# STARBUCKS REWARDS™ TERMS OF USE

Effective Date: Sep 25, 2018

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE STARBUCKS REWARDS PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT PARTICIPATE IN THE STARBUCKS REWARDS PROGRAM.

These Terms of Use apply to your access to and participation in the Starbucks Rewards program ("Starbucks Rewards") which is operated by Starbucks Corporation, or its respective subsidiaries, licensees and affiliated companies (collectively, "Starbucks") in Hungary, namely by AmRest Kávézó Kft. (registered seat: Dunavirág utca 2-6, 3<sup>rd</sup> tower, 2<sup>nd</sup> floor, 1138 Budapest, company registration number: 01-09-890124, tax number: 14126444-2-41). These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with Starbucks for other products and services, such as Starbucks Cards. Starbucks reserves the right to change, modify and/or eliminate Starbucks Rewards and/or all or any portion of these Terms of Use or any policy, FAQ, or guideline pertaining to Starbucks Rewards at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to <a href="https://www.starbucks.hu">www.starbucks.hu</a>, and you waive any right you may have to receive specific notice of such changes or modifications. Your participation in Starbucks Rewards confirms your acceptance of these Terms of Use and any such changes or modifications; therefore, you should review these Terms of Use and applicable policies and FAQs frequently to understand the terms and conditions that apply to Starbucks Rewards. If you do not agree to the Terms of Use, you must stop participating in Starbucks Rewards.

The Starbucks Rewards program is intended for personal use only. Commercial use is prohibited. This program is 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 Rewards under the supervision and with the consent of a parent or legal guardian who agrees to be bound by these Terms of Use.

Please read the Privacy Statement (<a href="http://www.starbucks.hu/about-us/company-information/online-policies/privacy-statement">http://www.starbucks.hu/about-us/company-information/online-policies/privacy-statement</a>) carefully to understand how Starbucks collects, uses and discloses information about customers and how to update, change or ask for deletion of your personal information and how we communicate with you.

Starbucks Rewards is one way in which Starbucks endeavors to reward and thank loyal customers for patronizing our business, and purchasing Starbucks® products. Members of Starbucks Rewards can earn and accumulate "Stars" that can be redeemed for Starbucks Rewards benefits, also known as "Rewards," at participating Starbucks stores in Hungary.

#### JOINING STARBUCKS REWARDS

There is one way to enroll in Starbucks Rewards and begin accumulating Stars:

If you have activated a physical Starbucks Card, visit <u>www.starbucks.hu</u>. Follow the prompts to create an account and register a physical Starbucks Card. The minimum balance required to activate a physical Starbucks Card is HUF 1500 (one thousand five hundred forints).

Starbucks Cards are physical Starbucks branded plastic cards that are available for sale from participating Starbucks stores.

The registration process may require that you provide the following information: email address (required to receive all eligible Rewards), password, physical address, telephone number, Starbucks Card number, and card security code (CSC) (this can be found under the scratch-off layer on the Card), birthday, name, and marketing preferences.

After the Registration is correctly completed, you receive an e-mail sent to the email address given during the registration process confirming registration. To successfully complete registration, open the activation link provided in the e-mail. This activation link is valid for twenty-four hours from the moment it is sent. If an activation link expires the registration procedure must be performed once again.

#### **EARNING STARS**

The benefits that are available to you through Starbucks Rewards are based on the number of "Stars" that you earn. You can earn Stars by making purchases using a Starbucks Card registered to your account to pay at participating Starbucks stores in Hungary.

You will earn Stars based on the gross value of your in-store purchase at the rate of one (1) Star for each One Hundred and Sixty Forints (HUF 160) you spend using your registered Starbucks Card. Some exclusions apply. For example, you cannot earn Stars on Starbucks Card activations, reloads and transfers. Taxes, tips, donations, and fees, including without limitation, shipping and handling fees, gift wrapping fees, delivery fees, and bag fees, may also be excluded and ineligible for Star accrual. Stars may be

earned and awarded in fractional amounts depending on the value of your purchase. For example, for the purchase value of HUF 1680 you will receive 10.5 Stars.

Generally, Stars for qualifying purchases from participating stores are automatically added to your account within twenty-four (24) hours. From time to time we may offer you special promotions that offer you "Promotional Stars." Promotional Stars, such as "bonus" Stars, will be awarded as described in the applicable promotional offer and will be subject to any additional terms set forth in the promotional offer.

If you void a purchase made with your registered Starbucks Card, Starbucks will deduct the Stars that you were awarded for that purchase, potentially resulting in a negative Star balance on your account. If you return merchandise or packaged coffee, food and tea that you purchased with your registered Starbucks Card (note: an original receipt or gift receipt is required), your funds will be returned to you on a Starbucks store credit card, but Starbucks will not deduct Stars from your account. Starbucks store credit cards may be used in any participating Starbucks store, but they are not Starbucks Cards. For example, store credit cards do not accrue Stars and cannot be registered or reloaded for additional value.

If you use multiple forms of payment in one transaction, such as cash, credit card, or an unregistered Starbucks Card, the registered Starbucks Card that you use will be awarded a prorated number of Stars based on the eligible purchase amount that was applied to your registered Starbucks Card.

Stars which are awarded to a Member but have not been used expire 24 (twenty-four) months from the most recent transaction made using a Starbucks Card. A purchase made using a Starbucks Card or Card reload is considered a transaction. Additionally, Stars also expire when a Starbucks Card expires (Starbucks Cards have 24-month validity from the last time reloaded or used) or if a Member closes his/her account.

#### STARBUCKS REWARDS LEVELS

Currently, there are two (2) levels of benefits within Starbucks Rewards that are determined by the number of Stars that you accumulate in your account each year. By opening an account and registering a Starbucks Card, you will be automatically enrolled in Starbucks Rewards at the Green Level. If you earn at least two hundred (200) Stars within the twelve (12) month period following your enrollment date, you will qualify for the Gold Level. Green Level remains unchanged if you collect less than 200 Stars during a period of a year (12 months). The 12-month period is calculated from the date you complete your Registration – i.e.by clicking on the account activation link in the e-mail sent to you during the registration process.

Once you reach a specific level within Starbucks Rewards, you will receive the benefits that are applicable to that level at that time. However, you must continue to earn and accumulate Stars to maintain your benefit level.

To maintain all benefits of the Green Level, you must earn at least one (1) new Star during each consecutive 24-month period following your enrollment date. If you do not earn at least one (1) new Star in each 24-month period, your Star balance will automatically reset to zero (0) and you may no longer be eligible to receive Starbucks Rewards benefits.

To maintain the Gold Level, you must earn at least two hundred (200) new Stars during each consecutive 12-month period following the date you reached the Gold Level. If you do not earn two hundred (200) new Stars in 12 months, you will be placed at the Green Level of Starbucks Rewards.

If you have provided Starbucks with a current, valid email address, you will receive an email from Starbucks approximately twenty-four (24) hours after the free reward coupon is loaded to your account indicating that your Reward is available to you.

You can view and track your Star balance and available Rewards on <u>card.starbucks.hu</u>. Starbucks reserves the right to change the number of benefit levels and to change the benefits and Rewards associated with each level in its sole discretion at any time.

## **GREEN LEVEL REWARDS**

By registering your Starbucks Card, you are automatically entered into the "Green Level" of Starbucks Rewards. Rewards may include:

- 1. 50 bonus Stars awarded once you join the Program;
- 2. a right to receive, upon accumulation of 100 (One Hundred) "Stars", a free "tall" or "grande" sized beverage of your choice from any beverages available, apart from freshly squeezed juices and bottled beverages from the Starbucks Coffeehouse standard product range with one added extra of your choice (whipped cream, any syrup which is available, or an espresso shot);
  - You must present a QR Code or coupon number to receive your complimentary item.

o If you have provided Starbucks with a current, valid email address, you will receive a reminder email from Starbucks with your QR code and coupon number approximately twenty-four (24) hours after earning your 100<sup>th</sup> Star indicating that your Reward is available to you.

Remember to redeem your Reward at participating store within 30 days before it expires.

- 3. Early or extended access to certain promotions and offers. Starbucks may offer to you as a Starbucks Rewards member early or extended access to special menu items or discounts. You may take part in these offers by paying with your registered Starbucks Card at participating stores.
- 4. Special offers and coupons. Special offers may be distributed by email. You must give your consent to receive promotional and marketing offers from Starbucks and may be required to provide a valid email, telephone and physical address to receive your special offers. Special offers may include periodic discounts on food, beverages and merchandise, or the opportunity to earn "bonus" Stars. Special offers may have certain restrictions including expiration dates and short, time-limited redemption periods. Special offers cannot be shared, copied, exchanged to other offers or transferred. You may be required to present or pay with your registered Starbucks Card to redeem special offers. Read each offer carefully for specific details, expiration dates, limitations and restrictions and to learn when bonus Stars will be awarded to your account.

#### **GOLD LEVEL REWARDS**

After you earn two hundred (200) Stars in a 12-month period, you reach the "Gold Level". Gold Level Rewards may include:

- 1. Green Level Rewards.
- 2. Birthday Reward. Birthday Reward once a year on your birthday a right to receive one of the following gifts (of your choice):
  - one free beverage of your choice from among the hot or cold espresso beverages available, or "tall" or "grande" chocolate or tea from the Starbucks Coffeehouse standard product range with one added extra of your choice (whipped cream, any syrup which is available, or an espresso shot

or

• any available cake from the Starbucks Coffeehouse dessert range.

Your complimentary birthday Reward will be automatically added to your account on your birthday. The offer for the Birthday Reward is available on your birthday and shall expire in 30 (thirty) days from your birthday. You must present your registered Starbucks Card to the barista at a participating store to redeem your Reward and receive your complimentary birthday item.

If you have provided Starbucks with a current, valid email address, you will receive an email from Starbucks indicating that your Reward is available to you. You can check to see if your birthday Reward is available by accessing your Starbucks Rewards account on <a href="https://www.starbucks.hu">www.starbucks.hu</a>.

- 3. One free topping per transaction. A right to one added extra topping to a beverage for each purchase of a beverage made using value loaded onto registered Starbucks Card (of the Member's choice: whipped cream, any syrup which is available or an espresso shot);
- 4. Bonus Anniversary Stars 25 (twenty-five) "anniversary" stars will be automatically awarded each year (12 months) after attaining and maintaining Gold Status in the program. The 12-month period is calculated from the date you reach Gold Level.

### Miscellaneous

These Starbucks Rewards Terms of Use complement and incorporate by reference the Starbucks Card Terms and Conditions. In the event of any conflict between the Starbucks Card Terms and Conditions and these Starbucks Rewards Terms of Use, the Starbucks Card Terms and Conditions control.

There are no membership fees associated with Starbucks Rewards. Stars accumulated under the program are promotional and have no cash value.

Your Stars, Rewards, registered Starbucks Cards, and your account under Starbucks Rewards are personal to you and may not be sold, transferred or assigned to, or shared with, family, friends or others, or used by you for any commercial purpose. You may have only one (1) Starbucks Rewards account that is personal to you.

Without notice to you, AmRest Kávézó Kft. reserves the right to suspend any Starbucks Card and/or terminate your account and/or your participation in Starbucks Rewards if Starbucks determines in its sole discretion that you have violated these Terms of Use,

that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful. Starbucks may, in its sole discretion, suspend, cancel or combine accounts that appear to be duplicative. In the event that your participation in Starbucks Rewards is terminated, then all accumulated Stars in your account are void.

Without notice to you, Starbucks also reserves the right to "unregister" and make ineligible for the Starbucks Rewards program any Starbucks Card or account that has been inactive for two (2) consecutive years. Inactive is defined as no Stars earned. In the event that your Starbucks Card or account is unregistered or rendered inactive, then all accumulated Stars in your account are void.

Starbucks reserves the right to terminate, discontinue or cancel the Starbucks Rewards program at any time and in its sole discretion without notice to you.