



***GENERAL
TERMS & CONDITIONS***

NM BEAUTY INDUSTRIES B.V.

gisou



GENERAL TERMS & CONDITIONS

General Terms and Conditions of NM Beauty Industries B.V. t/a Gisou.

THESE GENERAL TERMS AND CONDITIONS CONTAIN VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT APPLY TO YOU. PLEASE READ THESE GENERAL TERMS AND CONDITIONS CAREFULLY.

INTRODUCTION

The website [UK.Gisou.com](https://www.uk.gisou.com) ("Site") is published and operated by NM Beauty Industries B.V. t/a Gisou, a private company established under Dutch law, based in Amsterdam, The Netherlands, and registered with the Chamber of Commerce under file number 63969769 ("Gisou", "we", "us", "our").

By placing an order on our Site, you are accepting to purchase a Product, a Service and/or a Gift Card on and subject to the following terms and conditions of Gisou (the "General Terms and Conditions"). The General Terms and Conditions always apply between you and Gisou when you use or place an order through the Site or participate in a contest run by us. The General Terms and Conditions contain important information for you as a Customer of Gisou. Please read them carefully, together with our Privacy Policy and Terms of Use. We also recommend that you save or print the General Terms and Conditions, Privacy Policy and Terms of Use, so you can consult them again at a later date.

WHAT'S IN THESE GENERAL TERMS AND CONDITIONS

- ✓ Prices and Information
- ✓ Products and Services
- ✓ Gift Cards
- ✓ Fulfilment and Delivery
- ✓ Right to Cancel and Refunds
- ✓ Payment
- ✓ Faulty or Defective Products
- ✓ Complaints
- ✓ Liability
- ✓ Contact Details

SECTION 1 DEFINITIONS

AGREEMENT: any arrangement, agreement or contract concluded between Gisou and the Customer for the purchase of Products, Services and/or Gift Cards, which shall incorporate these General Terms and Conditions.

CUSTOMER: the consumer or business entity who enters into an Agreement with Gisou.
General Terms and Conditions: these general terms and conditions of Gisou

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 [UK.Gisou.com](https://www.uk.gisou.com) and all of its sub-domains.

SECTION 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, Gisou, unless otherwise explicitly agreed on in writing.

2.2. If the Customer declares other provisions or terms applicable in his order, confirmation or through any other communication medium, such provisions will only be binding upon us if and in so far as we have explicitly accepted them in writing.

SECTION 3 PRICES AND INFORMATION

3.1 All prices as displayed on the Site and on other materials originating from Gisou are for orders within the United Kingdom ("UK") 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 Customer's order date and the date we supply the Product or perform the Service, we will adjust the rate of VAT that the Customer pays, unless the Customer 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 UK, 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 Customer. We 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 Although we take great care to ensure that the content of the Site is accurate and up to date, we cannot 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 Gisou may include typographical and/or programming errors. We are not liable for such typographical and/or programming errors and reserve the right to correct such errors at all times. If we accept and process the Customer's order where a pricing error is obvious and unmistakable and could reasonably have been recognised by the Customer as a mispricing, we may end the Agreement, refund any sums paid and require the return by the Customer of any Products provided.

3.5 We reserve the sole right to make changes to the pricing and availability of the Products at any time without further notice. This will not affect any Agreements which have already been concluded between the Customer and Gisou.

SECTION 4 PRODUCTS AND SERVICES

4.1 The images of the Products and the Services on our Site are for illustrative purposes only. We are 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 We 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 Customer's use of the Product.

4.3 We 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, UK and United States, unless explicitly stated otherwise in writing by Gisou.

4.4 We 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. We 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 Gisou 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 Customer fails to timely cancel, change or attend an appointment, the Customer will not receive a refund of the costs of the Virtual Beauty Consultation, nor will the Customer 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 Gisou.

4.7 If the Customer does not attend the appointment for the Virtual Beauty Consultation within the first ten (10) minutes, then we are under no obligation to go ahead with the appointment and may cancel it at our sole discretion, without any obligation to reschedule or refund the Virtual Beauty Consultation to the Customer.

4.8 Only one (1) person may attend the Virtual Beauty Consultation. The Customer may not record the Virtual Beauty Consultation (video or audio). During the appointment, Gisou reserves the right to cancel or terminate the Virtual Beauty Consultation at any time, should it feel appropriate to do so, including (without limitation) if the Customer (or any of its companions) displays abusive, threatening or otherwise inappropriate behaviour.

4.9 Gisou 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 that Gisou cancels or changes an appointment, the Customer 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 Customer may be invited to complete a pre-consultation questionnaire in order to assist the Customer with a more tailored service. Any personal data provided will be treated in accordance with our Privacy Policy.

4.11 We may record the audio of a Virtual Beauty Consultation for training and quality purposes, in accordance with our Privacy Policy.

SECTION 5 GIFT CARDS

5.1 Gift Cards can only be purchased online and must be redeemed on [UK.Gisou.com](https://www.uk.gisou.com). Gift Cards denominated in GB Pounds Sterling (£) may only be purchased and redeemed on the UK website. Gift Cards denominated in US dollar (\$) may only be purchased and redeemed on the US website ([us.gisou.com](https://www.us.gisou.com)) and Gift Cards denominated in Euros (€) may only be purchased and redeemed on the European website ([www.Gisou.com](https://www.gisou.com)). A Gift Card can be used to pay for the full value or part of the value of the selected Products and/or Services. A 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 verified upon check-out or by sending an e-mail to 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. We shall not be liable for failure or delay in delivery outside of our reasonable control. The Customer is responsible for providing a correct email address for delivery. If the email address provided by the Customer cannot be confirmed, we reserve the right to withhold the delivery of the Gift Card.

5.3 The maximum amount that an individual Gift Card can hold is GBP £200,00. Gisou will provide the Customer with specific denominations to choose from which the Customer 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. 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. We have no obligation to remind or inform the Customer of a Gift Card's expiry date and it is the sole responsibility of the Customer to ensure that any balance is used in full prior to expiry.

5.6 The Customer is obliged to retain an expired Gift Card in the event the Customer 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 Customer (e.g. credit/debit card or other payment methods, such as Paypal).

5.7 We are not liable for Gift Cards which are lost, stolen or inactivated. We advise Customers to treat the Gift Card as cash.

5.8 Gift Cards remain the property of Gisou 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 reasonable control).

SECTION 6 INSTAGRAM AND TIKTOK CONTESTS AND GIVEAWAYS

6.1 By participating in a contest or giveaway organised and administered by Gisou, the participant irrevocably grants to Gisou 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. Gisou 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 Gisou may determine without further consideration to the participant.

6.2 Instagram and TikTok contests or giveaways of Gisou 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 organised and administered by Gisou, 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 the 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 Gisou or its authorized representative(s) with respect to the contest or giveaway, and Gisou's sole interpretation of any specific contest or giveaway conditions, which shall be final.

6.5 Contests or giveaways are, unless stated otherwise in the specific contest or giveaway conditions, open to legal residents of the UK who: (i) are of legal age in their location of residence prior to the beginning of the contest, (ii) have not been a winner in any prior contests, giveaways or promotions of Gisou; and (iii) have internet access and a valid Instagram and/or TikTok account. Employees, officers and directors of Gisou 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 we reserve the right to select a new winner. The winner will need to provide us with all information we reasonably require to claim the prize. If the provided information cannot be confirmed, we reserve the right to withhold the delivery of the prize. If required so by Gisou, the winner shall sign and return to Gisou a publicity release form by a reasonable date determined by Gisou in form and substance satisfactory to Gisou in order to be eligible to receive the prize.

6.7 Prizes will be sent to the winner within thirty (30) days after we have 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 Gisou 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 Gisou within a reasonable period of time, or if a notification is returned as undeliverable, then the prize will be forfeited. We shall have no liability 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 We reserve the right at our sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the contest or 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 Gisou 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. Gisou 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 our Privacy Policy (which may be amended from time to time and is currently located on www.gisou.com/service/privacy-policy). By entering a contest or giveaway all participants grant us permission 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 General 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 us.

6.11 We reserve the right in our sole discretion to suspend, cancel, withdraw, postpone, shorten, modify or terminate the contest or giveaway, winner selection, these General Terms and Conditions, the specific contest 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. We reserve the right to substitute prizes for prizes of equal or greater value for any reason.

6.13 By tagging our Instagram accounts "@gisou" and/or "@negin_mirsalehi" and/or using the contest or giveaway related hashtag to submit an entry, the participant warrants and represents that: (i) the entry photograph and/or video is original and does not infringe the intellectual property rights of any third party, (ii) the participant owns or has the necessary licenses, rights, consents and permissions to publish and exploit the entry photograph and/or video, (iii) the entry does not feature trademarks, logo's or brand names other than Gisou, (iv) the entry is not made for any improper purpose such as to intimidate or harass any individual or to ridicule, disparage, or embarrass Gisou, and (v) the entry does not contain in material which is sexually explicit, obscene, violent, discriminatory, offensive or threatening.

OFFICIAL RULES FOR GISOU'S "HONEY JACKPOT SCRATCH CARD PROMOTION"

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. OPEN TO ALL LEGAL RESIDENTS OF THE UNITED KINGDOM (EXCLUDING NORTHERN IRELAND). MUST BE 18 YEARS OF AGE OR OLDER TO ENTER. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

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

OFFICIAL RULES

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

2. ELIGIBILITY: Promotion is open to entrants ("Entrants") who are legal residents of the United Kingdom, 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 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 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. 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. 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	£2152
2. A FULL HAIRCARE RANGE	3	£720
3. ICONIC HONEY INFUSED HAIR OIL 50ML	6	£210
4. GISOU MINI PRODUCT	40	£390

PRIZE	PRODUCTS IN PRIZE 1	UNITS	APPROXIMATE RETAIL VALUE ("ARV")
1x GISOU EXCLUSIVE FRIDGE FILLED WITH GOODIES	Fridge	1	1 x £423 = £423
	Honey Infused Leave-In Conditioner 60ml	3	3 x £12 = £36
	Honey Infused Hair Mask 230ml	1	1 x £42 = £42
	Honey Infused Hair Mask 75ml	1	1 x £20 = £20
	Honey Infused Hair Repair Serum	3	3 x £35 = £105
	Honey Infused Hair Perfume 100ml	3	3 x £64 = £192
	Honey Infused Hair Perfume Wild Rose	3	3 x £34 = £102
	Honey Infused Beauty Balm Mini	2	2 x £13 = £26
	Honey Infused Beauty Balm Full Size	2	2 x £29 = £58
	Honey Infused Body Oil Full Size	4	4 x £40 = £160
	Honey Infused Hair Oil 100ml	4	4 x £68 = £272
	Honey Infused Hair Oil 50ml	4	4 x £35 = £140
Honey Infused Tinted Lip Oil (Strawberry, Watermelon, Mango)	24	24 x £24 = £576	

PRIZE	PRODUCTS IN PRIZE 2	UNITS	APPROXIMATE RETAIL VALUE ("ARV")
3x A FULL HAIRCARE RANGE	Honey Infused Hair Oil 50ml	1	1 x £35
	Honey Infused Hair Perfume Original 50ml	1	1 x £34
	Honey Infused Hair Wash Mini	1	1 x £9
	Honey Infused Leave-In Conditioner Mini	1	1 x £12
	Honey Infused Hair Repair Serum	1	1 x £35
	Honey Infused Hair Mask	1	1 x £20
	Honey Infused Scalp Treatment	1	1 x £37
	Propolis Infused Texturizing Wave Spray	1	1 x £31
	Propolis Infused Polishing Primer	1	1 x £27

PRIZE	PRODUCTS IN PRIZE 3	UNITS	APPROXIMATE RETAIL VALUE ("ARV")
6x ICONIC HONEY INFUSED HAIR OIL 50ML	Honey Infused Hair Oil 50ml	6	6 x £35 = £210

PRIZE	PRODUCTS IN PRIZE 4	UNITS	APPROXIMATE RETAIL VALUE ("ARV")
40X GISOU MINI PRODUCT	Honey Infused Hair Wash Mini	20	20 x £9 = £180
	Honey Infused Conditioner Mini	10	10 x £9 = £90
	Honey Infused Leave-In Conditioner Mini	10	10 x £12 = £120

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

Winner of the grand prize will receive one (1) Gisou Fridge filled with Gisou goodies. The grand prize will be shipped to the winner's legal address within the United Kingdom. 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 ENGLISH LAW, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES (WHETHER OF ENGLISH LAW OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE UNITED KINGDOM. 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 LONDON, UNITED KINGDOM. THE ARBITRATOR WILL APPLY THE SUBSTANTIVE LAWS OF THE UNITED KINGDOM, 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 our sole discretion. 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 [UK.Gisou.com](https://uk.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 our Privacy Policy 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. We may refuse to create an account for any reason. All employees, officers and directors of Gisou are ineligible to participate in the Loyalty Program.

7.4 The Loyalty Program is offered at our sole discretion. 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.

✔ **TIER 1 (COLLECTOR LEVEL 1):** GBP 0 – GBP 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):** GBP 300 – GBP 599 ;

After having spent GBP 300 or more on eligible purchases, but less than GBP 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):** GBP 600 or more.

After having spent GBP 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 count 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 GBP 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 Gisou, count toward the Loyalty Program tier status. The points will be awarded after the payment is finalised.

7.8 If a Loyalty Program Participant returns an eligible purchase to Gisou 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 our sole discretion and may be subject to a maximum number of points earned per year or per lifetime.

LOYALTY PROGRAM ACTIONS ARE:

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

7.10 For each of the above mentioned Loyalty Program Actions, with the exception of creating a Collectors Club Account, receiving a Birthday Reward and making a Successful Referral a Loyalty Program 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:

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

7.13 Only the Loyalty Program Participant making an eligible purchase may accumulate benefits, rewards and/or points. We reserve 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 Gisou 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 our sole discretion. The sale, transfer, exchange or assignment of any benefits, rewards or points offered through the Loyalty Program, other than by Gisou, is expressly prohibited.

7.17 Any products and/or services made available through the Loyalty Program and/or any samples that Gisou 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 Gisou 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 Gisou at info@gisou.com. When contacting us, please mention "Delete Collectors Club Account" as the 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 Gisou at: 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.

SECTION 8 CONCLUSION OF THE AGREEMENT

8.1 The Agreement will be deemed to be concluded at such moment that the Customer accepts the offer of Gisou by clicking the "BUY" button on the checkout page of the Site, which is subject to the General Terms and Conditions.

8.2 After the Customer has accepted the offer by electronic means, we 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 Customer has provided incorrect data, we will have the right to suspend our obligations until the correct data has been received from the Customer.

8.4 We expressly reserve the right to reject a Customer's order without stating reasons.

8.5 Gisou prohibits the sale of Products and Services by unauthorised resellers and does not sell or supply Products or Services to unauthorised resellers. An order placed by an unauthorized reseller will be rejected without stating reasons and the Customer concerned may be excluded by Gisou from the Site.

SECTION 9 FULFILMENT AND DELIVERY

9.1 As soon as we have received a Customer's order and has confirmed its acceptance, we will hand over the Products to the shipping company as selected by the Customer during the ordering process. The shipping company will deliver the Products to the Customer.

9.2 Gisou is authorised to engage 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 Customer.

9.4 If we are unable to deliver the Products within thirty (30) days after the confirmation of acceptance of the order, it will notify the Customer accordingly. In such event, the Customer has the right to either agree to a new delivery date or to cancel the Agreement without incurring any costs, and the Customer will receive a refund for any Products paid for but not received. We are not liable for any delay in the delivery process outside of our reasonable control.

9.5 We advise the Customer to inspect the Products upon receipt and to report any defects to us within two (2) working days after delivery in writing or by email, and in any event, 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 Customer, the risk of the Product fully transfers to the Customer, without prejudice to any rights consumers may have. This means that the Customer becomes responsible for the Goods.

9.7 If no one is available at the Customer's address to take delivery and the Products cannot be posted through the Customer's letterbox, we will leave a note informing the Customer of how to re-arrange delivery or collect the Products from a local depot. If the Customer fails to collect the Products from us as arranged or if, after a failed delivery to the Customer, it does not re-arrange delivery or collect the Products from a delivery depot, we will contact the Customer for further instructions and may charge the Customer for any further delivery costs. If, despite our reasonable efforts, we are unable to contact the Customer or re-arrange delivery or collection we may end the Agreement and refund the Customer for the price of the Products (excluding any delivery charges we have incurred).

9.8 If the ordered Product is out of stock or can no longer be supplied for any other reason, we may cancel the order by notifying the Customer or deliver a Product that is comparable in nature and quality to the ordered Product. In that case, the Customer will have the right to terminate the Agreement without incurring any costs and the Customer may return the comparable Product free of charge within fourteen (14) days after the Product has been delivered to the Customer.

SECTION 10 RIGHT TO CANCEL AND REFUNDS

10.1 The Customer has the right to cancel the Agreement and receive a refund for a Product within fourteen (14) days after the Product has been delivered to the Customer unless a Product order is split into several deliveries over different days. In this case, the Customer has until 14 days after the day the Customer receives the last delivery to cancel the Agreement. For UK Customers, such cancellation rights are pursuant to the statutory rights under the Consumer (Information, Cancellation and Additional Payments) Regulations 2013. The Customer must bear the costs for shipping the Products to Gisou. For Customers outside the UK, this may also involve 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 Customer. We cannot be held responsible for any additional costs incurred by the Customer for returning the Products to us.

10.2 The Customer must inform Gisou of its wish to cancel and return the Product by sending an e-mail to 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 fourteen (14) days after the Product has been delivered to the Customer. This notification must include the following information: order number, name, phone number, e-mail address and delivery address. After receipt of the notification, Gisou will provide a Return Authorization number ("RA Number") to the Customer. After receipt of the RA number, the Customer will have fourteen (14) days to return the Product to Gisou.

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 Unless the Products are faulty or misdescribed, the Customer is responsible for the chosen shipping method for the return of the Product. The risk of the Product will transfer to us when we have received the Product. This means that we are not responsible for any returns which are (for example) lost and/or damaged during transport when being returned. We therefore advise you to choose registered shipment, request tracking information and ensure the package containing the returned Product(s) is secure. Gisou does not make any exceptions to this policy.

10.5 We will confirm receipt of the returned Product upon receipt. Within fourteen (14) days of being notified that the Customer wishes to return the Product, we will refund the total purchase price (including shipping costs) to the Customer, provided that we have received the returned Product itself or the Customer is able to proof shipment of the Product. If the Customer selected a shipping method that was more expensive than the "standard shipping method", we will only reimburse the price of the "standard shipping method".

SECTION 11 PAYMENT

11.1 The Customer shall pay the amounts due to Gisou in accordance with the ordering process and through the payment method selected on the Site. Gisou 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 Customer for payment, unless agreed otherwise.

SECTION 12 FAULTY OR DEFECTIVE PRODUCTS

12.1 Gisou 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 Site.

12.2 If the delivered Product fails to comply with the Agreement, the Customer must notify Gisou thereof in writing (which includes e-mail) within a reasonable period of time, where a notification within two (2) months after the Customer 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 Gisou to provide an adequate response and/or take adequate action.

12.3 If a Product fails to comply with the Agreement and the Customer has correctly notified Gisou in writing within a reasonable period of time, the Product concerned will be repaired, replaced or (partially) refunded, as may be agreed with the Customer. We will pay the costs of return and other shipping costs in case of faulty or misdescribed Products.

SECTION 13 COMPLAINTS

13.1 If the Customer has any complaints in connection with a Product or Service (in accordance with Section 11 entitled, "Faulty or Defective Products"), or regarding any other aspects of the Site or service of Gisou, it can submit a complaint by email or in writing. The contact details of Gisou are provided at Section 17 of these General Terms and Conditions.

13.2 We will respond to the complaint as soon as possible, and in any case within seven (7) days after receipt of the complaint. If we are unable to formulate a substantive response to the complaint within such period, we will confirm receipt of the complaint within seven (7) days after receipt of the complaint and give an indication of the term within which we expect to be able to give a substantive or definitive response to the Customer.

SECTION 14 LIABILITY

14.1 Gisou does not limit or exclude in any way its liability where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence and for fraud or fraudulent misrepresentation or for breach of the Customer's legal rights in relation to the Products/Services and for defective Products under the Consumer Protection Act 1987.

14.2 Subject to Sections 13.1 and 13.4, the total liability of Gisou in respect of the Customer due to our failure to perform the Agreement is limited to an amount equal to the price paid under the relevant Agreement (including VAT and shipping costs).

14.3 FOR CONSUMERS. Customers who are consumers have certain statutory legal rights in relation to Products that are faulty or not as described. Nothing in these General Terms and Conditions will affect these rights.

14.4 FOR NON-CONSUMERS. Subject to Section 13.1 and to the extent permitted by applicable law, Gisou 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.

14.5 To the extent permitted by applicable law, and without prejudice to any rights consumers may have, Gisou will only be liable to the Customer on account of an attributable failure in the performance of an Agreement if the Customer issues a written notice of default to Gisou without delay, stipulating a reasonable period of time in which Gisou has the possibility to remedy the default, and Gisou 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 Gisou to provide an adequate response and/or take adequate action.

14.6 Any event giving rise to compensation is always subject to the condition that the Customer reports the damage or loss in writing to Gisou as soon as possible after the damage or loss has arisen.

14.7 If we fail to perform or are delayed in performing any of our obligations under the Agreement due to an event outside of our control (or the control of any third parties engaged by us) then, provided we take steps to minimise the effect of any failure or delay, Gisou is not liable for such failure or delay in the performance of its obligations under the Agreement, the General Terms and Conditions or any damage or loss the Customer has incurred. If there is a complete failure or a risk of a substantial delay then you may contact us to end the Agreement and receive a refund for any Products you have paid for but not received.

SECTION 15 OWNERSHIP OF PRODUCTS

15.1 As long as Gisou has not received full payment for the Products, Gisou will retain the ownership of the Products. The Customer will own the Product after Gisou has received payment in full.

15.2 Gisou may suspend its obligations until payment has been received in full.

SECTION 16 PERSONAL DETAILS

16.1 Gisou will process the Customer's personal data in accordance with the Privacy Policy, Cookie Policy and Terms of Use as published on the Site.

SECTION 17 FINAL PROVISIONS

17.1 The General Terms and Conditions and the Agreement and any dispute or claim arising out of or in connection with them (including any non-contractual disputes or claims) shall be exclusively governed by and construed in accordance with English law. If you are acting as a consumer and if mandatory statutory consumer protections in your country of residence contain provisions that are more beneficial for you, such provisions shall apply irrespective of the choice of English law.

17.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the General Terms and Conditions and the Agreement or its subject matter or formation, including non-contractual disputes or claims. Customers who live in Scotland can bring legal proceedings in either the Scottish or English courts and Customers who live in Northern Ireland can bring legal proceedings in either the Northern Irish or English Courts.

17.3 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 Gisou when inserting the original provision.

17.4 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.

17.5 These General Terms and Conditions are not intended to be for the benefit of, and will not be exercisable by, any person who is not a party to them.

17.6 If we decide not to exercise or enforce any of our rights that we may have against the Customer at a particular time, this does not prevent us from later deciding to exercise or enforce that right.

17.7 We may transfer our rights and obligations to another organisation. The Customer may only transfer its rights or obligations under these General Terms and Conditions if we agree to this in writing. However, the Customer may transfer any guarantee for a Product to a person who has acquired the Product. We may require the person to whom the guarantee is transferred to provide reasonable evidence that they are now the owner of the relevant Product.

17.8 Gisou has the right to update and to make changes to these General Terms and Conditions at any time. It is the Customer's responsibility to check these General Terms and Conditions from time to time to ensure that the Customer is aware of any changes which have been made. We will notify Customers if changes to these General Terms and Conditions are significant and/or have an adverse effect on Customer's rights and obligations under the Agreement. In case of significant or adverse changes, the Customer 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
Chamber of Commerce number: 63969769

These General Terms and Conditions were last amended on May 2th 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

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