

## EU PEAK 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 EU Peak Promotion ("**Promotion**") is deemed an acceptance of these Terms and Conditions. Claims must comply with these Terms and Conditions to be valid.

1. The promoter is Sage Appliances GmbH, Campus Fichtenhain, 47807 Krefeld ("**Promoter**" or "**Sage**").
2. The Promotion commences at 12 am on 1<sup>st</sup> November 2023 and closes at 12 pm on 9<sup>th</sup> January 2024 ("**Promotional Period**"). The Promotional Period may be extended in the sole discretion of the Promoter. Claims received after the Promotional Period will not be accepted. Notwithstanding the foregoing, Claimants must submit their Online Claim Form by 12pm on 31<sup>st</sup> January 2024.
3. The Gift consists of contents as further described in these Terms and Conditions below ("**Gift**").
4. To receive the Gift, claimants must (a) purchase one of the Participating Products, described below and (b) satisfy the other eligibility and claim requirements set forth herein.
5. Limit of one (1) gift applies per household. Gifts are not redeemable for cash. This promotion is only available while stocks last.
6. Claims remain the property of the Promoter. Sage 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 Europe. Validity of claims may be conditional on providing this information. Sage and its agents may, for an indefinite period, unless otherwise advised, use the information to administer the campaign in accordance with the General Data Protection Regulation ("GDPR"). These Terms and Conditions are deemed to incorporate Sage's privacy policy and by claiming under the Promotion, each Claimant accepts the terms and conditions of Sage's privacy policy. For details see <https://www.sageappliances.com/eu/en/legal/privacy-policy.html>. Claimants are entitled to withdraw from participation in the Promotion at any time at: <https://www.sageappliances.com/uk/en/learn-more/right-to-withdrawal.html> thereby forgoing the Promotion and bringing about the deletion of their personal data.

## Definitions

7. For the purposes of these Terms and Conditions:
  - a. **"Immediate Family Member"** 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, sister, stepbrother, step-sister or first cousin.
  - b. **"Purchase"** means either making full and final 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 in relation to a Participating Product during the Promotional Period. This does not include layaways unless the final layaway payment is made during the Promotional Period.
  - c. **"Proof of Purchase"** means generally a value-added tax ("VAT") invoice or receipt clearly confirming a Purchase. The Proof of Purchase must clearly specify:
    - i. the Participating Product that was Purchased.
    - ii. the price paid for the Participating Product.
    - iii. the Participating Retail Store in which the Participating Product was Purchased.
    - iv. the date that the Participating Product was Purchased during the Promotional Period and prior to the claim being made.
  - d. **"Participating Products"** for this Promotion consist of the following Sage Products (hereinafter, each a **"Participating Product"**, collectively, **"Participating Products"**):
    - Barista Express Impress (Models: SES876BSS4EEU1, SES876BTR4EEU, SES876SST4EEU1, SES876DBL4EEU1)
    - Barista Touch Impress (Models: SES881BSS4FEU1, SES881BTR4FEU1, SES881BST4FEU1)
    - Oracle Touch (Models: SES990BST4FEU1, SES990BTR4EEU1, SES990BST4EEU1)
    - Oracle (Models: SES980BSS4EEU1, SES980BTR4EEU1)

## Eligibility and claims

8. To be eligible to claim a gift, each claimant must:
  - a. be resident and currently living in [Belgium, Netherlands, Luxembourg, Poland, France, Germany, Austria, Italy, Portugal, Spain, Switzerland], with a valid postal address;

- b. be aged 18 years old or over;
  - c. not be an employee of the Promoter of any agency associated with this Promotion, or be an Immediate Family Member of 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 in respect of that Purchase;
  - f. Visit <https://www.sageappliances.com/eu/nl/promotions/bonus-gift-pack-2023.html> ("**Website**") by 31<sup>st</sup> January 2024; and follow all of the prompts and instructions, which may include asking the claimant to do any or all of the following:
    - i. retain original packaging and Proof of Purchase;
    - ii. Register your product on the online claim form located at the Website ("**Online Claim Form**") and provide:
      - 1. information, including the claimant's full name, contact telephone number, email address and residential address;
      - 2. a scanned copy or photograph of the Proof of Purchase, clearly showing the model number of the Participating Product that was Purchased, the date of Purchase, the price paid and the Participating Retail Store.
9. The Promoter and its associated agencies accept no responsibility for lost, stolen, late, damaged or misdirected claims. Claimants must ensure that all personal details provided are correct.

#### Validation of claims

10. The Promoter will:
- a. ensure that the Proof of Model Number provided by a claimant is valid;
  - b. ensure that the Proof of Purchase submitted by each claimant is valid;
  - c. once a claimant's claim has been validated, Promoter will notify the claimant by the email address provided by the claimant to confirm that their claim was successful.

#### Gift

11. Items that comprise the Gift are set forth in the following table:

Gift Box	Units
the Bean Keeper Canister 16oz	1
the Knock Box Mini	1
Latte Art Training Cups with Saucers	2
Dual Wall Glasses Latte 6oz	2
Dual Wall Glasses Shot 3oz	2
<b>Total</b>	<b>8</b>

**Value of Gift is €169.90 / 899.00 zł, / 169.00 CHF**

## Delivery

12. For each claimant notified of a successful claim, Gift will be prepared for delivery within 5 working days. Delivery timelines will depend on standard carrier delivery times between Czech Republic and your country. You will receive an email with the shipping confirmation as soon as the order is picked up by the carrier. You will be further notified by the carrier on your provided email address or phone number of the delivery status updates. Should you require any changes to the delivery date or should you need to select a drop off or safe location, please contact DPD directly or visit the DPD website relevant for your country, using your order tracking number to track your order and make any delivery changes as per the DPD portal services.
13. There will be no delivery fee for deliveries made within Belgium, Netherlands, Luxembourg, Poland, France, Germany, Austria, Italy, Portugal, Spain, and Switzerland.
14. If any 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, subject to any written directions from the relevant authorities. Claimants will not be entitled to any additional compensation in the event that the Gift has been substituted at equal or greater value.
15. Please note that currently the following places are excluded from our delivery: The islands around the United Kingdom that are not part of the mainland, the British Isles (Isle of Man, Jersey and Guernsey), Livigno, Ceuta, Melilla, Madeira, the Canary Islands and the Balearic Islands. If you wish to receive products in an excluded territory of a country for which we do have a Sage shop Website, please contact our customer care team. The team will then create an order for you based on the product selected, and send you a quote excluding the delivery cost. It is your obligation to arrange the collection and delivery of your order from our warehouse at your own expense. In the event that Sage through no fault of its own is unable to deliver the ordered goods because our supplier does not fulfill its contractual obligations, we are authorized to withdraw vis-à-vis the purchaser.

## Invalid claims

16. In the event that Promoter determines in its sole discretion that a claimant has provided an invalid Proof of Model Number and/or Proof of Purchase, that claimant will be notified via the email address ("**Notification Email**") provided by the claimant of the reason for this determination. The claimant will have until 12pm on the fourteenth (14th) calendar day after the Notification Email is sent to provide a valid Proof of Model Number and/or Proof of Purchase, as applicable, by responding to the Notification Email.
17. The Promoter may invalidate a claim if a claimant fails to provide a valid Proof of Model Number and/or Proof of Purchase by the fourteenth (14th) calendar day after the Notification Email is sent.

18. The Promoter may, at any time, verify the validity of claims and claimants (including a claimant's identity, age and place of residence, Proof of Purchase and Proof of Model Number provided as part of a claim) and to 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 no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
19. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact email address and other details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should a Claimant fail to notify the Promoter of correct details or of a change to those details, or for otherwise providing incorrect information.

### **General**

20. If a Participating Product is returned, the Gift must be returned as well or a refund will be issued less the value of the Gift.
21. 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.
22. Any costs associated with this Promotion and making a claim is each claimant's responsibility. All taxes (excluding GST) 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 insurance, taxes (excluding GST) and any and all other expenses are the responsibility of the claimant.
23. 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.
24. Subject to these Terms and Conditions and to the maximum extent permitted by law, the Promoter (including its officers, employees and agents) 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 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 employees or agents involved in the conduct of this promotion;
  - c. any theft, unauthorised 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;
- e. any tax or other financial liability incurred by a claimant.

25. Consumer promotion support is available at:  
<https://www.sageappliances.com/eu/nl/promotions.html>