



***GENERAL  
TERMS & CONDITIONS***

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

***gisou***



## GENERAL TERMS & CONDITIONS

General Terms and Conditions of NM Beauty Industries B.V.

### INTRODUCTION

By placing an order on [www.Gisou.com](http://www.Gisou.com), you are accepting to purchase a Product, a Service and/or a Gift Card on and subject to the following terms and conditions of NM Beauty Industries B.V. (the "General Terms and Conditions"). The General Terms and Conditions always apply between you and NM Beauty Industries B.V. when you use or place an order through the website [www.Gisou.com](http://www.Gisou.com) (the "Site") or participate in a contest, a giveaway or the Loyalty Program of NM Beauty Industries B.V. The General Terms and Conditions contain important information for you as a customer of NM Beauty Industries B.V. Please read them carefully, together with our Privacy Policy and Terms of Use. We also recommend you to save or print the General Terms and Conditions, Privacy Policy and Terms of Use, so you can consult them again at a later date.

### ARTICLE 1 DEFINITIONS

**AGREEMENT:** any arrangement or agreement between NM Beauty Industries B.V. and the Client for the purchase of Products, Services and/or Gift Cards, of which the General Terms and Conditions form an integral part.

**CLIENT:** The consumer or (legal) person acting in the performance of a profession or business who enters into an Agreement with NM Beauty Industries B.V.

**GENERAL TERMS AND CONDITIONS:** These terms and conditions of NM Beauty Industries B.V.

**GIFT CARD:** The electronic gift card(s) as offered on the Site.

**PRODUCT(S):** The product(s) as offered on the Site.

**SERVICE(S):** The service(s) as offered on the Site.

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

### ARTICLE 2 APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

**2.1** The General Terms and Conditions apply to all offers and deliveries from, and Agreements with, NM Beauty Industries B.V., unless otherwise explicitly agreed on in writing.

**2.2.** If the Client declares other provisions or terms applicable in his order, confirmation or through any other communication medium, such provisions will only be binding upon NM Beauty Industries B.V. if and in so far as NM Beauty Industries B.V. has explicitly accepted them in writing.

### ARTICLE 3 PRICES AND INFORMATION

**3.1** All prices as displayed on the Site and on other materials originating from NM Beauty Industries B.V. are for orders within the European Union and include VAT and any other taxes and levies imposed by the government, unless stated otherwise on the Site. If the rate of VAT changes between the Client's order date and the date we supply the Product or perform the Service, NM Beauty Industries B.V. will adjust the rate of VAT that the client pays, unless the Client has already paid for the Product or the Service in full before the change in the rate of VAT takes effect.

**3.2** For orders outside of the European Union, additional costs such as customs duties, VAT or any other fees, levies or taxes may apply. Such costs are expressly not included in the price and will be fully borne by the Client. NM Beauty Industries B.V. cannot be held responsible for any additional costs, such as (including but not limited to), customs duties, VAT and/or any other fees, levies or taxes. We recommend contacting your local customs office for more information on specific taxes and customs duties in your country.

**3.3** If shipping costs are charged, these will be clearly stated on the Site before the Agreement is concluded. The shipping costs will be displayed separately in the ordering process.

**3.4** The content of the Site is composed with the greatest care. NM Beauty Industries B.V. can however not guarantee that all information on the Site is displayed correctly and/or is complete at all times. All prices and other information displayed on the Site and on other materials originating from NM Beauty Industries B.V. may include typographical and/or programming errors. NM Beauty Industries B.V. is not liable for such 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 the Client's order where a pricing error is obvious and unmistakable and could reasonably have been recognised by the Client as a mispricing, NM Beauty Industries B.V. may end the Agreement, refund any sums paid and require the return of any Products provided.

**3.5** The pricing and availability of the Products and the Services may change at any time without further notice.

#### **ARTICLE 4 PRODUCTS AND SERVICES**

**4.1** The images of the Products and the Services on our Site are for illustrative purposes only. NM Beauty Industries B.V. is not liable for any deviations between the colour of the actual Product and the colour of the Product as displayed on the Site.

**4.2** NM Beauty Industries B.V. may change the Product at any time and without further notice (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.

**4.3** NM Beauty Industries B.V. may suspend, cancel or change the Services at any time and without further notice. The Services are only provided to customers in the European Union, United Kingdom and United States, unless explicitly stated otherwise in writing by NM Beauty Industries B.V.

**4.4** NM Beauty Industries may offer Services in the form of online virtual beauty consultations (a "Virtual Beauty Consultation"). An appointment for a Virtual Beauty Consultation will be available to book online via the scheduling tool on the Site on a first come first served basis. In order to also allow other customers to make an appointment for a Virtual Beauty Consultation, a maximum of one (1) Virtual Beauty Consultation per person per week applies. NM Beauty Industries B.V. cannot guarantee availability of the Services.

**4.5** The Virtual Beauty Consultation shall take place online on the date and time booked via the scheduling tool on the Site. The duration of the appointment and the beauty advisor which provides a Virtual Beauty Consultation may vary, and is determined at the sole discretion of NM Beauty Industries B.V. and provided on the scheduling tool on the Site.

**4.6** Changes or cancellations to an appointment for a Virtual Beauty Consultation can be made up to two (2) hours prior to the appointment. In the event a client fails to timely cancel, change or attend an appointment, the client will not receive a refund of the costs of the Virtual Beauty Consultation, nor will the client be given the opportunity to reschedule the appointment. Failure to timely cancel, change or attend an appointment on multiple occasions may result in refusal to participate in the Services offered by NM Beauty Industries B.V.

**4.7** If the client does not attend the appointment for the Virtual Beauty Consultation within the first ten (10) minutes thereof, then NM Beauty Industries B.V. is under no obligation to go ahead with the appointment and may cancel it at its own discretion, without any obligation to reschedule or refund the Virtual Beauty Consultation to the client.

**4.8** Only one (1) person may attend the Virtual Beauty Consultation. The client may not record the Virtual Beauty Consultation (video or audio). During the Appointment, NM Beauty Industries B.V. reserves the right to cancel or terminate the Virtual Beauty Consultation at any time, should it feel appropriate to do so.

**4.9** NM Beauty Industries B.V. retains the right to cancel, change the date and time of or amend an appointment for a Virtual Beauty Consultation at any time. In the event NM Beauty Industries B.V. cancels or changes an appointment, the client will have the option to either change or cancel the appointment at the time of notification.

**4.10** Prior to the Virtual Beauty Consultation the client may be invited to complete a pre-consultation questionnaire in order to assist the client with a more tailored service. Any personal data provided will be treated in accordance with the Privacy Policy of NM Beauty Industries B.V.

**4.11** NM Beauty Industries may record the audio of a Virtual Beauty Consultation for training and quality purposes, in accordance with the Privacy Policy of NM Beauty Industries B.V.

## **ARTICLE 5 GIFT CARDS**

**5.1** Gift Cards can only be purchased online and can only be redeemed on [www.Gisou.com](http://www.Gisou.com). Gift Cards denominated in euro (€) can only be purchased and redeemed on the European website. Gift Cards denominated in US dollar (\$) can only be purchased and redeemed on the US website ([us.gisou.com](http://us.gisou.com)). The Gift Card can be used to pay for the full value or part of the value of the selected Products and/or Services. The Gift Card cannot be redeemed against the purchase of another Gift Card. If a purchase is not completely covered by a Gift Card, an additional payment method as offered on the Site can be used to complete the purchase. Gift Cards are not redeemable for cash. The current balance of a Gift Card can be checked upon check-out or by sending an e-mail to [info@gisou.com](mailto:info@gisou.com).

**5.2** When purchasing a Gift Card on the Site, the Gift Card will be sent to the recipient's email address immediately after the purchase is completed. NM Beauty Industries B.V. will not be liable for failure or delay in delivery. The Client is obliged to provide a correct email address for delivery. If the provided email address cannot be confirmed, NM Beauty Industries B.V. reserves the right to withhold the delivery of the Gift Card.

**5.3** The maximum amount that an individual Gift Card can hold is EUR 200,00. NM Beauty Industries B.V. will provide the Client with specific denominations to choose from which the Client can select to load on to the Gift Card.

**5.4** A Gift Card expires automatically once its balance has been exhausted. A Gift Card may not be topped up with additional funds.

**5.5** A Gift Card is valid for two (2) years after the date of purchase. The expiration date is stated on the Gift Card and is leading. After the expiration date as stated on the Gift Card, the Gift Card cannot be used for a purchase, cannot be reactivated and the remaining value cannot be reimbursed. NM Beauty Industries B.V. has no obligation to remind or inform the Client of a Gift Card's expiry and it is the sole responsibility of the Client to ensure that any balance is used in full prior to expiry.

**5.6** The Client is obliged to retain an expired Gift Card in the event the Client wishes to return a purchase. Any Products or Services paid for using a Gift Card that are subsequently returned for a refund will be credited on the existing or a new Gift Card. If the total to be refunded is more than paid for by using a Gift Card, then the remaining refund balance will be refunded to the other payment method used by the Client ( e.g. credit/debit card or other payment methods, such as Paypal).

**5.7** NM Beauty Industries B.V. cannot be held liable for Gift Cards which are lost, stolen or inactivated. We advise to treat the Gift Card as cash.

**5.8** Gift Cards remain the property of NM Beauty Industries B.V. who maintains the right to cancel the card in its sole discretion in situations where it is deemed necessary to do so (such as to comply with applicable laws or as a result of circumstances beyond its control).

## **ARTICLE 6 INSTAGRAM AND TIKTOK CONTESTS AND GIVEAWAYS**

**6.1** By participating in a contest or giveaway of NM Beauty Industries B.V., the participant irrevocably grants to NM Beauty Industries B.V. a non-exclusive, worldwide, perpetual, assignable, fully paid, royalty-free license to repost, publish, reproduce, distribute, display, perform, create derivative works from or otherwise use the submission of the participant on all media channels and platforms. NM Beauty Industries B.V. shall have the perpetual, worldwide right to publish and use the submissions in any way, and in any media for trade, advertising, promotional, and/or other purposes as NM Beauty Industries B.V. may determine without further consideration to the participant.

**6.2** Instagram and TikTok Contests or giveaways of NM Beauty Industries B.V. are not sponsored, endorsed or administered by, or associated with Instagram or TikTok.

**6.3** Prizes are non-extendable, non-transferrable, non-refundable and cannot be exchanged for any cash in whole or in part or for any cash alternatives.

**6.4** By participating in a contest or giveaway of NM Beauty Industries B.V. a participant represents that he or she meets the eligibility requirements set out in the General Terms and Conditions and agrees to be bound by these General Terms and Conditions, any specific conditions of the contest or giveaway, the Instagram and TikTok Terms of Service and Community Guidelines, all applicable laws and regulations, the decisions or instructions of NM Beauty or its authorized representative(s) with respect to the contest or giveaway, and NM Beauty's sole interpretation of any specific contest or giveaway conditions, which shall be final.

**6.5** Contests and giveaways are, unless stated otherwise in the specific contest or giveaway conditions, open to legal residents of the European Union, United Kingdom, Norway and Switzerland, excluding any territories NM Beauty Industries B.V. does not ship to, and unless prohibited by law, who: (i) are of legal age in their location of residence prior to the beginning of the contest or giveaway, (ii) have not been a winner in any prior contests, giveaways or promotions of NM Beauty Industries B.V.; and (iii) have internet access and a valid Instagram and/or TikTok account. Employees, officers and directors of NM Beauty Industries B.V. and members of their immediate families and our retailers and suppliers are ineligible. Participants are limited to one (1) submission.

**6.6** The winning participant of a contest or giveaway shall have 24 hours to claim his or her prize from the date that he or she is announced as a winner. After this time NM Beauty Industries B.V. reserves the right to select a new winner. The winner will need to provide NM Beauty Industries B.V. with all information required in NM Beauty Industries B.V.'s sole discretion to claim the prize. If the provided information cannot be confirmed, NM Beauty Industries B.V. reserves the right to withhold the delivery of the prize. If required so by NM Beauty Industries B.V., the winner shall sign and return to NM Beauty Industries B.V. a publicity release form by a reasonable date determined by NM Beauty Industries B.V. in form and substance satisfactory to NM Beauty Industries B.V. in order to be eligible to receive the prize.

**6.7** Prizes will be sent to the winner within thirty (30) days after NM Beauty Industries B.V. has received the complete and correct information from the winning participant. If any required information (and if applicable the release form) is not completed, signed, and/or returned within the stated time, the winner is deemed by NM Beauty Industries B.V. to be ineligible or not to have complied with the rules of the contest or giveaway. If a potential winner is not reachable at the electronic mail address provided to NM Beauty Industries B.V. within a reasonable period of time, or if a notification is returned as undeliverable, then the prize will be forfeited. NM Beauty Industries B.V. shall have no responsibility or obligation to a winner who is ineligible for a prize, or is unable to or who does not accept or utilize a prize, for any reason.

**6.8** Unless otherwise set out in any applicable law, prizes are provided "as is" and without any warranty, representation or guarantee, express or implied in fact or in law, and any implied warranty of merchantability or fitness for a particular purpose.

**6.9** NM Beauty Industries B.V. reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the contest, giveaway or the Site, violates these General Terms and Conditions, any specific conditions of the contest or giveaway, the Instagram and TikTok Community Guidelines, the applicable laws and regulations, any decisions or instructions of NM Beauty or its authorized representative(s) with respect to the contest or giveaway, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. NM Beauty Industries B.V. reserves the right at its sole discretion to review, exclude, decline and remove any submissions which are in violation of the aforementioned rules and/or violate any intellectual property rights.

**6.10** Any personal information submitted in connection with a contest or giveaway will be treated in accordance with these General Terms and Conditions and the Privacy Policy of NM Beauty Industries B.V. (which may be amended from time to time and is currently located on [www.gisou.com/service/privacy-policy](http://www.gisou.com/service/privacy-policy)). By entering in a contest or giveaway all participants grant permission to NM Beauty Industries B.V. to collect, store and use their personal data submitted with their entry for the purpose of the contest or giveaway, administration and prize fulfilment. In accordance with these Terms and Conditions, a participant has the right to object to the publication of certain information or to request that the amount of information which is published is reduced by contacting NM Beauty Industries B.V.

**6.11** NM Beauty Industries B.V. reserves the right at its sole discretion to suspend, cancel, withdraw, postpone, shorten, modify or terminate the contest or giveaway, winner selection, these General Terms and Conditions, the specific conditions of the contest or giveaway or prizes without prior notice.

**6.12** Winners are responsible for any and all fees, charges and taxes applicable to prizes, including all national, federal, state and local taxes and the reporting consequences thereof. NM Beauty Industries B.V. reserves the right to substitute prizes for prizes of equal or greater value for any reason.

## OFFICIAL RULES BEE SEASON 2024 GIVEAWAY

The Bee Season Giveaway is designed to give our Gisou community the chance to win a special trip to our Mirsalehi Bee Garden for one (1) potential winner and their friend and one (1) bundle of Gisou products, as further described below. No purchase necessary.

There will be one (1) winner who will be selected from all participants that have fully completed the Gisou's Bee Learning Course on the Gisou website and have registered their email address at the sign up page.

There is one (1) prize available in total, consisting of the parts as further described below, which will be awarded to one (1) winner. The aggregate average retail value of the total prize amounts to EUR 3.520,00 including VAT ("ARV"). The ARV is subject to market conditions, which can fluctuate, and any difference between actual market value and ARV will not be awarded to the winner. The Bee Season Giveaway and the prize are subject to the General Terms and Conditions of NM Beauty Industries B.V., including the specific giveaway conditions as described in this section. The Bee Season Giveaway is being administered in accordance with the Dutch Code of Conduct for promotional games of chance.

Set out below are the specific Bee Season giveaway conditions:

**SUBMISSION PERIOD:** Participating in the Bee Season Giveaway is possible within the period of May 20, 2024 10:00 CEST-June 9, 2024 23:59 CEST.

**ELIGIBLE PARTICIPANTS:** The Bee Season Giveaway is open to legal residents of the United States, Canada (excluding Quebec), the European Union, United Kingdom and Switzerland, excluding any territories NM Beauty Industries B.V. does not ship to, and unless prohibited by law, who: (i) are of legal age in their location of residence (and at least 18 years old) prior to the beginning of the Bee Season giveaway, (ii) have not been a winner in any prior contests, giveaways or promotions of NM Beauty Industries B.V.; and (iii) have internet access and a valid Instagram account. Employees, officers and directors of NM Beauty Industries B.V. and members of their immediate families and our retailers and suppliers are ineligible. Participants are limited to one (1) submission.

### **SUBMISSION METHOD:**

- ✔ Sign up on the sign up page and fill out your email address to subscribe to the Gisou Newsletter
- ✔ Fully complete Gisou's Bee Learning Course on the Gisou website
- ✔ Make sure you follow @gisou on Instagram

**WINNER SELECTION METHOD:** The winner will be picked at random using "Wask" ([www.wask.co](http://www.wask.co)) comment winner generator, or a similar program as determined in the sole discretion of NM Beauty Industries B.V. The odds of winning the prize depends on the number of eligible entries received in the Submission Period. In no event will more than one (1) entry be awarded the prize.

**NOTIFICATION PERIOD:** June 14th, 2024, NM Beauty Industries B.V. shall attempt to contact the winner by e-mail to inform and request all information required in order to award the prize. The part of the prize that consists of the full Gisou Hair Care Range with Gisou products will be shipped to the winner in the week of July 1st, 2024, at the expense of NM Beauty Industries B.V., provided that NM Beauty Industries B.V. has timely received the complete and correct information from the winner.

**PRIZE WINNER ANNOUNCEMENT:** The prize winner will be contacted on June 14th, 2024 via email.

**PRIZE:** The winner will receive the following prize (hereinafter: the "Prize"):

A. Two (2) economy class roundtrip tickets on any airline to be determined at the sole discretion of NM Beauty Industries B.V. from one of the following airports:

- i. For residents of the United States: (i) LaGuardia Airport in New York (airport code: LGA); (ii) JFK International Airport in New York (airport code: JFK); (iii) Chicago O'Hare International Airport (airport code: ORD); (iv) Los Angeles International Airport (airport code: LAX); (v) Miami International Airport (airport code: MIA); (vi) Washington Reagan International Airport (airport code: DCA); (vii) Dallas Fort Worth International Airport (airport code: DFW); or (viii) Hartsfield-Jackson Atlanta International Airport (airport code: ATL);
- ii. For residents of Canada (excluding Quebec): (i) Vancouver International Airport (airport code: YVR); Calgary International Airport (airport code: YYC); Edmonton International Airport (airport code: YEG); Toronto Pearson International Airport (airport code: YYZ);
- iii. For residents of the eligible European countries: an international airport to be determined at the sole discretion of NM Beauty Industries B.V. in the country of residence of the winner; to the international airport nearest to the Mirsalehi Bee Garden in Almere, the Netherlands.

**PLEASE NOTE (I):** Actual value of trip may vary based on point of departure and airfare fluctuations. Tickets are not valid for upgrades and/or frequent flyer miles. Any difference between stated approximate retail value and actual value of Prize will not be awarded and is specified in these Rules. Travel must be completed before August 1st, 2024. Tickets must be issued in the winner's name as identified in the form while signing up for the Bee Learning Course. The winner cannot barter, sell, assign or transfer the prize to another person and cannot substitute the travel companion by someone not identified by the winner in the form filled in after completing the Bee Learning Course. The winner and its travel companion must travel on the same dates and on the same flights. Only hand luggage is included in the tickets. Meals, gratuities, incidental hotel charges and any other travel-related expenses not specified herein are the sole responsibility of winner and travel companion. It is the winner and its travel companion's responsibility to check that all the information on the ticket is correct and to have all appropriate travel documents and visas (if required). Once the tickets are issued, they are non-refundable, non-transferable and no modifications are permitted. Tickets are not redeemable for cash. At check in, passengers must provide electronic ticket documents and proof of ID / Passport with photo and all documents required for domestic/international travel.

**PLEASE NOTE (II):** The winner and its travel companion are solely and fully responsible for obtaining all necessary travel documents, passports, visas, medical documents, valid COVID vaccinations where applicable or test documents where required and applicable for travel and for meeting all health and insurance requirements. The winner and its travel companion shall ensure they both have an adequate travel and health insurance. The winner and its travel companion are responsible for any tariffs, taxes, fees, fines, insurance (travel and health) and similar assessments that may be imposed upon them as a result of their travel, including any such assessments imposed as a result of their immigration or other status. The winner and its travel companion are responsible for their own personal expenditures including (but not limited to) meals and drinks. While NM Beauty Industries B.V. will attempt to confirm a booking promptly upon being made, bookings may be confirmed up to seven days prior to departure.

**PLEASE NOTE (III):** All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. The Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. Certain travel restrictions and blackout dates may apply. Any and all airport transfers, ground transportation, meals, incidentals, gratuities, phone calls, luggage fees, travel insurance and applicable taxes (including, but not limited to all local, state and federal taxes) and any and all other expenses not specifically mentioned herein are the sole responsibility of the prize winner. If, for any reason, any part of the trip package is canceled or shall become unavailable, postponed or canceled, the Sponsor shall have no further responsibility for that portion of the prize and the prize will be awarded without the inclusion of the item on the same itinerary. The Sponsor is not responsible for late, lost, damaged or stolen luggage. Any provided tickets are subject to certain terms and conditions specified thereon, and seat locations are as solely determined by Sponsor. The Sponsor is not responsible for any travel delays, flight cancellations or difficulty. If travel delays, cancellations or difficulty prevent arrival in time for any and all elements of trip, the Sponsor is not responsible for awarding any compensation in lieu thereof.

Winner agrees that acceptance of any trip taken as a prize is done so entirely upon their own initiative, risk, and responsibility. BY ACCEPTING PRIZE, WINNERS ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT THE SPONSOR AND RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

Conditions and restrictions may apply. Limit: One (1) prize per person/household. ALL PRIZES ARE AWARDED "AS IS" AND THE SPONSOR DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED

- B. Two (2) nights in one (1) shared double room in a hotel of NM Beauty's choice in Amsterdam, the Netherlands including breakfast.
- C. Ground transportation to and from the airport arranged and covered by NM Beauty.
- D. One (1) Gisou Hair Care Range, filled with the following selection of Gisou products:

<b>PRODUCT</b>	<b>UNITS</b>	<b>APPROXIMATE RETAIL VALUE ("ARV")</b>
<b>Honey Infused Hair Oil 50ml</b>	<b>1</b>	<b>1 x €40</b>
<b>Honey Infused Hair Perfume 50ml</b>	<b>1</b>	<b>1 x €38</b>
<b>Honey Infused Hair Wash</b>	<b>1</b>	<b>1 x €10</b>
<b>Honey Infused Leave-In Conditioner</b>	<b>1</b>	<b>1 x €14</b>
<b>Honey Infused Hair Repair Serum</b>	<b>1</b>	<b>1 x €40</b>
<b>Honey Infused Hair Mask</b>	<b>1</b>	<b>1 x €22</b>
<b>Honey Infused Scalp Treatment</b>	<b>1</b>	<b>1 x €42</b>
<b>Propolis Infused Texturizing Wave Spray</b>	<b>1</b>	<b>1 x €35</b>
<b>Propolis Infused Polishing Primer</b>	<b>1</b>	<b>1 x €30</b>

**OTHER CONDITIONS:**

- (i) NM Beauty Industries B.V. cannot be held responsible for any postal mail or delivery return, lost shipment, delays or mis-delivery of the Prize. The winner is fully responsible for any loss of (a portion of) the Prize after it has been delivered. NM Beauty Industries B.V. has no responsibility or obligation to a winner who fails to claim the Prize, refuses or does not utilize the Prize or forfeits the Prize, for any reason.
- (ii) NM Beauty Industries B.V. makes no representations, warranties or guarantees with respect to the potential benefits or outcomes relating to the Prize, regarding the advice or commentary provided, the use, value, or enjoyment of the Prize, including, without limitation, its quality, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply.
- (iii) Subject to applicable law, the winner and its travel companion irrevocably grant NM Beauty Industries B.V. the right to use their name, voice, photograph and/or biographical data for advertising, promotional and/or publicity purposes in relation to the Bee Season Giveaway. By accepting the Prize, the winner and its travel companion agree to take part in reasonable promotional activity during the visit to the Mirsalehi Bee Garden, whether through social media or another medium, to promote the NM Beauty brand, its products and this giveaway. The winner and its travel companion agree to sign and return to NM Beauty Industries B.V. a publicity release form.

(iv) The winner and its travel companion must provide NM Beauty Industries B.V. with all information required at the sole discretion of NM Beauty Industries B.V. to claim the Prize. The winner and its travel companion shall sign and return to NM Beauty Industries B.V. any documentation reasonably required by NM Beauty Industries B.V. by a reasonable date as determined by NM Beauty Industries B.V. in form and substance satisfactory to NM Beauty Industries B.V. in order to be eligible to receive the Prize.

(v) By entering the Bee Season Giveaway, each participant agrees that, to the extent permitted under applicable laws, NM Beauty Industries B.V. including its affiliates and their respective shareholders, members, directors, officers, employees, and agents, will have no liability whatsoever for and are released and held harmless from any injury, loss or damages of any kind to persons, including death, personal injury, or property damage, due in whole or in part, directly or indirectly, from the acceptance, possession, use, non-use or misuse of a Prize or participation in this giveaway or participation in any Prize-related activity. The winner assumes all liability for participation in all aspects of the Prize.



## 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 EUROPEAN UNION. 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 29, 2024 at 9:00am C.E.T. and ends on May 31, 2024 at 23:00pm C.E.T. or until all prizes have been awarded (the "Promotion Period"). All entries must be received by June 9, 2024 at 23:59pm C.E.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 European Union 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 Scratch 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	€2472
2. A FULL HAIRCARE RANGE	3	€843
3. ICONIC HONEY INFUSED HAIR OIL 50ML	6	€240
4. GISOU MINI PRODUCT	40	€440

PRIZE	PRODUCTS IN PRIZE 1	UNITS	APPROXIMATE RETAIL VALUE ("ARV")
1x GISOU EXCLUSIVE FRIDGE FILLED WITH GOODIES	Fridge	1	1 x €495 = €495
	Honey Infused Leave-In Conditioner 60ml	3	3 x €14 = €42
	Honey Infused Hair Mask 230ml	1	1 x €47 = €47
	Honey Infused Hair Mask 75ml	1	1 x €22 = €22
	Honey Infused Hair Repair Serum	3	3 x €40 = €120
	Honey Infused Hair Perfume 100ml	3	3 x €72 = €216
	Honey Infused Hair Perfume Wild Rose	3	3 x €38 = €114
	Honey Infused Beauty Balm Mini	2	2 x €15 = €30
	Honey Infused Beauty Balm Full Size	2	2 x €33 = €66
	Honey Infused Body Oil Full Size	4	4 x €45 = €180
	Honey Infused Hair Oil 100ml	4	4 x €77 = €308
	Honey Infused Hair Oil 50ml	4	4 x €40 = €160
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 €40
	Honey Infused Hair Perfume Original 50ml	1	1 x €38
	Honey Infused Hair Wash Mini	1	1 x €10
	Honey Infused Leave-In Conditioner Mini	1	1 x €14
	Honey Infused Hair Repair Serum	1	1 x €40
	Honey Infused Hair Mask	1	1 x €22
	Honey Infused Scalp Treatment	1	1 x €42
	Propolis Infused Texturizing Wave Spray	1	1 x €35
	Propolis Infused Polishing Primer	1	1 x €30

<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 €40 = €240

<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 €10 = €200
	Honey Infused Conditioner Mini	10	10 x €10 = €100
	Honey Infused Leave-In Conditioner Mini	10	10 x €14 = €140

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 European countries. 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 DUTCH LAW, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES (WHETHER OF DUTCH LAW OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE NETHERLANDS. 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 AMSTERDAM, THE NETHERLANDS. THE ARBITRATOR WILL APPLY THE SUBSTANTIVE LAWS OF THE NETHERLANDS, 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.

## ARTICLE 7 LOYALTY PROGRAM: THE COLLECTORS CLUB

**7.1** The Loyalty Program of NM Beauty Industries B.V.: The Collectors Club (the “**Loyalty Program**”) is designed to thank and reward our Clients. Points in the Loyalty Program can be earned by making eligible purchases on the Site, or by performing qualified Loyalty Program actions (“**Loyalty Program Actions**”). Once a participant of the Loyalty Program (“**Loyalty Program Participant**”) has earned a certain amount of points, it is eligible for certain benefits and rewards applicable to that amount of points. The benefits and rewards may vary from time to time, can be offered on a limited basis and may be changed or revoked at the sole discretion of NM Beauty Industries B.V. Currently, only purchases made on the Site are eligible for the Loyalty Program.

**7.2** Eligible individuals may participate in the Loyalty Program by visiting [www.Gisou.com](http://www.Gisou.com) and creating an account (a “**Collectors Club Account**”). To create a Collectors Club Account, a name, date of birth, email address and a (created) password are required. Additional information may be provided when creating a Collectors Club Account, which information is optional, but may lead to the provision of additional benefits and rewards. A Loyalty Program Participant is solely responsible for maintaining the accuracy of its Collectors Club Account information and for updating it as required. Any personal data provided will be treated in accordance with the Privacy Policy of NM Beauty Industries B.V. as published on the Site. By creating a Collectors Club Account the Loyalty Program Participant represents that he or she meets the eligibility requirements as set out in the General Terms and Conditions and agrees to be bound by the General Terms and Conditions.

**7.3** The Loyalty Program is limited to one account per individual and is available to individuals for personal use only. The Loyalty Program may not be used for business purposes. Only individuals who are of legal age in their location of residence prior to creating an account are eligible to participate in the Loyalty Program. NM Beauty Industries B.V. may refuse to create an account for any reason. All employees, officers and directors of NM Beauty Industries B.V. are ineligible to participate in the Loyalty Program.

**7.4** The Loyalty Program is offered at the sole discretion of NM Beauty Industries B.V. We may alter, limit or terminate the Loyalty Program, the structure of the Loyalty Program, the Loyalty Program Actions, any feature of the Loyalty Program, and/or the General Terms and Conditions at any time and in any manner in our sole and absolute discretion without notice.

**7.5** The Loyalty Program is a tier-based program that is determined by the amount spent by a Loyalty Program Participant on eligible purchases on the Site within a 12 month rolling period, starting on the date on which a Collectors Club Account is created.

There are 3 tiers with associate benefits:

✔ **TIER 1 (COLLECTOR LEVEL 1):** EUR 0 – EUR 299 ;

After creating a Collectors Club Account, the Loyalty Program Participant will be automatically placed in Tier 1 and is eligible for the benefits and rewards associated to Tier 1.

✔ **TIER 2 (COLLECTOR LEVEL 2):** EUR 300 – EUR 599 ;

After having spent EUR 300 or more on eligible purchases, but less than EUR 600 , within a 12 month rolling period, a Loyalty Program Participant will be automatically upgraded to Tier 2 and is eligible for the benefits and rewards associated to Tier 2.

✔ **TIER 3 (COLLECTOR LEVEL 3):** EUR 600 or more.

After having spent EUR 600 or more on eligible purchases, within a 12 month rolling period, a Loyalty Program Participant will be automatically upgraded to Tier 3 and is eligible for the benefits and rewards associated to Tier 3.

**7.6** Only eligible purchases made on the Site within the last 12 month rolling period – not taking into account the period prior to enrollment – will be counted towards tier eligibility. A 12 month rolling period means a period of 12 consecutive months determined on a rolling basis.

**7.7** One (1) point is received for every EUR 1,- spent on eligible purchases on the Site. Eligible purchases after application of promotional offers and before application of taxes, shipping charges and/or any other excluded charges as specified by NM Beauty Industries B.V., count toward the Loyalty Program tier status. The points will be awarded after the payment is finalized.

**7.8** If a Loyalty Program Participant returns an eligible purchase to NM Beauty Industries B.V. and a refund is successfully processed, the associated points earned will be deducted from its Collectors Club Account. This deduction will result in an automatic recalculation of the points and tier eligibility. In the event a Loyalty Program Participant is no longer eligible for a certain tier status as a result, it will automatically be downgraded to a lower tier accordingly.

**7.9** In addition to eligible purchases, points may also be earned for performing Loyalty Program Actions. In order to earn points by performing Loyalty Program Actions, a Collectors Club Account is required. The Loyalty Program Participant may be required to be logged into its Collectors Club Account before completing a Loyalty Program Action on the Site in order to earn points. The number of points awarded for each Loyalty Program Action is determined in the sole discretion of by NM Beauty Industries B.V. and may be subject to a maximum number of points earned per year or per lifetime.



**LOYALTY PROGRAM ACTIONS ARE:**

<b>ACTION DE PROGRAMM</b>	<b>POINTS ATTRIBUÉS</b>	<b>RESTRICTIONS</b>
• <b>Create a Collectors Club Account</b>	<b>10 points</b>	<b>One time only</b>
• <b>Receive a Birthday Reward</b>	<b>50 points</b>	<b>One time per year</b>
• <b>Make a Successful Referral</b>	<b>250 points</b>	<b>No more than 3 times per person</b>
• <b>Leave a Review</b>	<b>5 points</b>	<b>One time per purchased product</b>
• <b>Follow Gisou on Instagram</b>	<b>5 points</b>	<b>One time only</b>
• <b>Sign-up for Gisou's Newsletter</b>	<b>50 points</b>	<b>One time only</b>

**7.10** For each of the above mentioned Loyalty Program Actions, with exception of creating a Collectors Club Account, Participant must be logged into its Collectors Club Account when performing a Loyalty Program Action in order to be eligible for points.

**7.11** The earned points represent a value off an eligible purchase. Points can be redeemed by the Loyalty Program Participant during checkout. The Loyalty Program Participant must be logged in to its Collectors Club Account in order to redeem points. The balance of points is displayed in the Collectors Club Account page and during checkout. The redemption can only take place against the following pre-set, fixed, redemption options:

- ✓ **125 points = €5,-**
- ✓ **250 points = €10,-**
- ✓ **375 points = €15,-**
- ✓ **500 points = €20,-**
- ✓ **625 points = €25,-**

**7.12** Certain benefits and rewards are based on the tier level achieved. A Loyalty Program Participant is eligible for these benefits and rewards while in a certain tier. If a Loyalty Program Participant is upgraded to a higher tier or downgraded to a lower tier, benefits and rewards change accordingly. Tier benefits and rewards can only be redeemed on the Site. The following benefits and rewards are associated with the respective tiers:

<b>BENEFITS &amp; REWARDS</b>	<b>TIER 1</b>	<b>TIER 2</b>	<b>TIER 3</b>
• <b>Point Multiplier</b>	<b>1 point</b>		<b>1.5 point</b>
• <b>Shipping</b>	<b>Orders over €50,-</b>	<b>1 point</b>	<b>Orders over €50,-</b>
• <b>Early access to Sales and Promos</b>		<b>Orders over €50,-</b>	✓
• <b>Early access to pop-ups</b>		✓	✓
• <b>Early access to limited edition / returning best-sellers</b>		✓	✓
• <b>Double Points Days</b>			✓
• <b>Birthday Reward</b>	<b>50 points</b>	✓	<b>125 points</b>
• <b>Early access to virtual hair care workshops</b>	✓	<b>50 points</b>	✓
• <b>Early access to new products</b>			✓

**7.13** Only the Loyalty Program Participant making an eligible purchase may accumulate benefits, rewards and/or points. NM Beauty Industries B.V. reserves the right to monitor the number of accounts per household and refuse, merge or close additional or duplicate accounts at any time at its sole discretion and without notice. Your Collectors Club Account information is confidential and should not be shared with others.

**7.14** All points automatically expire after a 12 month inactivity period, where inactivity stands for a Loyalty Program Participant who has not earned or redeemed any points within this 12 month period. For the purpose of this provision, points awarded in connection with the Birthday Reward are not considered as earned points.

**7.15** NM Beauty Industries B.V. reserves the right to cancel a Collectors Club Account after a 24 month inactivity period, where inactivity stands for a Loyalty Program Participant who not logged into its Collectors Club Account within the last 24 months. In order to keep a Collectors Club Account active a Loyalty Program Participant must log into its Collectors Club Account at least once within 24 months.

**7.16** Benefits, rewards and points earned through the Loyalty Program have no cash value. Points are non-extendable, non-transferrable, non-refundable and cannot be exchanged for any cash in whole or in part or for any cash alternatives. Tier status and points credited to a Collectors Club Account will be decreased or reversed, as applicable, if part or all of a eligible purchase is returned or cancelled or if the credit is obtained through fraudulent or other activity that violates these General Terms and Conditions as determined in the sole discretion of NM Beauty Industries B.V. The sale, transfer, exchange or assignment of any benefits, rewards or points offered through the Loyalty Program, other than by NM Beauty Industries B.V., is expressly prohibited.

**7.17** Any products and/or services made available through the Loyalty Program and/or any samples that NM Beauty Industries B.V. may provide to a Loyalty Program participant are for personal use only. It is strictly prohibited to sell or resell any of the products, services, or samples received through the Loyalty Program.

**7.18** NM Beauty Industries B.V. is not responsible for benefits, rewards and/or points lost or redeemed due to fraudulent activity by the Loyalty Program participant or any third party.

**7.19** If a Loyalty Program Participant wishes to cancel its Collectors Club Account, it can do so by contacting NM Beauty Industries B.V. at [info@gisou.com](mailto:info@gisou.com). When contacting us, please mention "Delete Collectors Club Account" as subject in your email and specify your name and email address associated with your Collectors Club Account. When cancelling a Collectors Club Account all accumulated points, benefits, rewards and tier status will be lost accordingly.

**7.20** In case you have any concerns that an eligible purchase or Loyalty Program Action was not properly applied to your Collectors Club Account, or in case of any other questions please contact NM Beauty Industries B.V. at: [info@gisou.com](mailto:info@gisou.com). When contacting us, please specify your name and email address associated with your Collectors Club Account, the date of the activity, and the issue(s) encountered. This email must be sent no more than thirty (30) days after the date of an eligible purchase or Loyalty Program Action.

#### **ARTICLE 8 CONCLUSION OF THE AGREEMENT**

**8.1** The Agreement will be deemed to be concluded at such moment that the Client accepts the offer of NM Beauty Industries B.V. by clicking the "BUY" button on the checkout page of the Site, which offer is subject to the General Terms and Conditions.

**8.2** After the Client has accepted the offer by electronic means, NM Beauty Industries B.V. will confirm receipt of acceptance of the offer by electronic means.

**8.3** If it is found that, in accepting or otherwise entering into the Agreement, the Client has provided incorrect data, NM Beauty Industries B.V. will have the right to suspend its obligations until the correct data has been received from the Client.

**8.4** NM Beauty Industries B.V. expressly reserves the right to reject a Client's order without stating reasons.

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

#### **ARTICLE 9 EXECUTION OF THE AGREEMENT**

**9.1** As soon as NM Beauty Industries B.V. has received a Client's order and has confirmed the acceptance thereof, it will hand over the Products to the shipping company as selected by the Client during the ordering process. The shipping company will deliver the Products to the Client.

**9.2** NM Beauty Industries B.V. is authorized to engage any third parties in the fulfilment of its obligations under the Agreement.

**9.3** The Site includes information describing the manner of delivery of the Products and an estimation of the term in which the Products will be delivered to the Client.

**9.4** If NM Beauty Industries B.V. is unable to deliver the Products within thirty (30) days after the confirmation of acceptance of the order, it will notify the Client accordingly. In such event, the Client has the right to either agree to a new delivery date or to dissolve the Agreement without incurring any costs, and the Client will receive a refund for any Products paid for but not received. NM Beauty Industries B.V. is not liable for any delay in the delivery process.

**9.5** NM Beauty Industries B.V. advises the Client to inspect the Products upon receipt and to report any defects within two (2) working days after delivery in writing or by email, and in any case within a reasonable period of time after discovering the defect.

**9.6** As soon as the Product has been delivered to the delivery address submitted by the Client, the risk of the Product fully transfers to the Client, without prejudice to any rights consumers may have.

**9.7** 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 the Client or deliver a Product that is comparable in nature and quality to the ordered Product. In that case, the Client will have the right to dissolve the Agreement without incurring any costs and the client may return the comparable Product free of charge within fourteen (14) days after the Product has been delivered to the Client.



#### **ARTICLE 10 RIGHT TO WITHDRAW**

**10.1** The Client has the right to return the Product within fourteen (14) days after the Product has been delivered to the Client. The Client must bear the costs for shipping the Products to NM Beauty Industries B.V. For Clients outside the European Union, this may also concern additional costs, such as (including but not limited to), customs duties, VAT and/or any other fees, levies or taxes. Such costs will be fully borne by the Client. NM Beauty Industries B.V. cannot be held responsible for any additional costs for returning the Products to NM Beauty Industries B.V.

**10.2** The Client must inform NM Beauty Industries B.V. of its wish to return the Product by sending an e-mail to [info@gisou.com](mailto:info@gisou.com), by filling out the model cancellation form (to be found at the end of these General Terms and Conditions) or in any other unambiguous way within the aforementioned period of fourteen (14) days after the Product has been delivered to the Client. This notification must include the following information: order number, name, phone number, e-mail address and delivery address. After receipt of the notification, NM Beauty Industries B.V. will provide a Return Authorization number ("RA Number") to the Client. After receipt of the RA number, the Client will have fourteen (14) days to return the Product to NM Beauty Industries B.V.

**10.3** Insofar reasonably possible, returned Products must be sealed, unused, undamaged and returned in its original unopened packaging with its original packing slip. Returned Products that do not satisfy all of the aforementioned conditions, cannot be accepted due to health protection and hygiene reasons.

**10.4** The Client is responsible for the chosen shipping method for the return of the Product. The risk of the Product will transfer to NM Beauty Industries B.V. when NM Beauty Industries B.V. has received the Product. This means that NM Beauty Industries B.V. is not responsible for any returns which are (for example) lost and/or damaged during transport when being returned. We therefore advise you to choose for registered shipment, request tracking information and ensure the package containing the returned Product(s). NM Beauty Industries B.V. does not make any exceptions to this policy.

**10.5** NM Beauty Industries B.V. will confirm receipt of the returned Product upon receipt. Within fourteen (14) days of being notified that the Client wishes to return the Product, NM Beauty Industries B.V. will refund the total purchase price (including shipping costs) to the Client, provided that NM Beauty Industries B.V. has received the returned Product itself or Client is able to proof shipment of the Product. If Client has chosen for a shipping method that was more expensive than the "standard shipping method", NM Beauty Industries B.V. will only reimburse the price of the "standard shipping method".

#### **ARTICLE 11 PAYMENT**

**11.1** The Client shall pay the amounts due to NM Beauty Industries B.V. in accordance with the ordering process and through the payment method selected on the Site. NM Beauty Industries B.V. is free to offer any payment method of its choice and may change these payment methods at any time.

**11.2** Any refunds will be provided by the method used by the Client for payment, unless agreed otherwise.

#### **ARTICLE 12 WARRANTIES AND CONFORMITY**

**12.1** NM Beauty Industries B.V. warrants that the Products are suitable for their intended use, as described on the Site. Additional warranty terms 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.

**12.2** If the delivered Product fails to comply with the Agreement, the Client must notify NM Beauty Industries B.V. thereof in writing (which includes e-mail) within a reasonable period of time, where a notification within two (2) months after the consumer has discovered the defect will be considered reasonable. Such notification must contain a description of the defect in as much detail as possible, in order to enable NM Beauty Industries B.V. to provide an adequate response and/or take adequate action.

**12.3** If a Product fails to comply with the Agreement and the Client has correctly notified NM Beauty Industries B.V. thereof in writing within a reasonable period of time, the Product concerned will be repaired, replaced or (partially) refunded, such in consultation with the Client. NM Beauty Industries B.V. will pay the costs of return and other shipping costs in case of faulty or misdescribed Products.

**12.4** NM Beauty Industries B.V. only offers warranties on Products purchased on the Site or from an authorized reseller and accompanied by a valid receipt or proof of purchase. If a client purchases a Product from an unauthorized reseller, the warranty will not be valid. Please be aware that there are some websites or dealers (e.g. on Amazon) 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 purchasing 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.

### **ARTICLE 13 COMPLAINTS HANDLING PROCEDURE**

**13.1** If the Client has any grievances in connection with a Product or Service (in accordance with article 11 entitled, “Warranties and Conformity”), or regarding any other aspects of the Site or service of NM Beauty Industries B.V., it 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 General Terms and Conditions.

**13.2** 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 within seven (7) days after receipt of the complaint and give an indication of the term within which it expects to be able to give a substantive or definitive response to the Client.

### **SECTION 14 LIABILITY**

**14.1 FOR CONSUMERS.** To the extent allowed under applicable mandatory law, the total liability of NM Beauty Industries B.V. in respect of the Client due to an attributable failure to perform the Agreement is limited to a compensation which does not exceed the price stipulated for that particular Agreement (including VAT and shipping costs). NM Beauty Industries B.V. is not liable for any indirect or damages or losses, including, without limitation, consequential damages, lost profits, lost savings, loss of data and damage due to business interruption. NM Beauty Industries B.V. does not exclude or limit in any way its liability to the Client where it would be unlawful to do so.

**14.2 FOR PERSONS ACTING PROFESSIONALLY.** To the extent permitted by applicable law, NM Beauty Industries B.V. is not subject to any liability, irrespective of the grounds upon which an action or proceeding may be based. The restrictions set out in this article 13.2, will cease to apply if and insofar as the damage or loss is the result of an intentional act or gross negligence on the part of NM Beauty Industries B.V. NM Beauty Industries B.V. is not liable for any indirect damages or losses, including, without limitation, consequential damages, lost profits, lost savings, loss of data and damage due to business interruption.

**14.3** To the extent permitted by applicable law, and without prejudice to any rights consumers may have, NM Beauty Industries B.V. will only be liable to the Client on account of an attributable failure in the performance of an Agreement if the Client issues a written notice of default to NM Beauty Industries B.V. without delay, stipulating a reasonable period of time in which NM Beauty Industries B.V. has the possibility to remedy the default, and NM Beauty Industries B.V. fails to cure the default within such period (unless the default cannot be remedied). The notice of default must contain a description of the default in as much detail as possible, in order to enable NM Beauty Industries B.V. to provide an adequate response and/or take adequate action.

**14.4** Any event giving rise to compensation is always subject to the condition that the Client reports the damage or loss in writing to NM Beauty Industries B.V. as soon as possible, but no later than within thirty (30) days after the damage or loss has arisen.

**14.5** NM Beauty Industries B.V. is not liable for any failure or delay in the performance of its obligations under the Agreement, the General Terms and Conditions or any damage or loss the Client has incurred caused by force majeure, meaning any event beyond the reasonable control of NM Beauty Industries B.V. or any third parties engaged by NM Beauty Industries B.V. to fulfil its obligations under the Agreement, including but not limited to strikes, work stoppages, theft, sabotage, fraud, accidents, acts of war or terrorism, civil or military disturbances, flu outbreaks, plagues, pandemics, epidemics, quarantine restrictions, acts of government, nuclear or natural catastrophes or acts of God, and any interruptions, failure, loss or malfunctions of utilities, communications, computer (software and hardware) services, telecommunications, data communications or related services, to the extent permitted under applicable law. This includes amongst others (and without limitation) the event that any third party engaged by NM Beauty Industries B.V. is not able to fulfil its obligations due to a force majeure event.

### **ARTICLE 15 RETENTION OF TITLE**

**15.1** As long as NM Beauty Industries B.V. has not received full payment for the Products, NM Beauty Industries B.V. will retain the ownership of the Products. The Client will own the Product after NM Beauty Industries B.V. has received payment in full.

**15.2** NM Beauty Industries B.V. may suspend its obligations until payment has been received in full.

### **ARTICLE 16 PERSONAL DETAILS**

**16.1** NM Beauty Industries B.V. will process the Client’s personal data in accordance with the Privacy Policy, Cookie Policy and Terms of Use as published on the Site.

### **ARTICLE 17 FINAL PROVISIONS**

**17.1** The General Terms and Conditions and the Agreement are exclusively construed in accordance with and shall be exclusively governed by Dutch law.

**17.2** Except in case of a dispute with a consumer, any dispute arising out or in connection with the General Terms and Conditions and the Agreement, including disputes concerning the existence and validity thereof will, if no amicable settlement can be reached, be exclusively submitted to the competent court of Amsterdam.

**17.3** If the Client is a consumer and resides within the European Union, or in Norway, Iceland or Liechtenstein, he/she may also be able to refer a dispute to the European Online Dispute Resolution (“ODR”) platform at <http://ec.europa.eu/consumers/odr>. The ODR platform is a web-based platform which is designed to help consumers who have bought products or services online. It provides access to independent alternative dispute resolution services which are usually free for consumers to use. NM Beauty Industries B.V. has the discretion as to whether it will agree to a complaint being resolved through the ODR platform.

**17.4** In the event that any of the provisions contained in the General Terms and Conditions will be deemed invalid or unenforceable, then the remaining provisions shall be construed as if such invalid provisions were not contained herein; and such invalid or unenforceable provisions will then be deemed to have been replaced by a provision which as closely as possible meets the intention of NM Beauty Industries B.V. when inserting the original provision.

**17.5** In the event of any conflict or inconsistency between the provisions in these General Terms and Conditions and the Agreement, the provisions of the Agreement will prevail.

**17.6** NM Beauty Industries B.V. has the right to update and to make changes to these General Terms and Conditions at any time. It is the Client’s responsibility to check these General Terms and Conditions from time to time to ensure that the Client is aware of any changes which have been made. We will notify Clients if changes to these General Terms and Conditions are significant and/or have an adverse effect on Client’s rights and obligations under the Agreement. In case of significant or adverse changes, the Client will have the right to end the Agreement before the changes take effect and receive a refund for any Products and/or Services paid for but not received.

#### **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.

#### **GISOU**

Nieuwe Spiegelstraat 10

1017 DE Amsterdam

The Netherlands

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

Chamber of Commerce number: 63969769

These General Terms and Conditions were last amended on May 16th 2024.

#### **(MODEL CANCELLATION FORM)**

*(Complete and return this form only if you wish to withdraw from the contract)*

To:

NM Beauty Industries B.V.

Nieuwe Spiegelstraat 10

1017 DE Amsterdam

The Netherlands

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

I/We [\*] hereby give notice that I/We [\*] cancel my/our [\*] contract of sale of the following goods [\*]/for the supply of the following service [\*].

Ordered on [\*/received on [\*].

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper), \*

Date:

[\*] Delete as appropriate