

# **Black Friday 2021 Terms and Conditions**

## **§1. Definitions**

The definitions used in these terms and conditions (hereinafter: "Terms and Conditions") refer to:

1. "Campaign's home page" - the [www.maxtondesign.com](http://www.maxtondesign.com) website;
2. "Organizer" - the organizer of the promotion - Maxton Design Piotr Kardaś with its seat in Wojnicz, ul. Podlesie 26, 32-830 Wojnicz;
3. "Promotion" – the Black Friday promotion carried out on the terms set out in these terms and conditions, which can be found in the BLACK FRIDAY tab on the main page of the campaign;
4. "Participant" - an adult natural person with full legal capacity, participating in the promotion, and a legal person, as well as an organizational unit with legal capacity;

## **§2. General provisions**

1. The promotion is run by the organizer from November 26, 2021 at 00:00 (UTC +01:00) until November 29, 2021 at 23:59 (UTC +01:00), exclusively via the campaign homepage. The organizer has the right to end the promotion early, about which he will notify the participants via a message on the campaign's home page.
2. The amount of the discount granted is determined by the organizer and amounts to 15% for ABS products and Maxton Merch clothing, 10% for Maxton Floor modular floor panels, and 5% for other Maxton Design products.
3. The organizer grants an additional discount for purchases for the winners of the competition taking place on the organizer's Facebook profile. The competition regulations are available on the organizer's Facebook profile - after the additional discount codes are used up, the campaign for additional 5% is closed.

### **§3. The aim of the promotion**

1. The aim of the promotion is to provide its participants with the possibility to purchase certain products offered by the organizer in its online store at discounted prices obtained via a use of a discount code, in accordance with the terms and conditions, which can be found in the BLACK FRIDAY tab on the campaign's home page.

### **§4. Terms and conditions of participation in the promotion**

1. Participation in the promotion is voluntary.
2. To participate in the promotion it is required to accept these terms and conditions, undertake the activities specified below and purchase the products included in the promotion. By placing an order, the promotion participant accepts the terms and conditions of the promotion, which can be found in the BLACK FRIDAY tab on the campaign's home page.

### **§5. Terms and conditions of participation in the promotion for wholesale customers/dealers**

1. Participation of wholesale customers/dealers in the promotion is voluntary.
2. A wholesale customer/dealer may place an order with the organizer from 26.11.2021 at 00:30 (UTC +01:00) to 01.12.2021 at 23:59 (UTC +01:00). Orders placed before and after the designated date will not be covered by the promotion.
3. Participation in the promotion for a wholes customer/dealer will be possible through the use of an individual discount code.
4. The participation of the wholesale customer/dealer in the promotion is subject to the following conditions:
  - a) accepting the "Black Friday 2021 Terms and Conditions";
  - b) creating their own version of the "Black Friday 2021 Terms and Conditions" in accordance with the law in force in the country where the dealer conducts the campaign;

c) sharing the promotional materials provided by the organizer available on their social media profiles by November 24, 2021 at the latest, but not earlier than November 16, 2021;

d) undertaking to provide the Organizer, in compliance with the requirements resulting from applicable regulations, with the data of the dealer/wholesale customer who participated in the Promotion conducted by the dealer/wholesale customer in order to verify the method of promotional sale of products.

5. Failure to meet the above conditions results in the wholesale customer/dealer not being included in the promotion.

6. The total order amount of the wholesale customer/dealer that he may present to the Organizer as an amount subject to the terms of the Promotion, may not be higher than the average amount of monthly orders placed by the wholesale customer/dealer with the Manufacturer in the period of 01.01.2021 - 31.10.2021.

7. The Maxton Floor wholesale customers/dealers are obligated to pay immediately after placing an order.

8. A wholesale customer/dealer must not offer his customers a discount of more than 15%.

9. The Organizer reserves the right to verify the activities performed by a wholesale customer/dealer related to the promotion, including:

a) verification of the compliance of activities with the provisions of these terms and conditions;

b) verification of the method of promotional sale of products;

c) verification of the time when the order of a wholesale customer/dealer was placed;

## **§6. Purchasing discounted products**

1. In order to purchase a discounted product as part of the promotion directly in the organizer's online store at [www.maxtondesign.com](http://www.maxtondesign.com), the following steps must be taken:

a) visit the website at [www.maxtondesign.com](http://www.maxtondesign.com);

b) place an order in accordance with the ordering stages of the organizer's online store, after selecting the products, in the "Cart" tab, enter your discount code in the space

provided for this purpose, and then confirm the code by clicking the "Confirm code" button;

c) customers who have an additional discount code, to take advantage of a discount on the purchase of products in the online store, after selecting the products, in the "Cart" tab, in the space provided for this purpose, they should enter the discount code received, and then confirm the code by clicking the "Confirm code" button.

2. The number of discount codes is limited. An additional discount will be granted only to the winners of the competition taking place on the organizer's Facebook page. The terms and conditions of the competition are available on the organizer's Facebook page.

3. The contract for the sale of the product covered by the promotion is concluded when the order is successfully placed in the organizer's online store at [maxtondesign.com](http://maxtondesign.com).

4. The organizer may terminate the promotion before its official designated end in the event that all products covered by the promotion are sold out. The organizer will inform the customers about the early termination of the promotion by means of an appropriate message on the campaign's home page.

5. The moment of completing the order for the product included in the promotion is assessed according to the real time of completion by a given participant. If the information about the order is received by the organizer after 29.11.2021, 23:59:59 (UTC +01:00), while the participant has made an attempt to order in a timely manner, any disputes as to the timeliness of the order's placement will be immediately considered in favor of the participant after analyzing the evidence of the time of placing the order presented by the participant.

6. Any disruptions, and in particular delays in the operation of the ICT network, adversely affecting the placement of promotional orders will be considered in favor of the participant, in accordance with the circumstances of the disruption, which applies only to orders successfully placed during the promotion.

7. The organizer is not responsible for errors and disruptions related to failures not directly connected to the website [maxtondesign.com](http://maxtondesign.com) and not caused by the organizer's activities.

## **§7. Exclusion from participation in the promotion**

1. The organizer has the right to exclude the participant with immediate effect from participation in the promotion in the event of the participant's failure to comply with the provisions of the terms and conditions, as well as in the event of receiving information about actions contrary to the provisions of the terms and conditions or the purpose and aim of the promotion.
2. Acts contradicting the provisions of the terms and conditions or the purpose and aim of the promotion are, in particular, activities aimed at, or resulting in the purchase of products included in the promotion:
  - a) in a manner other than indicated in §6 of the terms and conditions;
  - b) by using errors in the operation of the promotion's system, its website or mobile application.

## **§8. Procedures for submitting and considering complaints regarding the promotion**

1. Complaints regarding the course of the promotion should be submitted in writing to the following e-mail address:
  - a) individual customers: [sales@maxtondesign.eu](mailto:sales@maxtondesign.eu);
  - b) wholesale customer/dealer: [info@maxtondesign.eu](mailto:info@maxtondesign.eu).
2. The participant has the right to submit a complaint regarding the mechanism and method of operating the promotion within no more than 5 days from the date of the event.
3. The complaint should contain the name, surname, exact address of the participant submitting the complaint, as well as a detailed description and indication of the reasons for the complaint, indicating the date of the event that the complaint concerns. Messages that do not meet these criteria will be automatically rejected.
4. Complaints will be considered within 14 working days from the date of receiving the complaint by the organizer.

## **§9. Final provisions**

1. The terms and conditions are available on the campaign's home page and at the Organizer's office.
2. The terms and conditions are valid from November 26, 2021, 00:00 (UTC +01:00) until November 29, 2021, 23:59 (UTC +01:00).
3. In matters not covered by the terms and conditions, the generally applicable provisions of Polish law, the Sales Regulations/General Sales Conditions for distance contracts will be applied. They are available at: <https://maxtondesign.com/eng-terms.html>.