TERMS AND CONDITIONS OF THE PROMOTION

"25% off New In for subscribers on orders from €95 / £80"

25% off New In for newsletter and SMS subscribers on orders from €95 / £80 in the NAOKO online store

§ 1. General Provisions

1. The organiser of the promotion called "25% off New In for subscribers on orders from €95 / £80" (the "Promotion"), which consists in granting Subscribers a 25% discount with a Discount Code on Products in the "New In" category when buying these Products for at least €95 / £80, is CONCEPT 101 spółka z ograniczoną odpowiedzialnością (limited liability company), with its registered office in Łódź, ul. Romanowska 55B/32B, 91-174 Łódź, Poland. The company is entered in the Register of Entrepreneurs of the National Court Register (KRS) kept by the District Court for Łódź-Śródmieście in Łódź, 20th Commercial Division of the National Court Register, under KRS number 0000780307, with NIP (tax ID) 7252288381, REGON 383149834 and share capital of PLN 10,000.00 (the "Organiser"). It operates the online store at naoko-store.com (the "Store").
2. These terms and conditions (the "Terms") set out the rules, scope and conditions of participation in the Promotion, including the rights and obligations of the Organiser and the Participants.
3. The Promotion is not a game of chance, raffle, mutual bet, promotional lottery or any other form of game of chance within the meaning of the Polish Act of 19 November 2009 on Gambling Games.
4. The Promotion applies only in the naoko-store.com online Store.
5. The Promotion is addressed exclusively to the Organiser's Subscribers and is not available to other Customers.
6. The Promotion runs from 27 November 2026, 8:00 a.m., until it is withdrawn by the Organiser, or until stocks of the Promotional Products run out, whichever occurs first (the "Promotion Period"). The Organiser will publish information about the withdrawal of the Promotion on the Store website.
7. The Discount Code is active in the Store only during the Promotion Period. What counts is the moment the Order is placed (clicking the button confirming the purchase), not the moment a Product is added to the cart or the Discount Code is entered. Orders placed after the end of the Promotion Period are not covered by the discount. Discount Codes sent but not used by the end of the Promotion expire when the Promotion ends.
8. The Organiser may end the Promotion before the end of the Promotion Period or extend the Promotion Period for important reasons, in particular technical, legal or organisational ones. Such a change does not affect rights acquired by Participants before it takes effect, in particular Orders placed before the change. Information about the change will be published on the Store website.

§ 2. Definitions

1. Store — the online store operating at naoko-store.com, run by the Organiser.

2. Customer — a natural person, legal person or organisational unit without legal personality to which the law grants legal capacity, making a purchase in the Store.

3. Consumer — a Customer who is a natural person performing a legal transaction with the Organiser that is not directly related to their business or professional activity, as well as a natural person concluding a contract directly related to their business activity where the content of that contract shows that it is not of a professional nature for them (Article 7aa of the Polish Act of 30 May 2014 on Consumer Rights).

4. Subscriber — a Customer who has subscribed to the Organiser's newsletter or consented to receive marketing communications from the Organiser by SMS, confirmed the subscription in the manner provided when subscribing (where required) and has not withdrawn consent by the time the Order is placed.

5. Participant — a Subscriber who has met the conditions set out in § 3 during the Promotion Period.

6. Product — an item available in the Store's range during the Promotion Period.

7. Promotional Products — Products shown, at the time the Order is placed, in the "New In" category (https://naoko-store.com/collections/new-in), including Products with a reduced price, excluding the Products listed in § 6.

8. Discount Code — a discount code sent to Subscribers only by the Organiser: in a newsletter message, in an automated e-mail (in particular after subscribing to the newsletter, after leaving Products in the cart, after browsing Products, after placing an order or after a longer period without purchases) or in an SMS message, entitling the holder to a discount under the Promotion on the terms set out in § 3 and § 4. The Discount Code is not published in these Terms, on the Store website or in any other publicly available channel.

9. Order — a Customer's declaration of intent submitted via the Store, aimed directly at concluding a contract for the sale of a Product with the Organiser.

§ 3. Conditions of Participation

1. Only a Subscriber may be a Participant, provided that all of the following conditions are met:

    a) the Customer holds Subscriber status at the time the Order is placed;

    b) the Promotional Products in the cart have a total value of at least €95.00 (for Orders in euro) or £80.00 (for Orders in pounds sterling), gross, calculated before the discount from the Discount Code (for Promotional Products with a reduced price, based on the reduced price);

    c) the Discount Code is entered in the "Discount code" field in the cart before the Order is placed;

    d) the Order is placed during the Promotion Period referred to in § 1(6).

2. Participation in the Promotion is voluntary.

3. The Discount Code can be used multiple times, unless the message in which it was sent states otherwise. There is no limit on the number of Orders in which one Participant may use it during the Promotion Period, provided that each of them meets the conditions set out in section 1. Only one discount code can be used per Order.

4. The Organiser may verify whether a Customer using the Discount Code holds Subscriber status. If this condition is not met, the discount is not granted.

§ 4. Promotion Rules

1. Under the Promotion, the Participant receives a 25% discount on Promotional Products after entering the Discount Code.
2. The discount is applied after the Discount Code is entered in the "Discount code" field in the cart and is calculated on the gross selling price of the Product shown on its product page when the Product is added to the cart (for Products with a reduced price, on the reduced price), before the Discount Code is applied.
3. Only the value of Promotional Products counts towards the €95 / £80 threshold referred to in § 3(1)(b). The value of other Products, including Products excluded from the Promotion under § 6, does not count towards the threshold, and these Products are not discounted and are sold at the price shown in the Store.
4. The discount reduces the Order value. The threshold for free delivery is determined based on the Order value after the discount. This means that using the Promotion may bring the Order value below the free delivery threshold, in which case the Customer pays for delivery according to the price list available in the Store.
5. If some of the Products from an Order to which the discount was applied are returned, the Customer is refunded the price actually paid for the returned Product, i.e. the price after the discount. The Organiser will not ask the Customer for an additional payment or withdraw the discount granted, even if, after the return, the value of the Promotional Products kept is below €95 / £80.
6. The value of the discount cannot be paid out in cash or exchanged for a cash equivalent or any other benefit.

§ 5. Price Information

1. The Promotion consists in granting Subscribers a discount on the selling price of a Product in the cart after the Discount Code is entered. The prices of Products shown on product pages in the Store are not reduced as a result of the Promotion and remain the prices at which the Products are offered to all Customers.
2. If, during the Promotion Period, the Organiser announces a reduction in the price of a Product, it shows next to the reduced price the lowest price of that Product in the 30 days before the reduction was introduced or, if the Product has been on sale for less than 30 days, the lowest price since it went on sale, in accordance with Article 6a of Directive 98/6/EC as implemented by Article 4(2) and (3) of the Polish Act of 9 May 2014 on Information on Prices of Goods and Services.

§ 6. Products Excluded from the Promotion

1. The Promotion does not cover:

    a) Products outside the "New In" category;

    b) gift boxes, regardless of the category in which they are shown;

c) gift cards (shopping vouchers) available in the Store;

d) delivery costs and additional services, including gift wrapping.

§ 7. Combining with Other Offers

1. The discount under the Promotion can be combined with price reductions of Products shown on product pages in the Store. The Promotion cannot be combined with other discount codes or with other promotions based on discount codes in force in the Store.
2. Only one discount code can be used per Order.
3. An Order placed with the Discount Code may additionally qualify for a gift under a gift promotion in force in the Store when the Order is placed, on the terms set out in the terms and conditions of that promotion available on the Store website. The threshold for the gift is determined based on the Order value after the discount from the Discount Code.

§ 8. Returns and Complaints about Products Bought under the Promotion

1. Products bought under the Promotion are subject to returns and complaints on the general terms set out in the Store Terms and Conditions and in accordance with the Polish Act of 30 May 2014 on Consumer Rights and the Polish Civil Code.
2. In the event of withdrawal from the contract, the Customer is refunded the amount actually paid for the returned Products, i.e. the price after the discount.
3. In the event of withdrawal from the contract, the Organiser also refunds the delivery costs up to the amount corresponding to the cheapest standard delivery method offered by the Organiser, in accordance with Article 33 of the Consumer Rights Act.
4. Withdrawing consent to receive the newsletter or SMS messages after the Order is placed does not affect the rights acquired by the Participant, including the discount granted and the rules for returns and complaints.
5. The rights set out in this section are granted to Consumers. Other Customers are subject to the provisions of the Civil Code and the Store Terms and Conditions.

§ 9. Complaints about the Promotion

1. Complaints relating to the Promotion may be submitted in writing to the Organiser's address: CONCEPT 101 sp. z o.o., ul. Romanowska 55B/32B, 91-174 Łódź, Poland, or by e-mail to hello@naoko-store.pl, during the Promotion Period or within 14 days of its end.
2. A complaint should contain the Participant's details allowing a response to be given (first name, surname, postal address or e-mail address) and a description of the circumstances giving rise to the complaint.
3. The Organiser will consider the complaint within 14 days of receiving it and will inform the Participant of the outcome in the same way the complaint was submitted.
4. Use of the complaints procedure is voluntary and does not exclude the Participant's right to pursue claims on general terms, including in court proceedings and before bodies authorised to resolve consumer disputes out of court.

§ 10. Personal Data

1. The controller of the personal data of Participants processed in connection with the Promotion is the Organiser identified in § 1(1).
2. Participants' personal data is processed to conduct and settle the Promotion, including verifying Subscriber status, on the basis of Article 6(1)(b) of Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR), and to handle complaints and to establish, pursue or defend claims, on the basis of Article 6(1)(f) GDPR.
3. Personal data is processed in connection with sending the newsletter and SMS messages on the basis of separately given consent (Article 6(1)(a) GDPR), independently of the Promotion. Consent to receive the newsletter or SMS messages can be withdrawn at any time; this does not affect the lawfulness of processing carried out before its withdrawal.
4. Providing personal data is voluntary but necessary to take part in the Promotion and to handle complaints.
5. Detailed information on the processing of personal data, including the retention period, the categories of recipients and Participants' rights (the right of access, rectification, erasure, restriction of processing and data portability, the right to object and the right to lodge a complaint with the President of the Personal Data Protection Office), is contained in the Privacy Policy available on the Store website.

§ 11. Final Provisions

1. These Terms are available free of charge on the Store website from the date of their publication, throughout the Promotion Period and for at least 14 days after its end, as well as at the Organiser's registered office, in a format that allows them to be obtained, reproduced and recorded (downloadable PDF file).
2. Matters not covered by these Terms are governed by the Store Terms and Conditions and by generally applicable Polish law, including the Civil Code and the Consumer Rights Act.
3. The Organiser may amend these Terms during the Promotion Period for important reasons, in particular technical, legal or organisational ones. An amendment may not infringe rights acquired by Participants before it takes effect. Information about the amendment, together with the consolidated text of the Terms, is published on the Store website.
4. These Terms take effect on the Promotion start date specified in § 1(6).