

Nespresso – Consumer Offer Terms and Conditions

<u>Schedule to Conditions of Offer</u>	
Promotion Name	Nespresso Mother's Day Promotion 2021 – Original Line Coffee Machines ("The Promotion").
Promoter	The Promoter is Nestlé Australia Ltd. ABN 77 000 011 316 trading as Nespresso Australia of Level 4, 201 Miller Street North Sydney NSW 2060.
Website	www.nespressopromotion.com.au
Eligibility Criteria	<p>Coffee Credit Claims can be submitted by:</p> <ul style="list-style-type: none">• Residents of Australia;• Who have purchased a Participating Product from a Participating Retailer during the Promotional Period;• Who are new/existing Nespresso Members;• Who have submitted a claim in accordance with the claim method;• Who have otherwise complied with these terms and conditions. <p>Nespresso Coffee Subscription claims can be submitted by:</p> <ul style="list-style-type: none">• Residents of Australia;• Who have purchased a Participating Product from a Participating Retailer during the Promotional Period;• Who are aged 18+;• Who are a new or existing Nespresso Member without an existing Nespresso Coffee Subscription plan (new subscribers only);• Who have submitted a claim in accordance with the claim method;• Who have completed the Coffee Credit redemption process;• Who have otherwise complied with these terms and conditions
Promotional Period	The Promotion starts at 12:01am AEDT on 29/3/21 and closes at 11:59pm AEST on 30/5/21.
Participating Products	<p>Offer 1 Participating Products include Creatista, Creatista Plus, Creatista Pro, Creatista Uno, Gran Lattissima, Lattissima One, Lattissima Plus, Lattissima Pro, Lattissima Touch and Nespresso Atelier Nespresso coffee machine ranges.</p> <p>Offer 2 Participating Products include CitiZ, CitiZ&milk, Essenza, Essenza Mini, Essenza Mini & Aeroccino3, Essenza Plus & Aeroccino3, Expert&milk, Gran Maestria, Inissia, KitchenAid, Maestria, Pixie, Prodigio and U Nespresso coffee machine ranges.</p> <p>Note: Availability of models and colours may vary by store.</p> <p>A Participating Product does not include:</p> <p>(a) Nespresso Business Solution machines; or</p>

	<p>(b) Commercial sales, second-hand, refurbished, trade seconds of similar products as determined by Nespresso in its sole discretion; or</p> <p>(c) Nespresso Vertuo machines.</p>
Participating Retailers	<p>Retailers who sell Participating Products in Australia and operate from shop fronts in Australia including both the physical shop front and online store operated by such retailers and which display promotional material.</p> <p>A Participating Retailer is not www.nespresso.com or Nespresso via phone 1800 623 033 or Nespresso Boutiques.</p>
Offer	<p>There are 2 offers associated with this Promotion.</p> <p>A) Coffee Credit Offer If you purchase a Participating Product from a Participating Retailer during the Promotional Period, you will receive either \$50 or \$20 to spend on your next Nespresso coffee order via redemption from Nespresso.</p> <p>Offer 1: Purchase any Offer 1 Participating Product from a Participating Retailer during the Promotional Period and receive \$50 to spend on your next Nespresso coffee capsule order via redemption from Nespresso ("Coffee Credit")</p> <p>Offer 2: Purchase any Offer 2 Participating Product from a Participating Retailer during the Promotional Period and receive \$20 to spend on your next Nespresso coffee capsule order via redemption from Nespresso ("Coffee Credit").</p> <p>Simply visit www.nespressopromotion.com.au for all details and to submit your Coffee Credit claim.</p> <p>B) Subscription Offer For both Offer 1 and Offer 2, you also have the option to receive \$50 off the 1st & 6th month (maximum \$50 for 1st month and \$50 for 6th month) if you sign up to a Nespresso Coffee Subscription Plan (either \$50, \$75 or \$100 monthly plan) by 11:59pm AEST 1/8/21.</p> <p>With a Nespresso Coffee Subscription, you pay a monthly fee, and you benefit from 10% extra monthly credit and free standard delivery with every order of 50 or more coffee capsules. E.g. Pay \$50 per month and receive \$55 to spend at Nespresso each month plus receive free standard delivery with every order of 50 or more capsules.</p> <p>Details:</p> <ul style="list-style-type: none"> • Claimants must redeem the first part of the offer (i.e. place and receive a coffee order using the \$50 or \$20 Coffee Credit), before they are eligible to redeem the subscription part of the offer. • The same Member account must be used for both the Coffee Credit and Subscription offer redemptions. I.e. The same person must claim the Coffee Credit and then go on to take up the subscription part of the offer. Therefore, the offer cannot be split across 2 different Nespresso Members.

	<ul style="list-style-type: none"> • There is a limit of one Nespresso subscription plan offer per Nespresso Membership account. • Nespresso Coffee Subscription Plan Terms and Conditions apply. These can be viewed at https://www.nespresso.com/au/en/legal. • The abovementioned Terms and Conditions apply with the following exceptions: <ul style="list-style-type: none"> ○ To subscribe, the Claimant must click on the link as provided by Nespresso. The Claimant cannot subscribe by visiting the Coffee Subscription section of the Nespresso website. ○ The \$50 off the 1st & 6th month subscription offer applies to the \$50, \$75 and \$100 monthly plans only. • Change of plan: You can change your plan type at any time, such as moving from the \$50 monthly plan to the \$75 monthly plan. However, if you change your plan after the 1st month and before the 6th month, you will not be eligible to receive \$50 off the 6th month. Rather, you will need to set up a new plan as per the current plans available at the time and your \$50 discount in the 6th month will be forfeited. • The subscription plan can be paused or cancelled at any time without financial penalty. • If claimants cancel before the 6th month, they will not be eligible to receive \$50 off the 6th month. • The value of the subscription offer is \$50 for the first month and \$50 for the 6th month. Claimants will need to pay additional monthly fees if they choose the \$75 or \$100 per month plans (\$25 or \$50 respectively). • Subscriptions will rollover unless cancelled by the subscriber and standard monthly fees will apply. • There will be a nominal charge of \$0.01 on your credit card if ordering the \$50/month plan and this \$0.01 will be deducted from your first coffee order once the subscription is set up. This fee is required so we can capture your credit card for ongoing monthly payments. If you choose the \$75 monthly plan, \$50 will be deducted from the first month, so you will only have to pay an additional \$25. If you choose the \$100 monthly plan, \$50 will be deducted from the first month, so you will only have to pay an additional \$50. • Should the eligible claimant fail to redeem a Coffee Subscription Plan by 11:59pm AEST 1/8/21 the subscription offer of \$50 off the 1st & 6th months will become null and void.
Claim Method	<p>To claim, claimants must:</p> <ul style="list-style-type: none"> (i) Go to a Participating Retailer; (ii) Purchase a Participating Product from a Participating Retailer during the Promotional Period; (iii) Be or become a Nespresso Member; (iv) Visit the Website (www.nespressopromotion.com.au) to submit the \$50 or \$20 Coffee Credit claim by 11:59pm AEST on 20/6/21. You will be required to upload a proof of purchase in the form of a receipt which shows Participating Retailer, Participating Product(s), the price and date of purchase. Claims without a valid proof of purchase will not be accepted.

	<p>(v) You will receive email correspondence from Nespresso to confirm that your Coffee Credit claim has been received, your claim has been approved and confirmation of the Coffee Credit being processed and instructions on how to redeem it. The Coffee Credit must be used in full in a single transaction of 50 capsules or more by 11.59pm AEST on 11/7/21 where minimum spend applies and the total order amount must exceed the Coffee Credit. Purchases can be made online (visit www.nespresso.com) or by phoning Nespresso on 1800 623 033 or by visiting a Nespresso boutique. Free standard delivery is included with redemption.</p> <p>(vi) Claimants must redeem the first part of the offer (i.e. place and receive a coffee order using the \$50 or \$20 Coffee Credit), before they are eligible to redeem the subscription part of the offer.</p> <p>When Claimants receive their coffee order using the Coffee Credit, they will receive details from Nespresso with how they can redeem the subscription offer. Claimants will need to visit www.nespresso.com/au/en/mday, choose the desired subscription plan (either \$50 monthly plan, \$75 monthly plan or \$100 monthly plan), read and accept the terms and conditions, and check out by 11:59pm AEST 1/8/21 to have \$50 deducted from the first month's payment.</p> <p>Note: There will be a charge of \$0.01 on your credit card if ordering the \$50/month plan and this \$0.01 fee will be deducted from your first coffee order once the subscription is set up. This fee is required so we can capture your credit card for ongoing monthly payments. For example, if you choose the \$75 monthly plan, \$50 will be deducted from the first month, so you will have to pay an additional \$25. Similarly, if you choose the \$100 monthly plan, \$50 will be deducted from the first month, so you will have to pay an additional \$50.</p>
Offer Delivery	<p>Coffee Credit The Coffee Credit for Offer 1 or Offer 2 will be provided to the claimant within 10 business days after their claim has been validated and processed by the Promoter. Free standard delivery is included with redemption.</p> <p>Subscription Offer Once claimants have received their coffee order using the Coffee Credit, they will have until 11:59pm AEST 1/8/21 to sign up to a Nespresso Coffee Subscription Plan in order to redeem \$50 off the 1st & 6th months.</p> <p>After ordering the subscription online and making the first subscription payment, claimants will receive an email to confirm that the subscription has been processed. The Nespresso credit will be added to a Nespresso account that is linked with your membership within 5 business days of receipt of the fees.</p>
Coffee Credit Conditions	<p>The Coffee Credit for Offer 1 or Offer 2 must be used to purchase Nespresso capsules from Nespresso channels where the Coffee Credit must be used in full in a single transaction by 11.59pm AEST on 11/7/21.</p>

	<p>Claimants need to purchase 50 capsules or more (5 sleeves where each contains 10 capsules) in order to redeem the Coffee Credit and the total order amount must exceed the Coffee Credit. Minimum spend applies.</p> <p>The Coffee Credit cannot be used in conjunction with any other Nespresso promotion, offer or discount.</p>
Minimum Spend	<p>The Coffee Credit for Offer 1 or Offer 2 must be used in full in a single transaction of 50 capsules or more and the total order amount must exceed the \$50 or \$20 Coffee Credit.</p> <p>Claimants will have to spend an additional amount in order to redeem the Coffee Credit. For example:</p> <p>For Offer 1: Claimants may purchase 70 capsules (7 sleeves where each sleeve contains 10 capsules) of Original Line Volluto capsules at \$0.73 per capsule at a total cost of \$51.10. Following application of the 50.00 Coffee Credit, the claimant will have a minimum spend of \$1.10 or</p> <p>For Offer 2: Claimants may purchase 50 capsules (5 sleeves where each sleeve contains 10 capsules) of Original Line Volluto capsules at \$0.73 per capsule at a total cost of \$36.50. Following application of the \$20.00 Coffee Credit, the claimant will have a minimum spend of \$16.50.</p>
Maximum Claims Permitted	<p>A maximum of three (3) claims in total will be accepted per customer during the Promotional Period for Offer 1 and Offer 2, provided each claim represents the separate purchase of a Participating Product. However, the claimant may only claim the \$50 off the 1st & 6th months Subscription offer once (1) per Nespresso Member..</p>
Other Conditions	<ol style="list-style-type: none"> 1. The Offer is available to Australian residents aged 18 years and over who provide an Australian postal address and comply with these Terms of Offer. Employees of Nestlé Australia Ltd, any company associated with Nespresso, any company acting as a service provider for Nespresso and the employee's immediate families are ineligible to claim this offer. 2. Use with other offers: This Offer is not available in conjunction with any other Nespresso promotion, offer or discount. The Offer is not valid for commercial sales, second-hand, refurbished, trade seconds or similar products as determined by Nespresso in its sole discretion. 3. Verification: Nespresso reserves the right to verify the validity of all claims and reserves the right to disqualify any individual claimant or group of claimants for tampering with the claim process. Proof of purchase documentation (in the form of a purchase receipt) must clearly show the Participating Retailer, the Participating Product, the price paid and the date of the purchase. The serial number of the machine must also be provided to Nespresso. Claim details that are ineligible or incomplete will be considered void. 4. Returns: Nespresso reserves the right to refuse any claim if the Participating Product is returned to the point of purchase.

	<p>5. Privacy: Nespresso collects claimants' personal information in order to conduct the Offer. All personal details are kept in accordance with the Nespresso Privacy Policy. Visit www.nespresso.com.au/en/pages/legal to access the Nespresso Privacy Policy.</p> <p>6. Receipt of claims: Claims are deemed to be received at the time of receipt into the Promoter's database. The Promoter is not responsible for incorrect, inaccurate, incomplete, late, lost or misdirected information caused by an entrant or occurring during transmission.</p> <p>7. Not transferable: All Offers unless stated to the contrary are not transferable & cannot be converted to cash.</p> <p>8. Australian Consumer Law: These terms and conditions do not exclude or limit the application of any statutory provision (including a provision of the Competition and Consumer Act 2010) where to do so would contravene that statute or cause any part of these terms and conditions to be void.</p> <p>9. Tampering: The Promoter reserves the right to disqualify any individual claimant or group of claimants for tampering with the claim process. Tampering includes but is not limited to the utilisation of techniques designed to make multiple claims that are not associated with a separate eligible purchase or submitting a claim which is not otherwise in accordance with these terms.</p> <p>10. Technical Malfunction: If for any reason this Promotion is not capable of running as planned, whether caused by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of the Promotion, the Promoter reserves the right in its sole discretion to modify the Promotion.</p> <p>11. Lay-bys: Lay-bys not paid in full by the end of the Promotional Period are excluded from this offer.</p> <p>12. Interest Free: Interest free purchases made at Participating Retailers are included in this offer. The claimant must provide Nespresso with the proof of purchase documentation (in the form of a receipt or valid invoice) that must clearly show the Participating Retailer, the Participating Product, the amount owing and the date of the purchase.</p>
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