

LAVAZZA NORTH AMERICA, INC. LOYALTY PROGRAM TERMS AND CONDITIONS

Effective Date: September 1, 2026

These Terms and Conditions ("Terms") govern your participation in the Lavazza North America, Inc. Loyalty Program ("Program"). By enrolling in the Program, you agree to these Terms. Please read them carefully before enrolling, as well as the Lavazza [Website Terms of Use](#) and the Lavazza [Privacy Policy](#), both of which are incorporated herein by this reference.

PLEASE READ THESE TERMS AND THE WEBSITE TERMS OF USE CAREFULLY BEFORE YOU ENROLL IN THE PROGRAM AS THEY AFFECT YOUR LEGAL RIGHTS AND GOVERN HOW CLAIMS THAT YOU AND WE MAY HAVE AGAINST EACH OTHER ARE RESOLVED. AS OUTLINED IN SECTIONS 9-10 OF THE WEBSITE TERMS OF USE, YOU AGREE THAT ANY DISPUTE THAT CANNOT BE INFORMALLY RESOLVED BETWEEN US WILL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. THE TERMS REFERENCED IN THIS PARAGRAPH MAY NOT APPLY TO YOU TO THE EXTENT PROHIBITED IN YOUR JURISDICTION.

1. Program Overview

1.1 The Program is a customer loyalty rewards program operated by Lavazza North America, Inc. ("we," "us," or "our"), through which eligible members ("Members") earn beans ("Beans") on qualifying purchases of products and services from Lavazza North America, Inc. and redeem those Beans for rewards as described in these Terms. The Program does not have a fixed term; membership continues until the Member's account is closed or terminated in accordance with these Terms.

1.2 The Program is offered at no cost to Members. Beans are earned through qualifying purchases and are not purchased, loaded with monetary value, or exchanged for consideration. Beans have no cash value, are not property of the Member, and do not constitute stored value, a gift card, gift certificate, or prepaid card.

2. Eligibility and Enrollment

2.1 The Program is open to individuals who are at least 18 years of age (or the age of majority in their jurisdiction of residence), reside in the United States, and are purchasing Lavazza products for personal, household, or family use only. The Program is not available to foodservice operators, retailers, distributors, resellers, or any individual or entity purchasing Lavazza products for commercial resale or commercial use.

2.2 To enroll, you must create an account at <https://www.lavazzausa.com/mylavazza> and provide the following information: name, email address, mailing address (including state and zip code), and phone number (optional).

2.3 Enrollment is voluntary. By enrolling, you consent to the collection, use, and disclosure of your personal information as described in Section 13(Privacy) of these Terms and in our [Privacy Policy](#).

2.4 Each individual may hold only one Program account. Accounts are non-transferable.

3. Earning Beans

3.1 Members earn Beans on qualifying purchases made at 1) <https://www.lavazzausa.com/mylavazza> while logged into their Program account, or 2) participating retail locations and authorized online retailers ("Authorized Retailers"). A current list of Authorized Retailers is available at <https://mylavazza.lavazzausa.com/reserved/upload-receipt>

3.2 The standard earning rate is 1 Bean(s) per \$1.00 spent on qualifying purchases. Beans earned are based on the final total value (excluding taxes, shipping, coupons, and returns).

3.3 We may offer bonus Beans promotions from time to time. Bonus Beans promotions will be communicated to Members and are subject to the terms disclosed at the time of the promotion.

3.4 Beans earned on qualifying purchases made at <https://mylavazza.lavazzausa.com/homepage> are credited to the Member's account immediately upon completion of the purchase. To earn Beans through an Authorized Retailer purchase, the Member must upload the receipt to <https://mylavazza.lavazzausa.com/reserved/proof-of-purchase>. For Beans earned through Authorized Retailer purchases, it may take up to fourteen (14) business days to be credited due to the receipt verification process. Beans on items subsequently returned or refunded will be deducted from the Member's account.

3.5 Beans are earned by the Member who makes the qualifying purchase. Beans cannot be pooled, combined, or transferred between accounts except as expressly permitted by us.

3.6 Lavazza My Way Subscription Members.

Members who maintain an active Lavazza My Way Subscription through <https://www.lavazzausa.com/en/my-way-coffee-subscription> earn Beans at double the standard earning rate (2 Beans per \$1.00 spent) on all qualifying subscription orders. The double earning rate applies only to subscription orders processed while the subscription is

active and in good standing. If a subscription is canceled, paused, or lapses, the Member will earn Beans at the standard rate on any subsequent non-subscription purchases. The double earning rate does not apply to one-time purchases, Authorized Retailer purchases, or any other purchases made outside the subscription program.

3.7 Authorized Retailers. We reserve the right to add or remove Authorized Retailers at any time without prior notice to Members. We are not responsible for the acts or omissions of any Authorized Retailer, including any failure to properly report or credit qualifying purchases. Section 3.8 set forth the terms applicable to Beans earned through Authorized Retailer purchases.

3.8 Authorized Retailer Purchase Limits. Beans earned through Authorized Retailer purchases are subject to the following limits: (a) a maximum of three (3) qualifying receipts per Member per calendar month; and (b) a maximum of seventy-five dollars (\$75.00) per receipt. Any purchases exceeding these limits will not be eligible for earning Beans. We reserve the right to modify these limits at any time in accordance with Section 7.

4. Redeeming Beans

4.1 Beans may be redeemed for rewards as described on the Program rewards page at <https://mylavazza.lavazzausa.com/rewards-catalogue>. Available rewards, Bean thresholds, and redemption values are published on that page and updated from time to time. Rewards are subject to restrictions described on the Program rewards page, including expiration as applicable.

4.2 Beans may be redeemed only by the Member who earned them. Redeemed Beans will be deducted from the Member's account balance at the time of redemption.

4.3 Beans may not be redeemed for cash, check, credit, or any form of currency, except where required by applicable law. Beans have no monetary value and may not be sold, auctioned, bartered, brokered, purchased, transferred, assigned, or used to engage in any gambling activity.

4.4 Minimum redemption thresholds may apply as published on the Program rewards page.

5. Membership Tiers

5.1 Tier Structure. The Program includes three membership tiers based on the Member's accumulated Bean balance: Enthusiast, Barista, and Maestro. Members are automatically assigned to a tier based on their accumulated Bean balance or their subscriber status and gain instant access to all benefits associated with that tier. Each Member's benefits cycle ("Benefits Cycle") is a twelve (12) month period beginning on the Member's enrollment date and resetting on each subsequent twelve (12) month anniversary of the enrollment date.

When a Member reaches a tier, they retain access to its benefits for the remainder of the Benefits Cycle even if their Bean balance is below the tier threshold due to Bean redemption or expiration. If a Member reaches the next tier during the same Benefits Cycle, they receive the benefits of that tier in addition to retaining the benefits of the prior tier. Each Member will remain in the tier achieved at the end of the first benefits cycle and for the following benefits cycle (so for an additional 12 months totaling 24 months).

To maintain your level after the first 24 months, you must collect the required number of Beans again or keep an active Lavazza My Way subscription (which guarantees Barista level). If you do not meet these conditions, your level will reset to Enthusiast in the next benefits cycle, which would be for months 25-36.

5.2 Enthusiast Tier. Members with up to 299 Beans are assigned to the Enthusiast tier. Enthusiast tier benefits include: (a) one (1) \$10 Lavazza discount, redeemable one time per Benefits Cycle; and (b) a birthday bonus of 20 Beans, as long as Members birthday is in their account profile.

5.3 Barista Tier. Members with 300 to 799 Beans, or Members who maintain an active Lavazza My Way subscription, are assigned to the Barista tier. Barista tier benefits include: (a) one (1) \$15 Lavazza discount, redeemable one time per Benefits Cycle; (b) free shipping on one (1) order per Benefits Cycle; and (c) a birthday bonus of 30 Beans, as long as Members birthday is in their account profile.

5.4 Maestro Tier. Members with 800 or more Beans are assigned to the Maestro tier. Maestro tier benefits include: (a) one (1) \$20 Lavazza discount, redeemable one time per Benefits Cycle; (b) free shipping on two (2) orders per Benefits Cycle; and (c) a birthday bonus of 50 Beans as long as Members birthday is in their account profile.

5.5 Tier Benefits. All tier benefits, including birthday offers, discounts, and Instant Win sweepstakes opportunities, are subject to availability and any additional terms disclosed at the time the benefit is offered. Tier discounts and free shipping benefits are available for one-time use during each Benefits Cycle and reset at the start of each new Benefits Cycle. Birthday bonuses are credited to the Member's account during the Member's birthday month as indicated in the Member's account profile and as long as Members birthday is in their account profile.

6. Bean Expiration

6.1 Expiration. Beans will expire twelve (12) months after the Member's enrollment date, and any Beans remaining in the Member's account will expire on each subsequent twelve (12) month anniversary of the enrollment date.

6.2 Advance Notice. Before any Beans expire under Section 6.1, we will send the Member a written notice (by email to the address on file) no fewer than thirty (30) days and no more than ninety (90) days before the expiration date. The notice will state the expiration date.

7. Program Changes

7.1 Advance Notice. We may modify these Terms, the earning rate, redemption values, available rewards, or other Program features. Before any modification takes effect, we will provide Members with written notice (by email to the address on file) no fewer than **thirty (30) days** before the effective date for any material modifications that would diminish the Program value to Members.

8. Program Termination

8.1 We may terminate the Program at any time by providing Members with at least **thirty (30) days'** advance written notice (by email to the address on file).

8.2 During the notice period, Members may continue to earn and redeem Beans. All unredeemed Beans will be forfeited at the end of the notice period unless a longer redemption period is required by applicable law.

9. Account Termination and Suspension

9.1 We may suspend or terminate a Member's account and forfeit accumulated Beans if the Member:

- (a) violates these Terms;
- (b) engages in fraudulent, abusive, or illegal activity in connection with the Program;
- (c) provides materially false or misleading information during enrollment or participation; or
- (d) manipulates or exploits the Program in a manner inconsistent with its intended purpose.

9.2 Before suspending or terminating an account under this Section, we will provide the Member with written notice and a reasonable opportunity to be heard, except where immediate action is necessary to prevent fraud or illegal activity.

9.3 Inactivity. If a Member's account has no qualifying purchase, Bean redemption, or other account activity for a period of thirty-six (36) consecutive months, we may terminate the Member's account and forfeit any unredeemed Beans. Before terminating an account under this Section, we will send the Member a written notice (by email to the address on file) at least thirty (30) days before the scheduled termination date ("Pre-Termination

Period”). If the Member logs into their account or makes a qualifying purchase during the Pre-Termination Period, their account will continue to remain active.

9.4 Deceased Members. Upon notification and verification of a Member's death, the Member's account will be closed. Unredeemed Beans are not transferable to the deceased Member's estate, heirs, or beneficiaries and will be forfeited upon account closure, except where prohibited by applicable law.

10. Member Responsibilities

10.1 Members are responsible for maintaining accurate account information, including a current email address.

10.2 Members are responsible for the security of their account credentials. We are not liable for unauthorized access to or use of a Member's account resulting from the Member's failure to safeguard their credentials.

10.3 Members should review their Beans balance and transaction history regularly at <https://mylavazza.lavazzausa.com/reserved/activities>. Any discrepancies must be reported to us within 90 days.

10.4 Members shall be solely responsible for all federal, state, and/or local taxes including, without limitation, income taxes and any reporting consequences thereof in connection with any Beans or rewards. If required by law, as determined by Lavazza in its sole discretion, Lavazza reserves the right to withhold and remit to the appropriate taxing authorities the amount of any taxes due.

10.5 Program Name and Marks. The Lavazza name, logo, and all related trademarks, service marks, and trade dress associated with the Program are the exclusive property of Lavazza North America, Inc. or its affiliates. Members may not use the Lavazza name, logo, or any Program branding for any commercial purpose or in any manner that suggests endorsement, sponsorship, or affiliation without our prior written consent.

11. Limitation of Liability

IF YOU PROVE THAT LAVAZZA HAS IMPROPERLY DENIED YOU ANY REWARD ("REWARD DISPUTE") AND LAVAZZA PROVIDES YOU WITH SUCH REWARD OR A COMPARABLE SUBSTITUTE, THEN SUCH REWARD BE YOUR SOLE AND EXCLUSIVE REMEDY IN CONNECTION WITH THE REWARD DISPUTE.

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL LAVAZZA BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND,

UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT, BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF THE PARTY WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION, USE, OR INABILITY TO USE, OR RELIANCE ON, THE PROGRAM, ACCRUAL OR REDEMPTION OF BEANS, REWARDS, ANY RELATED WEBSITE OR THE CHANGE TO OR TERMINATION OF THE PROGRAM OR THESE TERMS AND CONDITIONS.

12. Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR PARTICIPATION IN THE PROGRAM AND ANY RELATED WEBSITES IS AT YOUR OWN RISK. THE PROGRAM AND ANY RELATED WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NEITHER LAVAZZA NOR ITS SUBSIDIARIES, AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, OR SUCCESSORS (COLLECTIVELY, THE "RELEASED PARTIES") MAKE ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE PROGRAM OR ANY RELATED WEBSITES. WITHOUT LIMITING THE FOREGOING, THE RELEASED PARTIES DO NOT REPRESENT OR WARRANT THAT THE PROGRAM OR ANY RELATED WEBSITES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY ASSOCIATED WEBSITE OR SERVER IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

13. Communications

13.1 By enrolling in the Program, you consent to receive emails regarding transactional communications related to your Program account (e.g., Beans balance updates, expiration notices, and account alerts), and promotional communications regarding special offers, and bonus Beans opportunities. You may withdraw your consent to promotional communications at any time by clicking the unsubscribe link in any promotional email. Please see our [Privacy Policy](#) for additional information.

13.2 Marketing text messages comply with the Telephone Consumer Protection Act (47 U.S.C. § 227). You will not receive marketing text messages unless you have provided prior express written consent. Message and data rates may apply. Please see our [Privacy Policy](#) for additional information.

14. Privacy

14.1 Personal Information. We collect, use, and disclose personal information in connection with the Program as described in our [Privacy Policy](#). Our Privacy Policy includes the Notice of Financial Incentive disclosures required under California and Colorado law. By enrolling, you acknowledge that you have read and understood our Privacy Policy.

15. Dispute Resolution

15.1 All questions or disputes regarding eligibility for the Program, accruing Beans or rewards, interpretation of the Terms or Privacy Policy, or a participant's compliance with the Program, will be resolved as set forth in the following sections of the [Website Terms of Use](#): Section 9. Arbitration; Section 10. Waiver of Class Action; Section 11. Applicable Law and Jurisdiction.

16. General Provisions

16.1 Severability. If any provision of these Terms is held to be unenforceable, the remaining provisions will continue in full force and effect.

16.2 No Waiver. Our failure to enforce any provision of these Terms does not constitute a waiver of that provision.

16.3 Assignment. We may assign our rights and obligations under these Terms in connection with a merger, acquisition, or sale of all or substantially all of our assets, provided the assignee assumes our obligations under these Terms.

16.4 Survival. Sections 11 (Limitation of Liability), 15 (Privacy), and 15 (Dispute Resolution) survive termination of the Program or a Member's account.

17. Contact Information

Lavazza North America, Inc., 1301 Wilson Drive, West Chester PA 19380, Phone: 833-933-0389, email: us.info@lavazza.com, website: <https://www.lavazzausa.com/mylavazza>.