

# *Beanz*

## PROMOTIONAL TERMS AND CONDITIONS

1. Instructions on how to participate in and claim any giveaway, sweepstakes, gift-with-purchase or other promotional offer or event made by Breville (as defined below) and related to *Beanz* (each an "Offer" or "Promotion"), as well as the Offer itself, form part of these promotional terms and conditions ("Promotional Terms"). Participation in any Promotion is deemed an acceptance of these Promotional Terms (in addition to [Breville's Terms of Use](#), which includes [Breville's Privacy Policy](#)) by the individual or entity (each a "Participant") submitting a claim or request for the discount, goods or other incentive offered under the Promotion (each a "Claim"). All Claims must comply with these Promotional Terms to be valid.
2. The promoter is Breville USA, Inc., a company incorporated in the State of California, U.S.A. and with a principal place of business at 19400 S. Western Ave., Torrance, CA 90501-1119, together with its Affiliates (hereinafter referred to as "Breville," "we," "us," or "our").
3. Each Promotion commences and closes on the dates and at the time(s) stated in the respective promotional offer ("Promotional Period"). Claims received after the Promotional Period will not be accepted.
4. Only one promotional offer may be redeemed at any time and cannot be combined with any other coupons or Promotions. There is a limit of one (1) Promotion per household per calendar year. Promotions are not transferable and are not redeemable for cash or credit and cannot be used to purchase gift cards. Promotions cannot be applied to past orders.
5. The terms of any Promotion, including but not limited to the Promotional Period, may change, be modified or cancelled at any time, with or without notice, by Breville in its sole discretion.

### **Submission, Eligibility and Validation of Claims**

6. To be eligible to submit a Claim under any Promotion, a Participant must be at least 18 years of age and a current legal U.S. resident. Participants must also be an end-user consumer, participating in the Promotion for their own use or benefit and not for commercial purposes, resale, or any other indirect purpose or use.
7. Promotions are void outside of the geographical territory identified therein ("Territory") and where prohibited, taxed or restricted by law. All Claims originating from outside of the Territory are void. All applicable national, state and local laws and regulations apply.
8. Promotional Terms are valid on and apply only to online orders and/or entries submitted online at the relevant site(s) identified in the Offer. Participants must successfully provide all required forms and complete information in compliance with Breville's instructions and/or online prompts, which may include providing information such as Participant's full name, contact telephone number, email address and residential address.
9. All Claims must be submitted within the Promotional Period. Early, late, incomplete or illegible Claims will be deemed invalid and Breville and its associated agencies accept no responsibility for lost, late, incomplete, incorrect or misdirected Claims, whether due to system errors, omissions,

interruption, deletions, defects, faulty transmissions or other telecommunications malfunctions and/or human error

10. Breville may, in its sole discretion, refuse any claim submitted by a Participant. Without limiting the generality of the foregoing, Breville reserves the right to invalidate, disqualify or cancel any Claim that is not in accordance with these Promotional Terms or if it believes that a Claim is based on an unauthorized or improper submission or other violation of these Promotional Terms. Breville also reserves the right to modify or cancel any Promotion due to system error or unforeseen problems. Ongoing Promotions are subject to change without notice. **All decisions of Breville are final in all respects and not subject to appeal of any kind under any circumstances. Failure by Breville to enforce any provision(s) of these Promotional Terms shall not constitute a waiver of those or any other provisions herein.**
11. If a promotional code is provided as part of the Promotion, it must be properly entered at the time of the online transaction in order to receive the relevant discount or benefit. If the promotional code is for a discounted order price, such discounts are applied prior to shipping, handling and sales tax charges. If the promotional code is for a discounted item, such discount is applied to the first product purchased and not, unless otherwise stated in the Promotion, applied to the entire cart subtotal. Promotional codes cannot be combined with other offers and can only be redeemed once per customer unless otherwise stated.
12. If the Promotion includes the delivery to Participant of a product, "gift" or item of any kind and such item(s) become unavailable, in whole or in part, Breville may elect, in its sole discretion, to substitute item(s) of comparable value and quality. Regardless of Breville's election in this regard, under no circumstances shall Participants be entitled to the receipt of substituted items or to any other compensation relative to the Promotion.
13. In many instances, Claims will be processed and/or delivered by third parties working with Breville. In such cases, Breville is not responsible for any delivery or processing delays.
14. Unless otherwise provided within the specific Promotion, Participants must not be an employee of Breville or of any agency associated with the Promotion or be an immediate family member (spouse, parent, child, sibling or spouse of a sibling) of such a person and/or those living in the same household of each such person.

#### Privacy

15. All claims submitted for Promotions remain the property of Breville. Breville and its agents collect personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, agents, contractors, service providers, offer suppliers and, as required, to governmental regulatory authorities. Eligibility for Promotions is conditional on providing this personal information. Breville and its agents may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a Participant. Participants acknowledge that the information they provide will be collected by or on behalf of Breville and may be disclosed to other group companies and to third parties that help Breville deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as required by law. These Promotional Terms are deemed to incorporate [Breville's Privacy Policy](#) and by claiming under a Promotion, each Participant accepts the terms

and conditions of our Privacy Policy. Participants should direct any request to access, update or correct information to Breville's Privacy Officer as identified in the Privacy Policy.

### **General**

- 16.** Any costs associated with making a claim under any Promotion are Participant's responsibility. Any and all taxes which may be payable as a consequence of participating in a Promotion or receiving a promotional offering are the sole responsibility of the Participant.
- 17.** Breville 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 a Participant's ability to participate in a Promotion.
- 18.** Subject to the [Terms of Use](#), as well as these Promotional Terms, and to the maximum extent permitted by law, Breville excludes all liability (including negligence) for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of any Promotion, including, but not limited to, where arising out of (i) any technical difficulties or equipment malfunction (whether or not under Breville's control); (ii) acts or omissions (including negligence) of any third parties or agents or representatives involved in the conduct of the Promotion; or (iii) any theft, unauthorized access or third party interference. By participating in a Promotion, Participants, to the fullest extent permitted by law, release, discharge, indemnify and hold harmless Breville and its third parties or agents or representatives involved in the conduct of such Promotion, as well as each of their respective employees and agents, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of such Promotion(s).
- 19.** Nothing in these Promotional Terms is intended to exclude, restrict or modify any consumer rights which, under applicable legislation may not be excluded, restricted or modified by agreement. If such legislation implies a condition, warranty or term into these Promotional Terms or provides statutory guarantees in connection with these Promotional Terms, in respect of goods and services supplied (if any), Breville's liability for breach of such a condition, warranty, other term or guarantee is limited to, at Breville's election, to the extent it is able to do so: (i) replacing the goods or supplying equivalent goods (ii) paying the cost of replacing the goods or of acquiring equivalent goods; (iii) supplying the services again; and/or (iv) paying the cost of having the services supplied again.
- 20.** By participating in any Promotion, Participants confirm that they consent to receive email messages from Breville regarding product updates or tips, Breville news and/or events and promotions to the email account(s) provided in Participant's Claim.
- 21.** Consumer promotion support is available at: 1.866.273.8455