

PROMOTION "WINTER PROMO. 50% DISCOUNT FOR 50 COFFEE CAPSULES PURCHASE AND FREE DELIVERY"

1. The organizer of the promotion "Winter Promo. 50% discount for the purchase of 50 coffee capsules and free delivery" is Nestlé Polska S.A. with its registered office in Warsaw (Nespresso Branch in Warsaw), address: 32 Domaniewska Street, 02-672 Warsaw entered in the register of entrepreneurs kept by the District Court for the Capital City of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, KRS number 0000025166, share capital PLN 42,459,600, fully paid up, NIP 527-020-39-68, BDO number 000016180 (hereinafter "Organizer"). The Organizer has the status of a large entrepreneur.
2. The promotion is addressed to customers of NESPRESSO, i.e. such consumers or entrepreneurs who, during the period of the promotion, will purchase NESPRESSO coffee machines, referred to in point 4 of these regulations, from entities which as part of their business activities are engaged in the resale of NESPRESSO coffee machines in networks: Media Saturn Holding Polska Sp. z o.o. (Media Markt), Euro-net Sp. z o.o. (Euro RTV-AGD; OleOle), Terg S.A. (Media Expert; Electro; Avans), Groupe SEB Polska Sp. z o.o. (Tefal Home&COOK Store), Komputronik Sp. z o.o., Morele.net Sp. z o.o., al.to sp. z o.o., KRUPS (tefal.pl; Official Krups account on Allegro Krups_Polska), Empik.com, Authorized Nespresso Store on Allegro (OmniHero) - (hereinafter "Vendors"). The rules of selling Nespresso machines, including their retail price, are fully determined by the respective Vendors themselves, and the Organizer has no influence on these rules. Entrepreneurs who operate in the HORECA channel (hotels, restaurants, cafes) cannot take advantage of the promotion.
3. The promotion starts from **02.12.2024** and will last until **02.03.2025**, i.e. the date of ordering the NESPRESSO coffee machine from a given Seller will be taken into account, however, in the case of ordering the NESPRESSO coffee machine via the Internet, the promotion is valid: **from 00.00 on 02.12.2024 to 23.59 on 02.03.2025** - the date and time of sending the order of the NESPRESSO coffee machine to the server of the online store of a given Seller will be decisive).
4. The promotion consists of the following **two separate promotional mechanisms**:
 - a) A participant who purchases any NESPRESSO Original line coffee machine from a Vendor during the promotion period will be entitled to purchase 50 of any NESPRESSO Original line coffee capsules from the Organizer at a one-time 50% discount. - While adhering to the rules set forth in these regulations. **The 50% discount will automatically accrue on the first 50 capsules in the shopping cart.**
 - b) The Participant who purchases any NESPRESSO coffee machine of the Vertuo line from the Vendor during the promotion period will be entitled to purchase from the Organizer 50 any capsules of NESPRESSO coffee of the Vertuo line at the regular price with a one-time discount of 50% while observing the rules set forth in these regulations. **The 50% discount will automatically accrue on the first 50 capsules in the shopping cart.**

The Organizer emphasizes that the aforementioned mechanisms can only be used by a Participant who meets all the conditions specified in these regulations, i.e. a Participant who buys a NESPRESSO coffee machine from the Seller during the period of this promotion, then registers this machine on himself/herself and who then buys NESPRESSO coffee capsules from the Organizer under the conditions described in the in these regulations. In particular, if a given Participant is indicated in the proof of purchase of a NESPRESSO coffee machine from the Seller

as the purchaser, then only this Participant may purchase coffee capsules from the Organizer in accordance with one of the aforementioned mechanisms.

5. The purchase of NESPRESSO coffee machines referred to in Section 4 of these regulations from Vendors, in accordance with Section 2 of these regulations. accordance with Section 2 of these regulations, can be made at the stationary stores of these Vendors or on their websites: www.mediamarkt.pl; www.euro.com.pl; www.oleole.pl; www.mediaexpert.pl; www.electro.pl; www.avans.pl; www.komputronik.pl; www.morele.net; www.empik.com; www.al.to; https://allegro.pl/uzytkownik/AS_Nespresso.

6. The purchase of a NESPRESSO coffee machine for the purposes of these Terms and Conditions shall be understood as a combination of: the Participant's placement of an order with a given Vendor in the manner referred to in sections 4 and 5 of these Terms and Conditions, respectively; the issuance of a document confirming the purchase (VAT invoice or fiscal receipt) by a given Vendor; and the Participant's payment of the price of a given NESPRESSO coffee machine to a given Vendor. In the case of payment by bank transfer, payment of the price shall be made on the date of crediting the bank account of the respective Vendor.

7. In order to take advantage of this promotion, the following conditions must be met together:

a) before placing an order for the correct number of NESPRESSO coffee capsules, the Participant should register the purchased NESPRESSO coffee machine in one of the following ways: (i) fill out the registration form at <https://www.nespresso.com/pl/pl/voucher>, (ii) fill out the registration form available at NESPRESSO Boutiques in Poland (a full list of boutiques' addresses is available at Nespresso.com), (iii) provide the data necessary for registration by phone via the toll-free hotline at (+48) 800 51 52 53. The Participant is obliged to complete the aforementioned registration in his/her own name and on his/her own behalf.

b) The Participant should order NESPRESSO coffee capsules from the Organizer, in accordance with item 4 a) or 4 b) **respectively, no later than 14 days from the date of purchase of the coffee machine;**

(c) the order of NESPRESSO coffee capsules referred to in item b) above from the Organizer should be made in one of the following ways: (i) via <https://www.nespresso.com/pl/pl/voucher>, (ii) at NESPRESSO Boutiques in Poland, (iii) by contacting the aforementioned Nespresso hotline.

d) with the order referred to in item b) above, the Participant is obliged to show the Organizer proof of purchase (VAT invoice or fiscal receipt) of the NESPRESSO coffee machine to which this promotion is related, i.e. the NESPRESSO coffee machine whose serial number the Participant entered in the registration form, by showing/attaching this proof to the aforementioned order. Without showing/attaching the proof of purchase to the aforementioned order, it will not be possible to take advantage of the promotion, i.e. the discount on selected NESPRESSO coffee capsules will not be calculated. The Organizer shall mark the fact that the Participant has taken advantage of the of the promotion in its system. The Organizer is entitled to question the proof of purchase if it refers to a different NESPRESSO coffee machine than the one indicated in the registration form and/or a proof of purchase that is illegible or contains alterations, deletions, has already been used before, etc. and/or the Organizer has found other irregularities (e.g. the proof of purchase indicates a different purchaser than the Participant).

8. The sale and delivery of the products ordered from the Organizer will take place in accordance with the Regulations - General Terms and Conditions of Sale of Nestlé Polska S.A. Nespresso Branch in Warsaw, available at www.nespresso.com.

9. The Participant's use of the terms and conditions of this promotion with respect to the purchase of a NESPRESSO coffee machine excludes the possibility of that Participant taking advantage of other promotional actions offered by the Organizer with respect to the same purchase of a NESPRESSO coffee machine, unless otherwise stated in the terms and conditions of other promotional actions offered by the Organizer. The purchase of NESPRESSO coffee capsules, under this promotion, shall not be combined with other promotions for the same products, including orders placed in connection with the launch of the NESPRESSO Plan, unless otherwise stated in the terms and conditions of other promotional actions offered by the Organizer.

10. Participants of the promotion may participate in it a maximum of 2 times (i.e. receive a discount on any NESPRESSO coffee for no more than 2 purchased and registered NESPRESSO coffee makers), provided that each time they meet the conditions of these Regulations.

11. Participants have the right to file complaints regarding the conduct and results of the promotion specified in these Regulations. Complaints may be filed through any communication channel. At the same time, it is recommended to submit a complaint: i) by drawing up a complaint in writing and sending it by registered mail to the Organizer's address indicated in item 1 of these regulations, or ii) through the contact form available at www.nespresso.com, within the recommended deadline of 30 days from the date of termination of this promotion. The complaint should include the Participant's identifying information. In order for the complaint process to run smoothly, please also describe the subject of the complaint. The Organizer will respond to the complaint on paper or other durable medium within 14 days of receipt.

12. The co-administrators of the personal data collected under this promotion are: Nestlé Polska S.A. with its registered office in Warsaw: 32 Domaniewska Street, 02-672 Warsaw, and Nestlé Nespresso S.A. with its registered office in: Chaussée de la Guinguette 10 1800 Vevey, (hereinafter collectively referred to as "Nespresso"). All requests, questions and demands concerning personal data processed by Nespresso or related rights should be addressed in writing to: Nestlé Polska S.A., 32 Domaniewska Street, 02-672 Warsaw, or by email to: **data.privacy@pl.nestle.com**. For more on the processing of personal data by Nespresso, please visit www.nespresso.com, under Privacy Policy.

13. The Organizer reserves the right to amend these Regulations in connection with and in the event of the occurrence of at least one of the following important reasons (in isolation): (i) a change in the law, a change in case law, a change in the approach of public administration bodies, insofar as they concern the Rules and Regulations and make it necessary to amend them, (ii) a change of company data, contact details or URLs included in the Rules and Regulations; (iii) an adjustment of the content of the Rules and Regulations in connection with technological and IT advances affecting the provisions of these Rules and Regulations or an adjustment to the Rules and Regulations to the needs of the Participants, provided that the above changes are not disadvantageous to the Participants, (iv) the necessity to introduce changes other than the above mentioned ones, provided that they meet the following conditions together: (i) they comply with the law (including, in particular, not violating individual or collective interests of consumers); (ii) they are beneficial to current and potential Participants; (iii) their introduction is necessary for the proper implementation of the promotion. Amendments to the regulations will always take effect

in the future, from the moment the amendment is published. The rights acquired before the change shall remain unchanged.

14. In matters not regulated by the Rules and Regulations, generally applicable legal regulations shall apply.