

Nespresso – Consumer Offer Terms and Conditions

<u>Schedule to Conditions of Offer</u>	
Promotion Name	Nespresso® Mother’s Day Promotion 2024 – Original and Vertuo Line Coffee Machines – coffee credit offer (“The Promotion”).
Promoter	The Promoter is Nestlé Australia Ltd. ABN 77 000 011 316 trading as Nespresso New Zealand of Level 3, 12-16 Nicholls Lane, Parnell Auckland 1010
Website	www.nespressopromotion.co.nz
Eligibility Criteria	<p>Coffee Credit Claims can be submitted by:</p> <ul style="list-style-type: none"> • Residents of New Zealand; • 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 (“Eligible Claimant”). <p>Note: MINIMUM SPEND APPLIES. Claimants will have to spend an additional amount in order to redeem the Coffee Credit. See Minimum Spend section below for details.</p>
Promotional Period	The Promotion starts at 12:01am NZDT on 01/04/2024 and closes at 11:59pm NZST on 20/05/24.
Participating Products	<p>Offer 1 Participating Products include: Creatista Pro, Creatista Plus, Creatista Uno, Gran Lattissima, Lattissima Touch, Lattissima One, Vertuo Creatista and Vertuo Lattissima Nespresso coffee machine ranges.</p> <p>Offer 2 Participating Products include: Vertuo Next, Vertuo Next & Aeroccino3, Vertuo Pop and Vertuo Pop & Aeroccino3.</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 (b) Commercial sales, second-hand, refurbished, trade seconds of similar products as determined by Nespresso® in its sole discretion; or (c) Nespresso® Citiz, Essenza or Inissia machines.</p>
Participating Retailers	Retailers who sell Participating Products in New Zealand 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>NOTE: The following are not Participating Retailers:</p> <ul style="list-style-type: none"> • Nespresso® online at www.nespresso.com; • Nespresso® via phone 0800 234 579; • Any Nespresso® Boutique; • The Nespresso® App; • The official Nespresso® eBay store.
<p>Offer</p>	<p>If you purchase a Participating Product from a Participating Retailer during the Promotional Period, you will receive either \$70 or \$40 Coffee Credit (claimed via redemption) to use toward your Nespresso® coffee capsule order from Nespresso® ("Coffee Credit").</p> <p>Offer 1: Purchase any Offer 1 Participating Product from a Participating Retailer during the Promotional Period and receive \$70 as a Coffee Credit (claimed via redemption) to use towards your Nespresso® coffee capsule order from Nespresso®; OR</p> <p>Offer 2: Purchase any Offer 2 Participating Product from a Participating Retailer during the Promotional Period and receive \$40 as a Coffee Credit (claimed via redemption) to use towards your Nespresso® coffee capsule order from Nespresso®.</p> <p>Simply visit www.nespressopromotion.co.nz for all details and to submit your Coffee Credit claim.</p>
<p>Claim Method</p>	<p>To claim, Eligible Claimants must:</p> <ul style="list-style-type: none"> (i) Purchase a Participating Product from a Participating Retailer during the Promotional Period; (ii) Be or become a Nespresso® Member; (iii) Visit the Website (www.nespressopromotion.co.nz) to submit the \$70 or \$40 Coffee Credit claim by 11:59pm NZDT on 20/06/24. You will be required to upload an itemised purchase receipt which shows Participating Retailer, Participating Product(s), the price of the Participating Products and date of purchase. Claims without a valid proof of purchase will not be accepted (note: retain original itemised purchase receipt); <p>Nespresso® will contact Eligible Claimants by email within 10 business days, to advise of the status of their Coffee Credit claim.</p> <p>Once approved, your Coffee Credit can be used towards coffee capsule purchases online at www.nespresso.com, by phoning Nespresso® on 0800 234 579, by visiting a Nespresso® boutique or via the Nespresso® App. Free standard delivery is included with redemption if ordering online or by phone. Please note: orders which utilise a Coffee Credit must meet the Coffee Credit Conditions and Minimum Spend Requirements (as stated below).</p>

<p>Coffee Credit Conditions</p>	<p>The Coffee Credit for Offer 1 or Offer 2 can only be used to purchase Nespresso® coffee capsules from Nespresso® online at www.nespresso.com, by phoning Nespresso® on 0800 234 579, by visiting a Nespresso® boutique or via the Nespresso® App.</p> <p>The Coffee Credit must be used in full in a single transaction by 11:59pm AEST 20/08/24, and the total order amount must exceed the \$70 or \$40 Coffee Credit. Coffee Credits are not transferable and cannot be redeemed for cash. The total order amount must exceed the Coffee Credit. The Coffee Credit cannot be used in conjunction with any other Nespresso® promotion, offer or discount.</p> <p>MINIMUM SPEND APPLIES. See below for details.</p>
<p>Minimum Spend</p>	<p>The Coffee Credit for Offer 1 or Offer 2 must be used in full in a single transaction by 11:59pm NZDT 20/08/24 and the total order amount must exceed the \$70 or \$40 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 \$1.03 per capsule at a total cost of \$72.10. Following application of the 70.00 Coffee Credit, the claimant will have a minimum spend of \$2.10 or</p> <p>For Offer 2: Claimants may purchase 40 capsules (4 sleeves where each sleeve contains 10 capsules) of Original Line Volluto capsules at \$1.03 per capsule at a total cost of \$41.20. Following application of the \$40.00 Coffee Credit, the claimant will have a minimum spend of \$1.20.</p> <p>These prices are used for illustrative purposes only and are correct at time of publishing. Prices are subject to change.</p>
<p>Offer Delivery</p>	<p>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 when redeeming (if ordering online or by phone).</p>
<p>Maximum Claims Permitted</p>	<p>A maximum of three (3) claims in total will be accepted per customer during the Promotional Period, provided each claim represents the separate purchase of a Participating Product.</p>
<p>Other Conditions</p>	<ol style="list-style-type: none"> 1. The Offer is available to New Zealand residents aged 18 years and over who provide a New Zealand postal address and comply with these Terms of Offer. Employees of Nestlé New Zealand Limited, any company associated with Nestlé New Zealand Limited, any company acting as a service provider for Nestlé New Zealand Limited 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. This Offer is not available at Costco (Costco is not a Participating Retailer). The Offer is not valid for commercial sales, second-hand, refurbished,

trade seconds or similar products. The Offer does not apply to Nespresso Professional (also known as Nespresso Business Solution) machines or capsules.

3. Verification: Nespresso has the right to verify the validity of all claims and may 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 may refuse any claim if the Participating Product is returned to the point of purchase, subject to the Consumer Guarantees Act 1993 [NZ].

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.nz/en/pages/legal to access the Nespresso Privacy Policy.

6. Receipt of claims: Claims are deemed to be received at the time of receipt into Nespresso's database. Nespresso is not responsible for incorrect, inaccurate, incomplete, late, lost or misdirected information caused by a claimant or occurring during transmission.

7. Not transferable: All Offers unless stated to the contrary are not transferable & cannot be converted to cash.

8. Stock Availability: The free / discounted Nespresso items or gifts are subject to stock availability and if there are stock availability issues, then Nespresso may supplement this offer with alternative items of equivalent or greater value or end the Promotion early. No cash alternative will be available in lieu of the stated items.

9. Consumer Guarantee: These terms and conditions do not exclude or limit the application of any statutory provision including a provision of the Consumer Guarantees Act 1993 [NZ] where to do so would contravene that statute or cause any part of these terms and conditions to be void.

10. Tampering: Nespresso may 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.

11. 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 Nespresso which corrupt or affect the administration, security, fairness or integrity of the Promotion, Nespresso (acting reasonably) may modify the Promotion.

	<p>12. Lay-bys: Lay-bys not paid in full by the end of the Promotional Period are excluded from this offer.</p> <p>13. 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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