

## TERMS & CONDITIONS

*A selected gift to celebrate the opening of the POP-up boutique in Złote Tarasy in Warsaw*

1. This promotion is organized by Nestlé Polska S.A. with its registered office in Warsaw, NESPRESSO Division in Warsaw, located at Domaniewska 32, 02-672 Warsaw, entered into 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, under KRS 0000025166, NIP 527-020-39-68, BDO 000016180, having share capital of PLN 42,459,600 fully paid up, having status of a large entrepreneur, hereinafter referred to as the Organiser.
2. The promotion shall run from **20.10.2023 r. until 21.10.2023** or until products provided by the Organiser to be given as gifts are sold out depending on what comes first.
3. This promotion is addressed to Nespresso customers registered in the Nespresso Club (members of the Nespresso Club) who are consumers or entrepreneurs who make a purchase from the Organizer in accordance with Section 4 below (hereinafter referred to as Participants) during the promotion period, excluding employees of the Organizer and entrepreneurs who operate in the HORECA channel (hotels, restaurants, cafes).
4. This promotion consists of the possibility of receiving one piece of a product of the customer's choice as a gift from the Organiser, i.e. Tote Bag GWP (SKU 3844), or Towel Upcycled Beach Pouch GWP (SKU 123465), or Jute Tote Bag GWP (SKU 3775), provided that the Participant simultaneously purchases from the Organiser any product from the Organiser's offer at the regular price.
5. Each Participant of the promotion can take part in it 1 time.
6. Participants of this promotion may use it in Nespresso POP-up boutique in Złote Tarasy in Warsaw.
7. This promotion shall not be combined with other promotions conducted by the Organizer at the same time.
8. If the participant in this bonus sale is a sole proprietor, an additional cash allowance of 11.11% of the value of the gift will be added to the value of each gift to cover the advance payment of income tax on the prize. The Organizer, as a payer of lump-sum personal income tax, will calculate, collect and remit to the relevant Tax Office the lump-sum income tax due on the prize before issuing the additional prize to the participant.
9. If the participant in the promotion is an entrepreneur who is a legal entity, the prize income is subject to taxation under the general rules, i.e. each participant settles the income tax due on his own in accordance with the regulations in force in this regard.
10. In the event that the Participant who is a consumer, who made the purchase referred to in item 4 above, remotely, i.e., e.g., via the Internet, and who subsequently exercised his/her right to withdraw from the contract for the sale of NESPRESSO coffee capsules, for reasons other than a defect in the product (by which he/she ceased to meet the condition of the

promotion), he/she will be obliged to return to the Organizer the gift received in its original and undamaged packaging, i.e., the returned gift should be originally packaged, should not bear traces of use and must not be damaged. The return should be made to the address of Logwin Poland Sp. Z o. o., Al. Katowicka 66, 05-830 Nadarzyn, Poland. The provisions of this paragraph will also apply to individuals placing orders under this promotion, as long as these orders are directly related to their business activities, but not of a professional nature for these individuals.

11. The Organiser reserves the right to amend these Terms & Conditions in the following cases: (i) change of law, change of jurisprudence, change of approach of public administration bodies, in the extent in which they apply to these terms & conditions, (ii) significant change of market practices, in the extent in which they apply to these terms & conditions, (iii) removing any possible interpretation ambiguities of these terms & conditions, (iv) necessity to counteract violations of these terms & conditions, (v) justified changes in business circumstances that objectively prevent or significantly hinder the implementation of these terms & conditions. The change shall be made by publishing a new version of these terms & conditions. Amendments to these terms & conditions shall always have effect for the future, from the moment the amendment is published. Rights acquired before the change remain unchanged.
12. These terms and conditions have been drawn up in Polish and English. In case of any discrepancies between the two versions, the Polish version shall prevail.