



THE BARISTA TOOL KIT GIFT WITH PURCHASE 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 the Barista Tool Kit Gift with Purchase ("**Promotion**") is deemed an acceptance of these Terms and Conditions. Claims must comply with these Terms and Conditions to be valid.

1. **PROMOTER.** The promoter is Breville USA, Inc. a California corporation, with an address at 19400 S Western Ave, Torrance, CA 90501 ("**Promoter**" or "**Breville**"). Promoter is the supplier of the Participating Products.
2. The Promotion commences at 12:00 AM on December 14, 2023 and is valid while supplies last. ("**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.
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.

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: Oracle/Dual Boiler Series: the Oracle Touch - BES990, the Oracle - BES980, the Dual Boiler - BES920, the Dynamic Duo - BEP920; Barista Series: the Barista Touch Impress - BES881, the Barista Touch - BES880, the Barista Pro - BES878, the Barista Express Impress - BES876, the Barista Express - BES870; Bambino Series: the Bambino Plus - BES500, the Bambino - BES450, the Bambino Plus & Baratza Encore ESP Bundle - BEP501; Other: the Duo Temp Pro - BES810, the Infuser - BES840.

"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.

Eligibility and claims

6. To be eligible to receive a Gift on purchases made on Breville.com, each claimant must:
 - a. be resident and currently living in the United States (excluding U.S. territories) with a valid postal address;
 - b. be aged 18 years old or over;
 - c. not be an employee of the Promoter or be an Immediate Family Member of such a person;
 - d. purchase the Participating Product for personal use and not for commercial purposes, re-sale, re-supply, rental, hire purchase or any other indirect use;
 - e. Make a Purchase of a Participating Product.
7. To be eligible to claim a gift on purchases made at a participating retailer, each claimant must meet the requirements of #6 and:
 - f. Retain the original Proof of Purchase in respect of that Purchase;
 - g. Call 866-273-8455.
8. The Promoter accepts no responsibility for lost, stolen, late, damaged or misdirected claims. Claimants must ensure that all personal details provided are correct.

Validation of claims

9. 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

10. Items that comprise the Gift (The Barista Tool Kit, BES024NEU0NUS1) 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 |
| Measuring Scale | 1 |
| Total | 9 |

Value of Gift is \$199.95

Delivery

11. 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 Torrance, California and your state. 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.
12. 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.

Invalid claims

13. 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.
14. 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.
15. 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 provide incorrect information.

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

16. 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.
17. Promotion may not be transferred or re-sold 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.
18. 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.
19. 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.
20. 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.

21. Consumer promotion support is available at: 866-273-8455.