

Nespresso National Recycling Day Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, 18 AND OLDER (OR 19 AND OLDER FOR RESIDENTS OF AL AND NE). VOID WHERE PROHIBITED BY LAW. This sweepstakes is in no way sponsored, endorsed or administered by Instagram. By participating, you agree to a complete release of Instagram from any claims. By providing information in the sweepstakes, you understand that you are providing information to Sponsor and not to Instagram.

BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO THESE OFFICIAL RULES.

Eligibility

The Nespresso National Recycling Day Sweepstakes (the "Sweepstakes") is open only to legal residents of the 50 United States, District of Columbia, and Puerto Rico, who are eighteen (18) years or older at the time of entry (or 19 or older for residents of AL and NE) and have a valid Instagram account. No purchase necessary to enter the Sweepstakes. Employees of Nespresso USA, Inc, Brandmovers, Inc. and/or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes (collectively with Sponsor, the "Sweepstakes Entities") and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Sponsor: Nespresso USA, Inc., 111 West 33rd Street, New York, NY 10120.

Administrator: Brandmovers, Inc., 1519 Carroll Drive, Atlanta, GA 30318.

Sweepstakes Period

The Sweepstakes begins at 7:00:00 AM Eastern Time ("ET") on November 15, 2021 and ends at 11:59:59 PM ET on November 15, 2021 (the "Sweepstakes Period"). The Administrator's clock is the official timekeeper for this Sweepstakes.

How to Enter

To enter, find the Sweepstakes post on the Nespresso Instagram page (the "Post") and post the hashtag **#NespressoReCycleSweepstakes** in the comments of the Post along with **an emoji** to receive one (1) entry into the Sweepstakes random drawing. Entries must be received by 11:59:59 PM EST on November 15, 2021 to be entered into the random drawing. An entry that does not contain the hashtag **#NespressoReCycleSweepstakes**, or doesn't contain **an emoji**, will not be considered a valid entry and will not be included in the random drawing. Limit one (1) entry per person during the entire Sweepstakes Period. An entry that is sent after the Sweepstakes Period will be disqualified.

PLEASE NOTE FOR INSTAGRAM ENTRIES: Entrants must adjust their Instagram account settings to allow for receipt of messages from Sponsor and/or Administrator. For this purpose, entrants must set their Instagram account settings to 'Public', and take any further necessary steps to ensure receipt of any communication from Sponsor and/or Administrator. It is the entrant's sole responsibility to take any steps necessary to adjust their Instagram account settings to permit entrant to receive messages from Sponsor and/or Administrator. Any Entrant's failure or inability to receive any message(s) from Sponsor and/or Administrator for any reason shall be deemed a failure by such entrant to comply with these rules, and any such entrant shall be disqualified from the random drawing. Similarly, Sponsor shall not be liable for any lost, misdirected, or otherwise unreceived or illegible messages from

entrants. By entering this Sweepstakes, each entrant agrees that the Sponsor and/or Administrator may contact the entrant by direct Message via entrant's Instagram or email accounts provided upon registration, to administer and fulfill this Sweepstakes. Entries may hereafter be referred to as an "Entry" or "Entries".

In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed to be submitted by the person in whose name the Instagram or email account is registered. The entrant may be required to provide evidence that the entrant is the authorized account holder of the winning entry and complete an affidavit and/or any applicable releases. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, mutilated, stolen or misdirected entries, which will be disqualified. Any attempt by any participant to enter by using multiple/different identities, or any other methods may disqualify that participant from winning any prize, at the sole discretion of Sponsor. Use of any automated system to participate is prohibited and may result in disqualification. In the event of a dispute regarding who submitted an Entry, such Entry will be deemed submitted by the authorized account holder of the Instagram profile.

Privacy Policies and Data Collections

Information provided by entrant for this Sweepstakes is subject to Sponsor's privacy policy: <https://www.nespresso.com/us/en/legal> as applicable and the [privacy policies and terms and conditions of Instagram, as applicable](#). By entering this Sweepstakes, each entrant agrees that the Sponsor and/or Administrator has the right to contact the entrant by phone, direct message, or email accounts provided by entrant to administer and/or fulfill this Sweepstakes.

Winners Selection

There will be a total of twenty (20) Grand Prize winners in this Sweepstakes (each referred to individually as a "Winner" and collectively as the "Winners"). The Winners will be randomly selected on or about November 16, 2021 by Administrator from among all eligible Entries received during the Sweepstakes Period. The Winners will be contacted by Sponsor or Administrator via direct message on Instagram (the "Winner Notification"). The Winner Notification message will be sent on or about the day the entrant is selected as a potential Winner. Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of potential Winners are final and binding in all matters related to the Sweepstakes. Odds of winning depend on the number of eligible Entries received during the Sweepstakes Period. **Limit one (1) Winner per person/household.**

Failure of a potential Winner to respond to the Winner Notification message within **forty-eight (48) hours** of notification for any reason may result in disqualification and an alternate potential Winner may be selected, time permitting, at Sponsor's sole discretion. Sponsor is not responsible for any technical issues or a potential Winner's failure to receive or respond to any Winner Notification message due to any technical or other issue or non-issue.

Verification of Prize Winners

Except where prohibited, each potential Winner may be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release ("Release") which must be received by Administrator, within seven (7) days of the date notice or attempted notice is sent, in order to claim a prize. If a potential Winner of any prize cannot be contacted, fails to sign and return the Release or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, such potential Winner forfeits his/her prize. Within a reasonable time after Sponsor's receipt of the Winner's Release or other required message response, which must contain prize Winner's street address located within the 50 U.S. states, or D.C. Administrator will ship the applicable prize to the Winner. Sponsor is not responsible for lost, late, delayed, mutilated, damaged, wrong address, or stolen prize sent to the address as provided by each prize Winner.

Prizes and Approximate Retail Values ("ARV's")

Twenty (20) Grand Prizes, each consisting of: a Velosphy Nespresso bike. ARV: \$1,520.00 each. All prizes and prize components shall be selected and determined by Sponsor in its sole discretion. Each

Winner is solely responsible for any sales tax associated with the applicable prize. **ARV of ALL Prizes: \$30,400.00 USD.**

Prize Restrictions and Limitations

All Prizes: All prizes will be awarded provided they are validly claimed by **December 31, 2021** after which no alternate potential Winners will be selected, nor unclaimed prizes awarded. No more than the stated number of prizes will be awarded. Prizes cannot be used in conjunction with any other promotion or offer. Prizes are subject to availability, non-transferable, non-negotiable, not redeemable for cash, non-refundable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute any prize or prize component for one of equal or greater value for any reason. All taxes (including, without limitation, state and federal income taxes) and the reporting consequences thereof associated with the use and acceptance of any prize are solely the responsibility of each Winner. Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. Allow 6-8 weeks for delivery of prizes.

Entry Conditions and Release

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sweepstakes Entities from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an Entry, creation of an Entry participation in the Sweepstakes, acceptance or use or misuse of prize and/or the broadcast, exploitation or use of Entry; and (c) indemnify, defend and hold harmless the Sweepstakes Entities from and against any and all claims, expenses, and liabilities (including, without limitation, reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize.

General Conditions

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal, state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the Winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or

otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Limitations of Liability

The Sweepstakes Entities as set forth above, including Instagram, are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Entry in the Sweepstakes, provided that if it is not possible to award another Entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover prize at its sole discretion.

Disputes/Governing Law

Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of New York or the appropriate New York State Court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

Publicity

Except where prohibited, participation in the Sweepstakes constitutes each Winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

Sweepstakes Winners

For the Sweepstakes Winners' names (available after November 22, 2021), send a hand-printed, self-addressed, stamped envelope to: Winners List, Nespresso National Recycling Day Sweepstakes Winners, c/o Brandmovers, Inc., 590 Means Street, Suite 250, Atlanta, GA 30318. Residents of Vermont residents omit postage.

Official Rules

For a copy of these Official Rules, visit www.nespressorecyclesweepstakes.com or the Nespresso page on Instagram.

ABBREVIATED RULES

LONG PRINT VERSION:

NO PURCHASE NECESSARY TO ENTER OR WIN. The Nespresso National Recycling Day Sweepstakes is open to legal residents of the 50 US states, and DC, 18 and older (or 19 for residents of AL and NE). The "Sweepstakes Period" begins at 7:00:00 AM ET and ends at 11:59:59 PM ET on 11/15/2021. To enter visit the Nespresso page on Instagram, find the Sweepstakes Post and post the hashtag **#NespressoReCycleSweepstakes**, along with an **emoji** AND tag a friend in the comments of the Post. **LIMIT: One (1) entry per person.** A total of 20 Grand Prizes will be awarded. TOTAL APPROXIMATE RETAIL VALUE OF ALL PRIZES: \$30,400.00. Odds of winning depend on number of eligible entries received. Void where prohibited, restricted, or taxed by law. For complete rules, go to www.nespressorecyclesweepstakes.com or the Nespresso page on Instagram. Sponsor: Nespresso USA, Inc., 111 West 33rd Street, New York, NY 10120.

SHORT VERSION (POS/On-Pack/FL Compliant):

NO PURCHASE NECESSARY. The Nespresso National Recycling Day Sweepstakes is open to legal residents of the 50 US & DC, 18 and older (or 19+ for AL and NE). Void where prohibited. Begins at 7:00:00 AM ET and ends at 11:59:59 PM ET on 11/15/2021. **LIMIT: One (1) entry per person.** For complete rules, go to www.nespressorecyclesweepstakes.com or the Nespresso page on Instagram. Sponsor: Nespresso USA, Inc., 111 West 33rd Street, New York, NY 10120.