# **NESPRESSO & YOU**

These terms govern your membership in Nespresso operated by Nestlé Slovensko s.r.o. Please read these terms carefully.

This version of the Terms and Conditions entered into force on 18.6.2019.

## 1. What does Nespresso membership mean?

Nestlé Slovensko s.r.o., Košovská cesta 56/11, 971 01 Prievidza and Nestlé Nespresso SA (40 avenue de Rhodanie 1003 Lausanne ("we") operate a customer recognition program.

Membership is free. There are three membership levels; This level is determined by the number of years (seniority level) and the amount of capsules purchased within 12 months, starting with the first purchase of coffee. The purchase must be made by an identified member through e-commerce, Nespresso Boutiques or a customer service center in the Slovak Republic.

#### 2. How to become a member?

You become a member automatically by registering in our Nespresso Boutiques, through our Customer Service or online at www.Nespresso.com. We will ask you to provide your personal data.

The use of your personal information is governed by our Privacy Policy, which you should read carefully. By agreeing to these terms and providing personal information, you agree to the terms of the Privacy Policy.

Your membership starts the moment you successfully complete the registration form and receive a unique membership number. If you are already a member, your membership will be deemed to commence on the day you first purchased your coffee from Nespresso.

You must keep your membership number and password secure and do not disclose it to anyone other than us. You may not allow others to use your registration details and password to access the Website. You agree to notify us immediately of any unauthorized use of your registration data and password or any other breach of security of which you become aware.

To become a member, you must have had at least one paid coffee order in the last 12 months. Legal entities, trade associations and other commercial entities can become a member, but only one membership is available per person. Joint membership of several people is not available. Persons under the age of 18 are also excluded.

#### 3. Membership levels

Connoisseur: annual consumption of capsules < 800 and number of years < 5

Expert: annual consumption of capsules ≥ 800 and < 1500 or number of years ≥ 5 and < 10

Ambassador: annual consumption of capsules  $\geq$  1500 or number of years  $\geq$  10

The calculation of the level is carried out by cross-referring to the level of seniority of the member and the number of capsules taken. The collection of capsules is counted between two anniversaries. Your first anniversary relates to the first coffee purchase you made as an identified member through one of the Nespresso channels.

Anniversary means the month (not the day) of your first coffee purchase.

Seniority refers to the number of full years from the first coffee purchase in which at least one coffee purchase took place.

You can check your seniority and capsule collection in your Nespresso account.

If you become an inactive member (no invoiced and paid capsules in the last 12 months), your seniority will be reset.

Capsule collection means the number of capsules purchased (invoiced capsules within a valid order). Cancelled/returned orders are subtracted. The date of purchase refers to the date of shipment of the coffee capsules.

#### 4. Benefit of membership

The benefits of Nespresso membership are offered to you free of charge and are only for registrations and B2C products. The benefits of Nespresso membership do not apply to Nespresso Professional registrations and Nestlé epmloyees and Nespresso employees. We reserve the right to cancel or change all parts of the benefits or content of the Website at any time, at our sole discretion, at any time, with or without notice.

### a) Benefits available for Connoisseur, Expert and Ambassador levels:

Descaling set. For the perfect condition of your coffee machine, for every 1000 capsules purchased, you will receive a free descaling set from us. The number of capsules purchased is calculated from 18.6.2019.

Masterclasses. Accept our invitation and immerse yourself in the world of coffee at MasterClass seminars. You will learn where coffee comes from, what you can combine it with, and learn how to properly prepare basic coffee recipes. Masterclasses are held in all our Nespresso Boutiques and seat reservation is possible on www.Nespresso.com/cz/cs/events.

Extended warranty period to 3 years. After registering the coffee machine, the warranty period is extended to 3 years. The guarantee can be claimed upon presentation of proof of purchase of the coffee machine. In case of necessary repair, we will pick up your coffee machine and at the same time lend you a replacement coffee machine throughout the repair. This benefit applies to coffee machines purchased from 18.6.2019.

### b) Benefits available for Expert and Ambassador levels:

20% off accessories. 20% discount on the purchase of the accessories collection. The discount can be combined with other special offers. The discount does not apply to Chiara Ferragni Coffee Mug, milk frother products, coffee sweets, descaling of the coffee machine and spare parts.

### c) Benefits available for Ambassador levels:

Annual membership. You will receive a gift with an order placed in the month of your anniversary.

VIP event art tasting. Accept our invitation to a delicious gourmet meeting of coffee and gastronomy. We would like to give you an insight into the world of various combinations of snacks, spirits and coffee in our Nespresso Experience Center, a private space located high above the luxury-famous Pařížská Street. Book a seat for yourself and transport to this very exclusive evening www.Nespresso.com/cz/cs/events.

All benefits are subject to availability.

To see the benefits of your Nespresso market, please go to www.Nespresso.com.

### 5. Termination of membership

You may terminate your membership at any time by notifying Nespresso in writing, by email (Nespresso.sk@Nespresso.com) or by calling the toll-free number 0800 221 112. In this case, we will no longer use your personal data.

We may terminate your membership by written notice if you breach any of these terms or abuse the benefits.

We may change or terminate this Program at any time with three months' notice. We may immediately change or terminate this program or any membership in any jurisdiction if required to do so by applicable local law. We may change the benefits or conditions at any time without notice.

We disclaim, to the fullest extent permitted by law, any liability for any losses, damages and costs (whether direct, indirect, consequential or otherwise) arising directly or indirectly from your membership, benefits or use of any materials contained on this website, including, without limitation, any action or omission, whether such losses, claim or damages arise out of our negligence or otherwise.

If any provision of these Terms is or becomes invalid, illegal or unenforceable for any reason, it will be severed from these Terms and will be deemed to be removed from them and the validity of the remaining provisions will not be affected in any way.

Nespresso assumes no responsibility for any claims or damages arising out of the use of any benefits or services provided by a third party.

# 6. Entire Agreement

These Terms and Conditions, together with the Privacy Policy, constitute the entire agreement between you and us regarding your membership and benefits, which means that you will not be able to claim that we have made any representations or warranties other than those set out in the General Terms and Conditions of Sale.

Please note that additional General Terms of Sale and Terms of Use apply to the purchase of our products or services.

### 7. Right and jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the law of the Slovak Republic, without prejudice to All disputes or claims arising out of or in connection with these Business Terms and Conditions (including non-contractual disputes or claims) shall be subject to the jurisdiction of Bratislava.

#### Contact us

For questions or problems regarding the membership program, please contact the Nespresso Customer Service via email at Nespresso.sk@Nespresso.com.