

## PROMOTION REGULATIONS

### NESPRESSO – FREE CAPSULES

#### I. General

**These Terms and Conditions (the “Terms and Conditions”) prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials. Entry and claim 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.**

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

#### Abridged Promotion Regulations

Terms & conditions apply. UK & IE, 18+. Usual restrictions apply. Offer valid until 23:59 on 30/07/2024, OR when 12,000 codes have been distributed, whichever is sooner. Voucher code offers a discount of £22.40 / €24.40 (the equivalent value of 50 free capsules) when placing an order for 100 Original Nespresso capsules. Upload receipt for participating Nespresso machine to receive voucher code. Maximum one offer per person. Smart Phone with QR code reader ability and internet access is required to enter. For full T&Cs see <https://campaigns.hashting.com/n Nespresso>

1. These rules apply to the “NESPRESSO – FREE CAPSULES” Promotion (hereinafter, the “Promotion”) of Nespresso UK Ltd (hereinafter, the “Promoter”), whose head office and offices are established in Nespresso UK Ltd, Haxby Road, York, YO31 8TA. The promotion is open to UK & IE residents aged 18 and over, excluding (a) the employees of the Promoter and their partners or members of their families domiciled under the same roof, as well as (b) any person directly or indirectly involved in the organisation of this Promotion in any way.
2. By participating in this Promotion, participants accept these Promotion rules in their entirety.
3. The purpose of the Promotion is to promote products sold under the Nespresso brand(s) (hereinafter, the “Brand” / “Brands”).
4. The promotion offers a discount of £22.40 / €24.40 (the equivalent value of 50 free capsules) when placing an order for 100 Original Nespresso capsules. Participants must purchase a qualifying Nespresso machine and follow instructions to upload a valid receipt to receive their code. The promotion is limited to 12,000 offers in total, which will be awarded on a ‘first-come, first-served’ basis.
5. Each code must be redeemed by 30/07/2024.
6. The promotion will open at 00:01 on 05/06/2024, and end at 23:59 on 30/07/2024, OR when 12,000 codes have been distributed whichever is sooner. In the event of the maximum number of codes being

distributed before the closing date, participants will be immediately notified that the promotion has ended upon clicking on the promotional link. No one person/establishment may claim more than one code throughout the promotion.

7. To receive a code, participants must purchase a participating Nespresso machine and complete an application form.
8. Eligible machines are as follows:
  - a) Pixie (OLD) - Krups
  - b) Pixie (NEW) - Krups
  - c) Atelier Original - Krups
  - d) Citiz Silver - Krups
  - e) Nespresso CitiZ - White - Magimix
  - f) Nespresso CitiZ - Black - Magimix
  - g) Nespresso CitiZ - Chrome - Magimix
  - h) Nespresso CitiZ & Milk - Black - Magimix
  - i) Nespresso CitiZ & Milk - Chrome - Magimix
  - j) Nespresso CitiZ & Milk - White - Magimix
  - k) Lattissima One - DeLonghi
  - l) Lattissima One - DeLonghi
  - m) Gran Lattissima - DeLonghi
  - n) Gran Lattissima - DeLonghi
  - o) Creatista Pro Brushed Stainless Steel - Sage
  - p) Creatista Pro Black Truffle - Sage
  - q) Creatista Plus Brushed Stainless Steel - Sage
  - r) Creatista Plus Black Truffle - Sage
9. Only valid applications will be accepted. A valid application comprises of a completed, legible, on-line application form, including but not limited to:
  - Applicant's first & last name;
  - A current and valid email address;
  - Purchase price of Nespresso machine;
  - Marketing opt-in - Yes or No – Tick Box
  - An uploaded photo of a valid itemised till receipt as outlined above, showing a participating Nespresso machine.

The Promoter reserves the right to refuse any uploaded till receipts/proof of purchases that:

- Are out of focus/blurry;
  - Do not have the correct product clearly visible;
  - Are old, out of date or fall outside of the stated promotional period;
  - That show store locations in geographical locations outside the stated promotional area;
  - Are not unique to the individual.
  - The Promoter reserves the right at its sole discretion to disqualify any individual found to be tampering with or altering till receipts. Any attempts to submit any invalid till receipts may result in the participant's application being frozen and possibly deleted.
10. Participating machines are subject to availability, while stocks last.
  11. Participants who submit their claim will be eligible to share the offer with nominated friends by forwarding the promotional message to friends within WhatsApp or SMS.

12. Offer available for purchases made up to the stated closing date. Purchases made online must be delivered by no later than 23:59 on the stated closing date to qualify.
13. Qualifying participants have until 23:59 on 30/07/2024 to submit an application if the machine has been purchased within the valid offer dates. All offers are provided by the Promoter and not the retailers from which the product is purchased.
14. The actual price of the machines included in this promotion is at the sole discretion of the retailer and subject to variation across retailers.
15. This offer cannot be used in conjunction with any other offer and is subject to the Terms of Use.
16. This offer may be combined with in-store price promotions.
17. The Promotion is announced through the following channels: retailer websites and POS materials.

## II. Participation

18. Participation in the Promotion is (exclusively) open to UK & IE residents aged 18 and over.
19. The following are excluded from participation: (a) the employees of the Promoter and their partners or members of their families domiciled under the same roof, as well as (b) any person directly or indirectly involved in the organisation of this Promotion in any way.
20. Organised and/or collective participation in the Promotion will be considered as abuse and will result in the automatic exclusion from the promotion.
21. Participation is personal and nominative; in no case may the participant participate on behalf of others.
22. The Promoter reserves the right to exclude from the Promotion any participant who has provided invalid or false personal information.
23. Unfair practices such as, without limitation, scripts, software, robots or e-mail addresses, or any other process which makes it possible to automate participation without physical intervention, or, more generally, circumvention of these Promotion rules to participate in an unauthorised and / or fraudulent manner, are not allowed. The Promoter reserves the right to exclude any participant who violates this provision from participation in the Promotion and in future promotions by the Promoter.

## III. Course of the Promotion and determination of the participant

24. To participate in the Promotion, the participant must, during the Promotion Period:
  - a) Click on a link or scan a QR code.
  - b) Select WhatsApp or SMS to receive an application form.
  - c) Buy one (1) participating Nespresso machine as listed in clause 8 and keep a copy of the till receipt clearly showing their purchase made during the qualifying dates.
  - d) Fill in the necessary fields on the form including first name, last name, valid email address, and upload a picture of a valid receipt.
25. Maximum one entry per email address & mobile phone number permitted.
26. Uploaded receipts must be unique and used once.

## V. Code

27. If their application form is approved, participants will receive an SMS or WhatsApp message with their unique code and a website link to redeem it.
28. Successful participants will receive their code within 2 working days of an approved application.
29. The code will be distributed to the participant by our external partner Hashting UK Ltd.
30. The code will allow the participant to redeem 5 boxes of **Nespresso** Original capsules.
31. To redeem their capsules, participants should follow the link to the Nespresso website, add 100 or more original pods to their basket, and apply their unique promo code at checkout. The discount of £22.40 / €24.40 (the equivalent value of 50 free capsules) will be applied to the basket.

32. In the absence of a reaction (within the deadlines), or in the event of any other infraction in any way whatsoever (for example, if it appears that the participant does not meet the conditions for participation), the Promoter reserves the right not to grant a code.
33. Codes cannot be exchanged for cash or other goods or services. The code cannot be divided and can only be accepted as it is granted to the original applicant.

## **VI. Reviews**

34. Upon submitting an application form in accordance with these terms and conditions, participants will receive an automated SMS/Whatsapp message with instructions on how to enter a prize draw to for a chance to win £200 in cash by leaving an honest review (good or bad) of the Nespresso machine they purchased. There is one (1) prize to be won. This message will contain a link to the product review page on the website they purchased their machine from. Participants will only be able to leave one review and therefore will only be entered into the prize draw once. The product review promotion will be facilitated by Hashting UK Ltd.
35. After leaving a review, participants must then reply to the automated message with the title of their review under no later than five (5) calendar days after receiving the link. Participants will then receive a message to confirm that they have been entered into the prize draw.
36. The prize draw will take place fourteen (14) calendar days after the Promotion Period has ended and the winner will be selected at random from all valid entries by Hashting UK Ltd via a random number generator. The winner will be notified by Hashting by email ("Winner's Email") within five (5) working days of the draw. The prize is non-transferable.
37. Entrants must have a UK bank account.
38. Payment will be made via BACs transfer to the named winner's UK bank account within 10 working days of replying to the Winner's Email and confirming acceptance of the prize.
39. By taking part in the promotion the prize winner(s) agree that the Promoter may contact them to ask for their consent as to whether they want to participate in reasonable marketing activities and publicity relating to the promotion. Such publicity may include, without limitation, the entrants' name and/or if consent given, image or statements made by entrants concerning the promotion and/or prize obtained as part of the promotion. The winner(s) are not obliged to agree to any request.
40. The Promoter has the absolute discretion to refuse to include a participant in the prize draw where their review:
  - a) promotes excessive, irresponsible, or underage consumption of alcohol;
  - b) uses offensive, obscene, pornographic, abusive, false, misrepresenting, defamatory or malicious content;
  - c) includes or refers to other brands;
  - d) includes content to which someone else owns the copyright, without the requisite authorisations;
  - e) includes advertisements or solicitations of business; or
  - f) breaches these terms and conditions.

IP: By participating in the promotion, the entrants license and grants the Promoter an exclusive, royalty free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish, and display such content for any purpose in any media, without compensation, restriction on use, attribution, or liability. Participants agree not to assert any moral rights in relation to such use where the moral rights in respect of the content are theirs to assert. Participants warrant that the comments are their own, have not been copied, in whole or in part, from any third party and they have full authority to grant these rights.

## **VII. Personal Data**

41. Data Protection: The Promoter will only use the personal details supplied for the administration of the promotion and the auditing of the applications 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, if you are not opted-in into our general marketing email, you may still receive emails for this promotion only regarding your refund. Your personal details will always 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/legal>. You can request access to your personal data, or have any inaccuracies rectified, or request deletion of data by sending an email to: <https://www.nespresso.com/uk/en/service-customer-care>. 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. Any data obtained via this promotion will be deleted after three (3) months of the promotional end date.
42. The data collected by Hashting UK Ltd, will be used to facilitate delivery of the voucher code as per the Hashting privacy policy which can be found at [www.hashting.com/privacy](http://www.hashting.com/privacy). Hashting UK Ltd may also reach out to get feedback on specific promotions so that they can improve promotions and services.

### **VIII. Responsibility**

43. The Promoter is not responsible for any costs or expenses (such as internet connection, travel) incurred as part of the Promotion. The full cost of participation in the Promotion is borne by the participant.
44. Limitations of liability: Neither the Promoter, its agents or anyone professionally connected to the Promotion, assume any responsibility or liability for:
  - a) Any incorrect or inaccurate code entry, or for any faulty or failed electronic data transmissions.
  - b) Any unauthorised access to, or theft, destruction, or alteration of data at any point in the operation of this Promotion. Communications line failure, regardless of cause, with regards to any equipment, systems, networks, lines, satellites, servers, computers, or providers utilised in any aspect of this Promotion.
  - c) Inaccessibility or unavailability of the internet or the website or any combination thereof.
  - d) Regretfully, we cannot be held liable for system failures on the website.
45. The Promoter and / or third parties to whom it has called in the context of the Promotion are not responsible for faults and / or faults on / in or relating to the Internet, the Promotion Page or any website mentioned in these regulations, cable networks (or other relevant network), software or hardware as well as for any possible incorrect entry and / or processing of personal data.
46. The Promoter excludes for the rest all liability of the Promoter and / or third parties to which it has appealed within the framework of the Promotion, including the Refund and the Products, within the limits permitted by law.
47. In the event that this Promotion is advertised on Facebook, Instagram or other external channels, it is specifically pointed out that this Promotion is in no way sponsored, approved or administered by, or associated with, Facebook, Instagram or these other external channels, which are not responsible for this.

### **IX. Use of this promotion**

48. Participants are not permitted to: (i) resell or use this Promotion or its contents for commercial purposes; (ii) collect and use any product listings, descriptions, or prices; (iii) download or copy information for the benefit of another merchant; (iv) use data mining, screen scraping, or similar data-gathering and extraction tools; (v) modify the paper or digital copies of any materials you have printed off or downloaded in any way, nor (vi) use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
49. Links to this promotion from third party sites are permitted only upon approval from Hashting UK Ltd. Please contact us at [uk@hashting.support](mailto:uk@hashting.support) to seek such approval.

## **X. Final provisions**

50. No element of the Promotion or relating to it may be reproduced or published without the express prior written authorisation of the Promoter.
51. If one or more provisions of these Rules of Promotion should be considered void or be cancelled in whole or in part, the rest of the provision (s) in question and the Rules of Promotion will remain fully applicable.
52. In the event of circumstances outside the Promoter's reasonable control and only where circumstances make this unavoidable, the Promoter and those partnered with the promotion reserve the right to cancel or amend the promotion or these Terms and Conditions at any stage but will endeavour to minimise the effect to participants to avoid undue disappointment.
53. The participant is required to check these Promotion rules on a regular basis.
54. The Promoter also reserves the right not to attribute the Refund in the event of abuse or fraud to these rules.
55. Complaints or questions concerning these regulations and the Promotion, as well as requests in the context of the rights that participants may assert over their personal data, must be sent in writing to: Consumer Services, Nestlé UK Ltd, Haxby Road, York, YO91 1XY.
56. The Promotion and these Terms and Conditions will be governed by the laws of England & Wales but any disputes as to the meaning of these Terms and Conditions will be subject to the exclusive jurisdiction of the participant's local courts.
57. 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.

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