NESPRESSO VERTUO NEXT AND LATTISSIMA SUMMER PROMOTION 2024

FULL TERMS AND CONDITIONS: FOR TRADE CUSTOMERS

These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry instructions are deemed to form part of these Terms and Conditions and by participating all participants will be deemed to have accepted and be bound by them. Participants should retain a copy for their information.

Nespresso takes data protection seriously. By participating in this promotion, participants confirm that they have read the Promoter's Privacy Policy and agree to these Terms and Conditions of the promotion. By submitting any information required as part of their participation in the campaign, participants agree to their information being held and processed in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

- 1. This promotion is open to all residents of the UK, Channel Islands, Isle of Man and Republic of Ireland, aged 18 or over and excludes employees and their immediate families of Nestlé S.A. and **Nespresso**, its agents or anyone professionally connected to the promotion. Participants must register or be registered with **Nespresso** to qualify for the offer.
- 2. Applicants must have purchased any qualifying **Nespresso** Vertuo machine and register/be registered with **Nespresso** during the stated promotion period to qualify for the offer. The promotional period runs from 12.06.24 to 23:59 on 17.09.24. The offer consists of 30 complimentary pre-selected capsules and a **Nespresso** Plus Auto-Delivery Promocode valid for free gifts worth £150/€160 including £20/€20 discount on the participant's first and third subscription coffee orders. Subscriptions must be activated, and the first order placed by no later than 01.01.25. Maximum of one offer per Nespresso Member. Participants who are not already **Nespresso** Members will be required to register to qualify for the offer. Registration can take up to 24hrs to complete.

The offer of free gifts worth £150/€160 will be applied as £20/€20 discount on the first and third qualifying coffee orders made via a Nespresso Plus Auto-Delivery. The £20/€20 discount must be used in its entirety per qualifying order. Plus, **Nespresso** Cantuccini biscuits on the second order, a free milk frother** on the fourth order and Origin Lungo mugs on the fifth order via **Nespresso** Plus Subscription. Balances cannot be carried over to the next order and no change will be given in lieu of unused discount amounts. No balance, in cash or product, will be due in the event of the subscription being cancelled before the first five (5) orders have been completed.

The 30 complimentary capsules will be made up of a pre-selected Vertuo range chosen by **Nespresso** which cannot be changed/substituted for any other variants. The selection is subject to change based on availability. **N.B.** The 30 free capsules package is a special promotional package only and not available for purchase. All purchased capsules within a subscription must be made in minimum quantities of 70 capsules.

- **Customers who do not wish to receive a Milk Frother may contact Nespresso on 0800 442 442 (UK) or 1800 81 26 60 (ROI) to claim an alternative gift of an Apron Package containing a Nespresso Upcycled Barista Apron (123900), a box of Milk chocolates (127707) and a Nespresso capsule Display Drawer (122800). In the event that the Milk Frother has already been despatched, the claimant will no longer be able to make the change.
- 3. The stated **Nespresso** machine must be purchased between the stated dates directly from **Nespresso** by calling **Nespresso** on Freephone 0800 442 442 (UK), or 1800 812 660 (ROI), or at www.nespresso.com, or via the **Nespresso** App, or visiting a **Nespresso** Boutique where available, or

via a participating retailer. Maximum of one offer per machine purchased per **Nespresso** Member. Any additional machines purchased during the stated promotional period will not qualify for the offer. The qualifying **Nespresso** Coffee machine must be purchased in the UK, Channel Island, Isle of Man or Republic of Ireland.

4. How to Claim:

Via any other participating retailer

If the qualifying machine has been purchased from a participating retailer, the complimentary gifts can be claimed via www.nespresso.com/roipromotion (UK) or via www.nespresso.com/roipromotion (ROI). In such an event the participant will be required to have proof of their purchase of a qualifying machine in the form of a till receipt showing the purchase made during the promotional dates and machine serial number. Offer cannot be claimed via any other retail outlets. The promotion only applies to new Nespresso machines purchased at participating retailers during the stated promotional period and cannot be applied retrospectively. Participants will be required to complete an application form with their details including first name, last name, email address, residential address and daytime phone number, machine serial number (which can be found on the drip tray) and upload a photo of their qualifying till receipt showing the purchase of one of the specified Nespresso machines made between 12.06.24 and 17.09.24. Photos must clearly show the name of the store where the machine was purchased, the date purchased and the itemised machine details. Blurred, out-of-focus or photos where the till receipt is illegible will not be accepted. Maximum of one offer per machine purchased per Nespresso Member. Participants will be required to register/be registered with Nespresso to claim the offer. Registration can take up to 24hrs to complete. Any additional machines purchased during the stated promotional period will not qualify for the offer.

- 5. Registration and activation of **Nespresso** Plus Subscription can be made by visiting https://www.nespresso.com/uk/en/nespresso-plus/summer-coffee-subscription (UK) or https://www.nespresso.com/ie/en/nespresso-plus/summer-coffee-subscription (ROI) and completing the registration process. Should the participant fail to register and activate a Coffee Subscription Plan by 23:59 on 01.01.25 the offer will become null and void. **Nespresso** Plus Auto-Delivery Terms and conditions apply. These can be viewed at www.nespresso.com/uk/en/legal.
- 6. The free **Nespresso** items are subject to stock availability and **Nespresso** reserve the right to supplement this offer with alternative items of equivalent value in the event of unforeseen circumstances or out of stock. No cash alternative will be available in lieu of the stated items.
- 7. How long does the **Nespresso** Plus Subscription last?

The **Nespresso** Plus subscription will go on for as long as the participant continues to make their monthly payments and the contract will continue to roll until cancelled. Credit/Debit Card is required at sign-up. The discount code will become invalid after five (5) uses (maximum one use per qualifying order placed). The Subscription plan can be terminated at any point by contacting the **Nespresso** Customer Relationship Centre on 0800 442 442 (UK) or 1800 812 660 (ROI), by sending an email confirmation to one@nespresso.com or using the "Cancel" button in "My Account". In the event of the subscription plan being terminated before the fifth (5th) coffee order has been placed, participants are unable to claim any cash or other alternative in lieu of the unused discount.

8. This promotion cannot be used in conjunction with any other **Nespresso** promotion, offer or discount including **Nespresso** Machine Subscription. **Nespresso&YOU offers are still applicable**

when a Vertuo Plus, Vertuo Pop, Vertuo POP+ or Vertuo Creatista machine is purchased at RRP. The discount on the Nespresso Vertuo Next and Vertuo Lattissima cannot be used in conjunction with Nespresso&YOU offers. Any other machines launched after the start of this promotion, will not be included in the promotion, and will not qualify for the offer.

- 9. **Nespresso** reserves the right at its sole discretion to disqualify any individual found to be tampering with the operation of the promotion, setting up multiple accounts, using multiple identities or to be acting in any manner deemed by **Nespresso** to be in violation of the Terms and Conditions; or to be acting in any manner deemed by **Nespresso** to be disruptive.
- 10. Those making claims on behalf of a company or business must be authorised to do so.
- 11. If a participant returns their machine within 14 days, or the order cancelled, their ability to claim the free item and promotional discount code will become null and void. If the complimentary item has already been dispatched, these must be returned unused and in their original packaging within 14 days at the participant's own cost.
- 12. Data Protection: The Promoter will only use the personal details supplied for the administration of the promotion and the auditing of orders where necessary and for no other purpose unless we have your consent and you have opted-in to receive future marketing communications. As part of this promotion, you may receive emails/messages for this promotion only to let you know if there are any issues with your order. Your personal details will, at all times be kept confidential, and in accordance with the General Data Protection Regulation (GDPR).

Click here for the Promoter's Privacy Policy https://www.nespresso.com/uk/en/pages/legal. You can request access to your personal data, or have any inaccuracies rectified, or request deletion of data by sending an email to: UKI.Dataprotection@uk.nestle.com. By participating in the promotion, you agree to the use of your personal data as described here. You can withdraw your consent at any time. For the purpose of this promotion, requests to delete personal data can only be actioned after the promotion has concluded.

- 13. The Promotion and these Terms and Conditions will be governed by the laws of the participating country and any disputes as to the meaning of these Terms and Conditions will be subject to the exclusive jurisdiction of the participants' local courts.
- 14. If any of these clauses should be determined to be illegal, invalid, or otherwise unenforceable then it shall be severed and deleted from these Terms and Conditions and the remaining clauses shall survive and remain in full force and effect.
- 15. In the event of circumstances outside its reasonable control and only where circumstances make this unavoidable, **Nespresso** reserves the right to cancel or amend the promotion or these Terms and Conditions at any stage but will always endeavour to minimize the effect to participants in an effort to avoid undue disappointment.
- 16. All **Nespresso** products are subject to availability. For further information regarding this offer, please contact **Nespresso** on Freephone 0800 442 442 (UK)/ 1800 812 660 (ROI).

Promoter/'we': Nespresso UK Ltd, Haxby Road, York YO31 8TA