

STARBUCKS ODYSSEY

Terms and Conditions

Last Updated: July 31, 2023

The following terms and conditions (these “**Terms**”) govern your participation in Starbucks Odyssey (defined below) and your access to and use of the Starbucks Odyssey associated websites, services, applications, and all other content and services that flow through any of the foregoing (collectively, the “**Site**”). The Site is made available by Starbucks Corporation and its affiliates (collectively, “**Starbucks**” or “**we**” or “**us**”) and may include or link to content, products, technology and services developed or provided by third party service providers. We may change these Terms from time to time, at any time, without notice to you, by posting such changes on the Site. It is expected that you will read these Terms fully prior to accessing the Site. Your continued use of the Site following the posting of changes will mean you accept those changes. For clarity, these Terms do not govern your use of Starbucks’s and its affiliates’ other websites or applications.

Access to the Site is permitted on a temporary basis, and we reserve the right to withdraw access to or otherwise amend the Site without notice. We will not be liable if for any reason the Site is unavailable at any time or for any period.

To the extent that any aspect or functionality of the Site or the Starbucks Odyssey is made available to you as a pre-release or “beta” version (“**Beta Version**”), your access or use of such Beta Version is subject to the Starbucks Digital Beta Program Terms and Conditions attached, and incorporated herein, as Appendix A.

You acknowledge and agree that we may enter into certain arrangements with third-party sites, platforms vendors, partners, or service providers (collectively, “**Third Party Vendors**”) and that some products, promotions, or services offered through the Site may have additional terms and conditions, including third-party terms and conditions and privacy policies (“**Additional Terms**”). By using that product or service, you agree to the Additional Terms. For purposes of these Terms, such third-party products or services are subject to Additional Terms and the applicable flow-through provisions. If you do not agree to abide by the applicable terms for any such third-party products, then you should not use such third-party products or services. To the extent that the Additional Terms conflict with these Terms, these Terms will govern to the extent applicable to the Site.

BY ACCESSING OR USING THE SITE AND ANY ACCOUNTS ASSOCIATED WITH THE SITE, YOU ACCEPT AND AGREE TO THESE TERMS AND TO ABIDE BY ALL RULES, TERMS, CONDITIONS, RESTRICTIONS AND NOTICES IN THESE TERMS. The Site is not targeted towards, nor intended for use by, anyone under the age of 18. You must be at least 18 and domiciled within the United States to access and use this site. If you do not agree to these Terms, you may not access or otherwise use the Site.

THESE TERMS AND CONDITIONS CONTAIN PROVISIONS CONCERNING BINDING ARBITRATION AND A CLASS ACTION WAIVER (SECTION 15). PLEASE READ THEM CAREFULLY.

1. About Starbucks Odyssey.

a. “**Starbucks Odyssey**” is the digital experience available to select Starbucks Rewards loyalty program members (“**Members**”) where they can access the Site, immerse in coffee heritage, earn points (“**Points**”) that unlock special experiential opportunities and benefits (“**Odyssey Benefits**”), and have the opportunity to purchase and collect non-fungible digital tokens (“**Tokens**”) that provide access to certain graphical, audio, video or digital entertainment content (“**Content**”). Tokens, together with the Content that is part of, associated with or linked to those Tokens, are referred to herein as “**Stamps**”.

b. **Accessing the Site.** Access to Starbucks Odyssey is open to United States residents who are members of the U.S. Starbucks Rewards loyalty program (“**Starbucks Rewards**”). The eligibility terms, geographic limitations, and all other terms and conditions contained in the Starbucks Rewards Terms of Use, which are incorporated by reference herein and available at www.starbucks.com/rewards/terms, apply to your use of and access to Starbucks Odyssey. In the event of a conflict between the Starbucks Rewards Terms of Use and these Terms, these Terms control but only with respect to the activities on this Site. To participate in Starbucks Odyssey, you must request access by registering for the waitlist at <https://waitlist.starbucks.com>. If selected, Starbucks will send an invitation to the email address you provided upon registration. You must respond within 14 days of the date Starbucks’ invitation is sent by visiting odyssey.starbucks.com and logging on with your Starbucks Rewards username and password. Once logged in, you must review and accept these Terms and carefully review the Starbucks Privacy Statement. To use the Site, you may also be required to review and accept certain Additional Terms of Third Party Vendors, including Nifty Gateway. When you log on to the Site and agree to Nifty Gateway’s Additional Terms, a Nifty Gateway account will be created for you, which account facilitates your ability to receive, purchase, sell, and trade Stamps through the Site.

c. **Passport; Journeys; and Market.** Once logged in, Members will automatically be provided with a digital log (“**Passport**”) that tracks and displays your Stamps, Points, and progress towards completing a series of Starbucks Odyssey related Points earning activities (each series of activities, a “**Journey**”). You may also have access through the Site to a marketplace where you can buy, trade, or acquire Stamps, as further explained below (“**Market**”).

d. **Points.** Members earn and accrue Points on an annual basis by participating in Journeys and completing the activities therein, and by earning and purchasing Stamps as described below (“**Annual Point Total**”). The Annual Point Total will reset each calendar year (January 1 – December 31) beginning January 1, 2024. Other special programs and promotional offers for earning Points may be made available by Starbucks, its agents, or Third Party Vendors from time to time at Starbucks’ discretion. All Points earning activities will also be subject to the Additional Terms specified for the promotional offer or activity. The number of Points associated with a particular activity, purchase, or other acquisition of a Stamp will be identified in such Additional Terms accompanying the description of the activity or Stamp. The award of Points is subject to Starbucks determination, in its discretion, that you have engaged in the corresponding activity in accordance with all applicable terms and conditions. Should Starbucks determine that you have not complied with any Additional Terms applicable to such Points earning activity, Starbucks may reduce the number of Points or withhold the Points from such activity. Points are promotional, do not have cash value, and can only be redeemed for promotional benefits as set forth in these Terms. They cannot be redeemed for cash and cannot be transferred to another Member other than in connection with the authorized transfer of a Stamp. Any purported transfer or attempt to sell, trade, or exchange Points, excepting the authorized transfer of a Stamp, will be null and void. Upon the authorized transfer of a Stamp, the Points accompanying such Stamp will remain valid for the recipient Member for the same expiration period stated in the Additional Terms associated with the activity or Stamp. Such Points will not remain with or be attributed to the transferor Member. In the absence of any stated expiration period, all Points expire at the end of the calendar year in which they were issued. Following completion of a Journey, activity, purchase, or receipt of a Stamp, you should allow up to 48 hours for Points to show up on your Passport. Points will not be earned for any unauthorized or fraudulent purchase or unauthorized or fraudulent completion of a Points earning activity.

e. **Odyssey Benefits; Redemption.** Starbucks may offer Odyssey Benefits from time to time in its discretion during specific selection periods (each, a “**Selection Period**”). Starbucks may create various status levels within Starbucks Odyssey (each a “**Level**”), with certain Levels providing access to certain Odyssey Benefits. You may be able to claim an Odyssey Benefit during a Selection Period if you have enough Points in your Annual Point Total to reach a particular Level and unlock that particular Odyssey Benefit. Odyssey Benefits may vary and may be limited in quantity. Unless stated otherwise in the description of the applicable Odyssey Benefit or Additional Terms applicable to the Odyssey Benefit, you may only select one Odyssey Benefit per Level per Selection Period.

When you use Points to access and claim an Odyssey Benefit, the Points will remain in your Passport and will count toward reaching additional Levels. Each Odyssey Benefit will be subject to the Additional Terms stated on the Site or the promotional or other materials made available to you.

f. **Additional Terms.** You may only participate in Starbucks Odyssey through an account on the Site (“**Account**”) that is personal to you. Starbucks, at its discretion, may suspend or cancel Accounts that appear to be duplicative. Starbucks reserves the right to change, modify, discontinue, or cancel the Starbucks Odyssey program (including how you earn Points, how you redeem Points, and the nature and benefits of the Odyssey Benefits).

2. **Earning, Purchasing, and Trading Stamps.**

a. Some Stamps can be earned by completing the activities associated with a particular Journey (“**Journey Stamps**”) [and logging on to the Site within thirty \(30\) days of the date such Journey closes](#). In addition, Starbucks may periodically make available for purchase, or otherwise, limited-edition Stamps through the Market (“**Limited-Edition Stamps**”). Starbucks reserves the right to modify or limit the types, prices and numbers of Limited-Edition Stamps as well as the dollar (or equivalent in other currencies) amount of each transaction and the number of any transactions that may occur in the Market at its discretion. Additionally, Starbucks may impose restrictions on Starbucks partners (employees) and the employees of Starbucks’ agencies who participate in Starbucks Odyssey and earn Journey Stamps or otherwise purchase Stamps in the Market, such as, for example, imposing a waiting period prior to the transfer of any such Stamps. Once all Limited-Edition Stamps made available on the Market are earned or purchased, there may not be further Limited-Edition Stamps made available and you may thereafter be unable to earn or purchase any such Limited-Edition Stamp directly from Starbucks. You understand and agree that you are not guaranteed the opportunity to purchase Limited-Edition Stamps. In addition, you understand that despite being eligible to purchase a Limited-Edition Stamp, you may not be able to do so as Limited-Edition Stamps may be offered on a first-come, first-served or other limited basis.

b. Starbucks is under no obligation to accept cryptocurrencies and we retain the right in our discretion to determine what currencies or payment options to accept at any time. You acknowledge and agree that all transactions effectuated through the Market may be publicly visible on the Polygon blockchain protocol, or other blockchain or distributed ledger network, as may be selected and used for Starbucks Odyssey, in Starbucks’ discretion, (each such protocol or network, a “**Network**”). Starbucks reserves the right to revise its prices or qualifying Points earning activities at any time prior to accepting your purchase. All sales are final. Starbucks will not issue refunds under any circumstances.

c. The Token of each Stamp is separate and distinct from the Content associated with such Token and separate from any third-party copyrights, trade secrets, trademarks, patent rights (including patent applications and disclosures), know-how or any other intellectual property rights recognized in any country or jurisdiction in the world (“**Third Party IP**”). The Stamps (including the associated Tokens and Content), Third Party IP and any other Content that may be part of, associated with or linked to such Tokens in connection with the Site, are neither a medium of exchange nor convertible virtual currency.

d. Each transaction made through the Market may be managed and recorded on a Network and may be processed by Third Party Vendors, rather than by Starbucks. Starbucks is not liable for any loss, damage or harm that you may incur as a result of such transactions or in connection with any websites, services, tools, applications, smart contracts, or application programming interfaces that are provided by any Third Party Vendors (collectively, “**Third Party Services**”). Except as expressly set forth herein, the Additional Terms of the applicable Third Party Vendor govern the transactions that are effectuated on the applicable Network, including any related decentralized technologies of Third Party Vendors.

e. You hereby expressly grant Starbucks the right, power, and authority to transmit User Information (defined below) to such Third Party Vendors as reasonably necessary for Starbucks to provide the Site to you. You acknowledge and agree that Starbucks is not responsible for the availability of any such Third Party Services, and is not responsible or liable for any content available from such Third Party Services. Starbucks does not endorse any websites, mobile applications or resources, or the products or services accessed through or provided by such Third Party Services.

f. You are responsible for all payments, fees and costs when engaging in any transactions involving the Market, including any applicable purchase price, transaction fees (e.g., “gas” fees), royalties and all other fees associated with your use of the Site or any Third Party Services. You also are solely responsible for payment of all national, federal, state, local or other taxes of any jurisdiction, of whatever nature whether now in effect or imposed in the future by any national federal, state, local, international or any other governmental authority or taxing jurisdiction, including any income, sales, use, value-added (VAT), goods and services and other taxes and duties associated with your use of the Site, any Third Party Services, and your purchase of Stamps from any party. You are solely responsible for any tax reporting for transactions in which you may be a seller of Stamps. For clarity, all payments or receipt of monies or digital currencies through the Site are subject to the Additional Terms of Nifty Gateway (or other Third Party Vendor designated by Starbucks) and its applicable payment processors. You agree to pay in full the prices for any purchases you make either by credit/debit card concurrent with your online order or by other payment means acceptable to Starbucks. If payment is not received from your credit or debit card issuer, or their respective agents, you agree to pay all amounts due upon demand and in the currency demanded.

g. You can transfer Owned Stamps (defined below) to another Member within the Market or to a recipient outside the Market in an authorized transfer. In such event, the license granted to you with respect to that Stamp and associated Content will immediately terminate. In addition, the promotional Points accompanying such Owned Stamp will be deducted from your Annual Point Score. The Points may remain valid for the transfer recipient for the same expiration period stated in the Additional Terms associated with the Stamp, subject to the recipient’s agreement to and compliance with these Terms and the code in the smart contracts governing the Owned Stamp. Any sale of an Owned Stamp, with or without associated Points, may be conditioned on the payment of a fee, commission, or royalty to Starbucks related to such transaction. Each transfer through the Market may be processed by Third Party Vendors, rather than Starbucks, subject to the Additional Terms of such Third Party Vendors. Fees associated with subsequent sales may be paid to Third Party Vendors. In each subsequent transfer, the recipient Member must be notified and accept these Terms. Any transfer of an Owned Stamp in violation of these Terms is null and void.

3. Ownership; License; and Restrictions.

a. Subject to your continued compliance with these Terms, and to the extent that you rightfully purchased, earned, or received a Stamp on the Site (an “**Owned Stamp**”), we grant you a personal, limited, revocable, non-exclusive, non-transferable (except as expressly set forth herein), non-sublicensable license to view and display the Content that is part of, made accessible by or linked to a Stamp that you have purchased or otherwise rightfully acquired from a legitimate source (and not through any of the Prohibited Activities), where proof of such purchase is recorded on the applicable Network, in the territories designated by us, solely for the following purposes: (i) your own personal, non-commercial use; (ii) for sale or offering for sale in a marketplace that permits the purchase and sale of your Owned Stamps, provided that such marketplace cryptographically verifies each Owned Stamp owner’s rights to display the Content that is part of, made accessible by or linked to such owner’s Owned Stamp to ensure that only the actual owner can display the Content in connection with such sale or offering; or (iii) for display on a third-party website or application that permits the inclusion, involvement, or participation of your Owned Stamp, provided that (A) the website/application cryptographically verifies each Owned Stamp owner’s rights to display the Content that is part of, made accessible by or linked to such owner’s Owned Stamp to ensure that only the actual owner can display the Content, (B) the Content is no longer visible once the owner of the Owned Stamp leaves the website/application and (C) such inclusion, involvement, or

participation is for non-commercial purposes only (with exception for the purchase and sale of an Owned Stamp). For the avoidance of doubt, you specifically acknowledge and agree that Starbucks, or its designees, may remove or terminate access to the Content that is part of, made accessible by or linked to the Stamp from the Site or otherwise at any time and for any reason (or no reason).

b. You understand and agree that: (i) your ownership of a Stamp does not give you any ownership of, or right, title, interest or license in or to any Content (including Starbucks' or its licensor's copyright or other intellectual property rights in and to the associated Content, whether now or hereafter created) other than the limited license to you expressly contained in Section 3(a); (ii) you do not have the right, except as otherwise expressly provided in these Terms, to reproduce, distribute, publicly display, publicly perform, create derivative works of (including creating and minting new Tokens derived from a Stamp), or otherwise commercialize any elements of the Content without Starbucks's prior written consent in each case, which consent Starbucks may withhold in its discretion; and (iii) you will not apply for, register, or otherwise use or attempt to use any of Starbucks's Trademarks or service marks, or any confusingly similar marks, anywhere in the world without Starbucks's prior written consent in each case, which consent Starbucks may withhold at its discretion.

c. For any Stamp, we do not represent, warrant or guarantee that others have not created or downloaded their own copies of the associated Content (including via unauthorized ripping or downloading of such Content), or that others will not attempt to sell their own Tokens featuring or associated with such Content. Starbucks has no obligation or liability to take down such other Tokens or such Content. Further, the foregoing does not restrict Starbucks from selling other Tokens or other items associated with or featuring the same Content, event, individual or property as featured in any Stamp.

d. As between you and Starbucks, Starbucks owns, solely and exclusively, all rights, title and interest in and to the Content, the Site, all the Content (including audio, photographs, illustrations, graphics, other visuals, video, copy, lyrics, software, etc.), code, data and materials thereon, the look and feel, design and organization of the Site, and the compilation of the Content, code, data and materials on the Site, including any copyrights (e.g., the rights to reproduce and make copies, prepare derivative works, distribute, sell, transfer, display, perform, publicly display, and publicly perform), trademark, patent, database, moral, sui generis and other intellectual property and proprietary rights therein. Your use of the Site does not grant to you ownership of any Content, code, data or materials you may access on the Site. You may view the Content on the Site on your computer or other internet-compatible device and make single copies or prints of the Content on the Site for your personal, internal use only. Any commercial distribution, publishing or exploitation of the Site, or any Content, code, data or materials on the Site, is strictly prohibited unless you have received the express prior permission of Starbucks or the applicable rights holder. You may not otherwise copy, reproduce, distribute or otherwise exploit any Content, code, data or materials on the Site. If you make other use of the Site, or the Content, code, data or materials thereon, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use. Starbucks will aggressively enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

e. Without limiting the foregoing, Starbucks, solely and exclusively owns all rights, title and interest in and to the Starbucks name and trademark and all proprietary technologies that constitute the brand image by which Starbucks is known to the public. Intellectual property and proprietary technologies owned by Starbucks include: Starbucks smart contracts, logos, trademarks, product names, service marks, and copyrightable works, including content of its internet websites, user interface, and metadata as it relates to Starbucks. Any commercial distribution, publishing or exploitation of the Starbucks name, mark, or proprietary technologies is strictly prohibited unless you have received the express prior written permission of Starbucks. You may not otherwise copy, reproduce, distribute or otherwise exploit the Starbucks name, mark, or proprietary technologies. If you make other use of the Starbucks name, mark, or proprietary technologies, except as otherwise provided above, you may violate copyright and other laws of the United States, other countries, as well as applicable state laws and may be subject to liability for such unauthorized use.

f. Starbucks reserves all rights not expressly granted to you in these Terms. Except for the limited rights and licenses expressly granted under these Terms, nothing in these Terms grant, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Starbucks Odyssey, the Site, or any part or portion of the foregoing. As between you and Starbucks, to the extent you have or obtain any right, title or interest in or to the Content, the Site, or any other Starbucks intellectual property or other Starbucks proprietary materials, you hereby assign all such right, title and interest to Starbucks.

4. Trademarks. The trademarks, logos, service marks and trade names (collectively the “**Trademarks**”) displayed on the Site are registered and unregistered Trademarks of Starbucks and others and may not be used in connection with products or services (i) that are not related to, associated with, or sponsored by their rights holders, (ii) that are likely to cause customer confusion, or (iii) in any manner that disparages or discredits their rights holders. All Trademarks not owned by Starbucks that appear on the Site, if any, are the property of their respective owners. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of Starbucks or the third party that may own the applicable Trademark. Your misuse of the Trademarks displayed on the Site is strictly prohibited. Starbucks will aggressively enforce its Trademark rights to the fullest extent of the law, including by seeking criminal prosecution. As between you and Starbucks, all goodwill arising from use of the Trademarks, including, for clarity, the Starbucks marks, will inure solely to the benefit of Starbucks.

5. Privacy. In the course of your use of the Site, you may provide certain personal information to us (such information referred to hereinafter as “**User Information**”). Our information collection and use policies with respect to the privacy of such User Information are set forth in Starbucks’ [Privacy Statement](#), as may be found at <https://www.starbucks.com/terms/privacy-policy/>. Please read the [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. You acknowledge and agree that you are solely responsible for the accuracy and content of User Information.

6. Unsolicited Materials. Unless specifically requested, we do not solicit nor do we wish to receive any confidential, secret or proprietary information or other material from you through the Site, by e-mail or in any other way. Any information, works of authorship, content, creative works, demos, ideas, suggestions, concepts, methods, systems, designs, plans, techniques or other materials submitted or sent to us (“**Submitted Materials**”) will be deemed not to be confidential or secret, and may be used by us in any manner consistent with the Starbucks Privacy Statement. By submitting or sending Submitted Materials to us, you: (i) represent and warrant that the Submitted Materials are original to you, that no other party has any rights thereto, and that any “moral rights” in Submitted Materials have been waived, and (ii) grant us a royalty-free, unrestricted, worldwide, perpetual, irrevocable, nonexclusive and fully transferable, assignable and sublicensable right and license to use, copy, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such material (in whole or part) or to incorporate it in other works in any form, media, or technology now known or later developed. We cannot be responsible for maintaining any Submitted Material that you provide to us, and we may delete or destroy any such Submitted Material at any time.

7. User Conduct.

a. You may not use, export, import or transfer any part of the Site except as authorized by U.S. law, the laws of the jurisdiction in which you use or access the Site, or any other applicable laws. In particular, but without limitation, no part of the Site may be exported or re-exported: (i) into any country embargoed by the U.S. or (ii) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Persons List or Entity List. By accessing the Site, you represent and warrant that: (a) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a “terrorist supporting” country; and (b) you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that the Site is subject to the export control laws

and regulations of the United States. You will comply with those laws and regulations and will not, without prior U.S. government authorization, export, re-export or transfer any portion or component of the Site (including, for clarity, any Stamp) either directly or indirectly, to any country in violation of those laws and regulations.

b. You warrant and agree that, while using the Site, you shall not upload, post or transmit to the Site, or distribute or otherwise publish through the Site, any materials that: (i) violate any third party copyright, or other proprietary or intellectual property right; (ii) are unlawful, threatening, hateful, tortious, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy or publicity rights, harassing, profane, obscene, vulgar or that contain explicit or graphic descriptions or accounts of sexual acts (including sexual language of a violent or threatening nature directed at another individual or group of individuals), (iii) restrict or inhibit any other user from using and enjoying the Site, (iv) constitute or encourage conduct that would constitute a criminal offense or give rise to civil liability, or (v) contain a virus or other harmful component, advertising of any kind, or false or misleading indications of origin or statements of fact.

c. You also warrant and agree that you shall not (i) upload, post or transmit to the Site, or distribute or otherwise publish through the Site any information that belongs to any person or entity other than you; (ii) impersonate any person or entity or misrepresent your affiliation with any other person or entity; (iii) upload, post, publish, transmit, reproduce, distribute or in any way exploit any information or other material obtained through the Site for commercial purposes (other than as expressly permitted by the provider of such information or other material); (iv) engage in spamming, flooding, harvesting of e-mail addresses or other personal information, spidering, "crawling," "screen scraping," "database scraping," or any other activity with the purpose of obtaining lists of Members or other information, or send chain letters or pyramid schemes via the Site; (v) attempt to gain unauthorized access to other computer systems through the Site, transmit or distribute a virus, trojan, worm, or any other material that is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene, or otherwise attempt to affect the performance or functionality of any computer facilities of or accessed through the Site; (vi) promote or encourage illegal activity, use the Site for any other purpose not intended by Starbucks, or violate any law or regulation, including any applicable export control laws or privacy laws; (vii) remove any copyright, trademark or other proprietary rights notices contained in or on the Site, in whole or in part; (viii) use the Site (in whole or in part) as the basis for developing competitive programs, solutions, services, or content (or contract or engage with a third party to do so), or (ix) abuse, harass, or threaten another user of the Site or any of our authorized representatives, customer service personnel, moderators, volunteers (including, without limitation, filing support tickets with false information, sending excessive emails or support tickets, obstructing our employees from doing their jobs, refusing to follow the instructions of our employees, or publicly disparaging us by implying favoritism by our employees or otherwise. You agree that you will not use the Site in any manner that could damage, disable, overburden, or impair the Site or interfere with any other party's use and enjoyment of the Site. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Site (the foregoing (i) – (vii), collectively, the "**Prohibited Activities**").

d. If you engage in any of the Prohibited Activities, we may, at our discretion, without notice or liability to you, and without limiting any of our other rights or remedies at law or in equity: (i) immediately suspend or terminate your right to use or access the Site; (ii) delete or terminate access to the Content that is part of, associated with or linked to your Stamp, including terminating any licenses granted herein at the direction and on behalf of Starbucks; (iii) freeze, seize, or transfer ownership of your Stamp; or (iv) deem any transaction that took place as a result of such activities to be void *ab initio* or immediately confiscate any Stamp that was purchased or acquired. We may also impose limits on your participation in the Starbucks Odyssey, or certain features or services offered on the Site, or restrict your access to parts or all of the Site without notice and for any reason (or no reason), and we have no liability to you for any such limitations or restrictions.

e. You agree that we may require you to provide additional information and documents at the request of any competent authority or of any applicable law or regulation, including laws related to anti-money laundering or for countering the financing of terrorism. We may also require you to provide additional information and

documents in cases where we have reason to believe that: (i) your Account, or any aspect thereof, is being used for any illegal activity; (ii) you have concealed or reported false identification information or other details; or (iii) actions effected via your Account were effected in breach of these Terms. If you do not provide complete and accurate information and documents in response to such a request, we may immediately suspend or terminate your right to use or access the Site.

f. Although Starbucks may from time to time monitor or review discussions, chats, postings, transmissions, bulletin boards and the like on the Site, Starbucks is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations on the Site nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such locations on the Site.

g. You agree to defend, indemnify and hold Starbucks and its directors, officers, employees, agents or Third Party Vendors (collectively, "**Protected Entities**") harmless from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising in any way from your use of the Site, your placement or transmission of any message, content, information, software or other materials through the Site, your breach or violation of the law or of these Terms, or Starbucks' use of Submitted Materials as permitted herein. Starbucks reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Starbucks's defense of such claim.

8. Digital Wallet.

a. Your Account is intended to enable you to access a digital wallet that stores cryptographic assets ("**Digital Wallet**"), which may contain your Digital Wallet address or other information related to or contained in your Digital Wallet, such as a digital key or digital address (such address or other information, your "**Digital Wallet Info**"). You shall be entirely responsible for maintaining the strict confidentiality of any Digital Wallet, or your Digital Wallet Info, and for any access to or use of the Site by you or any person or entity using your username, password, Digital Wallet or Digital Wallet Info, whether or not such access or use has been authorized by or on behalf of you, and whether or not such person or entity is your employee or agent; and for all activities that are conducted through your Account or using your Digital Wallet or Digital Wallet Info. You agree to (i) ensure that you exit from your Account at the end of each session and (ii) immediately notify Starbucks if you have any reason to believe an unauthorized use of your password, Account, Digital Wallet or Digital Wallet Info or any other breach of security has taken place. It is your sole responsibility to control the dissemination and use of your password, Digital Wallet and Digital Wallet Info, control access to and use of your Account, and notify Starbucks when you desire to cancel your Account. Starbucks will not be responsible or liable for any loss or damage arising from (A) your failure to comply with this provision or (B) use of your Digital Wallet or Digital Wallet Info, including the security and privacy practices of the third party(ies) who operate such Digital Wallet.

b. If you provide any external Digital Wallet Info on the Site, you acknowledge and agree that its contents (including any Tokens contained therein) may be scanned or analyzed to verify whether such Digital Wallet is compatible with the Site (collectively, the "**Qualifications**"). For clarity, and without limiting any other provision herein, Starbucks may, in its discretion, add or remove the types of Digital Wallets that it deems to meet the Qualifications at any time. Starbucks retains the ability to change the Qualifications necessary for an external Digital Wallet to be permitted for use in connection with the Site at any time for any reason.

9. Restrictions.

a. Without limiting any other restriction set forth herein, You agree that you may not, nor may you permit any third party to do or attempt to do any of the following without Starbucks's express prior written consent in each case: (i) modify the Content that is part of, made accessible by or linked to your Owned Stamp in any way, including the shapes, designs, drawings, attributes, or color schemes; (ii) use the Content that is part of, made

accessible by or linked to your Owned Stamp to advertise, market, or sell any third-party product or service; (iii) use the Content that is part of, made accessible by or linked to your Owned Stamp in connection with images, videos, or other forms of media that depict hatred, intolerance, violence, cruelty, or anything else that could reasonably be found to constitute hate speech or otherwise infringe upon the rights of others; (iv) use the Content that is part of, made accessible by or linked to your Owned Stamp in movies, videos, or any other forms of media; (v) sell, distribute for commercial gain (including giving away in the hopes of eventual commercial gain), or otherwise commercialize merchandise that includes, contains, or consists of the Content that is part of, made accessible by or linked to your Owned Stamp; (vi) attempt to trademark, copyright, or otherwise acquire additional intellectual property rights in or to the Content that is part of, made accessible by or linked to your Owned Stamp, or take any action inconsistent with Starbucks's ownership interests; (vii) download the Content off of any website that displays such Content or otherwise through or in connection with the Site; or (viii) otherwise utilize the Content that is part of, made accessible by or linked to your Owned Stamp for your or any third party's commercial benefit.

b. If the Content that is part of, made accessible by or linked to your Owned Stamp contains Third Party IP (e.g., logos, still photos, etc.), you understand and agree as follows: (i) you will not have the right to use such Third Party IP in any way except as incorporated in the Content, and subject to the license and restrictions contained herein; (ii) depending on the nature of the license granted from the owner of the Third Party IP, we may need to (and reserve every right to) pass through additional restrictions on your ability to use the Content; and (iii) to the extent that we inform you of such additional restrictions in writing, you will be responsible for complying with and will comply with all such restrictions from the date that you receive the notice, and that failure to do so will be deemed a breach of the foregoing license and of these Terms.

c. The license granted above applies only to the extent that you continue to own the applicable Owned Stamp. If at any time you sell, swap, donate, give away, transfer, or otherwise dispose of your Owned Stamp for any reason, the license granted to you above will immediately terminate with respect to that Stamp and associated Content without the requirement of notice, and you will have no further rights in or to the Content that is part of, made accessible by or linked to that Stamp. If you sell or transfer the Owned Stamp to another person in accordance with these Terms, this license will accordingly transfer to such other owner or holder of the Stamp. The license restrictions herein will survive the expiration or termination of these Terms.

d. You may not transfer an Owned Stamp off of the Site or engage in subsequent transfers unless, in each case, the subsequent transferee is notified that such subsequent transferee must accept these Terms in order to have the Owned Stamp transferred to such subsequent transferee. Any transfer of a Stamp in violation of these Terms is null and void. You acknowledge that the sale or transfer of an Owned Stamp may be conditioned on the payment a fee or commission relating to such transaction. Such requirement may be effectuated through the use of smart contracts, the design of the applicable Network, or other means, and the amount of such fee or commission may, among other means, be deducted from a payment (digital currency or otherwise) made to you by the Stamp purchaser or transferee in consideration for such Stamp.

10. DISCLAIMER OF WARRANTIES.

a. STARBUCKS ODYSSEY AND THE SITE, INCLUDING FOR CLARITY, ALL SERVICES, CONTENT, FUNCTIONS AND MATERIALS, ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY FOR INFORMATION, DATA, DATA PROCESSING SERVICES, UPTIME OR UNINTERRUPTED ACCESS, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, AND WE HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES, EXPRESS OR IMPLIED. WE DO NOT WARRANT THAT THE SITE OR, FOR CLARITY, THE SERVICES, CONTENT, FUNCTIONS OR MATERIALS CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE MAKE NO WARRANTY THAT THE

SITE WILL MEET YOUR REQUIREMENTS. NO ADVICE, RESULTS OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. STARBUCKS ALSO ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES OR OTHER HARMFUL COMPONENTS THAT MAY INFECT OR HARM, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT FROM YOUR ACCESS TO, USE OF, OR BROWSING IN THE SITE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE SITE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

b. WITHOUT LIMITATION OF THE ABOVE IN THIS SECTION, STARBUCKS AND ITS THIRD PARTY VENDORS AND LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING ANY PRODUCTS OR SERVICES ORDERED OR PROVIDED VIA THE SITE, AND HEREBY DISCLAIM, AND YOU HEREBY WAIVE, ANY AND ALL WARRANTIES AND REPRESENTATIONS MADE IN PRODUCT OR SERVICES LITERATURE, FREQUENTLY ASKED QUESTIONS DOCUMENTS AND OTHERWISE ON THE SITE OR IN CORRESPONDENCE WITH STARBUCKS OR ITS AGENTS. ANY PRODUCTS AND SERVICES ORDERED OR PROVIDED VIA THE SITE ARE PROVIDED BY STARBUCKS "AS IS", EXCEPT TO THE EXTENT, IF AT ALL, OTHERWISE SET FORTH IN A LICENSE OR SALE AGREEMENT SEPARATELY ENTERED INTO IN WRITING BETWEEN YOU AND STARBUCKS OR ITS LICENSOR OR SUPPLIER.

c. TOKENS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED ON THE APPLICABLE NETWORK. YOU ACKNOWLEDGE AND AGREE THAT STAMPS (AND ANY TOKEN ASSOCIATED THEREWITH) ARE NOT AND WILL NOT BE BASED UPON OR REDEEMABLE FOR ANY TANGIBLE OR PHYSICAL ITEM (UNLESS SPECIFICALLY PERMITTED BY STARBUCKS), AND IN NO CASE MAY BE FRACTIONALIZED, OR CAPABLE OF USE AS AN INVESTMENT, SECURITY OR OTHER FINANCIAL INSTRUMENT, INCLUDING THOSE WITH A PROFIT EXPECTATION, OR KNOWINGLY MARKETED OR USED IN ANY OTHER MANNER THAT WOULD CAUSE TRANSACTIONS RELATED TO THESE TERMS AND CONDITIONS TO BE GOVERNED BY ANY APPLICABLE SECURITIES LAWS, INCLUDING THE SECURITIES ACT OF 1933, AND ARE NOT CONVERTIBLE VIRTUAL CURRENCIES. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN THE APPLICABLE NETWORK. WE DO NOT GUARANTEE THAT STARBUCKS OR ANY AFFILIATE OR THIRD PARTY VENDOR OF STARBUCKS CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY STAMPS. WHILE STARBUCKS ATTEMPTS TO MAKE YOUR ACCESS TO AND USE OF THE SITE SAFE, WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THE SITE, CONTENT, CONTENT, ANY STAMPS LISTED ON THE SITE OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. STARBUCKS WILL NOT BE RESPONSIBLE OR LIABLE TO YOU FOR ANY LOSSES YOU INCUR AS THE RESULT OF YOUR USE OF THE SITE, INCLUDING ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) YOUR ERROR, SUCH AS FORGOTTEN PASSWORDS, KEYS OR CREDENTIALS, OR INCORRECTLY CONSTRUED SMART CONTRACTS OR OTHER TRANSACTIONS; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED DIGITAL WALLET FILES; OR (IV) UNAUTHORIZED ACCESS OR ACTIVITIES BY THIRD PARTIES, INCLUDING THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST THE SITE OR ANY DIGITAL WALLET. WE ARE NOT RESPONSIBLE FOR LOSSES DUE TO BLOCKCHAINS OR ANY OTHER FEATURES OF THE APPLICABLE NETWORK OR ANY DIGITAL WALLET, INCLUDING LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING SUCH APPLICABLE NETWORK, INCLUDING FORKS, TECHNICAL NODE ISSUES, OR ANY OTHER ISSUES CAUSING LOSSES AS A RESULT.

d. You acknowledge and agree that the characterization and regulatory scheme governing Tokens, cryptocurrencies, and blockchain technology is uncertain and continually evolving, and is accompanied by inherent risks, including risks related to faulty or insufficient hardware, software, or internet connections; introduction or intrusion of malicious code or software; hacking or unauthorized access to your Digital Wallet or information stored therein, or of theft or diversion of funds therefrom; volatility and unstable or unfavorable exchange rates; and the risk of unfavorable regulatory intervention or tax treatment in relation to transaction in cryptocurrency. You further acknowledge and agree that digital assets are highly experimental, risky, and volatile, and your use of the Site to purchase digital assets may carry substantial financial risk, including the risk of loss in trading digital assets. By using the Site, you represent that you have sufficient knowledge, sophistication, and experience with respect to Tokens, cryptocurrency, and blockchain technology, to make your own evaluation of the merits and risks of any transaction conducted via the Site or any digital asset associated with such transaction. Under no circumstances

will the operation of all or any portion of the Site by Starbucks be deemed to create a relationship that includes the provision or tendering of investment advice.

e. Although the Site may link to other resources (such as websites, mobile applications, etc.), including those of Third Party Vendors, or reference third-party intellectual property, Starbucks is not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked or referenced resource, unless specifically stated herein and Starbucks is not responsible for, and will not be held liable for any act or omission of any third party, including the acts or omissions of Third Party Vendors. Starbucks is not responsible for examining or evaluating, and does not warrant the services (including Third Party Services) of, any businesses or individuals or the content of their resources.

11. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL STARBUCKS OR ANY OF ITS PROTECTED ENTITIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM, OR DIRECTLY OR INDIRECTLY RELATED TO, THE PARTICIPATION IN, USE OF, OR THE INABILITY TO USE, STARBUCKS ODYSSEY, THE SITE OR THE CONTENT, MATERIALS AND FUNCTIONS RELATED THERETO, LOST BUSINESS OR LOST SALES, EVEN IF SUCH PROTECTED ENTITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN MEMBERS. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE PROTECTED ENTITIES BE LIABLE FOR OR IN CONNECTION WITH ANY CONTENT POSTED, TRANSMITTED, EXCHANGED OR RECEIVED BY OR ON BEHALF OF YOU OR ANY MEMBER OR OTHER PERSON ON OR THROUGH THE SITE. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF THE PROTECTED ENTITIES TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE OR OTHERWISE) ARISING FROM THESE TERMS AND CONDITIONS OR YOUR USE OF THE SITE EXCEED, IN THE AGGREGATE, THE AMOUNT, IF ANY, PAID BY YOU TO STARBUCKS FOR YOUR USE OF THE SITE.

12. Applicable Laws. We control and operate the Site from our offices in the United States of America. We do not represent that materials on the Site are appropriate or available for use in other locations. Persons who choose to access the Site from other locations do so on their own initiative, and are responsible for compliance with local laws, if and to the extent local laws are applicable.

13. Modifications to the Site and the Services. We reserve the right, for any reason, in our discretion, to terminate, change, suspend or discontinue any aspect of the Site, including content, features or hours of availability. We may also impose limits on certain features of the Site or restrict or terminate your access to part or all of the Site without notice or penalty. Starbucks reserves the right to temporarily or permanently restrict or terminate your access to the Site or any services offered by the Site for any or no reason without prior notice.

14. Miscellaneous.

a. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect.

b. For purposes of these Terms: (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (ii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to these Terms as a whole; (iii) the word "or" has the inclusive meaning represented by the phrase "and/or"; and (iv) the word "discretion" will be deemed preceded by "sole and absolute."

c. Except to the extent of Additional Terms, as may be applicable, these Terms constitute the entire agreement between you and Starbucks, supersede all prior and contemporaneous agreements, and cannot be modified except by a written instrument signed by the parties.

d. The provisions in these Terms that must survive the expiration or termination of these Terms in order to give effect to their intent and meaning will so survive. In addition, and without limiting the generality of the preceding sentence, the following Sections shall survive the expiration or termination of these Terms: Sections 2, 3, 4, 5, 6, 7, 9, 10, 11, 14, and 15.

e. These Terms and use of the Sites are governed by the laws of the state of Washington, United States of America, without regard to Washington's conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall have no applicability. If the arbitration agreement is ever deemed unenforceable or void or a dispute between the parties is not subject to arbitration, the User irrevocably consents to the exclusive jurisdiction of the federal and state courts in King County, Washington, United States of America, for purposes of any legal action arising out of or related to the use of the Site or these Terms.

15. Arbitration.

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of these Terms of Use.

a. **Binding Arbitration.** This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to these Terms, your access to or participation in Starbucks Odyssey, the Site, or your relationship with us. Any dispute or claim arising out of or relating to these Terms, your access to or participation in Starbucks Odyssey, or your relationship with Starbucks or any subsidiary, parent or affiliate company or companies (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration, except that either of us may take claims to small claims court if they qualify for hearing by such a court.

b. **Arbitration Procedures.** For all disputes, whether pursued in court or arbitration, you must first send a written description of your claim to our Customer Service department using the appropriate link at <https://customerservice.starbucks.com/app/contact/ask/> to allow us an opportunity to resolve the dispute. You and we each agree to negotiate your claim in good faith. You may request arbitration if your claim or dispute cannot be resolved within sixty (60) days.

c. The arbitration of any dispute or claim shall be conducted in accordance with the rules of the American Arbitration Association ("AAA"), including the AAA's Consumer Arbitration Rules (as applicable), as modified by these Terms. The AAA Rules and information about arbitration and fees are available online at www.adr.org. You and we agree that these Terms evidence a transaction in interstate commerce and that this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law and will not be governed by state law. Any arbitration will be held in a reasonably convenient location in the state in which you reside or at another mutually agreed location. The arbitration will be conducted in the English language. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce these Terms as a court would. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

d. **Costs of Arbitration.** Upon filing of the arbitration demand, we will pay all filing, administration and arbitrator fees other than the initial \$200 filing fee, and for claims of less than \$1,000, Starbucks will reimburse you for the filing fee within 30 days of receiving a written request from you. Each party will bear the fees and expense of its own attorneys, experts, witnesses and preparation and presentation of evidence at the arbitration. However, for claims under \$10,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds you are the prevailing party in the arbitration,

you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, we agree not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.

e. **Class Action Waiver and Jury Waiver.** You and we each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If a court or arbitrator determines in an action between you and us that this class action waiver is unenforceable, the arbitration agreement will be void as to you. If for any reason a claim proceeds in court rather than through arbitration, you and we each waive any right to a jury trial.

16. Contact.

Any questions, complaints, or claims regarding the Site should be directed to:

Starbucks Coffee Company
Customer Care (info@starbucks.com)
2401 Utah Ave South
Seattle, WA 98134
Phone: 1-800-STARBUCK (782-7282)

Last Updated December 8, 2022

APPENDIX A TO STARBUCKS ODYSSEY TERMS AND CONDITIONS
STARBUCKS DIGITAL BETA PROGRAM TERMS AND CONDITIONS
Updated December 8, 2022

From time to time, Starbucks may develop pre-release “beta” versions of software functionality in order to test, improve and enhance the Starbucks digital customer experience (all such software, the “Beta Products”). By accessing or participating in the Starbucks Digital Beta Program (the “Beta Program”), you agree to be bound by these Starbucks Digital Beta Program Terms and Conditions (“Terms of Use”) and all terms incorporated herein by reference. If you do not agree to these Terms of Use, do not access or participate in the Beta Program.

1. **Participation in the Beta Program.** You may participate in the Beta Program upon invitation from and approval by Starbucks. The Starbucks Odyssey Terms and Conditions, Starbucks.com Terms of Use, Starbucks App Terms of Use, Starbucks Rewards Terms of Use, and Privacy Statement are incorporated by reference herein and control for any term not specifically addressed in these Terms, as applicable.
2. **Feedback.** The Beta Program is made available to you for purposes of evaluation and feedback of the Beta Products without any compensation or reimbursement of any kind from Starbucks. During the Beta Program, you may be asked to provide feedback regarding your use of the Beta Products. You acknowledge that Starbucks owns any feedback provided, and you hereby grant to Starbucks a perpetual, non-revocable, royalty-free worldwide license to use and/or incorporate such feedback into any Starbucks product or service (including the Beta Products) at any time in Starbucks’ sole discretion.
3. **“As Is” Status.** By participating in the Beta Program, you understand and acknowledge that the Beta Products are made available on an “As Is” or “As Available” basis. The Beta Products may contain bugs, errors, and other problems. **YOU ASSUME ALL RISKS ASSOCIATED WITH YOUR USE OF THE BETA PRODUCTS.** In addition, Starbucks is not obligated to provide any maintenance, technical or other support for the Beta Products.
4. **Reverse Engineering.** Except to the extent permitted by law, you may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code in connection with the Beta Program.
5. **Modification and Termination of the Beta Program.** Starbucks reserves the right to modify or terminate the Beta Program or the Beta Products, or your use of the Beta Program or the Beta Products, to limit or deny access to the Beta Products and/or participation in the Beta Program, at any time, in its sole discretion, for any reason, with or without notice and without liability to you. You may discontinue your use of the Beta Products at any time.
6. **DISCLAIMER OF WARRANTIES.** YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE BETA PRODUCTS AND BETA PROGRAM ARE PROVIDED BY STARBUCKS ON AN “AS IS” BASIS AND AS AVAILABLE, AND YOUR ACCESS TO AND/OR USE OF THE BETA PROGRAM OR BETA PRODUCTS, IS AT YOUR SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, STARBUCKS EXPRESSLY DISCLAIMS ALL AND YOU RECEIVE NO WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. STARBUCKS MAKES NO WARRANTY THAT ANY OF THE BETA PRODUCTS WILL MEET YOUR REQUIREMENTS AND/OR THAT THE BETA PRODUCTS WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE, NOR DOES STARBUCKS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE BETA PRODUCTS OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE BETA

PRODUCTS. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ANY OF THE BETA PRODUCTS IS DONE AT YOUR SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM AND/OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

7. **LIMITATION ON LIABILITY.** IN NO EVENT SHALL STARBUCKS BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL AND/OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES RELATED TO THESE TERMS AND/OR WHETHER DIRECT OR INDIRECT: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, AND (v) COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), VIOLATION OF STATUTE, OR OTHERWISE, AND WHETHER OR NOT STARBUCKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, STARBUCKS LIABILITY HEREUNDER IS LIMITED TO \$50.00. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

8. **Changes to the Terms.** Starbucks reserves the right to make changes to the Terms of Use from time to time, and will notify you in such an event. You understand and agree that if you use the Beta Products after the date on which the Terms of Use have changed, Starbucks will treat your use as acceptance of the updated Terms of Use.