TERMS AND CONDITIONS OF THE "MY LAVAZZA" PROGRAM

These Terms and Conditions (the "**Terms**") govern the "MY LAVAZZA", the Loyalty Program (the "**Program**") promoted by **Lavazza Coffee UK Limited (the "Promoter")**. The Program entitles Participants to special benefits, offers, and promotions. By registering for the Program, Participants agree to be bound by these Terms. The <u>Privacy Policy</u> governs how your data will be handled during your participation in the Program.

This Program is governed by the laws of England and Wales. The Courts of England and Wales shall have exclusive jurisdiction in relation to any matter related to the Program

1. Eligible Participants

The Program is open only to individual UK residents who (i) are 18 years or older, (ii) have a valid lavazza.co.uk Private account (iii) order products on lavazza.co.uk for UK home delivery or buy Lavazza products from physical stores in the UK and (iv) have consented to these Terms (the "**Participants**"). The Program is not open to corporations, associations, groups or other legal entities nor to employees, contractors, or subcontractors of the Promoter.

The Promoter reserves the right to suspend, restrict, or terminate the participation of any Participant where it suspects fraud or abuse in relation to the Program.

2. Duration

The Program will commence from **4 December 2024** and automatically terminate on **3 December 2029**, unless extended or terminated early in accordance with these Terms. Notwithstanding the foregoing, Promoter may terminate the Program at any time by providing no less than 30 days' notice.

For the purposes of administering the Program, a "**Participant Year**" means the 12 month period commencing on the date a Participant enrols in the Program, and each anniversary thereof.

3. Tiers

Participants will be allocated to Program tiers ("**Tiers**") based on the Beans they accumulate during their participation in the Program.

Participants may be entitled to different discounts, access to content and special offers, and earn rates on the Beans they can earn per purchase ("Ongoing Tier Benefits") depending on which Tier status they have achieved. Ongoing Tier Benefits available at each Tier shall either replace or include the Ongoing Tier Benefits that are available in the preceding Tier (as applicable)].

When a Participant achieves a given Tier status by meeting the requirements to reach such Tier status in a given Participant Year, they will retain the Ongoing Tier Benefits they have achieved associated with such Tier for both the remainder of the Participant Year in which they achieved the Tier status, and for the subsequent Participant Year. Subject to the foregoing the Participant's Tier status will reset to the lowest Tier at the end of each Participant Year.

Participants may be entitled to Beans, prizes, coupons or other single use or one time benefits, for achieving a certain Tier status ("**Tier Achievement Benefits**"). Tier Achievement Benefits for each Tier shall be awarded once per Participant Year and only when the Participant meets the requirements for achieving such Tier status in that Participant Year. No Tier Achievement Benefits shall be awarded for remaining in a Tier beyond the Participant Year in which it is awarded.

Eligibility for achievement for Tiers, movement between the Tiers and the associated Ongoing Tier Benefits and Tier Achievement Benefits of each Tier shall be determined by the Promoter from time to time and communicated to Participants through their Account.

4. Beans

Participants shall earn a specified amount of beans ("**Beans**") for purchases they make or activities they undertake pursuant to the Program and Promoters instructions and terms and conditions. The amount of Beans shall be determined by the Promoter from time to time and communicated to Participants through their Account. Where the number of Beans awarded are calculated with reference to a price paid by the Participant, this shall be the price minus any shipping, logistics, taxes, discounts, promotional credits, refunds or reduction (howsoever arising and applied).

In order to earn Beans for purchases made on the Lavazza.co.uk, Participants must ensure they are logged in to their Lavazza.co.uk account, which is the same they use to participate in the Loyalty Program.

In order to earn Beans for purchases made in store, Participants must upload the required evidence in accordance with the Promoter's instructions from time to time. This shall include but not be limited to, a clear indication of Lavazza products purchased, the amount paid for such products, and the unique receipt number for such purchase. Only receipts from participating retailers will be accepted. Participating retailers from time to time will be communicated on the Program website and to the Participants through their Account.

Beans generated by completion of purchases or Missions will be reflected on the Participant's Program account within 30 days provided they have passed Promoter's validity fraud checks.

Purchases will not earn Beans to the extent that they are paid for with gift cards, discount coupons, or Beans.

Promoter may, at its sole discretion, delay award of Beans, reduce the number of Beans awarded, and erase the Beans awarded to a Participant for any good faith reason, including but not limited to where:

- Beans have been awarded in connection with purchases that have not been completed or have been cancelled or refunded;
- · Evidence of purchase has not been provided in accordance with Promoter's instructions; or
- Promoter suspects fraud, abuse of the Program, or any behaviour that is not in accordance with the spirit of the Program or the good faith participation in the Program

Beans:

- may not be purchased
- may not be transferred to other persons or Participants
- may not be withdrawn for cash
- may not be used outside of the UK nor on any website other than Lavazza.co.uk (including but not limited to other websites and webstores that bear the Lavazza brand)
- do not constitute the property of any person or Participant
- do not constitute a contractual obligation by the Promoter to the Participant
- have no cash value

Where Participant earns Beans that would move them into a different Tier status, the Tier status for the purposes of determining the Beans earned will be the Tier status before such Beans are earned.

Accumulated and unused Beans shall expire at the end of each Participant Year. Beans will automatically expire upon the termination of the Program or Participant's participation in the Program.

5. Amendment and Termination

Promoter may update these Terms at any time to a) reflect changes in the eligibility for and operation of the Program, b) for legal, regulatory, or security reasons, c) to prevent fraud, abuse, or harm or d) for any good faith reason to ensure the sustainable operation of the Program. Promoter shall use reasonable endeavours to provide notice of any material change. Participant agrees that they do not require notice of non material changes or clarifications to these Terms. If a Participant does not agree to any of these Term or change to the Terms, they should cease to use the Program and terminate their Program Account. Use of the Program after any update to the Terms shall constitute acceptance of those Terms.

Promoter may terminate the Program at any time by providing no less than 30 days' notice.

6. Miscellaneous Terms and Limitations

If for any reason the Program is not capable of operating (including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Program), the Promoter reserves the right (subject to any written directions given under applicable law) to disallow any claims related to the Program at its sole discretion or to cancel, terminate, modify or suspend the Program.

Any tax liability, including disclosure, connected with the receipt or use of Beans points is the sole responsibility of the Participant. Purchases made prior to a Participant's enrolment in the Program are not eligible to earn Beans.

Except as required by law, the type, quality or fitness of goods or services provided through the Program, including, but not limited to the Benefits and Rewards, have no express or implied warranties or representations. Promoter hereby disclaims the implied warranties of merchantability and fitness for a particular purpose, and to the maximum extent permitted by law, and expressly disclaims any and all liability (including indirect, consequential and special losses, and any loss of profit, revenue, and opportunity) relating to the Program or the Benefits or Rewards. Benefits and Rewards may be subject to further terms and conditions. Nothing in these Terms operate to exclude such terms and conditions which shall apply in full.

Except where liability cannot be limited by applicable law, Promoter's liability to Participant in connection with the Program, howsoever arising, shall not exceed £50.

The Promoter reserves the right to withdraw, vary, cancel, or suspend an element of a Benefit or a Reward if, due to circumstances outside of its control, that element is no longer available. The Promoter will not be responsible for, or liable to any Participant if all or part of a Benefit or a Reward

is not available or must be varied or cancelled for any reason. In the event of unforeseen circumstances, the Promoter reserves the right to substitute an element of the Benefit or the Reward for an alternative of equal or greater value.

The Promoter is not responsible for any third-party acts or omissions.

If an act, omission, event, or circumstance occurs which us beyond the reasonable control of the Promoter, and which prevents the Promoter from complying with these Terms and Conditions, then the Promoter will not be liable for any failure to perform or delay in performing its obligation.

The Promoter's decision regarding any aspect of this Program is final and no correspondence will be entered to.

Vouchers & Benefits Terms and conditions

£5 Lavazza Voucher/£5 off your next order on our website

Registered users are entitled to a £5 discount on orders with a minimum value of £5.01. This offer is valid for registered users My Loyalty Reward Program users only; guests and non-registered users are not eligible. Each user may use the promotion once during their loyalty year. The £5 discount is applied to the total order value before shipping costs, and free shipping is not included as part of this promotion. Subscriptions do not contribute to reaching the minimum order value required for this promotion. The offer is valid for all product categories and all items within those categories, including already discounted products. This promotion cannot be exchanged for cash or used in conjunction with any other promotional offers unless explicitly stated. Lavazza reserves the right to amend or cancel the promotion at any time without prior notice.

£10 off your next order on our website

Registered users are entitled to a £10 discount on orders with a minimum value of £10.01. This offer is valid for registered users My Loyalty Reward Program users only; guests and non-registered users are not eligible. Each user may use the promotion once during their loyalty year. The £10 discount is applied to the total order value before shipping costs, and free shipping is not included as part of this promotion. Subscriptions do not contribute to reaching the minimum order value required for this promotion. The offer is valid for all product categories and all items within those categories, including already discounted products. This promotion cannot be exchanged for cash or used in conjunction with any other promotional offers unless explicitly stated. Lavazza reserves the right to amend or cancel the promotion at any time without prior notice.

£15 Lavazza Voucher/£15 off your next order on our website

Registered users are entitled to a £15 discount on orders with a minimum value of £15.01. This offer is valid for registered users My Loyalty Reward Program users only; guests and non-registered users are not eligible. Each user may use the promotion once during their loyalty year. The £15 discount is applied to the total order value before shipping costs, and free shipping is not included as part of this promotion. Subscriptions do not contribute to reaching the minimum order value required for this promotion. The offer is valid for all product categories and all items within those categories, including already discounted products. This promotion cannot be exchanged for cash or used in conjunction with any other promotional offers unless explicitly stated. Lavazza reserves the right to amend or cancel the promotion at any time without prior notice.

£20 Lavazza Voucher

Registered users are entitled to a £20 discount on orders with a minimum value of £20.01. This offer is valid for registered users My Loyalty Reward Program users only; guests and non-registered users are not eligible. Each user may use the promotion once during their loyalty year. The £20 discount is applied to the total order value before shipping costs, and free shipping is not included as part of this promotion. Subscriptions do not contribute to reaching the minimum order value required for this promotion. The offer is valid for all product categories and all items within those categories, including already discounted products. This promotion cannot be exchanged for cash or used in conjunction with any other promotional offers unless explicitly stated. Lavazza reserves the right to amend or cancel the promotion at any time without prior notice.

Free shipping off your next order/Free shipping off your next 3 orders

Registered users are entitled to free shipping on orders with a minimum value of £0.01. This offer is valid for registered users only; guests and non-registered users are not eligible. Each user may use the promotion once during their loyalty year. The promotion is applicable to all product categories and all items within those categories, including already discounted products. Subscriptions also contribute to reaching the minimum order value required for this promotion. This promotion cannot be exchanged for cash or used in conjunction with any other promotional offers unless explicitly stated. Lavazza reserves the right to amend or cancel the promotion at any time without prior notice.

Tier Prize Draw Terms & Conditions

These are the terms and conditions ("Rules") that apply to the prize draws that are Ongoing Tier Benefits of respective Tiers ("Tier Prize Draws"). Participants agree to these Rules as part of their agreement to the Terms.

Eligibility and participation

Tier Prize Draws may be communicated by the Promoter on the Program site and/or through the Participant's Account from time to time.

All participants in the Program who meet the criteria for a required Tier Status at the time of such Tier Prize Draw shall be eligible and automatically entered in to that Tier Prize Draw.

Prizes:

Prizes ("**Prizes**") shall be communicated by the Promoter at the same time as communicating the Tier Prize Draws on the Program site and/or through the Participant's Account from time to time.

Prize conditions:

The Prize is non-transferable, non-refundable, non-exchangeable and no cash alternative is available. However, if Promoter considers it appropriate, or if it becomes necessary for reasons beyond Promoter's control, a Prize may be varied or swapped for a suitable alternative in Promoter's discretion.

Winner selection:

All eligible entries will be entered into a random draw. The winners will be randomly selected from all eligible entries within ten (10) working days following the end of the random draw.

Winner notification:

The winner will be notified using any of the contact details linked to the winner's Lavazza.co.uk account

Promoter will make reasonable efforts to contact the winner, but it is the winner's responsibility to monitor their voicemail and email account, including any junk mail folder, for receipt of the notification.

Claiming the Prize:

The winner must accept the Prize by confirming their eligibility and acceptance within two (2) working days of the date of the initial winner's notification. The Prizes may be time-sensitive and therefore failure to accept the Prize by the deadline may result in the Prize being forfeited and the selection of an alternative winner. Alternative winners will be selected and notified as set out above and must claim the Prize within two (2) working days.

Cancellation and variation:

Promoter reserves the right to vary, suspend or cancel the Tier Prize Draws and/or these Rules if it considers it necessary or appropriate to do so, including if there is any actual or anticipated breach of applicable law or if variation, suspension or cancellation is necessary due to an event outside Promoter's reasonable control. In the event of cancellation, the Prize may be awarded to a winner drawn from entries received prior to cancellation.

Disqualification:

Without limiting the options available to Promoter, Promoter reserves the right at any time to disqualify entries or entrants (including the winner) that Promoter regards as being in breach of these Rules, any applicable laws, any terms and conditions referred to in these Rules or the spirit of the Promotion.

Disclosure of winner's details:

By entering this Promotion, each Participant acknowledges that in the event of a win their surname and county of residence may be disclosed to persons enquiring, where permitted by law. Any entrant may object to their information being made available in this way, or may request that the amount of information made available be reduced, by contacting Promoter using the contact details at the end of these Rules. In these circumstances, the entrant acknowledges that Promoter may nevertheless disclose the relevant information, and the entrant's entry, to the UK's Advertising Standards Authority if required to do so. This may happen where Promoter is required to demonstrate that it has awarded the prizes advertised.