



BEANZ COFFEE DAY 2022 GWP PROMOTION

FULL TERMS AND CONDITIONS

The following information on how to claim the offer forms part of these terms and conditions (“**Terms and Conditions**”). Participation in this Bean Promotion (“**Promotion**”) is deemed an acceptance of these Terms and Conditions. Claims must comply with these Terms and Conditions to be valid. Claimant must comply with the eligibility and claim requirements set forth herein in order for the claim to be valid.

1. The promoter is Breville USA, 19400 S. Western Avenue, Torrance, CA 90505 (“Promoter” or “Breville”).
2. The Promotion commences at midnight on Monday, September 19, 2022, and closes at midnight on Saturday, October 3, 2022 (“Promotional Period”). The Promotional Period may be extended in the sole discretion of the Promoter. Notwithstanding the foregoing, Claimant must submit the Online Claim by Monday, October 31, 2022.

DEFINITIONS

3. For the purposes of these Terms and Conditions:
 - a. “**Household**” means any of the following: spouse, ex-spouse, de facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother or step-brother (whether natural or by adoption), sister or step-sister (whether natural or by adoption), or first cousin.
 - b. “**Purchase**” means either making full payment for a Participating Product during the Promotional Period or successfully and validly purchasing a Participating Product by entering a final and binding finance agreement with Breville or an Authorized Retailer in relation to a Participating Product during the Promotional Period.
 - c. “**Proof of Purchase**” means generally a value-added tax (“VAT”) invoice or receipt clearly confirming a Purchase. Paper invoices and photos of the product/box do not qualify. Duplicate entries will be rejected. The Proof of Purchase must clearly specify:
 - I. the Participating Product that was Purchased including SKU or model # and name;
 - II. the price paid for the Participating Product with payment type (cash, check or last 4 digits of Credit Card);
 - III. the Retailer from which the Participating Product was Purchased; and
 - IV. the date that the Participating Product was Purchased during the Promotional Period and prior to the claim being made.

PARTICIPATING PRODUCTS

4. “**Participating Products**” (hereinafter, each a “**Participating Product**”, collectively, “Participating Products”) consist of the following Breville Products and are separated into two categories: “**Participating Products for**

Gift Pack 1” and **“Participating Products for Gift Pack 2”**. Participating Products include only new, original and not re-imported Breville Products or used equipment:

Participating Products for Gift Pack 1

- the Bambino
- the Bambino Plus
- the Barista Express
- the Barista Pro
- the Barista Express Impress
- the Barista Touch
- the Infuser
- the Duo-Temp

Participating Products for Gift Pack 2

- the Dual Boiler
- the Oracle
- the Oracle Touch
- the Dynamic Duo

GIFT

5. There will be two different Gift Packs offered (**“Gift”**). The Gift that Claimant receives will depend on the Participating Product that was Purchased as set forth below:
 - a. **Gift Pack 1:** For Purchases of Participating Products for Gift Pack 1 Claimants will receive a Beanz subscription consisting of the following:
 - i. 12 bags of coffee delivered over a maximum of six months
 - ii. More Details: This gift consist of 12 x 8oz to 12oz bags of coffee delivered at chosen frequency and volume. Claimant will receive 12 bags in total. (Approx. Retail value of \$200USD)
 - iii. Must choose between a minimum of 2 to maximum of 5 bags per delivery
 - b. **Gift Pack 2:** For Purchases of Participating Products for Gift Pack 2 Claimants will receive a Beanz subscription consisting of the following:
 - i. 24 bags of coffee delivered over a maximum of twelve months
 - ii. More Details: This gift consist of 24 x 8oz to 12oz bags of coffee delivered at chosen frequency and volume. Claimant will receive 24 bags in total. (Approx. retail value of \$400USD)
 - iii. Must choose between a minimum of 2 to maximum of 5 bags per delivery

ELIGIBILITY

6. To be eligible to claim a Gift, each **“Claimant”** must:
 - a. be a U.S. resident, currently living in the U.S. and with a valid postal address;
 - b. be aged 18 years old or over;
 - c. not be an employee of the Promoter or of any agency associated with this Promotion, or be a member of the same Household as such a person;

- d. be the Participating Product's end-user, meaning the Claimant must Purchase the Participating Product for their own use and not for commercial purposes, re-sale, re-supply, rental, hire purchase or any other indirect use;
- e. make a Purchase and retain the original Proof of Purchase with respect to that Purchase.

SUBMITTING CLAIMS AND REDEEMING GIFT USING VOUCHER CODE

7. To submit a claim and obtain a Voucher Code Claimant must:
 - a. Visit <https://www.breville.com/us/en/promotions/coffee-day-2022.html> and follow the instructions which include Claimant uploading the Proof of Purchase in order to receive a Voucher Code. Once the Claim is successfully validated, Claimant will receive a Voucher Code from Breville customer service.
 - b. Claims must be submitted by Monday, October 31, 2022;
 - c. In order to redeem the Gift, once Claimant receives their Voucher Code, Claimant must create an account on the Beanz website by visiting <https://www.beanz.com/us/en.html> and clicking 'Create Account'. Creating an account will require Claimant to enter a credit card, but Claimant's card will not be charged during this time;
 - d. Once Claimant has created their Beanz account, in order to redeem the Gift with the Voucher Code, Claimant must log into their Beanz account and add a qualifying purchase to their basket, then enter the provided code and Apply Discount. A qualifying purchase refers to a Beanz subscription and will apply to only the first Beanz subscription product that is added to the basket.
 - e. The Gift will consist of either Gift Pack 1 or Gift Pack 2, depending on the Participating Product that was Purchased as set forth above;
 - f. Please note that after Claimant has received their Gift, Claimant must cancel their subscription if they do not want to be charged in order to continue the subscription. Claimant will receive an email notification prior to their credit card being charged.

DELIVERY

8. After Claimant redeems their Gift using the Voucher Code, Promoter will endeavor to arrange the first delivery within 5 days of the notification email;
9. There will be no delivery fee for deliveries made within the United States. Change of delivery address must be done prior to order being shipped. If a delivery has already been dispatched before notification of any change of delivery address, Claimant may not receive the delivery and Breville will not be responsible or liable for the delivery.
10. If any portion of the Gift becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a gift of equal or greater value at the Promoter's sole discretion. Claimant will not be entitled to any additional compensation in the event that a gift has been substituted at equal or greater value.

INVALID CLAIMS

11. In the event that Promoter or the 3rd party agency determines in its sole discretion that a Claimant's Claim is invalid, that Claimant will be notified of the reason for this determination via the email address provided ("Invalid Claim Notification Email"). The Claimant will have until midnight on the 14th calendar day after the Invalid Claim Notification Email is sent to provide a valid Proof of Purchase, as applicable, by responding as set forth in the Invalid Claim Notification Email.

12. The Promoter may invalidate a claim if a Claimant fails to provide a valid Proof of Purchase by the 14th calendar day after the Invalid Claim Notification Email is sent, and the Claimant will not be eligible to receive the Gift.
13. The Promoter may, at any time, verify the validity of any claim and any Claimant (including a Claimant's identity, age and place of residence and Proof of Purchase) and disqualify any Claimant who submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process. All decisions of the Promoter are final and non-negotiable. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Breville reserves the right to request and inspect original purchase receipts, to check all claims for compliance with these Terms and Conditions and to request any missing Proofs of Purchase
14. Incomplete, indecipherable, or illegible claims will be deemed invalid. Claimant is responsible for ensuring the correct contact email address and other details are provided pursuant to the requirements herein and that the Promoter is notified of any updated details. The Promoter accepts no responsibility should a Claimant fail to notify the Promoter of correct details or of a change to those details pursuant to the requirements herein, or for otherwise providing incorrect information. Claims containing false, misleading or fraudulent information will not be processed, nor will submissions containing false, misleading or fraudulent information. Breville is entitled to exclude Claimants from the Promotion who do not fulfill the conditions of participation, violate the conditions of participation, provide incorrect personal details, or use dishonest means. If there is a reason for exclusion, Breville is entitled to prohibit such Claimant from receiving the Gift or – if it has already been supplied – demand its return.

PRIVACY

15. Claims remain the property of the Promoter. 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, shipping service providers and, as required, to regulatory authorities within and outside of the United States. Validity of claims may be conditional on providing this information. Breville and its agents may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and demographic purposes, including sending electronic messages or telephoning a claimant. These Terms and Conditions are deemed to incorporate Breville's privacy policy and by claiming under the Promotion, each Claimant accepts the terms and conditions of Breville's privacy policy. For details see <https://www.breville.com/us/en/legal/privacy-policy.html>.

GENERAL

16. Participation in this Promotion is deemed an acceptance of these Terms and Conditions as well as Breville's Promotional Terms and Conditions.
17. Limit of one (1) Gift applies per Household. Gifts are not redeemable for cash.
18. The Promoter and its associated agencies accept no responsibility for lost, stolen, late, damaged or misdirected claims.
19. This promotion is only available while supplies last
20. If a Participating Product is returned within six (6) months, the Gift must be returned immediately, or the corresponding refund will be issued less the value of the Gift.

21. If the “Right of withdrawal” for products purchased online is applicable and exercised in the country of purchase, the Gift must be returned or sent back together with the Participating Product immediately and in any case within the period and in accordance with the instructions stated in the terms on the retailer’s online website. If you purchased the Participating Product on the Breville website and change your mind within thirty (30) days after you have taken possession, the Participating Product as well as the Gift must be returned or sent back immediately and in any case within fourteen (14) days from either the day on which you inform us of the withdrawal of this contract, or proceed in accordance with our instructions, whichever is later. Breville reserves the right to assert compensation for damages subject to the statutory requirements.
22. Promotion may not be transferred, re-sold or combined with other offers, promotions or discounts and is subject to change or discontinuation without notice at any time. Offers do not apply to past orders, bulk orders, back-ordered items or out-of-stock items.
23. Any costs associated with this Promotion and making a claim is each Claimant’s responsibility. All taxes which may be payable as a consequence of receiving a Gift is the sole responsibility of the Claimant. All other ancillary costs including but not limited to insurance, taxes and any and all other expenses are the responsibility of the Claimant.
24. The Promoter 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 Claimant’s ability to participate in this Promotion.
25. Breville reserves the right to modify the Terms and Conditions of this Promotion during the Promotion and to adapt them to the changed circumstances. Breville reserves the right, without prior notice, to interrupt or terminate this Promotion at any time (including prematurely) or to extend it, without taking into account your interests or the interests of any Claimant. This applies in particular in cases of force majeure, unexpectedly high demand for Participating Products and in cases where the proper implementation of the Promotion cannot be guaranteed for technical and/or legal reasons. In the event of a change in the conditions of participation, every registered Claimant will be informed immediately by e-mail; the Claimant will be granted one (1) week from receipt of the e-mail within which to object to the new terms of the Promotion. The changed conditions of participation are deemed to be approved if the Claimant does not object within the deadline. Claimants may not refuse their consent without giving significant reasons.
26. Subject to these Terms and Conditions and to the maximum extent permitted by law, the Promoter (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, special or consequential, arising in any way out of the Promotion, including, but not limited to, where arising out of the following:
 - a. any technical difficulties or equipment malfunction (whether or not under the Promoter’s control);
 - b. acts or omissions (including negligent acts or omissions) of the Promoter’s officers, employees, representatives, or agents involved in the conduct of this Promotion;
 - c. any theft, unauthorized access or third-party interference;
 - d. any original Purchase documentation that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; and
 - e. any tax or other financial liability incurred by a Claimant.
27. By registering the Participating Product and receiving a Voucher Code, and by claiming the Gift, the Claimant agrees to these Terms and Conditions and further acknowledges that Claimant has read and accepted the Terms and Conditions of participation of the Beanz Promotion.

28. If any provision of these Terms and Conditions of Service 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. The same applies to possible regulatory gaps.
29. The law of the country of purchase shall apply.
30. Consumer promotion support is available at <https://www.beanz.com/us/en/support/contact-us.html>.