PROMOTION RULES

applicable to orders placed from the date of publication in the Store

“House Shirt”

concerning the purchase of personalised T-shirts with Harry Potter motifs
in the online stores naoko-store.pl and naoko-store.com

§ 1. General provisions

1. These rules (the “**Promotion Rules**”) set out the terms of purchase in the NAOKO STUDIO online store operated at naoko-store.pl and naoko-store.com (the “**Store**”) of T-shirts with motifs from the Harry Potter universe (“T-shirt Team”), personalised by the Customer with a chosen House (base colour), a Quidditch team position, a number, and a first name, surname or nickname (the “**Customised Product**”), offered under the “House Shirt” promotion (the “**Promotion**”).
2. The seller and organiser of the Promotion is CONCEPT 101 spółka z ograniczoną odpowiedzialnością, with its registered office at ul. Romanowska 55B/32B, 91-174 Łódź, Poland, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register, under KRS number 0000780307, NIP 7252288381, REGON 383149834, share capital PLN 10,000.00 (the “**Seller**”). Contact with the Seller: e-mail hello@naoko-store.pl, telephone +48 791 575 758 (Monday–Thursday 8:00–17:00, Friday 8:00–16:00, Polish time), correspondence address: Łąkowa 11, 90-562 Łódź, Poland. The cost of the call depends on the Customer’s telephone operator’s tariff.
3. The Promotion Rules supplement the Terms and Conditions of the Online Store naoko-store.com in their current wording, available at https://naoko-store.com/policies/terms-of-service (the “**Store Terms**”). Matters not regulated here are governed by the Store Terms. As regards Customised Products, the Promotion Rules prevail, subject to section 4.
4. Nothing in the Promotion Rules excludes or limits the rights that a Customer who is a consumer has under mandatory provisions of law.
5. The Promotion runs from the date of publication of the Promotion Rules in the Store until the stock is exhausted.

§ 2. Definitions

a) **Customer** — the Buyer within the meaning of the Store Terms: a natural person, a legal person or an organisational unit without legal personality placing an order in the Store;

b) **Consumer** — a Consumer within the meaning of the Store Terms; provisions concerning the Consumer apply accordingly to a Sole Proprietor within the meaning of the Store Terms;

c) **Personalisation Content** — the first name, surname or nickname entered by the Customer, together with the team position and the number assigned to that position chosen by the Customer;

d) **Preview** — a graphic visualisation of the Product with the Personalisation Content, displayed to the Customer before the order is placed;

e) **House** — one of four graphic and colour variants of the Product: Gryffindor, Slytherin, Ravenclaw and Hufflepuff;

f) **Start of Production** — the moment the order is passed on for printing, which takes place after the correction window referred to in § 6 section 3 has ended.

§ 3. Customised Product

1. The Customer chooses a House (base colour) and a size, chooses a number from 01 to 07 (each number is assigned to a Quidditch team position) and enters their first name, surname or nickname in the name field. The Customer checks the Preview and adds the Product to the basket. Apart from choosing the approved colours, sizes, design, number and position and entering a first name, surname or nickname, the Customer may not add any other text, image or element to the Product.
2. Personalisation parameters: technique — print made by a subcontractor; the inscription has from 2 to 11 characters, is made in capital letters and placed on the back of the T-shirt; permitted characters are letters (including Polish ones), digits, the hyphen and the apostrophe; special characters and spaces are not permitted.
3. The price of the Customised Product is shown on the Product page: in zlotys at naoko-store.pl and in euros or pounds sterling at naoko-store.com (depending on the selected currency). The price includes VAT and the cost of Personalisation. Delivery costs are shown before the order is placed, in accordance with the Store Terms.
4. The Product page contains a description, the material composition (95% cotton, 5% elastane), the country of production (Poland), a size chart in the configurator (approximate dimensions, tolerance ±1 cm), the manufacturer's details and information that there is no right of withdrawal (§ 7).
5. The Preview reproduces the Personalisation Content, the font, the colour and the placement of the inscription. Colours on screens may differ slightly from the actual ones, depending on device settings.

§ 4. Placing an order

1. Placing an order consists of the following steps: choosing the House and size, entering the Personalisation Content, checking the Preview, ticking the statements referred to in section 2, choosing delivery and payment, and clicking the button marked "Order with obligation to pay".
2. Before placing an order, the Customer ticks in the configurator the statements concerning the Promotion Rules, the absence of a right of withdrawal (§ 7) and prohibited content (§ 5).
3. The Customer is responsible for the correctness of the Personalisation Content entered, including spelling and capitalisation. The Seller does not verify the correctness of spelling.
4. An order is placed at the moment the Customer confirms its content and accepts the Promotion Rules. The moment at which the contract is concluded is determined by § 11 of the Store Terms. After the order is placed, the Seller sends the Customer a confirmation of the order.
5. Payments are handled in accordance with the Store Terms. A Customised Product cannot be paid for on delivery. A traditional bank transfer is permitted; in that case the correction window (§ 6 section 3) runs from the moment the payment is credited and the order is marked as paid. An order not paid within 5 working days is cancelled.

§ 5. Prohibited Personalisation Content and verification procedure

1. The Seller will not carry out Personalisation whose content falls into one of the following categories ("**Prohibited Content**"):

a) vulgar, offensive, containing swear words or abbreviations of them;

b) spreading hatred or discriminating on grounds of race, nationality, ethnic origin, religion, lack of religion, sex, sexual orientation, age or disability;

c) promoting fascism or another totalitarian system, or containing their symbols;

d) of a sexual, pornographic or erotic nature;

e) containing threats, inciting violence, self-harm, suicide or the use of drugs;

f) infringing the rights of third parties, including personal rights and image rights, in particular containing the first names and surnames of generally known persons (celebrities, politicians) where the Customer is not that person;

g) containing trademarks, brand and company names (e.g. Nike, Disney), logos, advertising slogans, other signs protected by law, and surnames and proper names of characters, places and spells from the Harry Potter universe, including the names of the Houses, even where they are the Customer's surname, with the exception of ordinary first names under section 7;

h) of an advertising nature, including website addresses, e-mail addresses, telephone numbers and QR codes;

i) of a political, party-political, electoral or religious nature;

j) impersonating another person or institution;

k) containing characters outside the permitted range (§ 3 section 2), including special characters and spaces;

l) other than a first name, surname or nickname (or a combination of them), including any texts, images and other elements supplied by the Customer.

2. The prohibition also covers disguised entries, in particular altered letters, additional spacing, phonetic spelling and words in other languages, if their meaning corresponds to Prohibited Content.

3. It is permitted to place the first name, surname or pseudonym of the Customer or of the person for whom the Product is intended (e.g. a gift).

4. The list of categories in section 1 is closed. The words and names given in section 1 point g and in section 7 are examples and do not exhaust the categories. Personalisation is refused solely because the content belongs to a specified category, and in communication with the Customer the Seller indicates that category.

5. The Personalisation Content is checked automatically: while it is being entered in the configurator, and then again before it is passed on for printing and after each correction. If Prohibited Content is detected after the order has been placed, section 6 applies.

6. If Prohibited Content is detected, the Seller will without delay send the Customer an e-mail indicating the category from section 1. Within a reasonable time stated in that message, the Customer may: (a) provide new Personalisation Content — at no additional cost; or (b) cancel the order — in which case the Seller refunds the price paid for the Customised Product and, if the order contained no other products, also the delivery cost, without delay and no later than within 14 days, using the same payment method, unless the Customer expressly agrees to another.

7. Surnames of characters and proper names unique to the Harry Potter universe (including the names of places, spells and Houses) are not permitted, even where they are the Customer's real surname. Ordinary first names that also occur outside the universe are permitted as the Customer's real first name. Examples of prohibited names: Potter, Granger, Weasley, Dumbledore, Voldemort, Hogwarts, Gryffindor.

8. If the Customer does not respond within the time referred to in section 6, the Seller will call on the Customer again to provide new content, setting an additional, reasonable time limit.

After it expires without result, the Seller may withdraw from the contract and refunds the amount paid (the scope of the refund of the delivery cost being as in section 6 point b) without delay and no later than within 14 days.

§ 6. Fulfilment, change of content and delivery

1. The fulfilment time of a Customised Product is 5 working days. Delivery time is added to the fulfilment time.
2. If the Seller does not deliver the Product on time, the Customer may call on the Seller to deliver it within an additional, reasonable time and, after that time has expired without result, withdraw from the contract — in accordance with applicable law. Unless the Seller has indicated another time limit, the item should be handed over without delay and no later than within thirty days of the conclusion of the contract.
3. The Customer may submit a correction of the Personalisation Content during the correction window, which is: (a) 2 hours from payment — where payment was made on a working day between 8:00 and 14:00; (b) until 9:00 on the next working day — where payment was made on a working day after 14:00 or on a day off work; (c) until 9:00 on the same day — where payment was made on a working day before 8:00. Days off work are Saturdays, Sundays, public holidays and 24 December. On 17 and 31 December, the boundary in points a and b is 10:00 instead of 14:00 (the last correction window ends at 12:00). All times and the working days and public holidays referred to in this section are determined by Polish time and Polish law. A correction is submitted by telephone (the number is given in § 1 section 2) or by e-mail to personalizacja@naoko-store.pl, stating the order number, the new Personalisation Content and the e-mail address used for the order; the correction is entered by the customer service office. The corrected content is checked against the same word list (§ 5). After a correction, the order confirmation continues to show the original Personalisation Content, and the corrected content is sent for printing. After the correction window has ended, the order is sent for printing and carried out without the possibility of changing the Personalisation Content; the absence of a right of withdrawal is governed by § 7.
4. An order containing a Customised Product and other products is split into two parts: the part without the Customised Product is shipped as standard, and the part with the Customised Product is printed, packed and shipped by the print contractor. The Customer receives two parcels, each with a separate tracking number, and two shipping notifications. The Customer pays for the delivery of the whole order once. To this extent § 12 section 4 of the Store Terms does not apply. The Store Terms apply to non-personalised products.

§ 7. No right of withdrawal

1. Pursuant to Article 38(1)(3) of the Polish Act of 30 May 2014 on Consumer Rights, a consumer has no right to withdraw from a contract for the supply of a non-prefabricated item made to the consumer’s specification or serving to meet the consumer’s individual needs. This applies to Customised Products.
2. Information on the absence of a right of withdrawal is given before the order is placed, in the configurator, in the statement referred to in § 4 section 2.
3. The right of withdrawal in respect of non-personalised products applies on the terms set out in the Store Terms.
4. The absence of a right of withdrawal does not exclude the Customer’s rights in respect of non-conformity of the Product with the contract (§ 8). The Seller does not offer a voluntary exchange of the size of a Customised Product.

5. Provisions concerning the Consumer apply accordingly to a Sole Proprietor within the meaning of the Store Terms.

§ 8. Complaints

1. The Seller is liable to the Consumer for the conformity of the Customised Product with the contract on the terms set out in Article 43a et seq. of the Polish Act on Consumer Rights.
2. The Product conforms to the contract if the Personalisation Content, the font, the colour, the placement of the inscription, the House and the size correspond to the order and the Preview, and the workmanship is proper.
3. Non-conformity of the Product with the contract includes in particular: (a) Personalisation Content different from that ordered and approved on the Preview; (b) a House or size different from that ordered; (c) defects in the execution of the inscription, e.g. broken or loose threads, visible displacement, smudged print; (d) defects of material.
4. The following do not constitute non-conformity: (a) spelling errors resulting from the Content entered by the Customer and approved on the Preview; (b) minor colour differences resulting from screen settings.
5. The Consumer may demand repair or replacement of the Product, including re-execution with the correct Content (Article 43d), and in the cases specified in Article 43e — a price reduction or withdrawal from the contract. The costs of repair or replacement, including shipping, and the collection of the Product from the Consumer are borne by the Seller.
6. A complaint may be submitted by e-mail to hello@naoko-store.pl or by post to: NAOKO – REKLAMACJE, Łąkowa 11, 90-562 Łódź, Poland. A complaint does not require any particular form. We recommend stating the order number, a description of the non-conformity and photographs; their absence does not prevent the complaint from being considered.
7. The Seller will respond to the Consumer’s complaint within 14 days of receiving it, on paper or on another durable medium (e.g. by e-mail); failure to respond within that time means that the complaint is deemed accepted (Article 7a of the Polish Act on Consumer Rights).
8. The Seller is liable for a non-conformity that existed at the time of delivery of the Product and became apparent within two years of that time (Article 43c(1) of the Polish Act on Consumer Rights).
9. Information on out-of-court complaint and redress mechanisms is given in § 21 of the Store Terms.

§ 9. Intellectual property rights

1. Purchase of the Product does not transfer to the Customer any rights to the graphic motifs, trademarks or other works. The Customer is not entitled to reproduce the motifs for commercial purposes.
2. The Seller does not use the Personalisation Content or photographs of the Customer’s Product for marketing purposes without the Customer’s separate consent.

§ 10. Personal data

1. The controller of personal data is the Seller. The Personalisation Content is processed for the purpose of fulfilling the order.

2. The rules of personal data processing, including the recipients of the data and storage periods, are described in the Privacy Policy currently in force, available at https://naoko-store.com/policies/privacy-policy.
3. The Personalisation Content is passed on to the print contractor for the purpose of fulfilling the order.

§ 11. Final provisions

1. The Promotion Rules are available free of charge on the Store's website in a form that allows them to be downloaded, saved and printed.
2. The Promotion Rules apply from the date of their publication in the Store and apply only to contracts concluded from that date. The Promotion Rules do not change the terms of contracts concluded before that date and do not affect the rights of Customers in connection with those contracts.
3. Polish law applies to contracts covered by the Promotion Rules. A Consumer whose habitual residence is in another country retains the protection afforded by the mandatory provisions of the law of that country.
4. Disputes with Consumers are resolved by the courts competent under the provisions of the Polish Code of Civil Procedure.