof is rescheduled or postponed, the portion of the prize associated with that event or component thereof will be awarded for the rescheduled date.

If a prize or any portion of a prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize may be awarded; provided, however, that if prizes are awarded but unclaimed/forfeited by recipient, prize may not be re-awarded in Sponsor's sole discretion. Other restrictions may apply. Limit one prize per person, per household. Prize is provided "as is" without warranty of any kind. Winner is responsible for any loss of prize or portion of prize after it has been delivered. ANY TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE IS SOLELY THE RESPONSIBILITY OF THE WINNER.

**5. WINNER REQUIREMENTS:** The Potential Winner must comply with all terms and conditions of these Rules and winning is contingent upon fulfilling all requirements. The Potential Winner must provide Sponsor with a valid social security number for tax reporting purposes. The Potential Winner will be required to execute and return a notarized affidavit of eligibility and liability/publicity release (where legally permissible) and other documents required by the Sponsor within a reasonable amount of time (not to exceed five (5) business days), as determined by the Sponsor in its sole discretion. (the "Prize Claim Documents") upon the acceptance of a Prize. If the Potential Winner fails provide the Prize Claim Documents, Sponsor may elect to disqualify the Potential Winner, who will then forfeit his, her, their eligibility to receive the Prize. In the event the Potential Winner is disqualified for any reason, Sponsor may (in its sole discretion) award the Prize to an alternate winner selected by a random drawing from among all remaining eligible Entries, place the Prize back into the Prize offerings, or not award the Prize. Potential Winner must be at least 18 years of age and the age of majority in his/her/their state or jurisdiction of primary residence. Acceptance of any Prize shall constitute and signify the Potential Winner's agreement and consent that Sponsor may use the Potential Winner's name, city, state, likeness, photo, Entry and/or prize information in connection with the Promotion for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, the Potential Winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the

rights in and to the Entry and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Entry for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Potential Winner accepts and acknowledges that Sponsor shall not be obligated to use the Entry and that Sponsor in its sole discretion shall have the right to refrain from using the Entry. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder.

If a potential Winner is a Canadian (excluding Quebec) resident, he/she must also correctly answer, unaided, a time-limited, mathematical skill-testing question to be administered via private message on Instagram or by E-Mail (if AMOE). If a potential Prize Winner cannot be contacted by DM (or E-mail for AMOE) after the first attempt to contact him or her; fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable); is unavailable to participate in the Prize meeting; or in the case of a Canadian potential prize winner, failed to correctly answer, unaided, a time-limited, mathematical skill-testing question, the potential Prize Winner will be disqualified and an alternate entry will be selected in his or her place from all eligible entries received according to the judging criteria described above. Only one alternate winner selection will be made, after which any remaining prizes will remain unawarded.

**6. INDEMNITY:** The Promotion may also be promoted by a third party or parties (each a “Promotional Partner,” collectively “Promotional Partners”). Entrant shall indemnify and hold harmless the Sponsor, any Promotional Partners, and each of their respective parents, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, agents and representatives from and against any and all liability, claims, loss, damage, injury or expense, including reasonable attorneys’ fees, arising in connection with any third party action arising out of a breach or allegation which if true would constitute a breach, of any of Entrant’s representations, warranties or obligations herein.

**7. RELEASE AND LIMITATION OF LIABILITY:** By entering the Promotion, each Entrant agrees to forever and irrevocably release and hold harmless Sponsor and Sponsor Partner each of its affiliates, parent companies, subsidiaries, representatives, consultants, contractors, attorneys, suppliers, distributors, advertising/promotional agencies, business partners, public relations, fulfillment and marketing agencies, website providers and their respective officers, directors, stockholders, employees, agents, and representatives (collectively, the “Released Parties”) from any and all claims, lawsuits, judgments, causes of action, injuries, losses, proceedings, demands, fines, penalties, liabilities, costs and expenses (including, without limitation, reasonable attorneys’ fees and costs) (collectively, “Claims”) related to this Giveaway or Prize, including without limitation, Claims that may arise in connection with: (i) incomplete, lost, late, stolen, damaged, misdirected or illegible Entries or for failure to receive Entries due to any cause including, but not limited to, human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, Released Parties or otherwise, that may limit an Entrant’s ability to participate in the Promotion; (ii) acceptance, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Prize (or any component thereof); (iii) any change in the Prize (or any components thereof) due to unavailability or due to reasons beyond Sponsor’s control; (iv) any incorrect or inaccurate information, whether caused by Entrant, printing or typographical errors or by any of the equipment or programming associated with or utilized in the Promotion; (v) the violation of any third-party privacy, personal, publicity or proprietary rights; (vi) any interruptions in or postponement, cancellation or modification of the Promotion or these Rules; (vii) any technical malfunctions or unavailability of any telephone network, computer system, online system, computer timing and/or dating mechanism, computer equipment, software or Internet service provider, or mail service utilized by any of the Released Parties or by an Entrant; (viii) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (ix) death or personal injury caused by negligence any injuries, losses, liabilities or damages of any kind including personal injury or death caused by the Prize or resulting from acceptance, possession or use of a Prize including participation in any activity or travel related thereto, or from participation in the Promotion; or (x) any inability of the Potential Winner to accept or use the Prize (or portion thereof) for any reason. Released Parties assume no responsibility for any damage to an Entrant’s computer system which is occasioned by accessing the websites of Released Parties or participating in the Promotion, or for any computer system, phone line, mobile phone, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature, or for the incorrect or inaccurate capture of information, error in Entries or selection announcement, or the failure to capture any information. Released Parties will not be responsible or liable for any Entries in excess of the stated limit or for Entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Rules, and all such Entries may, in Sponsor’s sole and absolute discretion, be disqualified. Entrant further agrees that Released Parties are in no matter responsible for any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to the creation, administration or fulfillment of the Promotion and/or the awarding of any prize. Released Parties will not be liable to Potential Winner, or any other person for failure to supply any prize or any part thereof, by reason of fire, flood, epidemic, earthquake, unusually severe weather, hurricane, embargo, explosion, labor dispute or strike, labor or material shortage, transportation interruption of any kind, work slow-down, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, any federal, state, or local government law, order, request, or regulation, or order of any court or jurisdiction (each a “Force Majeure” event or occurrence), or any other cause beyond Released Parties’ control. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THESE RULES APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE APPLICABLE PORTIONS OF THESE RULES MAY NOT APPLY TO YOU.

**8. ADDITIONAL RULES:** Sponsor reserves the right to (i) permanently disqualify from any Giveaway it sponsors any person it believes has intentionally violated these Rules; and (ii) suspend, modify or terminate the Promotion if Sponsor believes, in its sole discretion, that fraud, virus, tampering, malfunction, error, disruption, damage or any other cause beyond the control of Sponsor is impairing or will impair the administration, security, fairness, or integrity of the Promotion. If, for any reason, the Promotion is not capable of running as planned (including, without limitation, due to a Force Majeure event or any unanticipated occurrence that is not fully addressed in these Rules), Sponsor reserves the right to cancel, modify, or suspend the Promotion or any element thereof. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. Sponsor may prohibit an Entrant from participating, winning, or accepting a prize (and void all associated Entries) if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Promotion and associated prize by cheating, deception or other unfair practices or intending to annoy, abuse, threaten or harass any other participants or Sponsor's representatives. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision. Entrants must have a valid e-mail address, and it is Entrant's responsibility to update Sponsor of any change in e-mail address. Any violation of these Rules or any behavior of the Potential Winner that may bring the Potential Winner or Sponsor into disrepute (in Sponsor's sole discretion) or false and/or deceptive Entries or acts, including misrepresentation of age, may result in Potential Winner's disqualification from the Promotion and all privileges as a winner will be immediately terminated.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS SITE OR INTERFERE WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND PURSUE ALL OTHER REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**9. DISPUTES; CHOICE OF LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE RULES, OR THE RIGHTS AND OBLIGATIONS OF THE ENTRANT AND SPONSOR IN CONNECTION WITH THE CONTEST, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH UNITED STATES LAW, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES (WHETHER OF UNITED STATES LAW OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE UNITED STATES. BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY AWARD AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND 3) EXCEPT WHERE PROHIBITED, UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. EXCEPT WHERE PROHIBITED, EACH PERSON WHO PARTICIPATES IN THE CONTEST IRREVOCABLY AGREES THAT SUCH DISPUTE(S) WILL BE RESOLVED SOLELY BY BINDING ARBITRATION BEFORE A SOLE ARBITRATOR, WITH EXPERIENCE IN ADVERTISING OR PROMOTION AND ENTERTAINMENT LAW, UNDER THE RULES AND REGULATIONS OF JAMS ("JAMS" THE RULES AVAILABLE AT); PROVIDED, HOWEVER, THAT NOTWITHSTANDING THE PARTIES' DECISION TO RESOLVE ANY AND ALL DISPUTES ARISING UNDER THIS SWEEPSTAKES THROUGH ARBITRATION, SPONSOR MAY (1) SEEK TO OBTAIN INJUNCTIVE RELIEF OR OTHER EQUITABLE RELIEF FROM A COURT TO ENFORCE THE PROVISIONS OF THESE RULES; (2) BRING AN ACTION IN COURT TO PROTECT AND INTERPRET SPONSORS INTELLECTUAL PROPERTY RIGHTS; AND/OR (3) BRING AN ACTION TO ENFORCE THE DECISION OF THE ARBITRATOR BEFORE ANY COURT WITH APPLICABLE JURISDICTION. THE ARBITRATION WILL BE HELD IN NEW YORK, NEW YORK, UNITED STATES. THE ARBITRATOR WILL APPLY THE SUBSTANTIVE LAWS OF THE UNITED STATES, WILL ISSUE A WRITTEN DECISION AND WILL HAVE THE POWER TO AWARD ANY LEGAL REMEDIES EXCEPT AS LIMITED BY THESE RULES. The parties will split the arbitrator's fee; provided, however, if applicable law requires Sponsor to pay the arbitrator's fee in order for the arbitration provision to be enforceable, Sponsor shall have the discretion to pay such fees and proceed to arbitration. Entrant irrevocably waives any right to bring or join in any class action regarding the Promotion. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that any party fails to appear to any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.

**10. PRIVACY POLICY / DATA COLLECTION:** Any personal information supplied by you to Sponsor will be subject to Sponsor's privacy policy posted at [Privacy Policy](#). By entering the Promotion, you grant Sponsor permission to share your Instagram account handle, E-mail address and any other personally identifiable information with Instagram or with any co-sponsor solely for the purpose of administration and prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described above herein or in the privacy policy.

**11. SPONSORS:** NM Beauty Industries BV, dba Gisou, Nieuwe Spiegelstraat 10, 1017 DE Amsterdam, The Netherlands.

**12. OFFICIAL RULES AND WINNERS LIST:** For a copy of the Official Rules send a self-addressed, stamped envelope for receipt by [May 31st, 2024], to: Official Rules, "Juicy Jackpot Scratch Card Promotion" Promotion, c/o NM Beauty Industries BV, Nieuwe Spiegelstraat 10, 1017 DE Amsterdam, The Netherlands. The Winner List will be provided on the @Gisou "Juicy Jackpot Scratch Card Promotion" Promotion, or by mail, if requested as above. Requests received without a self-addressed, stamped envelope will not be fulfilled.