

the  $3XBluicer^{\scriptscriptstyle{ imes}}$ 

the  $3XBluicer^{m}Pro$ 

With your purchase of a selected 3X Bluicer™. The World's most versatile blenders: Blend, Juice or Both.



# 90 DAYS MONEY BACK GUARANTEE PROMOTION FULL TERMS AND CONDITIONS UK AND IRELAND

The following information on how to claim the offer forms part of these terms and conditions ("Terms and Conditions"). Participation in this 90 Days Money Back Guarantee Promotion ("Promotion") is deemed an acceptance of these Terms and Conditions. Claims must comply with these Terms and Conditions to be valid.

- 1. The promoter is BRG Appliances Limited, Studio 3.2 Power Road Studios,114 Power Road, London, W45PY, United Kingdom ("**Promoter**" or "**Sage**").
- 2. The Promotion commences at 00:00 (CET) on 1<sup>st</sup> August 2021 and closes at 23:59 (CET) on 31<sup>st</sup> October 2021 ("**Promotional Period**"). The Promotional Period may be extended in the sole discretion of the Promoter.
- 3. Participating Products for this Promotion consist of the following Sage Products (hereinafter, each a "**Participating Product**", collectively, "**Participating Products**"):
  - The 3X Bluicer<sup>™</sup> Pro (SJE815BSS)\*
  - The 3X Bluicer (SJE615SHY)\*

### \* Claimant will only be refunded the actual price they paid.

### Definitions

- 4. 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. "**Participating Countries**" means the following countries: Mainland UK [England, Scotland, Wales and Northern Ireland] and Ireland.
  - c. "**Purchase**" means buying a Participating Product during the Promotional Period on Sage's official website at <u>www.sageappliances.com</u> ("**Sage's Official Website**").
  - d. "Proof of Purchase" means generally a receipt clearly confirming a Purchase.

### 90 Day Money Back Guarantee

5. The Promotion enables a customer to Purchase a Participating Product on Sage's Official Website during the Promotional Period and try the Participating Product during a 90 day period. If the customer is not satisfied or the Participating Product does not meet the customer's requirements, the customer can file a claim and return the

Participating Product for a full refund. The claim must be filed within 90 days of the date of Purchase. The Participating Product must be Purchased during the Promotional Period.

## Eligibility

- 6. To be eligible to claim a refund, each claimant must:
  - a. be a resident of and currently living in one of the Participating Countries with a valid postal address. As defined above, the Participating Countries are Mainland UK [England, Scotland, Wales and Northern Ireland] and Ireland.
  - 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, or any other indirect use;
  - e. make a Purchase of a Participating Product during the Promotional Period and retain the original Proof of Purchase in respect of that Purchase;
  - f. File a claim within 90 days of the Purchase of the Participating Product.

### Claim Process and Details

- 7. After the Purchase of a Participating Product during the Promotional Period, if a claimant is not satisfied with the product, claimant can file a claim for a refund within 90 days of the Purchase. To claim a refund, a claimant must take the following steps:
  - a. Visit Sage's Official Website for this promotion and follow the instructions listed under "Right of Withdrawal".
    UK: <u>https://www.sageappliances.com/uk/en/legal/terms-and-conditions.html</u> IE: <u>https://www.sageappliances.com/ie/en/legal/terms-and-conditions.html</u>
  - b. Claimant will be instructed to attach their Proof of Purchase to the webform link ('Create new case') under the Support section listed in the Right of Withdrawal instructions.
  - c. Upon approval by the Sage Returns Centre, a return label for postal purposes will be sent to the claimant. The claimant will have a maximum of 10 business days to return the Participating Product to Sage.
  - d. The Participating Product with all of its attachments and accessories must be returned in its original packaging, free of any food or residues.
  - e. The refund will be processed once the Participating Product is received and checked by the Sage Support Team and it's been confirmed that the Participating Product was used in accordance with the Sage User Manual guide.
  - f. The claimant will receive a refund of the total purchase price they paid for the Participating Product, credited back to the original form of payment used.
  - g. Promoter will only accept returned Participating Products from domestic customers. Trade or commercial customers are excluded from the Promotion and Sage reserves the right to decline the claim.

- h. Promotor reserves the right to refuse to accept multiple Participating Product returns of the same type, or Participating Products suspected to be sourced from a commercial environment.
- 8. Limit of one (1) refund per household. This promotion is only available while stocks last.
- 9. 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 in accordance with the GDPR. 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: UK: https://www.sageappliances.com/uk/en/legal/privacy-policy.html IE: https://www.sageappliances.com/ie/en/legal/privacy-policy.html
- 10. The Promoter accepts no responsibility for lost, stolen, late, damaged or misdirected claims. Claimants must ensure that all personal details provided are correct and complete.

### Invalid claims

- 11. In the event that Promoter determines in its sole discretion that a claim is invalid, claimant will be notified via the email address ("**Notification Email**") provided by the claimant of the reason for this determination.
- 12. The Promoter may, at any time, request additional information to verify the validity of claims and claimants (including a claimant's identity, age and place of residence, and Proof of Purchase) and 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.
- 13. Incomplete, indecipherable or illegible claims will be deemed invalid. Claimants are responsible for ensuring their correct contact email address and other details are provided to the Promoter. The Promoter accepts no responsibility should a Claimant fail to notify the Promoter of correct details or otherwise provide incorrect information.

#### General

- 14. 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.
- 15. 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 this Promotion 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.
- 16. 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.
- 17. Sage reserves the right to modify the terms and conditions of this promotion during the promotion and to adapt them to the changed circumstances. Sage reserves the right to interrupt or terminate this promotion at any time and without prior notice.
- 18. 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;
  - d. any original Purchase documentation or returned Participating Product that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of the Promoter; and
  - e. any tax or other financial liability incurred by a claimant.
- 19. 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 comes closest to the valid content. The same applies to possible regulatory gaps.
- 20. The law of the country of purchasing shall apply.
- 21. Consumer promotion support is available at: United Kingdom: <u>https://www.sageappliances.com/uk/en/support/sage-support.html</u> Ireland: <u>https://www.sageappliances.com/ie/en/support/sage-support.html</u>