Starbucks for Life: 2022 Holiday Edition Member Game Official Rules – Canada

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

1. Eligibility: Starbucks for Life: 2022 Holiday Edition (the "Promotion") is open only to legal residents of Canada 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 Starbucks Coffee Canada, Inc., 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, provincial, municipal, territorial 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 Promotional Game ("Game") offers Instant Win prizes and Collect and Win prizes that Entrants can earn by collecting game pieces (each a "Game Piece").

2. Sponsor: Starbucks Coffee Canada, Inc., 5140 Yonge Street, Suite 1205, Toronto, ON M2N 6L7, Canada. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075, U.S.A.

3. Timing: The Promotion begins on November 29, 2022 at 4:00 a.m. Pacific Time ("PT") and ends on January 1, 2023 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 4:00 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 <u>starbucksforlife.ca</u> ("Promotion Site") and sign into your Starbucks Rewards account ("Account") to receive one (1) game play. Follow the links and instructions to play the Game and you will receive either an Instant Win Game prize, one (1) Collect and Win Game Piece, one (1) light, or a "lose" message. <u>Limit</u>: Each Entrant may receive one (1) game play per day during the Promotion Period for either registering or logging in. In addition, by completing the Game Play Challenges or participating in the Alternate Method of Entry to earn game plays, you can receive up to four (4) additional game plays per day for logging into the Promotion Site. See Section 4.a for more information.

a. Additional Game Plays: There are multiple ways to earn game plays, as outlined below.

i. <u>Complete Challenges</u>:

<u>Fill 'er up!</u>: During the Promotion Period, add the amount of money as indicated on the Promotion Site to your Starbucks Account (adding money to a current card or an auto-reload) to receive one (1) additional game play. In addition, by completing this challenge, you will earn one (1) additional game play every day, during the Promotion Period, you log into the Promotion Site. <u>Limit</u>: Each Entrant may complete this challenge one (1) time during the Promotion Period.

<u>Order ahead OR Snag a treat</u>: During the Promotion Period, depending the specific challenge listed on the Promotion Site, either make one (1) Mobile Order & Pay purchase transaction at a participating Starbucks store (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) to receive one (1) additional game play OR make the indicated number of separate purchase

transactions at a participating Starbucks store (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) to receive one (1) additional game play. In addition, by completing this challenge, you will earn one (1) additional game play every day, during the Promotion Period, you log into the Promotion Site. Limit: Each Entrant may complete this challenge one (1) time during the Promotion Period.

<u>Weekend Brewer OR Run it out</u>: During the Promotion Period, depending the specific challenge listed on the Promotion Site, either earn make one (1) purchase transaction at a participating Starbucks store (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) on either a Saturday or Sunday to receive one (1) additional game play OR achieve the listed score in the Basil Run game to receive one (1) additional game play. In addition, by completing this challenge, you will earn one (1) additional game play every day, during the Promotion Period, you log into the Promotion Site. Limit: Each Entrant may complete this challenge one (1) time during the Promotion Period.

Let it snow: During the Promotion Period, play the game the indicated number of days in a row (as listed on the Promotion Site) in one order to receive one (1) additional game play. In addition, by completing this challenge, you will earn one (1) additional game play every day, during the Promotion Period, you log into the Promotion Site. Limit: Each Entrant may complete this challenge one (1) time during the Promotion Period.

Once each challenge is completed, sign into your Account and follow the links and instructions to "claim" the additional play and follow the links and instructions to play the Game and you will receive either an Instant Win Game prize, one (1) Collect and Win Game Piece, one (1) light, or a "lose" message. 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.

ii. Alternate Method of Entry: To earn additional game plays without making a purchase or completing the challenges listed above in Section 4.a.i, visit the Promotion Site and navigate to the alternate method of entry form. Follow the links and instructions to select a challenge from the provided list that you would like to earn additional game plays and complete and submit the form to receive the designated additional game plays for the selected challenge. An email with a unique link will be sent to the email address provided on the form. Click on the unique link to enter the Promotion Site and sign into your Account. Follow the links and instructions to "claim" the additional play and play the game and you will receive either an Instant Win Game prize, one (1) Collect and Win Game Piece, one (1) light, or a "lose" message. In addition, by completing each Game Play challenge via the Alternate Method of Entry, you will earn one (1) additional game play every day, during the Promotion Period, you log into the Promotion Site, up to four (4) additional game plays per day. If you are a potential winner of a prize, vou 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 receive up to four (4) additional game plays during the Promotion Period regardless of method of entry or combination of method of entry. In addition, by completing a Game Play Challenge or participating in the Alternate Method of Entry as outlined above, each Entrant can receive up to four (4) additional game plays per day for logging into the Promotion Site.

Holiday Lights: Once you have collected six (6) light, you will "unlock" the following Prize Types: \$1.00 off a Handcrafted Beverage Coupon; 50 Bonus Stars; and 100 Bonus Stars (as outlined below) and have the opportunity to play for the chance to win these Collect and Win Game prize by collecting Game Pieces.

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. Unused game plays will expire daily at 11:59 p.m. PT. 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. Collect and Win Game/Instant Win Game Functionality: Administrator is an independent judging organization whose decisions as to the administration and operation of the Game and the selection of potential winners for each are final and binding in all matters related to the Promotion. For the Collect and Win Game: There are thirteen (13) Collect and Win prize types (Starbucks for Life; Starbucks for 6 Months; Starbucks for a Month; 1,000 Bonus Stars; 500 Bonus Stars; 300 Bonus Stars; 150 Bonus Stars; \$25 Starbucks Gift Card; \$50 Starbucks Gift Card; Aeroplan 20k Aeroplan Points; \$1.00 off a Handcrafted Beverage Coupon; 50 Bonus Stars; and 100 Bonus Stars; see details below in Section 7) (each a "Prize Type"). Each Prize Type has three (3) unique Game Pieces. Two (2) of the three (3) Game Pieces for each Prize Type will be awarded regularly to Entrants. However, there will be a limited number of the third Game Pieces for each Prize Type as set forth in the table below.

Prize Type	Number Rare Game Pieces
Starbucks for Life	1
Starbucks for 6 Months	2
Starbucks for a Month	10
1,000 Bonus Stars	80
500 Bonus Stars	100
300 Bonus Stars	250
150 Bonus Stars	3,500
\$25 Starbucks Gift Card	100
\$50 Starbucks Gift Card	50
Aeroplan 20k Aeroplan Points	2
\$1.00 off a Handcrafted Beverage Coupon	5,000
50 Bonus Stars	1,000
100 Bonus Stars	1,000

Each Rare Game Piece will be associated with a random, computer generated winning time during the Promotion Period. If you are the first player to play the Game at or after the randomly generated winning time you will be awarded a Rare Game Piece. Once you have collected all three (3) Game Pieces for the applicable Prize Type, you will be a potential winner of the applicable Prize Type. For the Instant Win Game: There will be 259,700 random, computer-generated winning times, one

for each prize listed below, during the Promotion Period. For the Fourteenth Prize, there will be two thousand five hundred (2,500) random, computer-generated winning times from November 29, 2022 at 4:00 a.m. PT and December 5, 2022 at 11:59 p.m. PT; and for the Seventeenth Prize, there will be sixty thousand (60,000) random, computer-generated winning times from November 29, 2022 at 4:00 a.m. PT and December 5, 2022 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.

6. Verification of Collect and Win Game 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 Collect and Win Game should so indicate, unless and until Entrant's eligibility and the potential winning Game 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 place 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, Publicity Release ("Declaration") 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. Each potential winner of any prize will be required to correctly answer a time-limited skill testing question without any assistance in order to be eligible to receive a prize within the time frame indicated. If the question is answered incorrectly, the prize will be forfeited. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole discretion, to administer an alternate skills testing question as it deems appropriate based on the circumstances, to address disability issues and/or to comply with applicable law. If a potential winner of any prize cannot be contacted, or fails to sign and return the Declaration, or correctly answer the skills testing questions within the time frame requested, potential winner forfeits the prize. In the event that a potential winner of a Collect and Win Game prize valued over \$25.00 is disqualified for any reason or if each applicable prize is not awarded during the Promotion Period, Sponsor will award the applicable prize to an alternate winner by random drawing from among all eligible Game plays. There will be three (3) alternate drawings after which the applicable prize will remain unawarded. Unclaimed prizes valued at or less than \$25.00 will not be awarded.

7. Prizes:

Collect and Win Game Prizes:

<u>ONE (1) GRAND PRIZE</u>: "Starbucks for Life" is fulfilled as a daily credit to winner's Account for 30 years for one (1) free food or standard menu beverage item redeemable at participating Starbucks stores in Canada. Food and beverage credits expire daily. At any time during the 30-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"): \$60,225.00. <u>TWO (2) FIRST PRIZES</u>: "Starbucks for 6 Months." Winner will receive a daily credit to his/her Account for six (6) months (one hundred eighty-six (186) days) for one (1) free food or standard menu beverage item redeemable at participating Starbucks stores in Canada. Food and beverage credits expire daily. ARV: \$1,003.75. <u>TEN (10) SECOND PRIZES</u>: "Starbucks for 1 Month." Winner will receive a daily credit to his/her Account for standard menu beverage item redeemable at participating Starbucks stores in Canada. Food and beverage credits expire daily. ARV: \$1,003.75. <u>TEN (10) SECOND PRIZES</u>: "Starbucks for 1 Month." Winner will receive a daily credit to his/her Account for one (1) month (thirty-one (31) days) for one (1) free food or standard menu beverage item redeemable at participating Starbucks stores in Canada. Food and beverage credits expire daily. ARV: \$165.00. <u>EIGHTY (80) THIRD PRIZES</u>: 1,000 Bonus Stars will be added to the Account used to register for the Promotion. ARV: \$44.00. <u>ONE HUNDRED (100) FOURTH PRIZES</u>: 500 Bonus Stars will be added to the Account used to register for the Promotion. ARV: \$44.00.

Stars will be added to the Starbucks Rewards Account used to register for the Promotion, ARV: \$13.20. THREE THOUSAND FIVE HUNDRED (3,500) SIXTH PRIZES: 150 Bonus Stars will be added to the Account used to register for the Promotion. ARV: \$6.60. ONE HUNDRED (100) SEVENTH PRIZES: A \$25 Starbucks gift card. Terms and conditions apply. ARV: \$25.00. FIFTY (50) EIGHTH PRIZES: A \$50 Starbucks gift card. Terms and conditions apply. ARV: \$50.00. TWO (2) NINTH PRIZES: Twenty thousand (20,000) Aeroplan points. Aeroplan points have no cash value but are redeemable under the Aeroplan program for flights and other rewards. Points expire August 19, 2023. The retail value of rewards obtained using Aeroplan points will vary depending on a range of factors including the type of reward issued, details of which may be found at https://www.aircanada.com/ca/en/aco/home/aeroplan.html. Aeroplan points may be redeemed only in accordance with the General Terms & Conditions of the Aeroplan program. Full terms and conditions Aeroplan Program available online of the are at https://www.aircanada.com/ca/en/aco/home/aeroplan/legal/terms-and-conditions.html. ARV: \$600.00. FIVE THOUSAND (5,000) TENTH PRIZES: A coupon good for \$1.00 off a handcrafted beverage. Terms and conditions apply. ONE THOUSAND (1.000) ELEVENTH PRIZES: 50 Bonus Stars will be added to the Account used to register for the Promotion. ARV: \$2.20. ONE THOUSAND (1,000) TWELFTH PRIZES: 100 Bonus Stars will be added to the Account used to register for the Promotion. ARV: \$4.40.

For all Collect and Win Game Prizes: The first daily credit will be loaded to each Grand, First, and Second Prize winners' accounts on or around February 15, 2023. Winner must present a Starbucks Card registered to their Account to redeem the free food or beverage item. Credits are non-transferable and will expire at 11:59 p.m. PT of each day and will not accumulate in the winner's account.

Odds of winning the Collect and Win Game Prize depend on the number of times entrants play and the Game Pieces distributed. Starbucks Card and Starbucks Account terms and conditions apply. <u>Limit</u>: one (1) Grand Prize, one (1) First Prize, one (1) Second Prize, one (1) Third 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, one (1) Tenth Prize, one (1) Eleventh Prize, and one (1) Twelfth Prize per person.

Instant Win Game Prizes:

ONE THOUSAND FIVE HUNDRED (1,500) THIRTEENTH PRIZES: A \$10 Starbucks gift card. Terms and conditions apply. ARV: \$10.00. <u>TWO THOUSAND FIVE HUNDRED (2,500)</u> <u>FOURTEENTH PRIZES</u>: A \$5 Starbucks gift card. Terms and conditions apply. ARV: \$5.00. <u>ONE</u> <u>THOUSAND SEVEN HUNDRED (1,700) FIFTEENTH PRIZES</u>: 100 Bonus Stars will be added to the Account used to register for the Promotion. ARV: \$4.40. <u>ONE THOUSAND FIVE HUNDRED</u> (1,500) SIXTEENTH PRIZES: 50 Bonus Stars will be added to the Account used to register for the Promotion. ARV: \$2.20. <u>SIXTY THOUSAND (60,000) SEVENTEENTH PRIZES</u>: 25 Bonus Stars will be added to the Account used to register for the Promotion. ARV: \$1.10. <u>THIRTY-SIX</u> <u>THOUSAND (36,000) EIGHTEENTH PRIZES</u>: 10 Bonus Stars will be added to the Account used to register for the Promotion. ARV: \$0.44. <u>ONE HUNDRED FIFTY-SIX THOUSAND FIVE</u> <u>HUNDRED (156,500) NINETEENTH PRIZES</u>: 5 Bonus Stars will be added to the Account used to register for the Promotion. ARV: \$0.22.

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. <u>Limit</u>: one (1) Thirteenth Prize, one (1) Fourteenth Prize, one (1) Sixteenth Prize, one (1) Seventeenth Prize, one (1) Sixteenth Prize, one (1) Nineteenth Prize per person per day.

For All Prizes: The actual value of prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated

for purposes of these Official Rules and the date the prize is awarded or redeemed. 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: \$263,352.50.

8. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, Aeroplan, Air Canada, 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, or damage to or loss of property, arising out of participation in the Promotion or receipt, possession, use or misuse of any prize.

9. 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 province for promotional purposes worldwide, in perpetuity, in any and all media, manner, and formats now known or hereafter devised, without further payment or consideration.

10. 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 Collect and Win Game 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 Collect and Win Game or Instant Win Game, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion and subject to the approval of the Régie des alcools, des courses et des jeux. 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 Collect and Win Game 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 Collect and Win Game 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.

11. 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 play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another Collect and Win Game 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.

12. 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. For Residents of Quebec Only: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

13. Entrant's Personal Information: Information collected from Entrants is subject to the Sponsor's Privacy Policy <u>https://www.starbucks.ca/terms/privacy-statement</u>.

14. Winner List: For a winner list, please <u>click here</u>. The winner list will be posted after winner confirmation is complete.

15. Promotion Emails: By participating in the Promotion, you agree to receive emails related to the Promotion including, but not limited to, registration confirmation email and free game play email(s).

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