

# Legal information Nespresso

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# Terms of Use

## **1. Acceptance and Modification of the Terms of Use**

1.1 Your access and use of the websites (the "Websites") of Nestlé Nespresso S.A. ("Nespresso"), which includes Nespresso's affiliated companies, are governed by the present terms of use (the "Terms of Use"). By accessing, browsing and using our Websites you acknowledge that you have read, understood and accepted, without reserve, these Terms of Use, as modified from time to time by us.

1.2 If we decide to modify our Terms of Use, we will post a new dated version on our Websites. Therefore, we invite you to consult these Terms of Use from time to time in order to familiarise yourself with any changes.

## **2. Copyright and Intellectual Property**

2.1 The content of our Websites and namely but not exclusively the texts, marks, logos, diagrams, photographs, videos, sounds, music, layout, designs, know-how, technologies, products, and processes are the property of Nespresso or its affiliated companies or are used with the authorisation of the owners, and accordingly are protected by copyright, trademarks, patents and all other intellectual or industrial property rights which exist under applicable law.

2.2 Except as provided in Section 3 hereinafter, nothing contained on our Websites shall be interpreted or construed as granting you a license or a right to use any such content of our Websites.

## **3. Use of the Websites**

3.1 You may download, display or print the content of our Websites solely for personal, non-commercial use, thereby retaining and reproducing each and every copyright notice or other proprietary rights notice contained in any information or other material you download. Any other use, including the reproduction, modification, distribution, transmission, or broadcast of the content of the Websites, in whole or in part and by any means, is strictly prohibited, except upon prior written consent of Nespresso.

3.2 Nespresso neither warrants nor represents that your use of any content displayed on its Websites will not infringe rights of third parties.

## **4. Information Deemed Non-Confidential**

4.1 Any personally identifying data and information that you may send via the Internet to our Websites are protected and treated according to our Privacy Policy ([link](#)). Nespresso invites you to read such Privacy Policy carefully before providing us with any such personally identifying data and information.

4.2 Any other information or material communicated to Nespresso through the Internet, by electronic mail or otherwise, including any data, questions, comments, suggestions, ideas, graphics or the like, are and will be treated as non-confidential and non-proprietary. Anything you transmit or post becomes the property of Nespresso and may be freely used for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Specifically, Nespresso is free to use any ideas, concepts, know-how, or techniques contained in any such communication you send to the Websites for any purpose whatsoever, including, but not limited to, developing, manufacturing, advertising and marketing products using such information. Any such use is without compensation to those providing the information, nor anyone else.

4.3 By submitting information, you are warranting that you own the material/content submitted, that it is not defamatory, and that Nespresso's use will not violate any third party's rights. Nespresso is under no obligation to use the information provided.

## **5. Disclaimer of Warranties**

5.1 WITHOUT PREJUDICE TO SECTION 6 HEREINAFTER, ANY MATERIAL, INFORMATION AND ALL THAT YOU FIND ON THE WEBSITES ARE FURNISHED TO YOU "AS IS", IN FUNCTION OF THEIR AVAILABILITY, AND WITHOUT GUARANTY OF ANY SORT, EXPRESS OR IMPLIED, INCLUDING, AMONG OTHERS, THE IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

5.2 Nespresso DOES NOT GUARANTEE THAT ITS WEBSITES OR THEIR CONTENT WILL CORRESPOND TO YOUR EXPECTATIONS, WILL NOT BE INTERRUPTED, TIMELY, SECURE AND FREE OF ERROR.

5.3 SOME JURISDICTION MAY NOT ALLOW CERTAIN LIMITATIONS OF WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

5.4 Any advise or information, be it oral or written, obtained from Nespresso or during the use of services made available on the Sites, shall not give rise to any guarantees which are not expressly provided for in the present Terms of Use.

## **6. Limitation of Liability**

6.1 You access, use, browse and navigate on our Websites at your own risk and peril.

6.2 YOU RECOGNISE AND ACCEPT THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE REGULATIONS, NEITHER Nespresso, ANY OF ITS AFFILIATED COMPANIES, NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE WEBSITES, MAY BE HELD LIABLE FOR ANY DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES, ANY INJURY TO REPUTATION, COSTS, LOSSES, DECREASE IN TURNOVER OR PROFITS OR LIABILITIES OF ANY NATURE WHATSOEVER (EVEN IF THE ADVENT OF SUCH DAMAGE WAS KNOWN OR COULD HAVE BEEN KNOWN BY Nespresso), CAPABLE OF ARISING FROM YOUR ACCESS TO, OR USE OF, OR ON THE CONTRARY THE IMPOSSIBILITY TO USE, THE WEBSITES OR THEIR CONTENT.

6.3 ALL MATERIALS WHICH ARE DOWNLOADED OR OBTAINED BY ANY OTHER MANNER DURING THE USE OF OUR WEBSITES ARE AT YOUR OWN RISK AND PERIL. Nespresso assumes no liability for any damage or virus which could affect your computer equipment or other property by reason of your access to, use or downloading of any material from its Websites or for any illegal intrusion or intervention in the IT systems.

6.4 Nespresso reserves the right to interrupt or discontinue any or all of the functionality of its Websites. Nespresso accepts no responsibility or liability whatsoever for any interruption or discontinuance of any or all functionality of its Websites resulting from actions or omissions of Nespresso or any third party.

## **7. Change of Information**

The content of our Websites may contain inaccuracies or errors. Nespresso reserves the right to make changes, corrections and/or improvements to such content any time without prior notice but does not assume any responsibility to do so.

## **8. Availability of Products / Services**

Our Websites may contain information on Nespresso's worldwide products and services, not all of which are available in every location. A reference to a Nespresso product or service on the Websites does not imply that such product or service is or will be available at your location.

## **9. Links**

9.1 As a service to our visitors, our Websites may contain hypertext links leading to other websites that are not operated or controlled by Nespresso. Nespresso shall not be considered as responsible for these sites and declines all responsibility and liability in relation to their content, legality, accuracy or functions.

9.2 The creation of any hyperlink to our Websites is prohibited without prior written consent of Nespresso.

## **10. Miscellaneous**

10.1 The present Terms of Use embody the entire agreement concluded between Nespresso and yourself concerning the access and the use of the Websites and their content. Any other terms or conditions issued by Nespresso and governing its relations with you, in particular relating to any service or purchase of product, shall supplement the Terms of Use; in the event of any inconsistency between them, the other terms or conditions shall prevail over these Terms of Use.

10.2 The fact that Nespresso tolerates a violation by yourself of one of the obligations set out in the Terms of Use, or does not enforce a right attributed to it thereunder or under the law shall not be construed as a waiver by it to invoke and enforce its rights.

*10.3 In the event that any provision of the Terms of Use is considered to be illegal by law or regulation, existing or future, or by a court ruling, then such provision shall be considered as stricken, all other provisions of the Terms of Use maintaining full force and effect between yourself and Nespresso.*

*10.4 The headings of the provisions of the Terms of Use are for convenience alone and shall not alter or modify the terms and conditions in any manner.*

*Nestlé Nespresso S.A.*

*11/2005*

*© 2003 Nestlé Nespresso S.A. All rights reserved.*

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# Conditions of Sale

## **1. Applicability of General Conditions of Sale**

- 1.1 Each order placed with Nespresso Nederland B.V. ("Nespresso") or any of its affiliated companies ("Nespresso") by means of the website, mobile apps, telephone or in the boutique shall be governed by the present General Conditions of Sale. They shall apply to the exclusion of all other conditions.
- 1.2 Nespresso reserves the right, at any time, to modify the present General Conditions of Sale by posting a new dated version on this website. By placing an order after Nespresso has posted a new version of its General Conditions of Sale, you agree to be bound by that updated version.
- 1.3 These General Terms and Conditions of Sale are not applicable for orders placed via Nespresso Business Solutions ([www.nespresso.com/pro](http://www.nespresso.com/pro) or on the phone 0800 024 20 10).

## **2. Orders**

- 2.1 Orders can be placed via the Nespresso Club ([www.nespresso.com](http://www.nespresso.com), Nespresso mobile apps, free phone number 0800 022 23 20) or in the Nespresso boutiques.
- 2.2 The orders placed via the website, mobile apps or telephone are subject to minimum and maximum quantity limitations as indicated on the website/ mobile app or on the phone.
- 2.3 Nespresso reserves the right to refuse orders, notably in case of insolvency, unpaid invoices or fraud
- 2.4. You need to inform Nespresso as soon as possible when your address or other details have changed.

## **3. Orders through the website and Nespresso mobile apps**

- 3.1 Nespresso offers its products on this website within the limits of its available stocks.
- 3.2 You need to register before being able to place an order through the website or Nespresso mobile app. You need to ensure that the details you provide at the registration are complete and correct.
- 3.3 When registering to use this website, you will be asked to create a password. You must keep this password strictly confidential and not disclose it or share it with anyone.
- 3.4 You are fully responsible for the use of your password and any orders placed under it, even without your knowledge.
- 3.5 If you know or suspect that someone else knows or has used your password, you should notify Nespresso immediately.
- 3.6 In case of changes in your personal details, you are requested to update your account on the website/ mobile app.

## **4. Order confirmations for orders placed via the website or Nespresso mobile apps**

- 4.1 The order you place on this website will not constitute a binding contract unless and until Nespresso transmits a confirmation by e-mail.
- 4.2 The data registered by Nespresso constitutes proof of the order and the entire transaction. The data registered by the payment system constitutes proof of the financial transactions

## **5. Prices**

- 5.1 The prices payable for the items you order are those valid on the date you place your order, including the VAT.
- 5.2 Delivery charges will be billed at the rates indicated on this website/mobile app or communicated on the phone on the date you place your order, calculated notably in function of the size of the order and the delivery method you select.
- 5.3 If you choose for an alternative delivery method than the one offered by Nespresso, the additional delivery charges might be charged.
- 5.4 Nespresso reserves the right to modify its prices and delivery charges for future orders at any time and to cancel a contract in case of writing, printing or calculation errors in which case potential damages suffered by you may be compensated.

## **6. Customs Duties**

6.1 When ordering products for international delivery to countries other than those where Nespresso originates its shipments, you are the importer of record and must comply with all laws and regulations of the country in which you are receiving the goods.

6.2 You may be subject to import duties and taxes that are levied once the merchandise reaches your country. Any additional charges for customs clearance must be borne by you. We have no control over these charges and cannot predict what they may be. Customs policies vary widely from country to country, so you should contact your local customs office for further information.

## **7. Delivery**

7.1 All orders confirmed by Nespresso will be delivered to the delivery address you specify when placing your order.

7.2 Nespresso does its utmost to ensure deliveries happen on the requested day. More information regarding the different delivery terms can be found on our website.

7.3 Deliveries can only be made to an address in the Netherlands and ABC islands.

7.4 The risks of the goods being lost or damaged are transferred to the customer at the time of delivery

## **8. Verification of Merchandise, quality issues, exchange, recycling, returns**

8.1 It is your responsibility to verify the quantity and condition of the merchandise upon delivery.

8.2 In the following events, you are requested to return to the boutique where the goods were bought or take contact with Nespresso Netherlands Ltd (per post (Antwoordnummer 181 – 1100 WC Amsterdam), phone (0800 022 23 20) or using a complaint form at [www.nespresso.com](http://www.nespresso.com), before returning the goods:

8.2.1 in case of damage, quality issues or in case the delivery does not correspond to the order;

8.2.2 in case you would like to exchange the ordered products

8.2.3 in case you would like to send your old Nespresso machine for recycling at the delivery time of the new one

8.2.4 in case you reside in the Dutch Antilles.

## **9. Right of withdrawal for orders placed via the website, mobile apps and telephone**

9.1 You have the right to withdraw from this contract within 14 days without giving any reason.

9.2 The withdrawal period will expire after 14 days from the day on which you acquire, or a third party other than the carrier and indicated by you acquires, physical possession of the goods.

9.3 To exercise the right of withdrawal, you must inform us (Nespresso Nederland B.V., Freepost 181, 1100 CW Amsterdam, telephone: 0800 022 23 20, fax: 0800 329 63 77) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the model withdrawal form, but it is not obligatory.

9.4 To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired

## **10. Effects of withdrawal for orders placed via the website, mobile apps and telephone**

10.1 If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

10.2 We may withhold reimbursement until we have received the goods back or you have supplied evidence of having sent back the goods, whichever is the earliest.

10.3 You shall send back the goods (Freepost 10039, 5460 VB Veghel) or hand them over to us or return them to a Kiala or DHL point, without undue delay and in any event not later than 14 days from the day on which you

communicate your withdrawal from this contract to us. The goods must be returned in the original packaging and accompanied by the invoice and the returns form. The deadline is met if you send back the goods before the period of 14 days has expired

10.4 You can return the goods free of charge at Kiala or DHL point. If you choose an alternative way of sending the goods to us, you will have to bear the direct cost of returning the goods.

10.5 You are only liable for any diminished value of the goods resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the goods.

10.6 For health protection and hygiene reasons, you cannot exercise your withdrawal right for capsules of which the packaging has been opened.

## **11. Payment and transfer of ownership**

11.1 Nespresso accepts the following payment modes:

11.1.1 For purchases made on the phone: credit card, invoice, direct debit.

11.1.2 For purchases made via the website and mobile apps: credit card, invoice, iDeal.

11.1.3 For purchases in Nespresso boutiques: cash, debit card and credit card.

11.2 Invoices are sent after delivery of the merchandise and are fully payable within thirty days.

11.3.2 Payment by credit card is immediately due and payable. Your credit card details will be encrypted for security purposes

11.4 The delivered goods will remain the property of Nespresso until the invoice has been paid in full.

## **12. Late payment**

12.1. Nespresso reserves the right to refuse any new order until full payment of any overdue balance.

12.2. In the event of late payment, you will be charged interest on the outstanding balance as well as any administrative and legal collection costs.

12.3 In the event of non-payment, all outstanding invoices become due with immediate effect.

## **13. Machine warranty**

13.1 Machines purchased on this website are guaranteed by the machine manufacturer pursuant to the specific terms and conditions listed in the original product documentation.

13.2 Please consult your product documentation for detailed information on the manufacturer's warranty, which is without prejudice to any of your imperative statutory legal rights as provided for in the legislation on the sale of consumer goods.

## **14. After-Sales Service**

14.1 If you encounter any problems or have any questions concerning the functioning, maintenance or after-sales service of your machine, please contact Nespresso by telephone for advice and assistance.

14.2 If your machine problem cannot be resolved by telephone, Nespresso proposes a series of advantageous after-sales service options. Please contact Nespresso by telephone for detailed information.

## **15. Limitation of Liability**

15.1 The photographs and texts illustrating and describing the products on this website, mobile apps are non-contractual and for information purposes alone. Except in case of wilful misconduct or gross negligence, Nespresso shall not be liable in case of errors or omissions in the photographs or texts displayed on this website.

15.2 For international deliveries to countries other than those where Nespresso originates its shipments, Nespresso shall have no liability if the products do not comply with the laws and regulations of the country of delivery or in case of electrical or other product incompatibility.

15.3 Without limiting the scope of these General Conditions of Sale, no claim of any kind, whether as to products delivered or non-delivery of products, or otherwise, shall be greater in amount than the purchase price of the products in respect of which damages are claimed. IN NO EVENT SHALL NESPRESSO BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE (EVEN IF THE ADVENT OF

SUCH DAMAGE WAS KNOWN OR COULD HAVE BEEN KNOWN BY Nespresso), CAPABLE OF ARISING IN CONNECTION WITH ITS PRODUCTS, THEIR USE, SALE OR THIS WEBSITE.

**16. Force Majeure**

16.1 Nespresso will make every reasonable effort to fulfill its obligations. However, Nespresso cannot be held responsible for delays or failure to deliver caused by circumstances beyond its reasonable control. Such circumstances include strikes, wars, natural catastrophes or any others that make impracticable the production, transportation or delivery of products.

16.2 In the event of delay, Nespresso will perform its obligations as soon as reasonably possible, and it reserves the right to allocate any remaining product supply among customers in a fair and reasonable manner.

**18. Applicable Law and Forum**

18.1 The present General Conditions of Sale are governed by the law of the Netherlands.

18.2 The exclusive forum is Amsterdam.

*Established in February 2015*

*Nespresso Netherlands Ltd.  
Burgemeester Stramanweg 106  
1101 AA Amsterdam  
Tel: 0800 022 23 20  
Fax: 0800 329 63 77  
Company number: 3313.7832*

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# Privacy Policy

## SCOPE OF THIS NOTICE

*This privacy notice ("Notice") describes the types of information Nespresso Nederland B.V. ("Nespresso," or "we") may collect from you or that you may provide to us and our practices for collecting, using, maintaining, protecting and disclosing that information. It also tells you how you can access and update your information and make certain choices about how your information is used. This PolicyNotice covers both our online and offline data collection activities, including information that we may collect through our various channels such as boutiques, web sites, applications, social media, customer relationship centres, trade corners and events. Please note we may combine information that we collect via one method (e.g., a Nespresso website) with information that we collect via another method (e.g., a Nespresso offline event).*

## 1. SOURCES OF INFORMATION

*This Notice applies to information we collect from or about our consumers, through the methods described below, from the following sources: Nespresso Websites. Consumer-directed Websites operated by Nespresso, including sites that we operate under our own domains/URLs and minisites/apps that we run on third party social networks such as Facebook ("Websites"). Nespresso mobile sites/apps. Consumer-directed mobile sites or applications operated by Nespresso, such as smartphone apps. E-mail, text and other electronic messages. This includes electronic communications between you and Nespresso. Offline registration forms. Printed registration and similar forms that we may collect from consumers such as via postal mail, in-store demos, or events. Call centre registrations. Information that we may collect from consumers through our customer relationship centres ("CRC") Data from other sources. Information we may obtain about you from other sources.*

## 2. INFORMATION WE COLLECT ABOUT YOU AND HOW WE COLLECT IT

*Depending on how you interact with Nespresso (online, offline, over the phone, etc.), we may collect from you various types of information, as described below. Personal Contact Information. This includes any information you provide to us that would allow us to personally contact you, such as your name, address, e-mail address or phone number Account login information. Any information that is required to give you access to your specific account profile. Examples may include your login ID/email address, screen name, password in unrecoverable form, and/or security question and answer. Demographic information. Any information that describes your demographic or psychographic characteristics. Examples may include your date of birth, age or age range, gender, geographic location (e.g., zip code), favourite products, hobbies and interests, and household or lifestyle information. Technical information about computer/mobile device. Any information about the computer system or other technological device that you may be using to access one of our Websites or applications such as the Internet protocol (IP) address used to connect your computer or device to the Internet, operating system type, and web browser type and version. If you access a Nespresso website or application via a mobile device such as a smartphone, the collected information may also include your phone's unique device ID, geo-location, and other similar mobile device data. Websites usage information. As you navigate through and interact with our Websites, we may use automatic data collection technologies to collect certain information about your actions. This includes information such as which links you click on, which pages or content you view and for how long, and other similar information and statistics about your interactions such as page response times, download errors, length of visits to certain pages. This information is captured using automated technologies such as cookies (browser cookies, flash cookies) and web beacons, and may also be collected through the use of third party tracking services (such as Google Analytics) that collect data in aggregate (such as number of visits to a particular page, or the amount of time spent on a web site). Consumer feedback. This includes information that you voluntarily share with us about your experience in using our products and services Consumer-generated content. This refers to any content that you create and then share with us by uploading it to one of our Websites or applications, including the use of*

Facebook APPs . Examples may include photos, videos, personal stories, or other similar media or content. We may collect and publish consumer-generated content in connection with a variety of activities, including contests and other promotions, website community features, consumer engagement, and third party social networking. Social network information. This refers to any information that is part of your profile on a third party social network (such as Facebook) and that you allow the third party social network to share with us. Examples include your basic account information (e.g., name, email address, gender, birthday, current city, profile picture, user ID, list of friends, etc.) and any other additional information or activities that you permit the third party social network to share with third party application developers. For example, we may receive your social network profile information (or parts of it) every time you download or interact with a Nespresso web application on a social network such as Facebook or every time you use a social networking feature that is integrated within a Nespresso site (such as Facebook Connect). To learn more about how your information from a third party social network may be obtained by Nespresso (or other third party application developers), please visit the website of the relevant social network. Payment and Financial information. Any information that we need in order to fulfil a sale, or that you use to make a purchase, such as [your debit or credit card details (cardholder name, card number, expiration date, etc.) or other forms of payment (if such are made available)]. In any case, we do not store payment card information longer than needed by the payment transaction and we are compliant with applicable regulations such as PCI DSS.

### 3. COOKIES AND BEACONS

We use cookies to distinguish you from other users of our Websites for the purpose of improving their use and functionality. This helps us to improve them and provide you with a good browsing experience. We may collect information through automated technologies (such as cookies and web beacons) that collect and remember certain account login information, technical computer information, and/or previous website usage information. To learn how you can manage your cookie settings, for detailed information on the cookies we use and the purposes for which we use them see our Cookie Policy. If you disable or refuse cookies, please note that some parts of the Websites may then be inaccessible or not function properly. Please note that "flash" cookies are different from "browser" cookies because of the way in which flash cookies capture and store data. Your browser's cookie management tools will not remove flash cookies. We may also use web beacons, to capture information about how you respond to certain email campaigns (e.g., time the email is opened, where user links to from the email, etc.). [We also partner with a third party ad network to either display advertising on our Websites or to manage our advertising on other sites. Our ad network partner uses cookies and web beacons to collect non-personally identifiable information about your activities on this and other Websites to provide you targeted advertising based upon your interests. If you wish to not have this information used for the purpose of serving you targeted ads, you may opt-out by clicking here. Please note this does not opt you out of being served advertising. You will continue to receive generic ads.] Log Files. We may collect information in the form of log files that record website activity and gather statistics about web users' browsing habits. These entries are generated automatically, and help us to troubleshoot errors, improve performance or maintain the security of our Websites. Cookies. We may use cookies to improve the use and functionality of our Websites and to better understand how visitors use our Websites and the tools and services offered on it. The storage of cookies on your computer provides an easy and convenient way for us to personalise or enhance your experience on our Websites and to make your next visit more enjoyable. Web Beacons. Web beacons (also known as "web bugs") are small strings of code that provide a method of delivering a graphic image on a web page or in an email message for the purpose of transferring data back to us. The information collected via web beacons may include technical information such as IP Address, as well as information about how a user responds to an email campaign (e.g., at what time the email was opened, where does the user link to from the email, etc.). We may use web beacons on our Websites or include them in the e-mail messages we send you. We use web beacon information for a variety of purposes, including but not limited to, site traffic reporting, unique visitor counts, advertising and email auditing and reporting, and personalization.

### 4. USES MADE OF YOUR INFORMATION

*The following paragraphs describe the various purposes for which we might collect and use your information, and the different types of information that might be collected for each. Please note that not all of the uses below will be relevant to every consumer.*

*Customer service. We may use your information to provide you customer service, including responses to your inquiries. This typically requires the use of certain personal contact information and information regarding the reason for your inquiry (e.g., order status, technical issue, product question/complaint, assessing customer's credit score for the purposes of fraud protection and credit risk reduction, general question, etc.).*

*Contests and other promotions. We may use your information to provide you with marketing campaigns or promotions. Some of our promotions may be run on third party social networks. For more information about our contests and other promotions, please see the official rules or details posted with each promotion.*

*Marketing communications. We may use your information to provide you with information about goods or services we feel may interest you (marketing communications), such as email, SMS, and postal mailings. For detailed information on how to modify your preferences about marketing communication, please see sections 8 and 9 below.*

*[Third party social networking. We may use your information when you interact with third party social networking features such as "Like" functions.. You can learn more about how these features work, and the profile data we may obtain about you, by visiting the relevant sections of the third party social networks.]*

*Website improvement and personalization. We may use your information to improve and personalize your experience on our Websites and applications; to ensure that content from our Websites is presented in the most effective manner for you and for your computer; and to allow you to participate in interactive features, when you choose to do so. This is typically done through automated technologies (such as cookies) that collect and remember certain account login information, technical information, and/or previous website usage information. For example, we might remember your login ID/email address or screen name so you can quickly login the next time you visit our site or so you can easily retrieve the items you previously placed in your shopping cart. Based on this type of information, we may also show you specific Nespresso content or promotions that are tailored to your interests.*

*Order fulfillment. We may use your information to process and ship your orders, and to inform you about the status of your orders. This could involve the use of certain personal contact information and payment information-*

*Other general purposes (e.g., website security, internal research). We may use your information for other general business purposes, such as to conduct internal marketing and demographic studies; and to measure the effectiveness of advertising campaigns.*

## **5. DISCLOSURE OF YOUR INFORMATION**

*We may share your information with the types of companies or in the situations described below. Third parties are only allowed to access and use your information for the specific tasks they've been requested to do and are required to keep your information confidential and secure. We do not rent or sell your information to third party companies for their own marketing use.*

*Companies of our group. Any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries.*

*Agents and service providers. These are outside companies that we hire to help us run our business (e.g., order fulfillment, payment processing, Website operation, support services, promotions, Website development, CRC, etc.).*

*Credit reference agencies. These companies may help us for the purpose of assessing customer's credit score where this is a condition of us entering into a contract with said customer, for the purposes of fraud protection and credit risk reduction.*

## **6. STORAGE AND/OR TRANSFER OF YOUR INFORMATION**

*We use a variety of standard methods (described below) to keep consumer information confidential and secure. Please note, however, that these protections do not apply to information you choose to share in public areas such as social networks.*

*Secure operating environments. We store your information in secure operating environments that are protected from the public. We follow generally accepted industry standards to protect personal information. The transmission of information via the internet is unfortunately not completely secure and although we will do our best to protect your personal data, we cannot guarantee the security of the data during transmission to our Websites. Once we have received your information, we will use strict procedures and security features to prevent unauthorized access. We generally store your information for as long as your account is active*

with us or as needed to provide you the relevant services, and comply with legal requirements. This means that we may retain your personal information for a reasonable period after you stop using our services or stop using our Websites, despite no commercial exploitation will be done once your account is deleted. Measures we expect you to take. It is important for you to also play a role in keeping your information safe and secure. When signing up for an online account, please be sure to choose an account password that is hard for others to guess and never reveal your password to anyone else, you are responsible for keeping this password confidential. If you use a shared or public computer, never choose to have your login ID/email address or password remembered and make sure to log out of your account every time you leave the computer. You should also make use of any privacy settings or controls we may provide you in our website community areas. Transfer of your information. The storage as well as the processing of your information as described above, such as uses made of your information or disclosure of your information, may require that your information is transferred to, and/or stored at, a destination outside The Netherlands as well as processed by staff operating in said territory. Our main service provider for web hosting is in Lausanne, Switzerland. We store your information in secure data centres located in Switzerland. By accepting the terms of this Policy, you agree to such transfer, storing and/or processing.

## 7. ACCESS TO YOUR INFORMATION

Access to information. The Law gives you the right to access information held about you, the origin of this data and any communication done or planned. Modification of information. You may also have your personal information deleted, corrected or revised by. Please notice that, in certain cases, we may not be able to delete your personal information except by also deleting your user account. Our Websites have a “your account” feature where you may review and edit the information you have provided and you may be given the option to change your communication preferences, including opting-out (please see Advertising, marketing and promotions). You can review and change your personal information by logging into the Websites and visiting your account profile page. Please notice that we require our registered costumers to verify their identity (e.g., login ID/email address, password) before they can access or make changes to their account information. This helps prevent unauthorized access to your account.

## 8. YOUR CHOICES ABOUT HOW WE USE AND DISCLOSE YOUR INFORMATION

We strive to provide you with choices regarding the personal information you provide to us. The following mechanisms provide you with the following control over your information: Tracking Technologies. You can set your browser to refuse all or some browser cookies, or to alert you when cookies are being sent. Please see COOKIES AND BEACONS above. Advertising, marketing and promotions. If you wish to have your personal contact information used by Nespresso to promote our own products or services, you can opt-in by checking the relevant box located on the registration form You can always opt-out from receiving marketing-related email communications or text messages by following the unsubscribe instructions provided in each such communication. At any moment, you can opt-out by logging into the Websites and adjusting your user preferences in your account profile by unchecking the relevant boxes or by calling our CRC. Please note that even if you opt-out from receiving marketing communications, you may still receive administrative communications from us, such as order or other transaction confirmations, notifications about your account activities (e.g., account confirmations, password changes, etc.), and other important announcements.

## 9. CHANGES TO OUR NOTICE

If we change the way we handle your information, we will update this Policy. We reserve the right to make changes to our practices and this Policy at any time. Any changes we may make to our Policy in the future will be posted on our web sites. Please check back frequently to see any updates or changes to our Policy.

10. CONTACT To ask questions or comment about this Notice and our privacy practices, contact us at

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*Nespresso Nederland B.V.*  
*Burgemeester Stramanweg 106*  
*1101 AA Amsterdam*

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# Nespresso International Competitions & Promotions General Rules

## **1. Scope & application**

1.1 Nestlé Nespresso SA, Avenue de Rhodanie 40, 1007 Lausanne, Switzerland (“Nespresso”) is the promoter and organiser of competitions, games or promotional initiatives (“Promotions”) to which these General Rules shall apply, unless otherwise specified.

1.2 These rules and conditions (“General Rules”) shall apply to any Promotions that are organised by Nespresso on an international basis and that are published or distributed by way of Nespresso's internet website/s at [www.Nespresso.com](http://www.Nespresso.com) or other websites or internet sites, pages or properties generated or managed by Nespresso (collectively “Websites”).

1.3 Each Promotion shall include these General Rules and shall be accompanied by an additional document setting out the specific mechanism and rules applicable to the relevant Promotion (“Specific Rules”). In the event of conflict between the General Rules and the Specific Rules published for a particular Promotion, the Specific Rules shall prevail.

1.4 These General Rules shall not apply to other promotions organised by Nespresso's subsidiary or affiliated entities which shall be subject to applicable local rules and regulations.

## **2. Participants**

2.1 By submitting an entry or participating in a Promotion, participants confirm their understanding and acceptance of these General Rules and any applicable Specific Rules.

2.2 Promotions may not be available in all countries. Nespresso reserves the right to limit a Promotion to participants resident in certain territories or otherwise limit participation, as indicated in the relevant Specific Rules. Participation shall be automatically void in any territory where a particular Promotion may not be legitimately undertaken.

2.3 Participants may be required to provide proof of eligibility to enter a Promotion or to accept and receive a prize. Unless otherwise specified in the Specific Rules, participants under the age of 18 must obtain and provide on demand written parental or guardian consent to enter or claim a prize.

2.4 In all cases, employees of Nespresso, its Affiliates and their immediate families, as well as their agents or any person professionally connected with a Promotion shall not be entitled to participate.

## **3. Entries**

3.1 Promotions are free to enter and no purchase of any kind is necessary.

3.2 Entries must be submitted in the manner and form and by the closing date and time stated in the Specific Rules. Nespresso may disqualify any entry that is incomplete or does not fully comply with these Rules.

3.3 Only one entry per person is allowed, unless expressly permitted in the Specific Rules. In the event of multiple entries for or on behalf of any person, all entries from that person will be disqualified. Entries from agents, third parties, organised groups or generated automatically by computer will not be accepted.

3.4 No receipt for entries will be issued. Nespresso does not accept responsibility for any entries that are lost, damaged or delayed as a result of postal or other transmission failure or any network, hardware or software failure. Proof of sending will not be accepted as proof of receipt.

3.5 Entries that are vulgar, offensive, indecent, defamatory, inappropriate for general public communication or which portray or encourage illegal activities will be automatically disqualified.

3.6 Participants shall have a general obligation and duty of honesty and fair-play in relation to any Promotion.

3.7 Any breach of the General or Specific Rules will invalidate a participant's entry. If a breach has occurred but is discovered after the award of a prize, Nespresso may require return of the prize. Nespresso may, at its discretion, publish reasons for such breach including the identity of the participant concerned.

#### **4. Prizes**

4.1 Prizes are as described in the Specific Rules and, unless specifically stated to the contrary, will not include any other charges, expenses, personal or additional items which will be the sole responsibility of the prize winner.

4.2 A list of winners will be posted on the Website/s. All decisions of Nespresso are final, binding and not open to discussion or appeal. Nespresso will advise winners by e-mail, as provided with their entry, but shall have no responsibility for failed communications or errors however caused.

4.3 The Specific Rules may set a time limit or procedure for claiming or accepting a prize. Failure to claim a prize by the time or in the manner specified will make a potential prize claim invalid and Nespresso may re-offer the prize.

4.4 If a potential winner cannot be contacted for any reason, or is unable or unwilling to take up a prize, an alternate winner may be selected by Nespresso and offered the prize without any liability to the first potential winner.

4.5 All prizes are non-transferable, may not be re-sold and there are no cash or other alternatives. Prizes are subject to availability and Nespresso reserves the right to substitute prizes of equal or greater value at any time.

4.6 In addition, all travel or holiday prizes are subject to the following:

(a) Nespresso will have full discretion to select appropriate and effective means and times of travel. Travel is subject to availability and must be completed on the dates specified. Restrictions may apply.

(b) It is the responsibility of winners to make arrangements to enable them to take up the prize offered, otherwise a prize may be forfeited and awarded to another participant.

(c) The actual value of travel depends on the date, time, destination and most efficient means of transport. Nespresso will cover actual costs for travel and no cash difference may be demanded or paid in the event of a difference between actual costs and any stated or approximate value.

(d) Winners are responsible for all expenses of a personal or other nature that are not specifically included in the prize description (e.g. spending money, mini-bar, laundry, telephone, pay-per-view, insurance, or other expenses).

(e) Winners are responsible for obtaining and providing all required travel documents, including any required visas, passports, vaccination or health certificates, or other documents required for international travel and/or the prize destination.

(f) Nespresso has no liability if winner/s are unable for any reason to take up a prize as proposed.

#### **5. Personal information**

5.1 Nespresso may require Participants to provide personal details as a condition of entry or participation in the Promotion. This includes: full name, postcode and country of residence, e-mail address, telephone (optional), age (or over 18 confirmation). Other information may also be required.

5.2 By participating in a Promotion, Participants undertake that all information submitted is true, current and complete at the time of entry. Participants are solely responsible for the accuracy of personal details and for informing Nespresso of any changes. Nespresso has no responsibility for failed contacts.

5.3 All personal data provided by Participants or received Nespresso will be stored, processed and handled in accordance with Swiss Federal Laws on Data Protection (1992 LPD 235.1 and 1993 OLPD 235.11, as amended) and Nespresso's published Privacy Policy, the latest version of which is available at [www.Nespresso.com](http://www.Nespresso.com). By accepting these Rules, participants also accept the terms of the Privacy Policy, which they should read before submitting an entry.

5.4 If a Promotion requests or incites Participants, whether for advantage or not, to relay or communicate ("forward") the Promotion to other persons, or if Participants themselves wish to forward the Promotion to other persons, the following shall apply:

(a) Participants may forward details of or otherwise invite or encourage other persons to participate in the Promotion by email ("Invitation") either directly or through Nespresso's Website or other technical means as part of the Promotion, it being understood that Nespresso is simply forwarding the Invitation and has no responsibility for the addressee or content thereof;

(b) In all cases, the Participant is fully responsible for the choice and disclosure of the persons to whom an Invitation is sent and must obtain their explicit consent in advance;

(c) All Invitations shall nominate the Participant as sender and not Nespresso;

(d) Nespresso will not forward more than five Invitations and Participants are required to respect the same limitation.

(e) Email addresses must be valid and different. Participants shall not forward Invitations to persons who have not given consent nor introduce fictitious friends or acquaintances for the purposes of advantage or gain.

5.5 Prize winners agree to take part in any reasonable publicity required by Nespresso and consent to the use by Nespresso or its Affiliates in that connection of their name, likeness and/or images without further compensation.

## **6. Intellectual property**

6.1 All trademarks, brands, logos and other materials or content in relation to Promotions are the exclusive property of Nespresso and may not be downloaded, copied, saved, modified or otherwise distributed or used for any purposes other than as envisaged by the General and Specific Rules.

6.2 All entries submitted and all materials created in connection with an entry shall be the property of Nespresso. By submitting an entry each participant thereby transfers to Nespresso the full worldwide copyright and all other intellectual property or similar rights in that entry, including, without limitation, all rights to copy, communicate, distribute, adapt, translate, modify, use or exploit the work by any means. Participants confirm they have not entered into any agreements with third parties that could impair Nespresso's right to use their entry and agree to take all action and sign all documentation that may be necessary to protect and/or use those rights.

6.3 Where a Promotion entails the composition or submission of text, images, videos or other media, each participant undertakes that the entry is their original work and does not use or infringe the intellectual property or other rights of any other person. Any person/s whose image is used in an entry must have given their express consent (parental if under the age of 18) to its inclusion and use. Participants will be entirely responsible for any claim by any third party in respect of their entries.

6.4 Nespresso has no obligation to use any entry, even if it is a winning entry. Other than as described in these Rules or required by law, participants will not be entitled to any compensation or credit for use of an entry.

## **7. General**

7.1 Nespresso reserves the right to alter or cancel a Promotion in the event of unforeseen circumstances or to amend or update these General Rules or any Specific Rules from time to time. Nespresso will publish any amended or updated Rules on its websites, which shall then apply to all existing and future entries. If a participant does not agree to any such changes, the sole remedy shall be to withdraw their entry from the Promotion.

7.2 Subject to any mandatory legal requirements, Nespresso's determination with regard to these General Rules and the Specific Rules applicable to any Promotion will be final and binding and no correspondence or discussion will be entered into.

7.3 These General Rules are published in English and in the Swiss national languages of French, German and Italian. Nespresso may, without obligation, provide additional local language translations for the non-binding assistance of Participants.

7.4 These General Rules and any Specific Rules issued by Nespresso are governed by Swiss law and any disputes which cannot first be settled amicably shall be submitted exclusively to the courts of Canton Vaud, Switzerland.

2010

NESTLE Nespresso LTD.

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# Returns Policy

**14 days to change your mind (right of withdrawal)**

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*In case you are not satisfied with the products, you have the right to cancel the purchase within 14 days after receiving it. Please contact us to let us know about this decision. You can also make use of the withdrawal form, but you are not obliged to do so.*

*Once you have informed us about your decision to cancel the purchase, you have 14 days to return the products to us. You can do so via a Kiala or DHL collection point free of charge. If you choose another way of delivery, you will have to pay the delivery charges which will not be reimbursed by Nespresso.*

*The products will only be accepted if they are unused, undamaged and in the original packaging and accompanied by the original invoice. We advise you to use a return form when sending the products back to us to make sure we can process your return quickly.*

*We will return the money to the original way of payment.*

*See also clauses 9 and 10 of the General conditions of sale.*

### ***Damage/Quality issues/exchange/recycling***

*Please contact us first before returning the products in the following cases:*

- You have received damaged products;*
- You experience a quality issue with one of our products;*
- You would like an exchange;*
- You would like to send your machine for recycling at your next order delivery;*
- The delivery does not correspond to what you have ordered.*

*Our Coffee specialists will guide you to the optimal solution. Should you need to return the products, you can do so via a Kiala or DHL collection point free of charge. If you choose another way of delivery, you will have to pay the delivery charges which will not be reimbursed by Nespresso.*

*The products will only be accepted if they are unused, undamaged and in the original packaging and accompanied by the original invoice. We advise you to use a return form when sending the products back to us to make sure we can process your return quickly. In these cases, you can choose to have your money back on your bank account or keep as credit on your Club account to be used for the next orders.*

*See also clause 10 of the General conditions of Sale.*

### ***Residents of the Dutch Antilles***

*Please contact us before returning the products.*

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# Cookies Policy

## Necessary Cookies

Type	Purpose
Session ID	Nespresso web sites use specific Cookies, which are essential for it to work properly. One is a Cookie used to create a session ID for the user, so that the system itself can identify the user as a unique and individual user, distinct from anyone else looking at the website. This information is not used or stored outside Nespresso systems, and is held only temporarily while the user is accessing account pages and other pages, which require unique and secure access. Without this Cookie, such access could not remain secure, so it is very important.

## Functional Cookies

Type	Purpose
Language	Used to tailor the default language for the site. Disabling this may cause more of an annoyance to users as they would be prompted to re-enter their language preference.
Country	Used to propose the most relevant experience based on the country that the user lives in and wants to be delivered to when purchasing Nespresso products.
Promotion	Used to recognise Nespresso Club Members eligible to promotions and display information about their corresponding offers.
Login	Used to offer Club Members the option to remember their credentials in order to avoid them retyping their user ID and password each time they access the Nespresso Club section.

## Performance Cookies

Type	Purpose
Load balancer	This cookie allows us to split the load on our servers based on visitors' use of our pages and applications. It improves the overall performance of our web site.

## Third Party Cookies

Type	Purpose
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Type	Purpose
Google Analytics	Google Analytics tracking uses cookies in order to provide insights on what users do when they visit our site. Cookies do not identify people, but rather they are defined themselves by a combination of a computer, a user account, and a browser. However, Google Analytics cookies do not collect personal data about your website visitors.
Adobe Omniture	Used to provide anonymous / aggregated information about where user goes and what user does on Nespresso websites.
Google Doubleclick	These Cookies are used to understand how people engage with our digital advertising campaigns. They allow us to understand and evaluate clicks on our adverts so that we can improve the service you receive.
ViaMichelin	Used to offer users tailored services based on their geographic context, such as Nespresso store locator.

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# Company Registration

*Nespresso Nederland B.V*  
*Burgemeester Stramanweg 106*  
*1101 AA AMSTERDAM ZUIDOOST*  
*VAT number: NL001410908B01*

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