

Starbucks Card Terms & Conditions

Effective September 25, 2018

This Starbucks Card Agreement ("Agreement") is a general terms and conditions concluded between you and AmRest Kávészó Kft. (registered seat: Dunavirág utca 2-6, 3rd tower, 2nd floor, 1138 Budapest, company registration number at the Court or Registration of the Metropolitan Court: 01-09-890124, tax number: 14126444-2-41, phone number: +36 1 423 4000, e-mail address: starbucksungary@amrest.eu, "Starbucks Hungary"), the licensed franchisor of Starbucks Corporation ("we" or "us"), and describes the terms and conditions that apply to your Starbucks Card. By buying, loading or using your Starbucks Card, you explicitly agree to these terms.

You agree that we may unilaterally provide notices, disclosures and amendments to this Agreement, and other information relating to your Starbucks Card by electronic means, including posting such materials online at <http://www.starbucks.hu> for valid reasons, for example:

- changes to generally applicable law which directly affect this Agreement;
- changes to interpretation of law by courts or public authorities which directly affect this Agreement;
- issuance of a ruling or decision by a court or public authority which directly affects this Agreement;
- introduction of new functionalities on the Starbucks Card;
- the need to prevent breach of the law or terms and conditions, or take measures to prevent abuses;
- the need to resolve unclear issues or doubts as to interpretation;
- transformation of Starbucks Hungary (change of legal form), change to the name of Starbucks Hungary, details entered in registers, identification numbers, address and contact details, URL address, or of the e-mail address given in the Agreement.

About Your Account

We issue the Starbucks Card to you. Starbucks Card means a pre-paid gift card, with a unique 16-digit identification code and a 5-digit security code, issued for use by the card holder, entitling the User to perform transactions in Starbucks stores located in Hungary. It allows you to load a Hungarian forint value onto your Starbucks Card for use at participating Starbucks stores. The Hungarian forint value that you load onto your Starbucks Card is a prepayment for the goods and services of participating stores. We offer the Starbucks Card to make it easier for you to shop with us and to make your relationship with us more rewarding. Unless otherwise required by law or permitted by this Agreement, **the Hungarian forint value on your Starbucks Card is nonrefundable** (except for special cases specified in this Agreement) **and may not be redeemed for cash**. The value on your Starbucks Card does not earn interest.

All Starbucks stores in Hungary accept your Starbucks Card.

Starbucks Cards are not targeted towards nor intended for use by anyone under the age of 14. If you are between the ages of 14 and 18, you may only use Starbucks Cards with the consent and under the supervision of a parent or legal guardian who agrees to be bound by this Agreement.

When you register your Starbucks Cards with the Starbucks Rewards® program, the Starbucks Rewards® terms of use will also apply and can be found at www.rewards.starbucks.hu.

Loading Value on Your Card

In Hungary, you can load value on your Starbucks Card by visiting any participating store or going online to <http://www.card.starbucks.hu>. There may be a delay from the time you pay the amount to be loaded onto your Starbucks Card and those funds being available for use.

You may not have more than HUF 70 000 in value on any of your Starbucks Cards at any time, and no more than HUF 15 000 may be associated with any one Starbucks Card in a single day. This means that the activity on any one of your Starbucks Cards cannot exceed HUF 15 000 over the course of a day. The total value you may load onto all of your Starbucks Cards, may not exceed HUF 2 500 000 on any given day. The total value of payment transacted with your Starbucks Card cannot exceed HUF 300 000 000 million in any 12-month period. There is a minimum amount that you may load on Starbucks Card at any given time and that amount is HUF 1500. We may change any of these amounts at any time without notice to you by amending this Agreement.

If you use a credit or debit card to purchase or reload your Starbucks Card, prior to charging your credit or debit card, an authorization process will occur for the amount of your purchase or reload transaction ("Transaction"). The authorization process managed by PayU S.A. company will validate the credit or debit card number, expiration date and CVV2/CVC2 code to ensure that

it matches what the bank or card company has on file. Your bank or Starbucks Hungary may attempt to contact you for additional information prior to authorizing the Transaction amount.

For credit cards, once an authorization is received, you may notice a decrease in your available credit line. Your bank may hold this Hungarian forint amount from your credit line or available balance for a short period of time determined by the policy of your bank before your Transaction is fulfilled. For debit cards, your bank may pre-authorize a charge to your deposit or checking account and place a temporary hold on the funds before your Transaction is fulfilled. Regardless of whether you use a credit or debit card, your card will be charged only upon fulfillment of your Transaction. If your Transaction is cancelled, Starbucks Hungary will request an authorization reversal on your behalf. Reversal times may vary. We recommend contacting your bank or credit card company to learn about their authorization and authorization reversal policies.

All amounts loaded onto your Starbucks Card are denominated in Hungarian forint currency. Starbucks Cards purchased in Hungary may be used in Hungary only. Transactions that occur on our website are denominated in Hungarian forint.

To make reloading your Starbucks Card easier, you can use our online reload feature. By linking a payment method to your Starbucks account which you can access at <http://www.card.starbucks.hu> , you can reload your Starbucks Card whenever you like. You can also reload your Starbucks Card in-store.

Promotional Programs

From time to time, we may, in our sole discretion, run promotional programs associated with the Starbucks Card program ("Promotions"). Such Promotions are subject to these terms, as well as additional terms as indicated in connection with the Promotions. We reserve the right to modify the terms and conditions of any Promotion at any time, including and up to terminating the Promotion.

Fees and Expiration of Card Balances

We do not charge any activation, service, dormancy or inactivity fees in connection with your Starbucks Card. Your Starbucks Card is valid for a 24-month period from the date of its last use, which means the date of the last Card reload or transaction made with the Card.

Receipts and Transaction History

When you use your Starbucks Card, we will provide a receipt regarding your purchase. The receipt will indicate that the purchase was made using a Starbucks Card. Please check your online transaction history regularly to ensure that your transaction history and account balance are correct. You can check the balance of your Starbucks Card or review recent transactions on your Starbucks Card at <http://www.card.starbucks.hu>. You will need to have your Starbucks Card available in order to access your account.

Billing Errors, Corrections

We will correct the balance of your Starbucks Card if we believe that a clerical, billing or accounting error occurred. If you have questions regarding your transaction history or any correction, or if you wish to dispute any transaction or correction that has been applied to your Starbucks Card, please call Customer Service at +36 1423 4101. Assuming you provide sufficient details, we will review your claim and tell you what we find. We will correct any error promptly after we finish our review. If we do not find any error, we will explain what we found. We have no obligation to review or correct any billing error unless you provide us sufficient notice for us to review your claim within thirty (30) days of the date of the transaction in question.

Fraud Associated with Your Starbucks Card or Card Balance

We will not accept any Starbucks Card or will limit use of any Starbucks Card or Starbucks Card balance, if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful, and we consider such action appropriate to limit our risk. Starbucks Hungary does not control who may sell preloaded Starbucks Cards, nor can we control the price or preloaded denominations offered by independent sellers. Consequently, Starbucks Hungary has no liability to you for any third party fraud or unlawful activity associated with any Starbucks Card balance. **If Starbucks Hungary discovers any Starbucks Card or Starbucks Card balance was sourced or derived from fraud or other unlawful means, in our sole discretion, we may cancel all impacted Starbucks Cards and retain all related Starbucks Card balances with notice to you. We may use retained Starbucks Card balances to help offset our liability to card companies, networks and issuers of lost or stolen credit and debit cards used to purchase or load Starbucks Cards.**

Registration, Liability for Unauthorized Transactions

To register your Starbucks Card, please visit <http://www.starbucks.hu>. When registering for or purchasing a Starbucks Card, you agree that you will: (i) provide complete and accurate information about yourself; and (ii) update such information if it changes. If you do not provide or update such information, or if we have reasonable grounds to suspect that you have not provided or updated

such information, we shall have the right, in our sole and absolute discretion, to disable your Starbucks Card. If you believe your Starbucks Card has been disabled in error, please call +36 1423 4101. You are responsible for: (a) the accuracy of all information that you provide to us; and (b) maintaining the confidentiality and security of your Starbucks Card information.

You should treat your Starbucks Card like cash and not disclose your Starbucks Card information to anyone. **Starbucks Hungary does not take responsibility for loss, theft or damage of your Starbucks Card.** If your Starbucks Card or Starbucks Card information is lost or stolen, anyone who obtains possession of either may use your Card. You are responsible for all transactions on your Starbucks Card, including unauthorized transactions. However, if your Starbucks Card is lost, stolen or destroyed, your Starbucks Card can be replaced with the balance remaining on it at the time you contact us, but only if you have previously registered it with us.

If your registered Starbucks Card becomes lost, stolen or damaged, contact us immediately either by logging into your account on <http://www.card.starbucks.hu> or by calling +36 1423 4101. Your registered Starbucks Card balance is protected from the time you notify us. We will freeze the remaining balance on your Starbucks Card at the time you notify us and will load that remaining balance on a replacement Starbucks Card.

Privacy Statement

Please read Starbucks Privacy Policy at <http://www.starbucks.hu/about-us/company-information/online-policies/privacy-statement> carefully to understand how Starbucks collects, uses and discloses information about customers, how to update or change your personal information and how we communicate with you.

Changes to This Agreement

We may amend this Agreement at any time. We will post the amended Agreement to our website at <http://www.starbucks.hu>, and for a period of thirty (30) days after we post the amended Agreement, we will also post a notice on our website stating that the terms of this Agreement have changed. As permitted by Hungarian law, any change, addition or deletion will become effective at the time we post the revised Agreement to our website. Unless we state otherwise, the change, addition or deletion will apply to your future and existing Starbucks Cards. You are deemed to accept the changes, additions or deletions if: (1) you do not notify us to the contrary in writing within 30 days of the date of our notice or such other time specified in the notice; or (2) you use any of your Starbucks Cards after such notice period. If you notify us that you do not accept the changes, additions or deletions, we will cancel your Starbucks Cards and refund any remaining balance to you.

Cancellation of This Agreement

We may suspend or terminate this Agreement and revoke or limit any or all of the rights and privileges granted to you at any time without notice or liability. Termination may result from your fraudulent or unauthorized use of the Starbucks Card including your failure to provide valid information. For example, transferring balances between different Starbucks Cards solely for the purpose of obtaining cash back is an unauthorized use of the Starbucks Card and if we deem it appropriate to limit our losses we will **cancel any such Starbucks Card and retain any balances associated with those Starbucks Cards. If we terminate this Agreement without cause, we will refund or issue store credits equal to the balance on your cancelled Starbucks Card(s), less any amounts that you may owe us.**

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Hungary.

Disclaimers and Limits of Liability

Starbucks Hungary and its affiliates make no representations, warranties or conditions of any kind, express or implied, with respect to the Starbucks Card, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance. Starbucks Hungary undertakes all reasonable measures to ensure the proper and uninterrupted operation of your Starbucks Card and the relevant technology systems; however, due to unforeseeable circumstances not attributable to Starbucks Hungary (i.e. electricity failure, etc.), Starbucks Hungary does not represent or warrant that your Starbucks Cards will always be accessible or accepted.

In the event that Starbucks Hungary or its affiliates are found liable to you, you shall only be entitled to recover actual and direct damages and such damages shall not exceed the last balance held on your Starbucks Card – except for damage caused deliberately or in case of damage to human life, physical integrity or health. Starbucks Hungary and its affiliates shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use) arising out of or in any way connected with this Agreement, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if we or our authorized

representatives have been advised of the possibility of such damages. In no event shall Starbucks Hungary or its affiliates have any liability for unauthorized access to, or alteration, theft or destruction of a Starbucks Card through accident, misuse or fraudulent means or devices by you or any third party, or as a result of any delay or mistake resulting from any circumstances beyond our control.

Assignment

We may assign all or part of this Agreement without notice to you. We are then released from all liability. You may not assign this Agreement without our prior written consent and any attempted assignment will be void.

Entire Agreement, Construction

This Agreement is the complete and exclusive statement of agreement between you and Starbucks Hungary, and supersedes and merges all prior proposals and all other agreements governing your Starbucks Card (not including Starbucks Privacy Policy <http://www.starbucks.com/about-us/company-information/online-policies/privacy-policy>, the Starbucks.hu Terms of Use <http://www.starbucks.com/about-us/company-information/online-policies/terms-of-use> or the My Starbucks Rewards® Terms & Conditions <http://www.starbucks.com/card/rewards/rewards-program-ts-and-cs>, as applicable). If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

Inquiries or Questions

If you have any questions regarding this Agreement or your Starbucks Card, please visit our website at <http://www.starbucks.hu> or call us at +36 1423 4101.

As out-of-court methods of complaint consideration and claim enforcement, you may turn to the Budapest Capital Government Office, Office of District V, Consumer Protection Department (address: 1051 Budapest, József nádor tér 10.) or to the Budapest Arbitration Board (address: 1016 Budapest, Krisztina krt. 99. 3rd floor, 310, phone number: 06-1-488-2131, website: www.bekeltet.hu). Detailed information on out-of-court methods of complaint consideration and claim enforcement and the rules of access to the procedures is available on the website of the Hungarian Ministry of Innovation and Development: www.fogyasztovedelem.kormany.hu.

Notice to Customers: Please note that the registered seat of AmRest Kávészó Kft. has changed since the issuance of the Starbucks Card therefore the Starbucks Card contains the old registered seat. The current registered seat of AmRest Kávészó Kft. where you can contact us is 1138 Budapest, Dunavirág utca 2-6. 3rd tower, 2nd floor.