

**The secret menu contest
Official Rules**

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

1. Eligibility: The secret menu contest (the “Contest”) is open only to legal residents of the 50 United States and the District of Columbia who are at least 18 years old (“Entrants”). Starbucks Partners (employees) are eligible to participate. However, at no time during the judging process will an individual's status as a Starbucks Partner be revealed to judges or taken into consideration when computer scoring or judging entries.

Starbucks Corporation executives and employees involved in the execution of this Contest, Merkle Inc. (“Administrator”) and the employees of 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 Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited. In addition, all persons engaged by Sponsor, its agencies, agents, vendors or affiliates to advertise or participate in the Contest, are also not eligible.

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

3. Agreement to Official Rules: 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 Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Timing of Contest: The Contest begins on July 14, 2025 at approximately 4:00 a.m. Pacific Time (“PT”) and ends on August 20, 2025 at 11:59 p.m. PT (herein “Contest Period”) and includes three “Phases” as set forth in the table below.

Phase	Start Date	Ends at 11:59 p.m. PT
Entry Submission	July 14, 2025	July 20, 2025
Judging	July 21, 2025	July 28, 2025
Public Voting	August 18, 2025	August 20, 2025

Administrator’s servers are the official time-keeping devices for the Entry Submission Phase and Instagram’s servers are the official time keeping devices for the Public Voting Phase.

5. How to Submit a Contest Entry: During the Entry Submission Phase, visit secretmenucontest.starbucks.com (“Contest Site”) and follow the instructions to create and submit your Contest Entry as outlined in the steps below. If you use a mobile device to enter the Contest, standard message and data rates may apply. Please consult your wireless service provider regarding its pricing plans prior to entering via your wireless mobile device.

Step 1: Entrant uses the Contest Site’s menu, which simulates the Starbucks website/mobile app ordering process, to create their favorite **customized** Grande (16 oz.) drink. The recipe for the custom drink you create through the Contest Site (herein “Custom Drink Recipe”) is your Contest Entry.

Step 2: Complete the registration form by accurately providing your first and last name (initials are not sufficient), and a valid email address and then agree to these Official Rules to submit your Contest Entry.

Step 3: **OPTIONALLY**, Entrant may submit a photo of their Custom Drink. This optional photo will not be considered by Sponsor in judging the Contest Entries and therefore will not impact the determination of the winning Custom Drink Recipes. However, Entrant will be disqualified from winning a prize if the photo submitted is indecent, obscene, hateful, tortious, defamatory, libelous, contains material that violates or infringes another’s rights, disparages Sponsor or any other party, or contains material that is unlawful in any way. Photo must not be larger than 10MB and may only be in .jpg or .png format.

Limit: You may only submit 1 Contest Entry during the Entry Submission Phase. Contest Entries received from any person using multiple email address accounts or any other method that results in an individual submitting more than 1 Contest Entry will be void and may result in disqualification of Entrant. Use of any automated system to participate is prohibited. Sponsor will disqualify any Entrant known or reasonably believed to have used an automated system or any other method that violates or undermines the intended entry process. In the event of a dispute as to the identity of an Entrant, Sponsor and Administrator will rely on the information submitted by the Entrant to register for this Contest to determine Entrant's identity. If any additional information provided by Entrant is inconsistent with the information provided at registration Sponsor may disqualify such Entrant and such disqualification will result in the forfeiture of any prizes.

6. Finalist Determination and Finalist Requirements: During the Judging Phase, 4 Finalists will be determined according to the process set forth below.

A. Judging of Custom Drink Recipes and Selection of Finalists: Selection of Finalists will take place using the multi-step process set forth below.

(i) Initial Computerized Scoring of Contest Entries: After the conclusion of the Entry Submission Phase, Sponsor will use a computer model to score all Contest Entries. Each Custom Drink Recipe will be scored based on the drink ingredients used and their quantities and preparation methods. The highest scoring Contest Entries in the ranked list of Contest Entries will represent the most popular Custom Drink Recipes that also include some creative addition(s).

(ii) Sponsor Judging: A panel of qualified judges with subject matter expertise, determined by Sponsor in its sole discretion, will review the ranked Contest Entries, starting with the highest scoring Contest Entries, to select 16 Custom Drink Recipes (herein "Semi-Finalist Custom Drinks"). Each of the 16 Custom Drink Recipes selected will be recognizably different from the other Semi-Finalist Custom Drinks. To make this determination, the judging panel will use the below criteria:

- **Proud to Serve:** This criterion includes an assessment of expected taste, presentation, and creativity of the Custom Drink (80%)
- **Feasibility:** The ability to create the Custom Drink in-store considering the practicality of preparation, the price point and the time required to create it. (20%)

(iii) Final Expert Panel Judging: Next a group of 3 other qualified judges (herein "Expert Panel") will wholistically evaluate each of the 16 Semi-Finalist Custom Drink Recipes, considering factors such as creativity, taste, balance of flavors and alignment with current beverage trends and collectively determine the 4 best Custom Drink Recipes (herein the "Finalist Custom Drink Recipes").

All judging determinations are final and binding. Sponsor will not disclose any of the judging scores.

(iv) Random Drawing to Select Potential Winning Finalists: Sponsor expects that there will be multiple Entrants who submitted each of the 4 Finalist Custom Drinks selected. If this is so, Administrator will aggregate all Contest Entries that match each Finalist Custom Drink Recipe and randomly select a potential Finalist to represent each Finalist Custom Drink Recipe and be the potential winner of a Finalist or Grand prize. Odds of being selected as a potential Finalist depend upon the number of Entrants who submitted the same Contest Entry for each respective Finalist Custom Drink Recipe. If there is only one single Entrant who has submitted a Contest Entry for a particular Finalist Custom Drink Recipe, then this Entrant will be deemed a potential Finalist.

B. Finalist Notification and Requirements: The potential Finalists will be notified by email from Administrator on or about July 29, 2025. Each potential Finalist will be required to sign and

return within 3 days of the date the notice is sent, a Declaration and Non-Disclosure Agreement (“Prize Acceptance Document”) whereby Finalist (1) confirms that they meet eligibility requirements; (2) agrees to these Official Rules; (3) waives liability against all Released Parties; (4) agrees not to disclose their Custom Drink Recipe or that they are prize winner before Sponsor makes an announcement; (5) agrees to be filmed (“Prize Footage”) if they are ultimately selected as the Grand Prize winner and acknowledges that Sponsor owns the Prize Footage and may use it or not use it as they would like, along with Finalist’s name, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without any further notification or compensation due to Finalist; (6) Finalist’s agreement to not take any actions that would be deemed Inappropriate Voter Fraud or Tampering (defined below in Section 7) with the public voting process; and (7) Finalist confirms that they have no ownership rights associated with the Custom Drink Recipe and acknowledges that they will not receive any compensation other than the prize related to Sponsor’s express use of the Custom Drink Recipe.

If a potential Finalist cannot be contacted, fails to execute and return the Prize Acceptance Document, provide any other requested information, or does not comply with these Official Rules, potential Finalist forfeits the opportunity to continue in the Contest and is disqualified from winning a prize. If a potential Finalist forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner selected by random drawing from among all remaining Entrants who submitted the applicable Custom Drink Recipe.

7. Public Voting Phase to determine Grand Prize Winner: During the Public Voting Phase, Sponsor will offer public voting through a poll that will be posted on [@Starbucks](#) on Instagram. Individuals who have Instagram accounts may vote for their favorite Finalist Custom Drink Recipe by responding to the poll. **Limit:** Each individual may vote 1 time during the Public Voting Phase.

Any attempt by any Finalist or voter to obtain votes by any fraudulent or inappropriate means, including without limitation, utilizing paid advertising, authorizing or permitting third parties to advertise, creating or inducing others to create multiple Instagram accounts, obtaining votes by using vote trading, offering prizes or other inducements to members of the public to solicit votes, or any other methods that influence or undermine a fair voting process, as determined by Sponsor in its sole discretion (collectively “Voter Fraud or Tampering”) will void those votes attributable to the Voter Fraud or Tampering and Finalist may be disqualified as determined by Sponsor in its sole discretion. **Note:** The Instagram poll will include a leaderboard. Leaderboard results are provisional only and are subject to verification. Any evidence of Voter Fraud or Tampering will alter the final outcome of the public vote and therefore may differ from the results displayed on the leaderboard.

Subject to all Finalists’ compliance with these Official Rules, the Finalist whose Custom Drink Recipe receives the highest number of valid votes during the Public Voting Phase will be the Grand Prize winner. The remaining 3 Finalists will be the Finalist Prize winners. In the event of a tie for the most votes amongst the Finalist Custom Drinks, the Finalist Custom Drink that had previously received the highest score by the Expert Panel will be the Grand Prize winner. Should the voting appear to have been tampered with or manipulated in any way, Sponsor reserves the right, in its sole discretion, to disqualify from receiving a prize any Finalist(s) whose Contest Entry benefitted from the vote tampering and, where applicable, offer the Grand Prize to an alternate Finalist whose Custom Drink Recipe received the next highest number of votes. Sponsor reserves the right to not award prizes to any Finalist who has violated these Official Rules.

8. Prizes:

Quantity, Description and Approximate Retail Value (“ARV”):

1 Grand Prize: Grand Prize winner will receive a total of \$30,000 by ACH transfer to winner’s bank account, which includes a \$5,000 Finalist Prize as well as \$25,000 for the Grand Prize. Retail Value: \$30,000.

3 Finalist Prizes: Each other Finalist winner will receive \$5,000 by ACH transfer to winner’s bank account. Retail Value: \$5,000.

Additional Prize Terms: Prizes are non-transferable. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Unless a Starbucks Partner, winners will receive an IRS Form 1099 MISC reporting the actual value of the prize received. If a winner is a Starbucks Partner, the prize value will be reported by Starbucks Corporation on winner's annual IRS Form W-2. Prizes will be fulfilled approximately 8-10 weeks after conclusion of the Contest. Limit of 1 prize per person.

9. Not an Offer of Employment; Consent for Sponsor to use Custom Drink Recipe; and Acknowledgement that Custom Drink Recipe May Have Been Previously Developed: Nothing in these Official Rules is an offer or contract of employment of any kind with any entity, including Sponsor. Entrant acknowledges that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and Sponsor or any of the Released Parties and that no such relationship is established by any Contest Entry made pursuant to these Official Rules. By submitting a Contest Entry or an optional photo, each Entrant agrees that their Contest Entry and optional photo is gratuitous and made without restriction and will not place Sponsor under any obligation to Entrant; that Sponsor is free to disclose the content contained in the Contest Entry and optional photo on a non-confidential basis to anyone or otherwise use the Contest Entry and photo without any additional compensation or notification to Entrant. Entrant acknowledges that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than Entrant. Entrant also acknowledges that other Entrants may submit Contest Entries that are substantially similar, or identical, to the Entrant's Contest Entry. Entrant acknowledges that it does not have ownership rights to the Contest Entry submitted.

10. Release: By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, Administrator and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and prize suppliers and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any 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 Contest or receipt, use inability to use or misuse of any prize, including any related travel.

11. Publicity: Acceptance of any prize shall constitute and signify each Finalist's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photos, Prize Footage, Contest Entry, image created by Sponsor associated with the Contest Entry, and/or prize information for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, 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 Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the Finalists/winners from among all non-suspect, eligible Contest Entries received up to time of such action using the judging procedure outlined above in Section 6.A. above or alternate procedures determined by Sponsor that best replicate the outlined judging procedure and/or randomly selecting winners. In addition, if terminated, Sponsor may modify the prizes offered. In addition, Sponsor reserves the right to disqualify any individual it finds to be tampering with the entry process, public voting process or the operation of the Contest, to be acting in violation of the Official Rules of this promotion or in a disruptive manner and will void all associated Contest Entries. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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.

13. Limitations of Liability: Released Parties are not responsible for:

- A. Any incorrect or inaccurate information, caused by printing errors or by any of the equipment or programming associated with or utilized in the Contest.

- B. Technical failures of any kind, including, but not limited to: (1) malfunctions, interruptions or disconnections to the internet, in-phone lines or network hardware or software; (2) malfunctions with the artificial intelligence engines used to perform initial computerized sorting; (3) any incorrect or inaccurate information caused by equipment failures or programming errors arising from the use of cloud infrastructure, third-party cloud computer platform services, application program interfaces, or vector databases; (4) unauthorized human intervention in any part of the entry submission process of the Contest, including but not limited to security breaches, hacking attempts, exploitation of system vulnerabilities or authentication misuse; (5) technical, computer, network, or human error in the configuration of computer cloud platform firewalls leading to legitimate traffic blocking or failure in handling high traffic volumes; (6) printing, typographical, technical, programming or human errors in the administration of the Contest, the processing and judging of Contest Entries, the votes and/or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; and (7) misdirected or undeliverable Contest Entries due to technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission.
- C. 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 Contest, including digital security risks, or receipt or use or misuse of any prize.
- D. Released parties are not responsible for any unauthorized third-party use of any Contest Entry.

14. Dispute Resolution (Venue, Choice of Law and Limitations of Liability): Except where prohibited, Entrant agrees that:

- A. Any and all disputes, claims and causes of action arising out of or connected with this Contest 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;
- B. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees;
- C. 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; and
- D. 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 Contest, 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.

15. Severability: If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, then: (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

16. Entrant's Personal Information: Information collected from Entrants is subject to the [Sponsor's Privacy Policy](#).

17. Winner List: For a winner list, click [HERE](#). The winner list will be posted after winner confirmation is complete.