



***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.

## **HONEY JACKPOT SCRATCH CARD PROMOTION - OFFICIAL RULES**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

**1. SPONSOR:** This Juicy Jackpot Scratch Card Promotion (“Promotion”) is sponsored by NM Beauty Industries B.V. (“NM Beauty”). NM Beauty is 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”. NM Beauty’s principal address is Nieuwe Spiegelstraat 10, 1017 DE Amsterdam, The Netherlands. This Promotion is being administered in accordance with the Dutch Code of Conduct for promotional games of chance.

**2. AGREEMENT TO RULES AND RELEASE OF LIABILITY:** By participating in this Promotion, each eligible Participant (“Participant”) represents that he or she meets all of the below-stated eligibility requirements and agrees to be bound by these Official Rules, by all applicable laws, ordinances, and regulations, and by the decisions of NM Beauty or its authorized representative(s) with respect to this Promotion, these Official Rules, and NM Beauty’s sole interpretation of these Official Rules, which shall be final. By participating in this Promotion, Participant agrees to release NM Beauty and its parents, its subsidiaries, and related or affiliated entities, and its and their past, present, and/or future directors, administrators, officers, trustees, directors, employees, agents, attorneys, insurers, reinsurers, representatives, assigns, advertising and promotion agencies, and media, including social media (“NM Beauty Entities”), from any and all liability, loss, or damage arising out of Participant’s participation in this Promotion or with respect to the awarding, receipt, possession, use and/or misuse of any of the Prizes (as defined below).

**3. ELIGIBILITY:** This Promotion is open to legal residents of France, who: (i) are of legal age in their location of residence prior to the beginning of the Promotion Period described in Section 4 below; (ii) have not been a winner in any of NM Beauty’s prior promotions. Shareholders, directors, officers, employees and agents of NM Beauty and its respective parents, affiliates, subsidiaries and the advertising and promotion agencies and any other entity involved in the development or administration of this Promotion, and each of their immediate families (spouse, parents, siblings and children) and household members are not eligible to participate in the Promotion.

**4. PROMOTION PERIOD:** This Promotion begins on April 4th 2024 at 10.00 a.m., CET and ends on the earlier of either: (i) April 30th, 2024, at 21.30 p.m. ET or (ii) when the last Scratch Card (as defined below) has been given away consistent with these Official Rules (“Promotion Period”). The total number of Scratch Cards to be given away during this Promotion will not exceed 7661 Scratch Cards. NM Beauty’s official clock shall determine the applicable time(s).

### **5. HOW TO ENTER AND SCRATCH CARD RULES:**

- a. No purchase is necessary to enter or win. To enter, during the Promotion Period:
  - i. By Visiting Gisou Corner at Sephora Champs-Élysées, Paris: During the Promotion Period, Participant must visit Gisou Corner at Sephora Champs-Élysées. In connection with the visit, NM Beauty will provide each Participant with one (1) Gisou Scratch Card (“Scratch Card”) with no mandatory purchase.
- b. Participants are limited to one (1) Scratch Cards 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.

### **6. WINNER SELECTION:**

- a. 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:
  - i. Five (5) Watermelon Symbols
  - ii. Five (5) Honey Jar Symbols;
  - iii. Five (5) Strawberry Symbols;
  - iv. Five (5) Mango Symbols;
- b. Winners can be selected any day during the Promotion Period (“Selection Date”) based on his or her receipt of a winning Scratch Card. There are 7661 Scratch Cards in total available. Every scratch card has a prize; the odds of winning the Gisou Exclusive Fridge are 1/7661, the odds of winning the Honey Infused Hair Oil 50ml are 60/7661, the odds of winning a Gisou Travel Size product are 600/7661 and the odds of winning a Gisou Sticker Sheet are 7000/7661.

### **7. PRIZE POOL:**

- a. Each available prize (“Prize”) will be awarded as follows:
  - i. Five (5) Watermelon Symbols: (i) Prize: Gisou Exclusive Fridge filled with goodies (“grand prize”) (ii) Total Number Available: 1
  - ii. Five (5) Honey Jar Symbols: (i) Prize: Honey Infused Hair Oil 50ml (ii) Total Number Available: 60
  - iii. Five (5) Strawberry Symbols: (i) Prize: One (1) Gisou mini product (ii) Total Number Available: 600
  - iiii. Five (5) Mango Symbols: (i) Prize: Limited edition Gisou stickers sheet (ii) Total Number Available: 7000
- b. The actual retail value of the Gisou Exclusive Fridge is 1500,00€ (“ARV”). The actual retail value of the Honey Infused Hair Oil 50ml is 40,00€ (“ARV”). The actual retail value of Gisou Mini Product is 10,00€ (“ARV”). The actual retail value of Gisou Sticker Sheet is 1,00€ (“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 Prize is 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. NM Beauty has not made and is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the Prize, regarding the use, value, or enjoyment of the Prize, including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular

purpose, with the exception of any standard manufacturer's warranty that may apply. The Prize is non-transferable. NM Beauty reserves the right to substitute the Prize for one of equal or greater value for any reason.

**8. CLAIMING THE PRIZE:**

- a. Winning Scratch Cards must be redeemed by April 30th, 2024, per the instructions provided for in these Official Rules. Each winner must visit the Gisou corner in Sephora Champs-Élysées and give the winning Scratch Card to Gisou staff to redeem his or her Prize.
- b. Winners must provide NM Beauty with all information required in NM Beauty's sole discretion to claim the Prize (including tax identification information). The winner shall sign and return to NM Beauty a liability/publicity release, affidavit of eligibility, and a tax indemnification guarantee (hereinafter collectively referred to as the "Required Documentation") by a date determined by NM Beauty in form and substance satisfactory to NM Beauty in order to be eligible to receive the Prize. If (i) any of the Required Documentation is not completed, signed, and/or returned within the stated time, (ii) the winner is deemed by NM Beauty to be ineligible or not to have complied with these Official Rules, or (iii) the winner refuses to accept or fails to claim the Prize, then the Prize will be forfeited by the winner. If a potential winner is not reachable at the electronic mail address provided to NM Beauty or if a notification is returned as undeliverable, then the Prize will be forfeited. The Prize will be delivered within a period to be determined by NM Beauty in its sole discretion.

**9. GRAND PRIZE CONDITIONS:** Prizes are subject to the conditions set forth in these Official Rules, including this Section 9. Winner of the grand prize will receive one (1) Gisou Fridge filled with Gisou goodies. The grand prize will be shipped directly to the winner's address within France territory. 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, and postal address. This information will be kept confidential and used solely for the purpose of prize fulfillment.

**10. NO TRANSFER OF SCRATCH CARDS:** 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.

**11. CANCELLATION; TERMINATION OF SCRATCH CARDS; FORCE MAJEURE:** By participating in this Promotion, each Participant acknowledges and agrees that NM Beauty has the right, in its sole discretion, to elect not to proceed with this Promotion for any reason whatsoever or for no reason at all. In addition, in the event of force majeure as defined by Article 1218 of the French Civil Code and French case law or in the event of exceptional circumstances beyond the control of the Sponsor and/or its possible partners, the Sponsor reserves the right to adjust the delivery of the prize in order to deal with the restrictions and to satisfy the winner's interest as best it can. Consequently, in such cases, the Sponsor reserves the right to:

- Modify the Contest in whole or in part;
- Postpone the delivery of the prize to a later date;
- Replace the prize with another of equivalent value;
- Cancel the prize if no other solution is possible.
- No compensation can be claimed in this respect.

**12. GENERAL:**

- a. This Promotion is void where prohibited or restricted by law.
- b. Email entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an internet access provider, on-line service provider, or other organization (e.g., business, educational institution etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.
- c. NM Beauty 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 Promotion or the NM Beauty website; violates the Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

**CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, NM Beauty RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

NM Beauty and its agencies are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Promotion which may limit the ability to participate or by any human error which may occur in the processing of the entries in this Promotion. NM Beauty reserves the right to modify or cancel the Promotion if it becomes technically corrupted. In such event, NM Beauty would award prizes by random drawing from eligible entries received prior to cancellation.

d. Each potential winner will be required to sign and return via overnight UPS and/or email, the Required Documentation, except where prohibited, to NM Beauty, within five (5) days of receipt in order to receive a prize. If a potential winner fails to return the Affidavit and the Release within five (5) days or if a winner is deemed to be ineligible, the prize will be forfeited. If a potential winner is not reachable at the e-mail or mail address provided to NM Beauty and a forwarding address is not provided or if a Notification is returned as undeliverable, then the prize will be forfeited.

e. The Prize is 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. No cash redemption or prize substitutions are allowed. NM Beauty reserves the right to substitute prize of equal or greater value in the discretion of NM Beauty. NM Beauty 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.

The winner is responsible for any and all taxes, fees, and charges applicable to the Prize.

f. The Prize is non-extendable, non-transferable and non-cashable.

g. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, YouTube, Pinterest, LinkedIn or Google. Participants understand that all information is being provided to NM Beauty the sponsor of this Promotion and not to Facebook, Twitter, YouTube, Pinterest, LinkedIn or Google.

**13. PUBLICITY RELEASE AND PARTICIPATION IN PROMOTIONAL MARKETING:** Subject to applicable law, each winner irrevocably grants NM Beauty the right to use the winner's name, voice, photograph and/or biographical data for advertising, promotional and/or publicity purposes, worldwide in perpetuity, in all forms of media, including Social media, and the NM Beauty' website, without any obligation or consideration except for the awarding of the Prize to the winner. By accepting a Prize, each winner agrees to take part in reasonable promotional activity, whether through social media or another medium, to promote the NM Beauty brand, its products and this Promotion.

#### **14. PROTECTION OF PERSONAL DATA:**

**DATA CONTROLLER:** Within the framework of the organization of the Promotion, the Sponsor acting as Data Controller (or any technical service provider designated by the latter) is required to collect personal data concerning the participants and the winners.

**PURPOSES OF THE PROCESSING:** The personal data collected in the context of the Promotion are processed for the purposes of managing, organizing and monitoring the operation. In this context, they allow:

- The taking into account of the participants' participation;
- The determination of the winner(s);
- The information of the winner(s);
- The attribution or the routing of the prize(s);
- The management of disputes and claims;
- Prospecting and sales promotion;
- The management of the requests of the persons concerned (notably the right of access, rectification, right to erasure, right to portability, right to limitation etc. as these rights are detailed below);
- Control of the regularity of the participations and the application of the present regulation;
- Steering, reporting and statistics;
- The measurement of the satisfaction of the participants.

**LEGAL BASIS FOR DATA PROCESSING:** The personal data collected in the context of the Promotion for the realization of the following purposes are necessary with regard to the execution of these General Rules and participation in the Promotion. Without this data, the participant's participation cannot be taken into account:

- The taking into account of the participation of the participants;
- The determination of the winner(s);
- Informing the winner(s);
- The awarding or delivery of the prize(s);
- The management of disputes and claims;

The processing of personal data to manage the requests of the persons concerned (right of access, rectification, opposition, deletion, right to portability, right to limitation in particular as these rights are more detailed below) is based on the legal obligation of the Sponsor to respond to requests to exercise the rights of the persons concerned.

The personal data collected is also processed on the legal basis of the legitimate interest of the Sponsor to develop its activity, to publicize its products and services, to control and secure participation in the Promotion, to ensure the management and reporting and statistics of its activity to determine the success of its operation. This is the case when the Sponsor processes personal data for:

- Prospecting and sales promotion;
- Steering, reporting and statistics;
- The measurement of the satisfaction of the participants.

**RECIPIENTS OF THE DATA:** The personal data are intended for the authorized services of the Organizing Company and may be communicated and processed by the service providers of the Organizing Company, the latter undertaking to use them solely for this purpose and to respect the confidentiality and security of the data communicated to it.

**DATA RETENTION PERIODS:** The personal data collected by the Sponsor in the context of the Promotion are kept for the time necessary to carry out the operation, increased by a period of 5 (five) years in archives for purposes of proof in the event of a dispute. Participants' contact information will be kept for canvassing purposes for 3 (three) years after the completion of the Promotion operation.

**PERSONAL RIGHTS:** In accordance with the provisions of Regulation 2016/679/EU of 27 April 2016 on data protection and the French Data Protection Act n°78-17 of 6 January 1978 as amended in its current version relating to information technology, files and freedoms, participants in the Promotion have the right to withdraw their consent, a right of access, rectification, deletion, opposition, limitation and portability, on the personal data concerning them.

For processing whose legal basis is legitimate interest, the participant in the Promotion may exercise his or her right to object on grounds relating to his or her situation. In the event of the exercise of such a right of obj



**15. FORCE MAJEURE:** Except as otherwise expressly set out in these Official Rules, the Promotion Entities and their respective shareholders, officers, directors, employees and agents shall not be liable or responsible for any failure to perform, or delay in performance of, any of their respective obligations that are caused by events outside of their reasonable control. NM Beauty is not responsible if the Promotion terminates or any Prize cannot be used or redeemed due to acts of God, war, terrorism, explosions, fires, floods or other natural calamities, bad weather, strikes, riot, civil disruption, internet failures, or other acts of God or the winner, or for any other occurrences which are outside of NM Beauty' reasonable control.

**16. DISCLAIMERS:** If this Promotion cannot be administered as contemplated for any reason, NM Beauty reserves the right at its sole discretion to suspend, modify or terminate the Promotion, winner selection, or prizes without prior notice.

**17. GOVERNING LAW AND WAIVER OF JURY TRIAL:** The Parties agree that if any controversy or claim arising out of or relating to these Official Rules cannot be settled through direct discussions, they will endeavor first to settle the controversy or claim by a mediation administered by the International Center for Dispute Resolution ("ICDR") under its then-applicable rules and procedures. If the dispute is not otherwise resolved through direct discussions or mediation, the Parties agree that the controversy or claim, including the scope or applicability of this agreement to arbitrate, will then be resolved by final and binding confidential arbitration in The Netherlands and any dispute or claim arising out of or in connection with this Promotion (including the Prize), shall be governed by and construed in accordance with Dutch law. Any arbitration will be administered by ICDR in accordance with its then-applicable arbitration rules and procedures, including without limitation the rule providing that each party will pay its pro rata share of ICDR fees and expenses and the rules providing for limited discovery and other exchange of information. The ICDR rules are available at [www.ICDR.org](http://www.ICDR.org). The ICDR rules for selection of a single arbitrator will be followed. The Parties further agree to the exclusive jurisdiction and venue of a court of competent jurisdiction in The Netherlands with respect to the appeal of any decision rendered during arbitration.

**18. WAIVER OF TRIAL BY JURY. TRIAL BY JURY IS HEREBY WAIVED WITH RESPECT TO ANY DISPUTE, OR LITIGATION ARISING FROM OR RELATED TO THESE OFFICIAL RULES OR ANY SUBJECT MATTER RELATED THERETO. THE PROVISIONS IN THIS PARAGRAPH ARE A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THESE OFFICIAL RULES.**

**19. RELEASE OF LIABILITY:** By entering the Promotion, each entrant agrees that NM Beauty, its parent, affiliates, subsidiaries, advertising and promotion agencies and media including social media ("Promotion Entities"), 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 Promotion or participation in any Promotion or prize-related activity. Winner assumes all liability for participation in all aspects of the prize.

**20. LIMITATION OF LIABILITY:** Notwithstanding the above, each Participant agrees that (i) any and all disputes, claims, and causes of action not waived arising out of or in connection with this Promotion or the Prize shall be resolved individually, without resorting to any form of class action, (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees, and (iii) under no circumstances may a Participant obtain awards for, and Participant hereby waives all rights to claim punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**21. SEVERABILITY:** The invalidity, illegality, or unenforceability of any provision of these Official Rules shall in no way affect the validity, legality, or enforceability of any other provision hereof. Any invalid, illegal, or unenforceable provision shall be deemed severed from these Official Rules and the balance of these Official Rules shall be construed and enforced as if these Official Rules did not contain such invalid, illegal, or unenforceable provision.

**22. TAXES:** Winners are responsible for all applicable taxes in connection with their prize, including all national, federal, state and local taxes and the reporting consequences thereof. NM Beauty will comply with all government reporting obligations. If deemed necessary by NM Beauty, winners will be required to provide tax and personal information as a condition of being awarded a Prize.

**23. COMPLAINTS:** In order to be taken into account, any claims to the Contests must be made in writing to the following address: NM Beauty Industries B.V., Nieuwe Spiegelstraat 10 (1017 DE) Amsterdam, The Netherlands, or by email to the following address: [info@gisou.com](mailto:info@gisou.com), and no later than 90 (ninety) days after the deadline for participation in the Promotion in question, as indicated in these General Rules. No claim of any kind regarding all or part of the Promotion may be made after this deadline.

If the Contact Information communicated by the participant does not allow him to be informed of his win or to receive it (in particular, if the data indicated on his Instagram account is erroneous or if his profile does not allow him to receive private messages informing him of his win), he loses the status of winner and cannot make any claim.

The Sponsor may cancel all or part of the Promotion if it appears that fraud has occurred in any form whatsoever, including computer fraud or during the determination of the winners. In such a case, it reserves the right not to award the prize and/or to prosecute the perpetrators of such fraud before the competent courts. However, it shall not incur any liability of any kind towards the participants due to any fraud committed. In particular, it will be considered fraudulent for a participant to use one or more fictitious names or names borrowed from one or more third parties, since each participant must participate in the Promotion under his or her own and unique name, or to use these names to increase the number of votes in his or her favor. Any fraud will result in the participant's elimination.

The Promotion is not managed or sponsored by the company Instagram. Therefore, Instagram is not responsible for any dispute related to the Promotion. Any questions, comments or complaints regarding the Promotion should be directed to the Organizing Company and not to Instagram.

These Official Rules will be published on: [www.Gisou.com](http://www.Gisou.com)

The Official Rules and any other information regarding the Promotion will be sent by email upon first request.

#### **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 an 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 April 3th 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