

Buy a new Ember product at one of the participating retailers* between October 1 and October 31, 2024, and the Participant will receive a cashback.

Ember Promotion

Terms and Conditions

Promotional organiser:

This Campaign is a promotion of Ember ("Promoter"). The handling is done by 10XCREW, Don Boscostraat 4, 5611 KW Eindhoven.

Promotion Period:

The Campaign begins on October 1 and ends on October 31. ("Promotion Period").

Eligibility:

Private customers aged 18 and over who are residents and business customers with registered offices in Germany, Netherlands, Belgium, Norway and Sweden are eligible to participate, provided they purchase the product for their own use and not for resale (hereinafter referred to as "Participants") and purchase one of the listed Promotional Products from one of the Participating Retailers during the Promotion Period.

Promotional Products are:

SKU	Name product	EAN
CM210600EU	Ember Cup 6 oz, black	810011401785
CM210605EU	Ember Cup 6 oz, copper	810011401815
CM191000EU	Ember Mug2 10 oz, black	810011400146
CM191002EU	Ember Mug2 10 oz, white	810011400153
CM191005EU	Ember Mug2 10 oz, copper	810011401624
CM191006EU	Ember Mug2 10 oz, rose gold	810011401457
CM191007EU	Ember Mug2 10 oz, stainless	810011401235
CM191004EU	Ember Mug2 10 oz, gold	810011401211
CM191400EU	Ember Mug2 14 oz, black	810011400641
CM191402EU	Ember Mug2 14 oz, white	810011401280
CM191405EU	Ember Mug2 14 oz, copper	810011401686
TM231200EU	Ember Travel Mug 12 oz black	810011402393
CM21XL17EU	Ember Tumbler 16 oz black	810011402539

Participating Retailers are:

Region	Name retailer	Period
Germany	All retailers and eu.ember.com	October 1 till October 31 2024
Netherlands	All retailers and eu.ember.com	October 1 till October 31 2024
Belgium	All retailers and eu.ember.com	October 1 till October 31 2024
Norway	All retailers and eu.ember.com	October 1 till October 31 2024
Sweden	All retailers and eu.ember.com	October 1 till October 31 2024

The Campaign offer does not apply to products purchased through private sales, sales through commercial resellers or online auctions. The date of invoice applies, for online purchases the date of order acceptance.

A maximum of € 500 promotional products per household can be registered and used for participation. A maximum of € 500 promotional products per business can be registered and used for participation. By participating in the Campaign, you represent and warrant that you meet all eligibility requirements.

Promotional Giveaways:

Purchasers of a Promotional Product will receive €20 Cashback (hereinafter the "Promotional Giveaway") as a promotional giveaway when they register the purchase of the product during the promotional period specified below via the promotional mechanics described below. In the event of unforeseen circumstances, the Promotional Organiser may replace the Promotional Giveaways with products of equal or higher value.

Promotion mechanics:

Participant visits campaign URL **promotions.ember.com** to claim the purchase between October 1 2024 and October 31, 2024 ("Claim Period"). An incomplete Claim or a Claim that arrives after November 14, 2024 will not be accepted.

A copy of the proof of purchase for the purchased Promotion Product with the following information: Invoice date/order date, complete type or product name, purchase price, and reseller information.

Within two (2) working days, the Claim will be checked, and the Participant will receive a response via email to confirm whether the Claim has been successful and validated.

If a Claim is deemed to have been submitted incorrectly, the Participant will be notified through email and offered the opportunity to provide the required information within two (2) weeks.

Incomplete claims will be deemed invalid. The Promoter accepts no responsibility for lost, delayed, or damaged data that occurs during any communication or transmission of Claims.

The Promoter reserves the right at its reasonable discretion to disqualify Claims which it considers do not comply with these Terms and Conditions. The Promoter shall have the right, where necessary, to undertake all such action as is reasonable to protect itself against fraudulent or invalid Claims, including, without limitation, to require further verification as to proof of purchase, as well as the identity, age and other relevant details of a Participant.

If a Participant returns the Promotion Product before submitting a Claim, the Participant must not make a Claim. If a Participant returns or cancels the delivery of a Promotion Product after submitting a Claim, the Claim will be invalid, and the Participant must cancel the Claim immediately by sending an email to **promotions@ember.com**. The Promoter reserves the right to check with Participating Retailers whether a Promotion Product has been returned, and by submitting a Claim, the Participant provides consent to the Promoter to do so.

If you have problems with the Claim, please contact customer support via email at **promotions@ember.com**.

If a Participant returns or cancels delivery of the Promotional Product after submitting a claim and receiving the Promotional Giveaway, the Participant must return the Promotional Giveaway to the Promoter. In this case, if a Participant does not return the Promotional Giveaway to the Promoter, the Promoter will charge a price equal to the RRP of the Promotional Giveaway.

Please note the following:

These Terms and Conditions only govern the eligibility for and claim of Promotional Giveaway. The delivery and warranty of the Promotional Product and Promotional Giveaway products are governed by the general rules that apply to the purchase of these products.

Pay-out of the value of the Promotional Giveaway is excluded.

The right to participate cannot be resold or assigned; it applies exclusively to the owner of the registered Promotional Product.

The Promoter is entitled to terminate the Campaign prematurely or to change the Terms and Conditions of participation. This applies in particular to cases of force majeure and in the event that proper implementation of the Campaign cannot be guaranteed for technical and/or legal reasons.

The Campaign offer is only valid while stocks last; this also applies insofar as you have already received a claim confirmation.

We reserve the right to exclude Participants from this Campaign who violate these Terms and Conditions, provide false, misleading or fraudulent information or use unfair means.

Liability:

Promoter is only liable for direct damage caused by the defectiveness of Products made or delivered by it or for direct damage relating to the execution of the orders.

If Promoter is liable for any reason whatsoever, the compensation per event shall never exceed the total amount of the invoice paid by the customer to Promoter for the month concerned by the loss, including Service Charges, or if the loss is covered by Promoter's insurance, the amount actually paid out by the insurer in the case concerned.

Promoter is never liable for indirect damage, including but not limited to loss of profit, consequential damage, loss suffered, lost savings and damage due to business interruption. The Promoter is never liable for loss in respect of third parties.

Data Protection:

The customer's personal data will only be collected, stored and processed for the purpose of carrying out the Campaign. The data will not be passed on to third parties who

are not connected with the execution of the Campaign and will be deleted after the Campaign has ended and all claims arriving from it are time-barred. In all other respects, the use of this data is governed by Ember Technologies Inc's privacy policy (<https://ember.com/pages/privacy-policy>).

Applicable law:

The law of the Netherlands is exclusively applicable, unless otherwise prescribed by law. Nothing in these Terms and Conditions affects the rights of the consumer to rely on the mandatory local law.