# BARISTA PACK PROMOTION 2021 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 this Barista Pack Promotion ("**Promotion**") is deemed an acceptance of these Terms and Conditions. Claims must comply with these Terms and Conditions to be valid.

- The promoter is BRG Appliances Limited (a company registered in England and Wales under company number 8223512 with a trading address at Sage Appliances, Studio 3.2 Power Road Studios, 114 Power Road London, W4 5PY ("Promoter" or "Sage").
- 2. The Promotion commences at 12am (GMT) on November 03, 2021 and closes at 11.59pm (GMT) on January 04, 2022 ("**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. Notwithstanding the foregoing, Claimants must submit their Online Claim Form by 11.29pm (GMT) on January 18, 2022.
- 3. The promotional Barista Pack consists of contents of a Barista Pack as further described in these Terms and Conditions below ("Barista Pack").
- 4. To receive the Barista Pack, claimants must: (a) purchase one of the Participating Products, described below at an "**Authorised Retailer**" of Sage during the Promotional Period, and (b) satisfy the other eligibility and claim requirements set forth herein.
- 5. Limit of one (1) Barista Pack applies per household. Barista Packs are not redeemable for cash. This promotion is only available while stocks last.
- 6. Claimant should verify with the retailer that it is an Authorised Retailer of Sage and participating in this Promotion prior to purchase.
- 7. Claims remain the property of the Promoter. Sage 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 and, as required, to regulatory authorities within and outside of Europe. Validity of claims is conditional on providing this information. Sage and its agents may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning a claimant. Claimants acknowledge that the information they provide will be collected by or on behalf of Sage and may be disclosed to other group companies and to third parties that help Sage deliver its products and services (including suppliers, contractors, dealers, agents and business partners) or as

required by law. These Terms and Conditions are deemed to incorporate Sage's privacy policy and by claiming under the Promotion, each claimant accepts the terms and conditions of Sage's privacy policy. For details see: <a href="https://www.sageappliances.com/uk/en/legal/privacy-policy.html">https://www.sageappliances.com/uk/en/legal/privacy-policy.html</a> for UK and <a href="https://www.sageappliances.com/ie/en/legal/privacy-policy.html">https://www.sageappliances.com/ie/en/legal/privacy-policy.html</a> for IVK and IVK

# **Definitions**

- 8. For the purposes of these Terms and Conditions:
  - a. "Immediate Family Member" 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, sister, stepbrother, step-sister or first cousin.
  - b. "Purchase" means either making full and final 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 in relation to a Participating Product during the Promotional Period. This does not include layaways unless the final layaway payment is made during the Promotional Period.
  - c. "**Proof of Purchase**" means generally a VAT tax invoice or receipt clearly confirming a Purchase. The Proof of Purchase must clearly specify:
    - i. the Participating Product that was Purchased.
    - ii. the price paid for the Participating Product.
    - iii. the Authorized Retailer in which the Participating Product was Purchased.
    - iv. the date that the Participating Product was Purchased during the Promotional Period and prior to the claim being made.
  - d. "Participating Products" for this Promotion consist of the following, new, original and not re-imported Sage Products (hereinafter, each a "Participating Product", collectively, "Participating Products"):
    - The Oracle™ Touch SES990
    - The Oracle™ BES980
  - e. "Authorised Retailer" means any one of the UK and Republic of Ireland retail stores trading under the following trading names that is authorised by Sage to sell Participating Products and has been invited by the Promoter to participate in the Promotion. Please refer to point 32 for the Authorised Retailers.

# **Eligibility and claims**

9. To be eligible to claim a Barista Pack, each claimant must:

- 1. be a resident of the United Kingdom, including Isle of Man, Channel Islands and Northern Island or the Republic of Ireland and with a valid postal address;
- b. be aged 18 years old or over;
- c. not be an employee of the Promoter of any agency associated with this Promotion, or be an Immediate Family Member of such a person;
- d. be the Participating Product's end-user, meaning the claimant must Purchase the Participating Product for their own use and not for commercial purposes, re-sale, re-supply, rental, hire purchase or any other indirect use;
- e. make a Purchase and retain the original Proof of Purchase in respect of that Purchase:
- f. visit and register online by January 18, 2022; follow all of the prompts and instructions, which may include asking the claimant to do any or all of the following:
  - i. retain original packaging and Proof of Purchase;
  - ii. visit the online claim form located at the Website <a href="www.sage-promotions.com">www.sage-promotions.com</a> and provide:
    - information, including the claimant's full name, date of birth, telephone number, email address and residential address; name of retailer, date of purchase, name of product and model number,
    - a scanned copy or photograph of the Proof of Purchase, clearly showing the model number of the Participating Product that was Purchased, the date of Purchase, the price paid and the Participating Retail Store.
- 10. The Promoter and its associated agencies accept no responsibility for lost, stolen, late, damaged or misdirected claims. Claimants must ensure that all personal details provided are correctly and completely before 23.59pm (GMT) on January, 18, 2022.

# Validation of claims

- 11. 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.

#### **Barista Pack**

12. Items that comprise the Barista Pack are set forth in the following table:

Sage Branded Barista Pack	Units
Sage Coffee Bean Canister	1
Sage Mini Knock Box	1
Bodum Capp Glasses 6oz 2 pack	2

Bodum Espresso Glasses 3oz 2 pack	1
Unbranded Tamp Mat	1
Sage Branded Stainless Steel Milk Jug 480ML	1
Unbranded Microfibre Cleaning Cloth- Charcoal	4
Unbranded Microfibre Cleaning Cloth- Grey	4
Keep Cups	2
Total	17

# Delivery

- 13. For each claimant notified of a successful claim, Promoter will endeavour to arrange the Barista Pack delivery within twenty (20) business days of the notification email.
- 14. The Barista Pack will be delivered to claimants by a third party agency or provider, and is subject to any delivery or processing delays.
- 15. There will be no delivery fee for deliveries made within the UK, Ireland and Republic of Ireland. Change of delivery address requires thirty (30) calendar days' notice by contacting 0808 178 1650. If a delivery has already been dispatched before any change of delivery address is notified claimant may not receive the delivery and Sage will not be liable for the delivery. Claimants may not delay any delivery or change any aspect of the delivery.
- 16. If any Barista Pack becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute a Barista Pack 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 Barista Pack has been substituted at equal or greater value.

# **Invalid claims**

- 17. 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 11:59 pm (GMT) 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 contacting the Sage customer service.
- 18. The Promoter may invalidate a claim if a claimant fails to provide a valid Proof of Model Number and/or Proof of Purchase by the fourteenth (14th) calendar day after the Notification Email is sent. Should a customer fail to comply with this request within fourteen (14) days or again send incomplete receipts, the granting of the allowance will be definitively refused.

- 19. 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.
- 20. 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 for otherwise providing incorrect information.

### General

- 21. If a Participating Product is returned, the Barista Pack must be returned, and the corresponding refund will be issued less the value of the Barista Pack.
- 22. Promotion may not be transferred, re-sold or combined with other offers, promotions or discounts 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.
- 23. Any costs associated with this Promotion and making a claim is each claimant's responsibility. All taxes (excluding GST) which may be payable as a consequence of receiving a Barista Pack is the sole responsibility of the claimant. All other ancillary costs including but not limited insurance, taxes (excluding GST) and any and all other expenses are the responsibility of the claimant.
- 24. Sage has commissioned the following promotions agency (hereinafter referred to as "Agency") to run this promotion:

Benamic, IDA Business & Technology Park, Ring Road, Kilkenny, Ireland

The Agency is entitled to process the documents submitted as part of this promotion and to view and store all your data transferred as part of this promotion according to data protection law. Should any questions arise or documents be requested, Sage or the Agency will contact you independently. Please also note that any feedback of Sage or the Agency is based on processing point of view and experience.

25. Data protection: Personal data such as name, address etc. will only be stored and processed by Sage or the implementing Agency or Authorised Retailer for the purpose of product registration or disposal and otherwise exclusively within the scope of this

promotion. This data will be treated as strictly confidential, will not be passed on to third parties and will not be misused for advertising purposes.

- 26. 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.
- 27. Subject to these Terms and Conditions and to the maximum extent permitted by law, the Promoter (including its officers, employees and agents) excludes and disclaims all liability 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 officers, employees or agents involved in the conduct of this Promotion;
  - c. any theft, unauthorised access or third-party interference;
  - 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; and
  - e. any tax or other financial liability incurred by a claimant.
- 28. By claiming the Barista Pack the participant agrees to these terms and conditions and further acknowledges that he/she has read and accepted the terms and conditions of participation of the BARISTA PACK PROMOTION.
- 29. If any provision of these Terms and Conditions of Service should be invalid in whole or in part or will be, this does not affect the validity of the remaining provisions. An ineffective provision shall be replaced by a provision which is legally possible and which and which comes closest to the invalid content. The same applies to possible regulatory gaps.
- 30. The law of the country of purchasing shall apply.
- 31. Consumer promotion support is available at: +448000445085, Monday Friday 9am 5pm GMT or at sage@promotion-support.com

32. Authorised Retailer for UK and Republic of Ireland:

Ireland Authorised Retailers	UK Authorised retailers
38 ESPRESSO COFFEE LTD	AO
3FE COFFEE	AMAZON* (must be purchased directly from Amazon and not a third party seller)
9TH DEGREE COFFEE	ARGOS
ANAM COFFEE	ART OF LIVING
ART OF COFFEE	CURRYS PC WORLD

BADGER + DODO COFFEE ROASTERS LTD	COSTCO
BASIL KNIPE ELECTRICS LTD	R E DAWSONS LTD
BEAR MARKET	JOHN LEWIS
BELL LANE COFFEE LTD.	LAKELAND
BEWLEYS TEA & COFFEE LTD	PRC HIFI
BREW BOX COFFEE	PETER TYSONS
BRISCOES BT CORK (CORK)	HARTS OF STUR
BRISCOES BT DUBLIN (BROWN THOMAS)	HARRODS
BRODERICK ELECTRICAL	NEXT
CAFE 7	E COOK SHOP
CLOUD PICKER COFFEE LIMITED	VERY / LITTLEWOODS
CLOUDPOINT IRELAND LTD	JARROLD - JARROLD OF NORWICH
COFFEE PERFECTION	NORTH X SOUTH
Currys PC World	UK JUICERS
CONTAINER CAFE LTD T/A HAPPY OUT CAFE	THE WEDDING SHOP
D CALLAGHAN ELECTRICAL LTD	POTTERS COOKSHOP
D&N WOODS T/A WOODS ELECTRICAL	BREWED BY HAND LTD.
D.I.D ELECTRICAL (CLONDALKIN)	REDBER LTD
DOMINIC SMITH ELECTRICAL	PRO ESPRESSO
DONAGHY BROS	TYNEMOUTH COFFEE
DRURY IRELAND	PACT COFFEE LIMITED
EDDIE MAGUIRE EXPERT	200 DEGREES COFFEE ROASTERS
ELECTROCITY	ESTABLISHED COFFEE
ENNIS ELECTRICAL EXPERT	ORIGIN COFFEE LTD
EXPERT RETAIL	HAS BEAN COFFEE
FINUCANES ELECTRICAL EXPERT	KICKBACK COFFEE
FLETCHER'S OF BALINASLOE	UNION ROASTERS
FREEZER QUEEN LTD	THE COFFEE BEAN SHOP
FULL CIRCLE ROASTERS	KISS THE HIPPO ROASTERY LTD.
GANLY'S HARDWARE & HEATING LIMITED	COLONNA LTD
HABIT COFFEE + RETAIL	CARAVAN COFFEE ROASTERS LTD
HARRYS ELECTRICAL WORLD	BRG APPLIANCES (SAGE APPLIANCES)
HARVEY NORMAN	DIVERTIMENTI LTD
IRWIN EXPERT ELECTRICAL (DONEGAL)	ELYS OF WIMBLEDON
ISD CO LTD	
JAVA REPUBLIC	
JERSEY ELECTRICITY PLC	
JJ DARBOVEN IRELAND LTD	
JOYCES EXPERT ELECTRIC	
KERRY REFRIGERATION & ELECTRICAL CO LTD	
KHANYA CRAFT COFFEE LTD	
KING & MOFFATT RETAIL LTD	
KINSALE COFFEE	

MARCELINO (MONAGHAN)	
MARTIN DOLAN EXPERT	
MC GROARTHYS TV CENTRE LTD	
MCCABE COFFEE LIMITED	
MICHAEL BRISCOE (DROGHEDA)	
MORRIS BUILDERS PROVIDERS	
MOYEE INTERNATIONAL LTD	
MULLALLY ELECTRICAL	
NORTHXSOUTH LTD	
PETER MURPHY LIGHTING & ELECTRICAL	
LIMITED	
PINE CONE COFFEE	
PS COFFEE ROASTERS	
Powercity	
ROONEYS HOMEVALUE LTD	
SHERWOODS	
SILVERSKIN COFFEE ROASTERS	
SINGLE ORGIN LTD T/A ARIOSA COFFEE	
SPENCER SPILLANE	
STAKELUMS HARDWARE LIMITED	
STAPELTON & SONS ELECTRICAL LIMITED	
SWAN EXPERT (REDPATH AGENCIES LTD)	
TADHG O'CONNOR LTD	
THE COFFEE EXCHANGE	
THE OLD BARRACKS COFFEE	
THE PURPLE PANTRY LTD	
THOMAS H. KEAN LTD.	
THREE FOOLS COFFEE	
TOMMY KELLY ELECTRICAL LIMITED	
UPSIDE COFFEE	
VDA COFFEE LTD	
VELO COFFEE ROASTERS LTD	
WATTERS ELECTRICAL LIMITED	
BRG APPLIANCES (SAGE APPLIANCES)	

<sup>\*</sup> Notice for Amazon Purchases: Participating Product(s) must be Purchased directly through Amazon and not a third party seller in order to be eligible.