

TERMS & CONDITIONS: 2023 NOV-DEC MIELE CM5300 COUNTERTOP COFFEE \$500 REBATE

Updated on: 11/01/2023

1. These terms and conditions (the “**Terms**”) are entered into between you and Miele, Inc., a Delaware corporation (“**Miele**”, “**Company**”, “**we**”, “**us**”) in relation to certain manufacturer rebates offered by us to you.
2. **Definitions.** Capitalized terms have the meanings set out or referred to in this Section 2.

[REBATE 1] Purchase a Miele CM 5300, between **November 13th and December 31st, 2023**, and receive a voucher rebate for \$500.

[REBATE 2] “**Purchase a Miele CM5300 Countertop Coffee Machine**” means a rebate of five hundred US dollars (US \$500) on Miele’s CM5300 Countertop Coffee Machine (#10969250). **To qualify for the \$500 rebate**, a CM5300 Countertop Coffee Machine must be purchased from Miele **[PURCHASED PRODUCT]**, means qualifying Miele appliances, specifically, the Miele CM5300 Countertop Coffee Machine (#10969250).

“**Rebate**” means any [REBATE 1] or [REBATE 2].

“**Rebate Period**” means between **November 13th and December 31st, 2023** during which the [PURCHASED PRODUCTS] must be purchased by you in order to qualify for the [REBATE 1] or [REBATE 2].

“**Terms**” has the meaning referred to in Section 1.

3. **Eligible Participants.** The Rebate shall be available only to residents of the fifty (50) states of the United States of America and the District of Columbia. The Rebate shall not be valid for residents of Puerto Rico, the U.S. Virgin Islands, and any other territory or possession of the United States of America.
4. **Rebate Period.** The qualifying [PURCHASED PRODUCTS] must be purchased by you during the Rebate Period. You must buy the [PURCHASED PRODUCT] either: (i) in person at the store of an authorized Miele dealer (ii) online through an authorized Miele dealer. The purchase of the qualifying [PURCHASED PRODUCT] must be made as one single order at one single time. Actual delivery of the [PURCHASED PRODUCTS] must occur at your address on or before **January 15th, 2024**.
5. **Disqualified Purchases.** The following purchases of any [PURCHASED PRODUCT] will not qualify for any Rebate:
 - a. Any purchase of a [PURCHASE PRODUCT(S)] before the start of the Rebate Period;
 - b. Any order of a [PURCHASE PRODUCT(S)] during the Rebate Period which is later cancelled [by you] and reordered during the Rebate Period; and

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- c. Any order of a [PURCHASE PRODUCT(S)] during the Rebate Period which is later cancelled [by you] and reordered after the Rebate Period.
6. **Qualifications for the Rebates.** The following qualifications apply to the Rebates:
 - a. You must be an end-user consumer who is 18 years or older to qualify for any Rebate. No Rebate shall apply to builders, wholesale buyers, or any person or legal entity that offers for resale (or resells) the [PURCHASED PRODUCTS].
 - b. **To qualify for the [REBATE 2] \$500 rebate**, a CM5300 Countertop Coffee Machine must be purchased from Miele [PURCHASED PRODUCT], means qualifying Miele appliances, specifically, the Miele CM5300 Countertop Coffee Machine (#10969250).
7. **The Advertised Price.** The [REBATE] shall only apply to the advertised price of the [PURCHASED PRODUCTS] and not to any installation services, taxes (including sales tax), delivery services, disposal services, or any other fees.
8. **Rebate Claim Process.** No Rebate shall be applied at the time of purchase of the [PURCHASED PRODUCTS]. To receive and qualify for the [REBATE], you shall submit an online rebate claim. You must submit a rebate claim online to Miele at mieleusa.com/promotions. As a part of any rebate claim you must upload and submit the following proof of purchase: (1) one or more valid order invoice(s); (2) valid proof of payment; and (3) valid proof of delivery. Photocopies or other reasonable copies are acceptable. Online submissions must be received by [11:59 PM Eastern Time] on **January 31st, 2024**. Except as prohibited by applicable law, you shall have at least thirty (30) days from the date you purchase a [PURCHASED PRODUCT] to submit a rebate claim. The [REBATE] shall be valid only at participating authorized Miele dealers. For a list, please see <https://www.mieleusa.com/c/dealer-search-15.htm>. Please allow sixty (60) days or as otherwise required by law to process and issue any Rebate. Unless explicitly stated, THE [REBATE] MAY NOT BE COMBINED WITH ANY OTHER SPECIAL OR DISCOUNTED PRICING OR PROMOTIONS. Please make sure to make and retain copies of the originals and all documents related to the [REBATE] and the [PURCHASED PRODUCTS].
9. **Form of Rebate.** REBATE IS PAID IN THE FORM OF A VIRTUAL MIELE PREPAID MASTERCARD THAT WILL BE SENT TO YOU THROUGH EMAIL. Except as otherwise required by law, the Rebate is limited to one virtual Miele Prepaid Mastercard per household. A valid email address is required to receive payment. Your payment will be delivered through email and include instructions to claim your virtual Prepaid Mastercard. You must claim your card within three (3) months from the date such instructions are sent to you through email. If you fail to claim your card within this time period, your right to the payment will expire after that time. Use your virtual prepaid card online everywhere Mastercard is accepted in the U.S. Card is issued by The Bancorp Bank, Member FDIC, pursuant to license by Mastercard International Incorporated. Mastercard is a registered trademark, and the circles design is a

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trademark of Mastercard International Incorporated. Your use of the prepaid card is governed by the Cardholder Agreement and certain fees may apply. This is not a gift card. Prepaid cards are subject to expiration. Pay close attention to the expiration date of the card. For the status of your rebate claim, please call 1-866-736-1848 or check online at MieleUSrebates@360insights.com.

10. Additional Restrictions.

- a. If any [PURCHASED PRODUCTS] are returned to Miele (or an authorized Miele dealer) after a Rebate has been issued to you, you forfeit the Rebate and you must refund, at your expense, the Rebate funds to Miele in their entirety.
- b. Any Rebate shall be voidable by Miele at its sole discretion if: (i) you fail to timely produce sufficient supporting documentation in order to qualify for the Rebate; or (ii) you otherwise violate these Terms or applicable law.
- c. No Rebate shall be available with respect to any purchase by you which violates any of these Terms and in connection with any such purchase any Rebate shall be automatically void.
- d. No substitutions shall be allowed.

11. Deficient Rebate Claim. If Miele rejects your rebate claim due to (i) fraud; (ii) your failure to submit supporting documentation; or (iii) any other reason Miele deems valid, you will have thirty (30) days to correct any deficiency with the rebate claim. If Miele determines that a rebate claim was erroneously rejected, Miele shall pay the Rebate as soon as practicable but no later than thirty (30) days after we learn of the error.

12. Misrepresentations by You. Any misrepresentation in placing the order, whether innocent or fraudulent, shall disqualify you from the Rebate and other rebates offered by Miele. Miele reserves its right to refer to you (or any other person connected with any misrepresentation) for civil or criminal prosecution.

13. Privacy Policy. Please see the privacy policy located at [Terms of use \(mieleusa.com\)](https://www.mieleusa.com/terms-of-use) for details of Miele's policy regarding the use of personal information collected in connection with this promotional offer. End-consumer personal information will be collected as a part of the promotion.

14. Amendments. Miele may amend or discontinue the Rebate at any time with or without notice, including after an order of [PURCHASED PRODUCTS] is placed.

15. Limitation of Liability. IN NO EVENT SHALL MIELE BE LIABLE FOR MORE THAN THE AMOUNT OF THE [REBATE]. Miele is not responsible for late, lost, mutilated, stolen, misdirected or postage-due requests or mail, computer system, phone line, hardware,

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software or program malfunctions, or other errors, failures or delays in computer transmission or networks connections that are human or technical in nature.

16. **Severability.** If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

17. **Dispute Resolution.** Except as prohibited by applicable law, any dispute, claim or controversy arising out of or relating to these Terms shall be submitted to JAMS, or its successor, for mediation and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of these Terms, including Rules 16.1 and 16.2 of those Rules.