SAGE "FAST-TRACK BARISTA PACK" PROGRAM TERMS

The following information forms the terms and conditions ("**Terms**") for the "Fast Track Barista Pack" Program ("**Program**"). Your participation in the Program is deemed an acceptance of these Terms. You must comply with these Terms, including all eligibility and claim requirements set forth herein, to participate in the Program. To learn about the Program, go to <u>https://www.sageappliances.com/en-gb/program/fast-track-barista-pack</u>/.

This Program allows you to enjoy cashback of up to £600 (the "**Full Cashback**") when you buy coffee beans via beanz.com by Sage after successfully registering your Participating Product and validation of its Proof of Purchase (details below in "Claiming your Cashback - How It Works"). You will also receive two complimentary bags of coffee from beanz.com and access to a tutorial specific to your Participating Product.

The Program is offered by BRG Appliances Limited, a company registered in England and Wales under company number 08223512 with a trading address at BRG Appliances Limited, 86-90 Paul Street, London EC2A 4NE ("**Sage**"). The Program commences at 00:00 EDT on September 18, 2024 and is valid until June 30, 2025 23:59 (GMT)(the "**Program Period**").

HOW IT WORKS & CLAIMING YOUR CASHBACK

You must purchase your Participating Product after the commencement of the program.

o **If you purchase a Participating Product from an Authorized Retailer**, retain your original Proof of Purchase.

o Go to https://www.sageappliances.com/account/en-gb/product-

registration within 30 days of your purchase. There you will create a Sage account and register your Participating Product. You will be asked to upload a copy of your receipt, select your preferences for the two complimentary bags of coffee beans and provide information necessary for us to ship them to you. When you complete the process, you will receive an email confirming your registration. You should then hear from us within 5 days confirming your approval and guiding you to the second phase of the process.

o Once approved, we will send you the two complimentary bags of coffee beans from beanz.com by Sage, access to a tutorial specific to your Participating Product, and an email including a link to set up your cashback destination by creating a Hyperwallet-a PayPal Service account. Your beanz purchases will then begin to earn cashback whether you purchase a subscription or purchase at your convenience. You will also be able to track your progress, see your transaction history and cashback settings and more in your Sage account.

o **If you purchase a Participating Product directly from Sage**, as part of the purchase process, you will select your preferences for the complimentary beanz.com coffee beans and receive access to a tutorial specific to your Participating Product. If you are already a beanz customer, it is critical that you use the same email address already on record with beanz when you purchase your Participating Product.

After you complete your checkout, you will receive an order confirmation email including a link to set up your cashback destination by creating a Hyperwallet- a PayPal Service account. This automatic set-up is provided as a convenience to you, but there is no obligation to purchase any beans from beanz.com or otherwise participate in the Program. You will also be able to track your progress, see your transaction history and cashback settings and more if you elect to set up a mySage account.

o **To earn cashback**, for every £200 of coffee you purchase (exclusive of any applicable taxes and complimentary bags) during the Purchase Period, Sage shall issue £50 cashback to your Hyperwallet-a PayPal Service account, up to and until you reach the Full Cashback. Under no circumstances will any partially-earned cashback be awarded. There is no obligation to purchase any beans from beanz.com, but cashback will only be based on actual purchases.

o **Sage utilizes Hyperwallet–a PayPal Service to deliver payments to you**. Such payment services are subject to the Hyperwallet Terms of Service and the Hyperwallet Privacy

Policy <u>https://pay.hyperwallet.com/hw2web/consumer/page/legalAgreement.xhtml</u>. Similar to our various payment methods, Sage does not save or have access to your financial information. Your cashback will be credited to the bank account you designate.

o **If you receive the Participating Product as a gift**, you may register using either an original or gift receipt. Please note that only one (1) registration per Product is permitted.

o **If you purchase more than one Participating Product**, you may register each product in the Program. However, cashback from your coffee beans purchases will be applied to a single Product until you have earned Full Cashback on that Product. Subsequent coffee purchases will be credited to the next Participating Product.

o **If you are an existing beanz.com by Sage customer with an active coffee subscription** and you have successfully completed the cashback registration process, your future subscription orders will automatically begin to earn cashback except for orders discounted in some other way, be they subscription or otherwise. It is critical that you use the same email address on record with beanz when you register your Participating Product if you wish to have these subscription orders automatically earn cashback.

o All participants will have a period ("Purchase Period") of 48 months from the date you receive your confirmation email to place your orders to recover the Full Cashback.

ELIGIBILITY. To be eligible to participate in the Program, you must:

o Be currently living in the United Kingdom. Please note that currently the following places are excluded: Isle of Man, Jersey and Guernsey.

o Be age 18 years or older.

o Be the Participating Product's end-user, meaning that you must Purchase the Participating Product for your own use and not for commercial purposes, re-sale, resupply, rental, rent-to-own, or any other indirect use. For the avoidance of doubt, when the Participating Product is gifted to an otherwise eligible end-user, either the giver or the recipient may participate in the Program, but not both.

PROGRAM EXPIRATION AND TERMINATION

Your participation in the Program ends automatically upon completion of the Purchase Period or your receipt of the Full Cashback, whichever occurs first.

While we invite you to continue to purchase coffee beans from beanz.com by Sage, any partially earned or unclaimed cashback from this Program will expire at the end of the Purchase Period. If at any time you breach these Terms, your participation in the Program will end and you will not be entitled to any additional cashback. Sage reserves the right, without prior notice, to modify, interrupt or terminate this Program at any time (including prematurely) or to extend it, without taking into account your interests or the interests of any participant. If we do so, you will still be able to continue earning your cash back through the duration of your Purchase Period.

This program may not be available in the future. In particular, Sage reserves the right to modify the Terms of this Program and to adapt them to changed circumstances especially in cases of force majeure, unexpectedly high demand for Participating Products and in cases where the proper implementation of the Program cannot be guaranteed for technical or legal reasons. In the event of a change in the conditions of participation, current participants will be informed immediately by e-mail.

INVALID CLAIMS

If Sage determines in its sole discretion that your claim to participate in the Program is invalid, you will be notified of the reason for this determination via the email address you have provided ("Invalid Claim Notification Email"). You will have until midnight on the 14th calendar day after the Invalid Claim Notification Email is sent to provide documentation to support the validity of your claim as described in the Invalid Claim Notification Email. Sage may invalidate a claim if a Claimant fails to provide a valid Proof of Purchase or other documentation as requested by the 14th calendar day after the Invalid Claim Notification Email is sent, and you will not be eligible to participate in the Program. Sage may, at any time, verify the validity of any participation or any participant in the Program (including identity, age and place of residence and Proof of Purchase), and may disqualify any participant who is not acting in accordance with these Terms and Conditions or who tampers with the Program process.

All decisions of the Sage are final and non-negotiable. Failure by Sage to enforce any of its rights at any time does not constitute a waiver of those rights. Sage reserves the right to request and inspect original purchase receipts, to check all claims for compliance with these and to request any missing Proofs of Purchase. Incomplete, indecipherable, or illegible Proofs of Purchase will be deemed invalid.

You are responsible for ensuring the correct contact email address and other details are provided pursuant to the requirements herein and that Sage is notified of any updated details. Sage accepts no responsibility if you should fail to notify us of correct details or of a change to those details pursuant to the requirements herein, or for otherwise providing incorrect information.

Anything you provide to us containing false, misleading or fraudulent information will not be processed. Sage is entitled to exclude anyone from the Program who does not fulfill the conditions of participation, violates the conditions of participation, provides incorrect personal details, or uses dishonest means. If there is a reason for exclusion, Sage is entitled to prohibit such from participating in the Program.

PRIVACY

Sage and its agents collect personal information in order to conduct the Program and may, for this purpose, disclose such information to third parties, including, but not limited to agents, contractors, service providers, offer suppliers, shipping service providers and, as required, to regulatory authorities within and outside of the United Kingdom. Your participation in this Program is conditional on providing this information upon request. Sage and its third-party service providers may use the information in accordance with applicable privacy laws.

These Terms and Conditions are deemed to incorporate Sage's privacy policy (https://www.sageappliances.com/uk/en/legal/privacy-policy.html), and by participating in the Program, you acknowledge its applicability.

GENERAL

You may not participate in the Program on behalf of others. Your participation in the Program may not be transferred or re-sold and is subject to change or discontinuation without notice at any time. This Program is not combinable with any other offer unless the other offer specifically indicates otherwise. If a Participating Product is returned, your participation in the Program is subject to change or discontinuation without notice at any time. This Program is governed by the Sage Terms of Sale and Use https://www.sageappliances.com/uk/en/legal/terms-and-conditions.html. Any conflict

between them and these Program Terms will be resolved in favor of these Program Terms.

Any costs (including ancillary costs such as insurance), expenses, and taxes associated with this Program are your responsibility. You agree to pay any shipping and handling charges shown at the time you make a purchase. We reserve the right to increase, decrease, add, or eliminate shipping and handling charges from time to time, but we will provide notice of the charges applicable to you before you make your purchase. Sage makes no guarantee of the availability of its web services and will not be held responsible for any interruption of service that may interfere with your ability to participate in this Program.

Subject to these Terms and to the maximum extent permitted by law, Sage (including its officers, employees, representatives, and agents) excludes and disclaims all liability for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, incidental, special, or consequential, arising in any way out of the Program, including, but not limited to:

o any technical difficulties or equipment malfunction (whether or not under Sage's control);

o acts or omissions (including negligent acts or omissions) of Sage's officers, employees, representatives, or agents involved in the conduct of this Program;

o any theft, unauthorized access or third-party interference;

o any original Purchase documentation that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Sage) due to any reason beyond the reasonable control of Sage; and

o any tax or other financial liability incurred by you or any other participant. If any provision of these Terms and Conditions should be deemed invalid in whole or in part, this does not affect the validity of the remaining provisions. An ineffective provision shall be replaced by a provision which is legally permissible, and which comes closest to the provision deemed invalid, in terms of content. This Program is governed by the laws of the United Kingdom. The courts of England shall have exclusive jurisdiction of any claims or disputes arising out of or in connection to this Program.

Customer Program support is available at our Support Center: <u>https://www.beanz.com/uk/en/support/contact-us.html</u>

DEFINITIONS

For the purposes of these Terms

"Participating Product" means any of the following: Oracle/Dual Boiler Series: the Oracle Touch - SES990, the Oracle Jet – SES985, the Oracle - BES980/SES980, the Dual Boiler - BES920, the Dynamic Duo - SEP920; Barista Series: the Barista Touch Impress - SES881, the Barista Touch - SES880, the Barista Pro - SES878, the Barista Express Impress - SES876, the Barista Express - BES875/SES875; Bambino Series: the Bambino Plus - SES500, the Bambino - SES450, the Bambino Plus & Baratza Encore ESP Bundle - SEP500; Other: the Duo-Temp Pro - BES810; Drip Coffee: the Sage Precision Brewer Thermal - SDC450, the Sage Precision Brewer Thermal - SDC450; the Dose Control Pro & Bambino Bundle – SEP450; the Barista Touch Impress – SES882.

"Participating Retailer" means retailers authorized by Sage to participate in the Program. This Program will not be available for any purchases made from any unauthorized resellers (including those selling stolen or otherwise illegally procured products.)

"Proof of Purchase" means generally a receipt clearly confirming a Purchase as follows:

o If Purchased through a retailer: a receipt that shows the retailer that the product was purchased from and is not cropped/edited in any way.

o If Purchased through a retailer using a credit service: Proof of purchase that shows the retailer that the product was purchased from and is not cropped/edited in any way.

"Purchase(d)" means either making full payment for a Participating Product during the Program Period or successfully and validly purchasing a Participating Product by entering a final and binding finance agreement with Sage or a Participating Retailer in relation to a Participating Product during the Program Period.