

TERMS AND CONDITIONS - Salehe Bembury x Crocs RAFFLE ONLINE

§1 General provisions

1. The following Terms and Conditions, hereinafter referred to as 'Terms', determine the conditions for conducting a raffle in order to conclude a selling agreement for the Salehe Bembury x Crocs brand products - 207393 1CN; 2073935PS; 207393 30T - between the Participant and the Organizer, hereinafter referred to as the 'Raffle', as well as the rights and obligations of the Raffle Participants and the Organizer.
2. The organizer, hereinafter referred to as the 'Organizer', is the Fashion Trends Group LLC with its registered office in SP. Z O.O. NIP: 7952542640 ul. Stanisława Lema 24 LU3, 31-571 Kraków, being the owner of a stationary and web-based store, operating under the SneakerStudio brand (www.sneakerstudio.com).
3. The participant of the Raffle, hereinafter referred to as the 'Participant' may be a natural person who is a consumer within the meaning of art. 22¹ of the Civil Code, who meets the conditions referred to in para. 6 and 7.
4. The Raffle, rules of which are set out in the Terms, is not a game of chance, a Raffle, a mutual bet, nor a promotional Raffle, the result of which depends on random chance within the meaning of the Gambling Act of 19 November, 2009 (Journal of Laws of 2009, no. 201, item 1540 as amended). In particular, as a result of the Raffle, the Participant does not receive any cash prizes or in-kind prizes.
5. As a part of the Raffle will be conducted, the conditions of which have been specified in point II, the conditions of which have been specified in point III.
6. Each Participant can participate once in both the Online Raffle.

§2 Conditions for participating in the Raffle

1. Persons who are not authorized to participate in the Raffle are the Organizer's employees as well as the employees of advertising agencies, employees of public relations companies and employees of media houses being in cooperation with the Organizer. Also, the members of immediate families of the persons who are referred to in the preceding sentence are not authorized to participate in the Raffle. The members of immediate families are understood as: ascendants, descendants, siblings, spouses, siblings' spouses, spouses' parents as well as persons remaining in a relation of adoption with the Organizer's employees.
2. In the event in which the Organizer declares that, as a result of the Raffle, the selected person does not meet the conditions set out in point II, he or she will be excluded from the Raffle and deprived of the option to purchase.
3. Participation in the Raffle is voluntary and free of charge.
4. In order to participate in the Raffle, the Participant is obliged to:
 - a) correctly complete the application in Instagram DM
 - b) Like the Raffle publication published on 20.05.2022.
 - c) Be one of the followers of @sneakerstudio_com Instagram page and @sneakerstudio_prm Instagram page
 - d) Comment the Raffle photo with a size in EU (available sizes: M8 (41-42) M9 (42-43) M10 (43-44), then tag a friend.
5. In case of providing incomplete data in the application form, the Participant will not be included in the Raffle.

6. The Raffle is limited to one pair per Participant.
7. Applications are accepted at the Instagram, starting from May 20 to May 24, 2022.
8. The first part of Raffle will take place on May 25, 2022, at 8:00 AM
9. The participants who are selected through the first part of Raffle, will have the option to purchase 1 pair of Salehe Bembury x Crocs 207393 1CN or 2073935PS or 207393 30T (depending which color he or she put in the comment) shoes in the size selected in the comment, will be notified of this fact with the use of an e-mail message on May 25, 2022, at 8:20 AM to the DM message. Then they should send a DM including: "RAFFLE", your e-mail, name, surname, shipping address (street, house/flat number, postal code, city, country), invoice address, phone number and your shoe size. Additionally, accept the RODO privacy policy in order to complete the payment.
Registration with the use of the DM message on Instagram is tantamount to applying for participation in the Raffle.
10. The participants selected through the first part of Raffle will receive a payment link with the use of an DM message on May 25, which will be sent to the e-mail address provided in the application form. Payment is possible through the Dotpay service, payment method: "Credit Cards" or "Quick Payment" only. The operator of quick payments is Dotpay LLC, with its registered office in Kraków, 30-552 Kraków, Wielicka 72. More information about the payment procedure can be found at the website: <https://www.dotpay.pl/dla-kupujacych/>.
11. The Participant is obliged to complete the payment within the time period of 60 minutes after receiving the payment link. In case of payment problems, the Participant is obliged to immediately report the problem to the Organizer, to the email address raffle@ftggroup.com, but no later than 30 minutes after receiving the payment link.
12. In case the payment is not registered within the aforementioned period of time, the link expires automatically and the Participant loses the option of making a transaction as well as the possibility of a repeated participation in the Raffle.
13. Remaining sizes, for payments that will not be completed in first part of Raffle, will be transferred to the second part of Raffle for other participants.
Next draws of the second part of Raffle will take place from 9:00 AM, and true next every 120 mins.
14. After the payment is completed, a sales agreement is concluded between the Organizer and the Participant.
 - a) Payment in Dotpay must has got e-mail address that was used in Instagram message. In case of put different e-mail address in Dotpay payment than in registration message, and no possibility to compare the payment with message's data, it could cancell the possibility to buy Salehe Bembury x Crocs, and return money on the account from where payment has done.
15. The realization of the sale agreement will be completed within the time period of 24-48 hours, and the parcel will be delivered within the time period of 2-7 business days. The organizer is not responsible for delays in delivery which are caused by the courier company.
16. Delivery costs are defined from the country of delivery:
in Europe - 8 €
outside of Europe - 15 €
countries: Switzerland - 18 €
17. The Salehe Bembury x Crocs 207393 1CN or 2073935PS or 207393 30T could be returned by buyer only in 14 days from the date of delivery.

§3 Complaints

1. Complaints regarding the proceedings of the Raffle may only be submitted in written form and sent to the Organizer's address: Fashion Trends Group, Krakowska 87, 32-050 Skawina.
2. Only the Participants of the Raffle are entitled to submit a complaint.
4. Complaints will be considered by the Organizer within 14 days from the date of delivery of the letter. The Participant will be notified about the Organizer's decision by a registered letter sent to the address given in the complaint within 14 days from the date of consideration of the complaint.
5. The Organizer reserves the right to refuse the consideration of the complaint in the event of: filing in the complaint after the deadline has passed, submitting a complaint to the wrong address, and in the event of the Participant's failure to provide contact details which would make it possible to send a response.

§4 Processing of Personal Data

1. The Administrator of Participants' Personal Data is Fashion Trends Group SP. Z O.O. NIP: 7952542640 ul. Stanisława Lema 24 LU3, 31-571 Kraków
2. Personal data will be processed only for purposes related to the Raffle, i.e. for purposes related to the organization and execution of the Raffle.
3. The Participants have the right to access and correct data as well as to request its removal. The Administrator informs that providing the data is voluntary, but necessary for the realization of the sale-purchase agreement.
4. The data of the Participants of the Raffle will be processed in accordance with the provisions of the General Data Protection Regulation (GDPR).

§5 Final provisions

1. In matters which are not covered by the provisions of these Terms, generally applicable laws shall apply.
2. The Organizer reserves the right to change these Terms. All orders which have been accepted for realization by the Organizer before the date of entering of the new Terms into force are realized on the basis of the Terms being in force on the day of placing the order by the Participant. The Organizer will notify the Participant about the amendments to the Terms within the time period of 1 day before entering into force of the new Terms, by means of an e-mail message which shall contain a link to the text of the amended Terms.