

Terms&Condition

Welcome to Blue Lagoon online shop which is operated by Blue Lagoon NL B.V. a subsidiary of Blue Lagoon Skincare (Bláa Lónið Heilsuvörur ehf.), registered in Iceland. We use the terms “we”, “our” and “us” in reference to Blue Lagoon NL B.V. throughout our Terms and Conditions.

Legal address:

Blue Lagoon NL B.V.
Javastraat 12
3016CE Rotterdam
the Netherlands

Please read these Terms and Conditions carefully before using the online shop, in particular before placing an order. By using and/or visiting the online shop, you acknowledge that you have read, understood and agree without limitation or qualification to be bound by those Terms and Conditions.

These Terms and Conditions apply to all purchases made in the online shop <http://www.skincare.bluelagoon.com>. Should you not agree to these Terms and Conditions, we kindly ask you not to use the online shop.

1. PRIVACY POLICY

We understand that your privacy is important to you. To provide you with the features and benefits of online purchases with Blue Lagoon, we need to collect information from you through the online shop. For delivery of the purchased products we collect information on full name, shipping and/or billing address and contact information; e-mail and telephone number.

The online shop keeps a customer record and sales history but never grants such personal information to unaffiliated third parties without your consent. We shall only disclose such information if we deem it necessary in order to comply with laws and regulations.

For further information, please see our [Privacy Policy](#).

Blue Lagoon skincare customers can subscribe to our newsletter during the checkout process or on our website and regularly receive information on latest product development, offers and discounts. Should you not wish to receive e-mails or other information from Blue Lagoon skincare, please unsubscribe from our newsletter through the unsubscribe link in the bottom text of every e-mail.

2. PRODUCTS AND SERVICES FOR PERSONAL USE

The products available in the online shop are for personal, non-commercial use only and may under no circumstances be purchased for other purposes, e.g. for sale or re-sale unless otherwise agreed on by Blue Lagoon skincare. We reserve the right to cancel an order, with or without notice, if we believe, in our sole discretion, that it may result in violation of our Terms and Conditions. The Blue Lagoon skincare formulas are patented.

3. PRODUCT LIABILITY

The products are for external use only. Each product description in the online shop and on the product packaging provides a description of how to use the product. You agree that we cannot be held liable for unintended unconventional use of the products purchased in the online shop.

4. **ACCURACY OF INFORMATION**

We do our best to keep information, product descriptions and photos in the online shop as accurate as possible. However, to the extent permitted by applicable law, we do not warrant that product descriptions, colors, information or other content available in the online shop are accurate, complete, reliable, current, or error-free.

5. **PRICES**

All prices in the online shop are either in EUR or GBP. Please note that prices quoted in the online shop can change without notice.

Prices in EUR include VAT. Depending on your location the applicable VAT is either paid directly at the online shop or is excluded from the product price at the end of the checkout procedure, to be paid upon delivery. Please visit our shipping terms for further information.

6. **ORDER PROCEDURE**

When placing your order you will receive an e-mail at the end of the order procedure whereby your order is acknowledged. All orders made in the online shop require full payment with a credit card at the time of order. Receipt of payment does not mean that an order has been accepted as we reserve the right to return your payment in the event the order is not accepted. You will receive a tracking code via e-mail when the transaction is completed and your order has been shipped.

We reserve the right, without prior notice, to limit the order quantity on any product and to refuse service to any customer. We also reserve the right to cancel an order due to, but not limited to, the availability of the product and product price or product description error.

7. **PAYMENT METHOD**

Transactions will appear on your payment card statement in the same currency as your order. Please note that transactions on your payment card may carry difference in exchange rates, if calculated to another currency. We will not bear the cost of the use of the payment cards.

8. **YOUR ACCOUNT, NEWSLETTER AND LOYALTY PROGRAM**

When you create an account, you are responsible for maintaining the confidentiality of your account, username and password and for restricting access to your computer. If there has been an unauthorized use of your password or account, please notify us immediately. You are responsible for providing and maintaining current, complete, accurate and truthful information on your account. You agree to accept responsibility for all activities that occur with your permission or authorization under your account, username and/or password, or because you fail to maintain sufficient security over your account, username and/or password. You may cancel your online account with us at any time through your account settings or by contacting us by email at skincare@bluelagoon.com.

We reserve the right to refuse service and/or terminate accounts without prior notice if these Terms and Conditions are violated or if we decide, in our sole discretion, that it would be in our best interest to do so. When you create an account, you will be offered the opportunity to sign up to a newsletter. You will only be sent marketing emails in case you sign up. You may opt-out of receiving marketing emails at any time by following the instructions included in each communication, such as clicking on the unsubscribe link included in each email or by updating your preferences in your account. <

For more information on managing your email preferences, please see this Privacy Policy.

By creating an account you will join our Loyalty Program (hereinafter the “Program”) and become a program member. You agree to be bound by these Terms and Conditions of participation and by any changes or modifications that we may make from time to time. You acknowledge and understand that the processing of your personal information within this Program, including but not limited to purchases made in connection with your Program membership, advices or feedback given by you upon request of customer services, will be in accordance with our Privacy Policy.

Should you join the Program, operational emails will be sent to you as they relate to your membership in the Program. Operational emails include, but are not limited to, redemption confirmation emails, profile update emails, or other communications that relate to your account. We may in our sole and absolute discretion review, change, cancel or modify any aspect of the Program and/or any Program benefits, without any notice. In such a case, the last version of our Terms and Conditions will immediately apply to you. In any case, these changes will not affect the Program benefits acquired until the revision of the Program. If you do not agree to our Privacy Policy and our Terms and Conditions, you cannot participate in the Program. Please note that the Program is void where prohibited by law.

The Program is available only to individuals (legal residents of a country where our products are available for sale acting as consumers who are at least 18 years of age, or have reached the age of majority in their respective jurisdiction if that is older than 18) for their personal and domestic use and is limited to one account per individual. Corporations, associations or other groups may not participate in the Program and the Program may not be used for any business or commercial purpose. Only one Program account may be associated with a single member and a single email address and we do not allow several individuals to use a single account for the purpose of accumulating Program benefits. Neither accounts nor Program rewards, benefits and/or points may be sold, transferred, shared or combined by members. Only the member paying for the products and/or services may accumulate rewards, benefits 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. Your account information (including security details) is confidential and should not be shared by you with any other person. Should you not wish to create an account and register for the Program, we invite you to check out as guest while shopping in our EU shop at <https://skincare.bluelagoon.com/en>.

As a member of the Program, you earn points as explained here. Points may never be redeemed for cash. You must be logged in to your account to use your benefits. Every 1 loyalty point earned converts as 0,1 USD or in the currency purchase is made. Value of the loyalty points can be used as a money off a purchase. You must redeem your available loyalty points within 12 months of your last purchase, or the available points will expire. Rewards, benefits and points earned through the Program have no cash value, are non-transferable, and you have no property rights in or to rewards or other Program benefits. Points credited to your account will be decreased or reversed, as applicable, if part or all products is returned or cancelled or if the credit is obtained through fraudulent or other activity that violates these Terms and Conditions as determined by us in our sole but reasonable discretion. We are not responsible for rewards, benefits and/or points lost or

redeemed due to fraudulent activity by you or any third party. If you have concerns that a purchase or other activity was not properly applied to your account, you should contact customer services. Rewards can only be redeemed on the Site and for the online shop where points were earned, and only redeemed in relation to a product purchase, unless otherwise noted by Blue Lagoon NL B.V.

We reserve the right to place limits on the number of purchases or activities that are eligible for the Program and the number or types of rewards or benefits that you may receive or earn in any given time period. Except where prohibited by applicable law, we may, in our discretion, cancel, modify, restrict or terminate the Program or any aspect or feature of the Program at any time with reasonable prior notice to allow you to take appropriate measures regarding the Loyalty points acquired.

We reserve the right to exclude you from or to discontinue your participation in the Program and to audit your Program account at any time, in our sole but reasonable discretion. If your membership is revoked, any rewards or benefits in your Program account will automatically expire and your access to the Program and features will automatically terminate. If we suspect illegal activity, fraud, misrepresentation, abuse or violation of these Terms and Conditions, we reserve the right to take appropriate legal action.

If you decide that you no longer want to be a part of the Program, you may terminate your membership in the Program at any time by contacting customer services at skincare@bluelagoon.com or by closing your account through your account area.

If you terminate your membership, you will automatically lose all accumulated points, and benefits - and no longer receive Program related communications.

If you have any questions regarding the Program, please contact customer services at skincare@bluelagoon.com or through your account settings.

9. **SECURITY ONLINE** We understand that security is important to you. We work to protect the security of the information you provide in order to complete your online order. . The online shop uses 128-bit Secure Socket Layer (SSL) encryption to ensure that your credit card number and other sensitive information are kept confidential and secure. We do not store credit card numbers in any files, databases or html data.

10. **SHIPPING**

We do our best at each time to ensure the best and fastest service of delivery. It depends on customers' location from where products are shipped. Import fees are charged on some deliveries depending on customers' location. Import fees depend on the purchase amount and customs regulations of the import country. We are not responsible for any import fees charged. For further information on applicable import fees in your country, we recommend that you contact the customs authorities.

For further information on shipping terms, delivery time and price, please click [here](#).

11. **AMENDING A PURCHASE**

Whether an order is processed and shipped the same day or the following day depends on the time of the day it is placed and accepted. This might be the case during weekends as well, since Blue Lagoon orders are shipped during business days only. We recommend that

you carefully review the order before making payment, to ensure that you are completely satisfied with the purchase. In the event you wish to amend the purchase after finishing the checkout procedure and the order has been accepted, you must carry the cost of any changes that need to be made on the delivery.

12. INTELLECTUAL PROPERTY RIGHTS

All information and content in the online shop, including but not limited to trademarks, logos, texts, photographs, graphics, images, audios, videos (collectively, "the content") is the exclusive property of Blue Lagoon Ltd. or affiliates, and is protected by Icelandic and international laws, including laws governing copyrights and trademarks.

Neither the content nor any portion of the online shop may be used, reproduced, duplicated, copied, sold, resold, accessed, modified, or otherwise exploited, in whole or in part, for any purpose without our express, prior written consent.

13. WARRANTIES AND LIMITATION OF LIABILITIES

This site and the online shop is provided by us on an "as is" and "as available" basis. We make no representations or warranties of any kind whatsoever either express or implied, in connection with these Terms and Conditions or the site, including and not limited to warranties of merchantability, non-infringement or fitness for a particular purpose, except to the extent such representations and warranties are not legally excludable.

We shall not be liable for damages of any kind, direct, indirect, incidental, special, punitive or consequential damages resulting from the use or inability to use this site.

14. JURISDICTION AND GOVERNING LAW

You agree that any claim, action or lawsuit arising out of these Terms and Conditions and/or the services/products purchased, shall be interpreted and governed in conformity with Icelandic law. For any legal dispute which may arise between you and Blue Lagoon NL B.V. both parties submit to the exclusive jurisdiction and competence of the Judges and Courts of the town of Reykjanesbær, Iceland as the court of first instance.

15. SITE POLICIES, MODIFICATION AND SEVERABILITY

We kindly ask you to review other policies on the website. These policies also govern your use of the online shop. We reserve the right to make changes to the website, our policies and/or Terms and Conditions at any given time without further notices. Any amendments to these Terms and Conditions come into effect when posted on our website. Your continuing use of the online shop after such amendment constitutes agreement to any amendment made to the Terms and Conditions.

1.

If for any reason a provision or a part of this agreement should be judged by a court to be invalid or unenforceable, the remainder of the Terms and Conditions shall be valid and continue in full force and effect. All exceptions and limitations are only to apply to the extent permitted by Icelandic law.