## The Million Stars Giveaway Official Rules - US

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

- 1. Eligibility: The Million Stars Giveaway (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old and who are members of the Starbucks® Rewards loyalty program at the time of entry ("Entrant(s)"). Employees of Merkle Inc., and its 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 to participate. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes Entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **2. Sponsor:** Starbucks Corporation, 2401 Utah Ave. S, Seattle, WA 98134. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.
- **3. Timing:** The Sweepstakes begins on October 17, 2022 at 4:00 a.m. Pacific Time ("PT") and ends on October 23, 2022 at 11:59 p.m. PT (the "Promotion Period"). There are seven (7) daily entry periods (each a "Daily Entry Period"), as outlined below:

Daily Entry Period	Start Date at 12:00 a.m. PT (unless otherwise noted)	End Date at 11:59 p.m. PT	Approximate Drawing Date
1	October 17, 2022 at 4:00 a.m. PT	October 17, 2022	October 24, 2022
2	October 18, 2022	October 18, 2022	October 24, 2022
3	October 19, 2022	October 19, 2022	October 24, 2022
4	October 20, 2022	October 20, 2022	October 24, 2022
5	October 21, 2022	October 21, 2022	October 24, 2022
6	October 22, 2022	October 22, 2022	October 24, 2022
7	October 23, 2022	October 23, 2022	October 24, 2022

Administrator's computer is the official time-keeping device for this Sweepstakes.

- **4. How to Enter:** During the Promotion Period, visit <u>starbucksstardays.com</u> ("Promotion Site") and follow the links and instructions to sign into your Starbucks® Rewards loyalty program account ("Account") and register for the Sweepstakes. Once you are registered, there are two (2) ways to earn Sweepstakes entries, as outlined below:
  - a. Make a Purchase at Starbucks Using a Starbucks Card or linked payment method, or by scanning your Starbucks app prior to checkout: During the Promotion Period, make a qualifying purchase (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) at a participating Starbucks retail location in the United States. Then, visit the Promotion Site and sign into your Account and you will have received one (1) Sweepstakes entry into the applicable Daily Entry Period drawing.
  - **b.** Enter without Making a Purchase: During the Promotion Period, to enter without making a purchase, visit the Promotion Site and follow the links and instructions to complete and submit the entry form and you will have received one (1) Sweepstakes entry into the applicable Daily Entry Period drawing.

<u>Limit</u>: Each Entrant may earn up to two (2) entries per Daily Entry Period during the Promotion Period by either making up to two (2) purchase transactions; or up to two (2) "free" requests; or a combination of the purchase and free entry method for a total of two (2) entries per Daily Entry Period.

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 entries by using multiple/different email addresses, Accounts, identities, registrations and logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or entry, 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. Prize Drawings: Administrator is an independent judging organization whose decisions regarding the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during each applicable Daily Entry Period, on or around October 24, 2022. Non-winning Daily Entry Periods entries will not carry over into any subsequent Daily Entry Period. The potential winners will be notified by email. Each potential winner (parent/legal quardian if winner is a minor in his/her state of residence) of a prize valued at or over \$600 (or if the cumulative value of all prizes won through programs sponsored by Starbucks in a calendar year is equal to \$600 or more) will be sent an email to the email address associated with his/her/their Account and required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration"), and an IRS Form W-9 which must be received by Administrator, within three (3) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to complete a Declaration (if applicable), fails to provide any requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her/their prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled within approximately 4-5 weeks after the conclusion of the Sweepstakes.
- **6. Prizes:** SEVEN THOUSAND (7,000) GRAND PRIZES (one thousand (1,000) awarded per Daily Entry Period): One thousand (1,000) Bonus Stars will be added to the Account used to register for the Sweepstakes. Approximate Retail Value ("ARV"): \$38.10.

<u>For All Prizes</u>: Stars accumulated under the Starbucks Rewards loyalty program are promotional and have no cash value; Bonus Stars awarded in this Sweepstakes have value in the Starbucks Rewards loyalty program when awarded. 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 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. Odds of winning a prize depend on the number of eligible entries received during the applicable Daily Entry Period. <u>Limit</u>: One (1) prize per person. Total ARV of all prizes: \$266,700.00.

**7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, Administrator, and their respective 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 Sweepstakes or receipt or use or misuse of any prize.

- **8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- **9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes 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.
- 10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is 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 the 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, un-awarded, eligible prize claims.
- 11. Disputes: Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes 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 Sweepstakes, 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 Sweepstakes, 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.
- **12. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's Privacy Policy <a href="http://www.starbucks.com/about-us/company-information/online-policies/privacy-policy">http://www.starbucks.com/about-us/company-information/online-policies/privacy-policy</a>.
- **13. Winner List:** For a winner list, please <u>click here</u>. The winner list will be posted after winner confirmation is complete.

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