



**BREVILLE EARN CASHBACK PROMOTION 2023
TERMS AND CONDITIONS**

The following information forms the terms and conditions ("Terms and Conditions") for the Breville Earn Cashback Promotion 2023. Participation in the Breville Earn Cashback Promotion 2023 ("Promotion") by you is deemed an acceptance of these Terms and Conditions. You must comply with these Terms and Conditions, including all eligibility and claim requirements set forth herein, to participate in the Promotion.

PROMOTION. Welcome to the Breville Earn Cashback Promotion 2023 promotion located at <https://earn-cashback.breville.com>. This Promotion allows you to enjoy cashback of up to \$200 (the "Full Cashback") on the purchase of any Participating Product when you buy coffee beans via subscription on beanz.com (details below in "Claiming your Cashback - How It Works").

PROMOTER. The promotor is Breville USA, Inc. a United States corporation, business number 1646922, with an address at 19400 S Western Ave, Torrance, CA 90501 ("Promoter" or "Breville"). Promoter is the supplier of the Participating Products.

PROMOTIONAL PERIOD. The Promotion commences at 00:00 EDT on August 1, 2023, and ends at 23:59 HST on December 31, 2023 (the "Promotional Period"). 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 participant.

CLAIMING YOUR CASHBACK - HOW IT WORKS.

- Purchase a Participating Product from Breville or a Participating Retailer and retain your original Proof of Purchase. The Promotion shall be applicable only to the purchase by you of a single Participating Product. You may not participate in the Promotion on behalf of others.
- Instore and online point-of-sale materials will tell you where can make your claim. You must register for the Promotion at <https://earn-cashback.breville.com> within 30 days from the Purchase of the Participating Product from Breville or a Participating Retailer. Registration will include uploading your Proof of Purchase in order for your claim to be validated. Following registration, once the claim is successfully validated, third party agency Opia Limited ("Opia Limited") will email a promotional code to you for activation.
- Create a user account at beanz.com. (You may create this account before or after the Purchase of the Participating Product.) If you're an existing beanz.com customer with a coffee subscription currently in place, you will need to contact our care team <https://www.beanz.com/us/en/support/contact-us.html> to have your promotional code manually applied to your account. You are not permitted to use more than one promotion at a time, or to otherwise combine active beanz.com related promotions.
- You must activate your Promotional Code within 30 days of receipt. To activate your promotional code, enter it into the promo code field of your order summary when you purchase your first beans from beanz.com.

- You will have a purchase period ("Purchase Period") of 24 months from the receipt of the Promotional Code to place your orders to recover the Full Cashback against the purchase of the Participating Product.

- For every 13 bags of coffee you purchase, Breville shall issue to you \$50 cashback by way of a digital prepaid debit card, up to and until you reach the Full Cashback against the purchase of the Participating Product.

- You must purchase 52 bags of coffee beans within the Purchase Period to obtain the Full Cashback against the purchase of the Participating Product.

- Only coffee beans purchased on a subscription basis will apply towards your promotional cashback.

ELIGIBILITY. To be eligible to participate in the Promotion, you must:

- Be currently living in the United States (excluding U.S. territories) and with a valid postal address in that country.

- Be aged 18 years old or older.

- 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.

- Be the Participating Product's end-user, meaning that you must Purchase the Participating Product for your own use and not for commercial purposes, re-sale, re-supply, rental, rent-to-own, or any other indirect use.

EXPIRATION OF PROMOTION AND CASHBACK. Your participation in the Promotion ends automatically upon completion of the Purchase Period. Though you may continue to purchase coffee beans from beanz.com, any unclaimed cashback from this Promotion will expire at the end of the Purchase Period. If at any time you breach these Terms and Conditions, your participation in the Promotion will end and you will be entitled to no additional cashback for the Purchase of your Participating Product. You may cancel your beanz.com subscription at any time, however, cancellation will terminate any further cashback under the Promotion.

INVALID CLAIMS. If Promoter or Opia Limited determine in their sole discretion that your claim to participate in the Program is invalid, you will be notified of the reason for this determination via the email address provided ("Invalid Claim Notification Email"). You 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.

The Promoter or Opia Limited 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 you will not be eligible to participate in the Promotion.

The Promoter or Opia Limited may, at any time, verify the validity of any participation in the Promotion and any participant in the Promotion (including their identity, age and place of residence and Proof of Purchase), and disqualify any participant who is not acting in accordance with these Terms and Conditions or who tampers with the Promotion 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.

Incomplete, indecipherable or illegible Proofs of Purchase will be deemed invalid. You are 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 if you should 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. Anything you provide to us containing false, misleading or fraudulent information will not be processed. Breville is entitled to exclude anyone from the Promotion who does not fulfill the conditions of participation, violates the conditions of participation, provides incorrect personal details, or uses dishonest means. If there is a reason for exclusion, Breville is entitled to prohibit such from participating in the Promotion.

PRIVACY. 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 your participation in this Promotion may be conditional on providing this information. Breville and its third party service providers may use the information to administer the Promotion in accordance with the privacy laws of the United States. These Terms and Conditions are deemed to incorporate Breville's privacy policy and by participating in the Promotion, you accept the terms and conditions of Breville's privacy policy. For details see <https://www.breville.com/us/en/legal/privacy-policy.html>.

GENERAL. 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.

Any costs (including ancillary costs such as insurance), expenses, and taxes associated with this Promotion are your responsibility. You agree to pay any shipping and handling charges shown at the time you make a purchase. We reserve the right to increase, decrease, add or eliminate shipping and handling charges from time to time, but we will provide notice of the charges applicable to you before you make your purchase.

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 your ability to participate in this Promotion. Breville reserves the right to modify the Terms and Conditions of this Promotion during the Promotion and to adapt them to the changed circumstances. 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, you will be informed immediately by e-mail; and you 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 you do not object within the deadline. You may not refuse consent without giving significant reasons.

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:

- any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
- acts or omissions (including negligent acts or omissions) of the Promoter's officers, employees representatives, or agents involved in the conduct of this Promotion;
- any theft, unauthorized access or third-party interference;
- 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
- any tax or other financial liability incurred by you or any other participant.

If any provision of these Terms and Conditions 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.

The law of the country of purchase shall apply.

Consumer promotion support is available at: support@earn-cashback.breville.com

DEFINITIONS. For the purposes of these Terms and Conditions:

"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.

"Participating Product" means any of the following:

The Oracle Touch – BES990, The Barista Touch Impress – BES881, The Barista Touch - BES880, The Barista Pro - BES878, The Barista Express Impress – BES876, The Bambino Plus – BES500, The Bambino – BES450, The Dynamic Duo – BEP920, The Oracle – BES980, The Dual Boiler – BES920, The Barista Express – BES870, The Duo Temp Pro – BES810, The Infuser - BES840, The Precision Brewer Thermal - BDC400, The Precision Brewer Glass - BDC450, The Precision Brewer Thermal - BDC455, and The Grind Control - BDC650, in all colors of the foregoing. This Promotion is not applicable for used or refurbished machines. This Promotion does not include any machines in our Nespresso range of products.

"Participating Retailer" means retailers authorized by Breville to participate in the promotion. This Promotion will not be available from any unauthorized resellers (e.g. those selling stolen or otherwise illegally procured products.)

"Proof of Purchase" means generally an invoice or receipt clearly confirming a Purchase as follows:

- If Purchased through a retailer: a receipt that shows the retailer that the product was purchased from and is not cropped/edited in any way.

- If Purchased through a retailer using a credit service: Proof of purchase that shows the retailer that the product was purchased from and is not cropped/edited in any way.

“Purchase(d)” 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 a Participating Retailer in relation to a Participating Product during the Promotional Period.