

## Starbucks® Rewards Starland Member Game Official Rules - US

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. Eligibility:** Starbucks® Rewards Starland (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are at least eighteen (18) years old and who are members of the Starbucks Rewards loyalty program at the time of entry ("Entrant(s)"). Employees of Merkle Inc., and any of their direct or indirect parent and affiliate companies, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion includes an instant win game ("Instant Win Game") and a sweepstakes ("Sweepstakes").

**2. Sponsor:** Starbucks Corporation, 2401 Utah Ave. S, Seattle, WA 98134. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Promotion begins on September 28, 2020 at 5:00 a.m. Pacific Time ("PT") and ends on October 28, 2020 at 11:59 p.m. PT (the "Promotion Period"). For purposes of this Promotion, a "day" begins at 12:00 a.m. PT and ends at 11:59 p.m. PT, except the first day which begins at 5:00 a.m. PT and ends at 11:59 p.m. PT. Administrator's computer is the official time-keeping device for this Promotion.

**4. How to Enter:** During the Promotion Period, visit <https://www.starbucksrewardsstarland.com/> ("Promotion Site") and sign into your Starbucks Rewards account ("Account"). Each Entrant will automatically receive one (1) game play for registering for the Promotion and viewing the provided "Onboarding" experience (first visit only).

Then, there are two (2) ways to earn a game play, as outlined below.

**a. Make a Purchase at Starbucks Using a Starbucks Card or linked payment method, or by scanning your Starbucks app prior to checkout:** During the Promotion Period, make a qualifying purchase (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) at a participating Starbucks retail location in the United States. Then, visit the Promotion Site and sign into your Account and you will have received one (1) game play. Follow the links and instructions to interact with the experience and play the applicable game and you will receive either an Instant Win Game prize or one (1) Sweepstakes "token." If you receive a Sweepstakes token, follow the links and instructions to select one (1) of the listed prizes for which you would most like to win or you may "bank" your Sweepstakes token to use at a later date during the Promotion Period. You will receive one (1) Sweepstakes entry into the drawing for the prize you selected. Any unallocated Sweepstakes tokens at the end of the Promotion Period will expire. If you are a potential winner of a prize, you will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the game.

**b. Enter without Making a Purchase:** During the Promotion Period, to play without making a purchase, visit Promotion Site and follow the links and instructions to complete

and submit the entry form. An email with a unique link will be sent to the email address you provided on the form. Click on the unique link to enter the Promotion Site and sign into your Account and you will have received one (1) game play. Follow the links and instructions to interact with the experience and play the applicable game and you will receive either an Instant Win Game prize or one (1) Sweepstakes "token." If you receive a Sweepstakes token, follow the links and instructions to select one (1) of the listed prizes for which you would most like to win or you may "bank" your Sweepstakes token to use at a later date during the Promotion Period. You will receive one (1) Sweepstakes entry into the drawing for the prize you selected. Any unallocated Sweepstakes tokens at the end of the Promotion Period will expire. If you are a potential winner of a prize, you will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the game.

Limit: Each Entrant may earn one (1) game play during the Promotion Period for registering for the Promotion/viewing the Onboarding; each Entrant may earn up to two (2) game plays per day during the Promotion Period by either making up to two (2) purchase transactions; or up to two (2) "free" requests; or a combination of the purchase and free entry method for a total of two (2) plays per day.

Multiple Entrants are not permitted to share the same email address or Account. Each Entrant is limited to only one (1) Account. Any attempt by any Entrant to obtain more than the stated number of plays by using multiple/different email addresses, Accounts, identities, registrations and logins, or any other methods will void that Entrant's plays and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the Starbucks Rewards account or email address used to register will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

**5. Safe and Appropriate Use of Augmented Reality Game:** Be sure to be aware of your surroundings while using the augmented reality services of the game. You agree that such use is at your own risk and that you will not use the services to violate any applicable law or regulation. You agree that in conjunction with your use of the augmented reality services you will not make available any unlawful, inappropriate, or commercial content.

In using the augmented reality services, you agree to maintain safe and appropriate contact with other players and other people in the real world. You will not harass threaten or otherwise violate the legal rights of others. You will not trespass and will not otherwise engage in any activity that may result in personal injury, death, property damage, nuisance, or liability of any kind.

You agree to release and hold harmless Sponsor, Administrator, and each of their respective direct or indirect parents, subsidiaries, affiliates, related entities, suppliers, distributors, advertising/promotion agencies and each such company's officers, directors, members, employees, contractors, and agents (collectively, the "Released Parties") from and against any and all losses, liability, illness, injury, claim or cause of action, including, but not limited to, personal injury, death, property damage, nuisance, or liability of any kind, arising out of use of the augmented reality services.

**6. Sweepstakes/Instant Win Game Functionality:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners for each are final and binding in all matters related to the Promotion.

For the Sweepstakes: Administrator will randomly select each potential Sweepstakes winner from all eligible entries for each respective prize pool received during the Promotion Period on or around October 29, 2020. For the Instant Win Game: There will be 2,499,500 random, computer-generated winning times, one for each prize listed below, during the Promotion Period. For the Fourth Prize, there will be twenty-nine thousand five hundred (29,500) random, computer-generated winning times from September 28, 2020 at 5:00 a.m. PT and October 4, 2020 at 11:59 p.m. PT; for the Sixth Prize, there will be three hundred eighty-nine thousand three hundred (389,300) random, computer-generated winning times from September 28, 2020 at 5:00 a.m. PT and October 4, 2020 at 11:59 p.m. PT; for the Eighth Prize, there will be one hundred thousand five hundred (100,500) random, computer-generated winning times from September 28, 2020 at 5:00 a.m. PT and October 4, 2020 at 11:59 p.m. PT. If you are the first player to play the game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated.

**7. Verification of Sweepstakes and Instant Win Game Winners:** All potential winners are subject to verification by Sponsor or Administrator. An Entrant is not a winner of any prize, even if the Instant Win Game or Sweepstakes should so indicate, unless and until Entrant's eligibility and the potential winning play/entry has been verified and Entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

Receiving a prize is contingent upon compliance with these Official Rules. Each potential winner (parent/legal guardian if winner is a minor in his/her state of residence) of a prize valued at or over \$600 will be sent an email to the email address associated with his/her Account and required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration"), and an IRS Form W-9 which must be received by Administrator, within three (3) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration, tax forms or any other requested information within the required time period, potential winner forfeits the prize. In the event that a potential Sweepstakes prize winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all eligible entries. There will be three (3) alternate drawings after which the applicable prize will remain unawarded. Unclaimed Instant Win Game prizes will not be awarded. Sweepstakes prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion (unless otherwise noted below); Instant Win Game prizes will be fulfilled within thirty (30) days after the conclusion of the Promotion (unless otherwise noted below).

## **8. Prizes:**

**Sweepstakes Prizes:** FIFTY (50) FREE HANDCRAFTED DRINKS FOR A YEAR GRAND PRIZES: "Free Handcrafted Drinks for a Year." Winner will receive a daily credit to his/her Account for one (1) year (three hundred sixty-five (365) days) for one (1) free standard menu handcrafted beverage item (excluding alcoholic and bottled beverages) redeemable at participating Starbucks stores in the U.S. Beverage credits expire daily and are non-transferable. The one (1) year period begins January 4, 2021 and ends January 3, 2022. At any time during the 1-year period, Sponsor may pay the remaining credit balance to the winner as a cash payment, to be reasonably determined by Sponsor, in satisfaction of the prize award. Approximate Retail Value ("ARV"): \$1,981.95. FIFTY (50) FREE HANDCRAFTED DRINKS & BREAKFAST FOR 6 MONTHS GRAND PRIZES: "Free Handcrafted Drinks & Breakfast for 6 Months." Winner will receive a daily credit to his/her Account for six (6) months (one hundred eighty (180) days) for one (1) free standard menu handcrafted beverage item (excluding alcoholic and bottled beverages) and one (1) free breakfast sandwich, wrap, sous vide egg bites or bakery item, excluding packaged goods (or the two highest value items in the transaction, within the two categories) redeemable at participating Starbucks stores in the U.S. Beverage and food credits expire daily and are non-transferable. The six (6) month period begins January 4, 2021 and ends July 3, 2021. At any time during the 6-month

period, Sponsor may pay the remaining credit balance to the winner as a cash payment, to be reasonably determined by Sponsor, in satisfaction of the prize award. ARV: \$1,554.90. ONE HUNDRED (100) STARBUCKS GIFT CARD GRAND PRIZES: A \$500 Starbucks digital gift card. Terms and conditions of gift cards apply. ARV: \$500.00. ONE HUNDRED (100) BONUS STARS GRAND PRIZES: Fifteen thousand (15,000) Bonus Stars which will be added to their Starbucks Rewards Account used to register for the Promotion. ARV: \$495.00. THREE HUNDRED (300) TRIPLE STARS GRAND PRIZES: "Triple Stars for a Year." Winner will receive three (3) times the Stars that he/she receives per qualifying transaction, during a one (1) year period (three hundred sixty-five (365) days). The one (1) year period begins January 4, 2021 and ends January 3, 2022. During the one (1) year period, each winner will receive three (3) times the number of Stars that they receive for qualifying purchases made using their Starbucks card or Starbucks App. If winner does not make any purchases or does not meet the minimum prize during the year, they will receive up to three thousand eight hundred seventy-nine (3,879) Bonus Stars loaded onto their account on or around February 10, 2022. ARV: \$115.63.

For all Sweepstakes Prizes: The first daily credit will be loaded to winners' accounts on or around January 4, 2021. Winner must present a Starbucks Card or scan their Starbucks app prior to checkout to redeem the free food or handcrafted beverage item. Credits will expire at 11:59 p.m. PT of each day and will not accumulate in the winner's account.

Winners that are not Starbucks Employees: Free Handcrafted Drinks for a Year Grand Prize Winners and Free Handcrafted Drinks & Breakfast for a 6 Months Grand Prize Winners will be responsible for income tax based on the retail price of the items that are redeemed and will receive an annual IRS Form 1099 for each tax year where the total value of the prize redeemed is equal to \$600 or more. Odds of winning a Sweepstakes prize depend on the number of eligible entries received for each applicable prize drawing. Starbucks Card and Starbucks Account terms and conditions apply.

Winners that are Starbucks Employees: Each winner will receive an annual form reflecting the taxable value of the Sweepstakes and Instant Win Game prizes redeemed. The taxable value will reflect any employee discount the winner would otherwise be eligible to receive. The taxable amount will be reported by Starbucks Corporation to winners that are residents in the U.S. on an annual IRS Form W-2. Winners are responsible for any taxes and fees associated with prize receipt and/or use.

Limit: one (1) Free Handcrafted Drinks for a Year Grand Prize, one (1) Free Handcrafted Drinks & Breakfast for 6 Months Grand Prize, one (1) Starbucks Gift Card Grand Prize, one (1) Bonus Stars Grand Prize, and (1) Triple Stars Grand Prize per person.

**Instant Win Game Prizes**: FIVE THOUSAND (5,000) FIRST PRIZES: A \$10 Starbucks digital gift card. Terms and conditions of gift cards apply. ARV: \$10.00. TWO THOUSAND (2,000) SECOND PRIZES: "Triple Stars for a Month." Winner will receive three (3) times the Stars per qualifying transaction that he/she received during one (1) month (thirty-one (31) days). The one (1) month period begins January 4, 2021 and ends February 3, 2021. During the one (1) month period, each winner will receive three (3) times the number of Stars they receive for qualifying purchases made using their Card or App. If winner does not make any purchases or meet the minimum prize during the month, they will receive three hundred and five (305) Bonus Stars loaded to their account on or around February 10, 2021. ARV: \$9.45. TWO THOUSAND (2,000) THIRD PRIZES: "25 Stars for every Mobile Order & Pay Purchase for a Month." Winner will receive twenty-five (25) Bonus Stars for every Mobile Order & Pay purchase for one (1) month (thirty-one (31) days). The one (1) month period begins January 4, 2021 and ends February 3, 2021. If winner does not make any purchases or meet the minimum prize during the month, he/she will receive two hundred forty (240) Bonus Stars loaded to their account on or around February 10, 2021. ARV: \$8.18. TWENTY-NINE THOUSAND FIVE HUNDRED (29,500) FOURTH PRIZES: A free product coupon that can be used for a Brewed Coffee or Handcrafted Espresso beverage. Terms and conditions of coupons apply.

ARV: \$5.20. THREE THOUSAND (3,000) FIFTH PRIZES: One hundred fifty (150) Bonus Stars which will be automatically added to their Starbucks Rewards Account used to register for the Promotion. ARV: \$4.95. THREE HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED (389,300) SIXTH PRIZES: A 50% off product coupon that can be used for a seasonal beverage or handcrafted espresso beverage. Terms and conditions of coupons apply. ONE HUNDRED THOUSAND (100,000) SEVENTH PRIZES: A free product coupon that can be used for one (1) bakery item (excluding packaged items). Terms and conditions of coupons apply. ARV: \$2.68. ONE HUNDRED THOUSAND FIVE HUNDRED (100,500) EIGHTH PRIZES: Fifty (50) Bonus Stars which will be automatically added to their Starbucks Rewards Account used to register for the Promotion. ARV: \$1.65. SIX HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED (647,500) NINTH PRIZES: Twenty-five (25) Bonus Stars which will be automatically added to their Starbucks Rewards Account used to register for the Promotion. ARV: \$0.83. ONE MILLION TWO HUNDRED TWENTY THOUSAND SEVEN HUNDRED (1,220,700) TENTH PRIZES: Ten (10) Bonus Stars which will be automatically added to their Starbucks Rewards Account used to register for the Promotion. ARV: \$0.33

Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays. Limit: one (1) First Prize, one (1) Fourth Prize, one (1) Fifth Prize, one (1) Sixth Prize one (1) Seventh Prize, one (1) Eighth Prize, one (1) Ninth Prize, and one (1) Tenth Prize, per person per day during the Promotion Period; one (1) Second Prize and one (1) Third Prize per person during the Promotion Period.

For All Prizes: Stars accumulated under the Starbucks Rewards loyalty program are promotional and have no cash value; Bonus Stars awarded in this Promotion have value in the Starbucks Rewards loyalty program when awarded. No cash equivalent unless required by law and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or prize component for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: \$1,938,622.50.

**9. Release:** By receipt of any prize, winner agrees to release and hold harmless the Released Parties from and against any and all losses, liability, illness, injury, claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt, possession, use or misuse of any prize.

**10. Publicity:** Except where prohibited, participation in the Promotion constitutes entrant's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes worldwide, in perpetuity, in any and all media, manner, and formats now known or hereafter devised, without further payment or consideration.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes or Instant Win Game, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the

right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by any Entrant, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an Entrant's play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**13. Disputes:** Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Washington or the appropriate Washington state court located in King County, Washington; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington.

**14. Entrant's Personal Information:** Information collected from Entrants is subject to the Sponsor's Privacy Policy <http://www.starbucks.com/about-us/company-information/online-policies/privacy-policy>.

**15. Winner List:** For a winner list, visit <https://bit.ly/32BTcR7>. The winner list will be posted after winner confirmation is complete.

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