## STARBUCKS STAR DAYS 2024 OFFICIAL RULES

**1. Eligibility:** Starbucks Star Days 2024 ("Promotion") includes seven (7) offers (each an "Offer") and a sweepstakes ("Sweepstakes").

The Offers are open only to legal residents of Canada who are at least eighteen (18) years old at the time of entry and who are members of the Starbucks® Rewards loyalty program.

The Sweepstakes is open only to legal residents of Canada who are at least eighteen (18) years old at the time of entry and have linked their Canadian Starbucks® Rewards loyalty program account ("Starbucks Account") with their Aeroplan loyalty program account ("Aeroplan Account").

Employees of Merkle Inc. and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to participate. The Promotion is subject to all federal, provincial and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Promotion. Winning a prize and receiving an offer is contingent upon fulfilling all requirements set forth herein.

By entering the Promotion, each eligible entrant acknowledges and agrees that the Promotion is in no way sponsored, endorsed, administered by, nor is associated with Aeroplan, its parent company Air Canada, and each of their respective subsidiaries and affiliates, and that Starbucks Coffee Canada, Inc. is fully responsible for the conduct and administration of the Promotion, including the selection of winners and the distribution of prizes.

- **2. Sponsor:** Starbucks Coffee Canada, Inc., 5160 Yonge Street, Suite 1700, Toronto, ON M2N 6L9, Canada. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075 U.S.A.
- **3. Timing:** The Promotion begins on April 8, 2024 at 4:00 a.m. Pacific Time ("PT") and ends on April 14, 2024 at 11:59 p.m. PT (the "Promotion Period"). Administrator's computer is the official time keeping device for this Sweepstakes.
- 4. How to Receive Offers/How to Enter the Sweepstakes:

## NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING A SWEEPSTAKES PRIZE.

Sweepstakes Participation Requirement: A Starbucks Account in good standing linked with an Aeroplan Account in good standing (collectively, a "Linked Account") is required to participate in the Sweepstakes. If you do not have a Starbucks Account and/or Aeroplan Account, you may open each for free by clicking HERE for a Starbucks Account or HERE for an Aeroplan Account. Creating each Account is subject to the applicable terms and conditions and privacy policies: Starbucks Rewards Terms of Use and Privacy Policy or Aeroplan Program General Terms and Conditions and Privacy Policy. You must then link your Starbuck Account and your Aeroplan Account by following the prompts available HERE. Linked Accounts are subject to the Aeroplan and Starbucks Promotion Terms and Conditions ("Aeroplan/Starbucks Terms").

**Entry Requirements:** There are two (2) ways to enter the Sweepstakes. Offers are only available to entrants who use the Purchase method, as outlined below:

a. Make a Purchase to Receive Offers and Enter the Sweepstakes: During the Promotion Period, make a qualifying purchase of at least \$2.50 (excluding Starbucks Card purchases and Starbucks Card reloads and excluding sales tax) ("Qualifying Purchase") at a participating Starbucks retail location in Canada using a Starbucks Card or linked payment method, or by scanning your

Starbucks app prior to checkout.

Next, visit <a href="https://www.starbucksstardays.ca">https://www.starbucksstardays.ca</a> (the "Promotion Site") and follow the links and instructions to sign into your Starbucks Account. Then, follow the instructions to "claim" the Offer by claiming your bonus stars on the game board. Claiming the Offer is required in order to receive an Offer. You will receive the Purchase Tier 1 Offer. You may earn the next Purchase Tier Offer for each daily Qualifying Purchase you make during the Promotion Period, up to Purchase Tier 7. You may receive each Offer one (1) time during the Promotion Period. You may only earn the next tier level once per day. You must "claim" your Offer(s) anytime during the Promotion Period. Offers will be fulfilled within approximately 24 hours. Once you complete Tier 7 and claim your Offer, you will also receive one (1) entry into the Aeroplan linked-member Sweepstakes.

Purchase Tier	Offer	Value of Offer
1	10 Bonus Stars	\$0.38
2	15 Bonus Stars	\$0.57
3	25 Bonus Stars	\$0.96
4	50 Bonus Stars	\$1.92
5	75 Bonus Stars	\$2.87
6	100 Bonus Stars	\$3.83
7	200 Bonus Stars	\$7.66

b. Alternative Method of Entry to Enter the Sweepstakes: During the Promotion Period, to enter the Sweepstakes without making a purchase, visit the Promotion Site and follow the links and instructions to complete and submit the alternative method of entry form which includes accurately providing your full name and email address. You will receive an email asking to confirm your entry. Click on the link included in the email and follow the links and instructions to receive one (1) entry into the Aeroplan linked-member Sweepstakes. Please ensure that email settings are set up to allow for receipt of email communications from Administrator. Sponsor assumes no responsibility for an undeliverable notification of selection resulting from an undelivered email, any form of active or passive filtering by entrant's account or email settings, or for insufficient space in an entrant's account to receive notifications or emails.

Limit: Each entrant may receive one (1) Sweepstakes entry during the Promotion Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address, Starbucks Account, Aeroplan Account or Linked Account. Each entrant is limited to only one (1) Linked Account. Any attempt by any entrant to obtain more than the stated number of entries/Offers by using multiple/different email addresses, Accounts, identities, registrations and logins, or any other methods will void that entrant's entries/Offers 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 the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Promotion (or where applicable to enroll in the loyalty program). If any additional information provided by entrant is inconsistent with the information provided at registration for this Promotion OR enrollment into loyalty program, Sponsor and/or Administrator may disqualify such entrant and such disqualification may result in the forfeiture of any prizes won. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

**5. Sweepstakes Grand Prize Drawing:** Administrator is an independent judging organization whose decisions regarding the administration and selection of 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 the Promotion Period, at 10:00 a.m. ET on April 15, 2024 in Southfield, MI, U.S.A. The potential winners will be notified by email after the date of the random drawing. Potential winners will also be required to correctly answer a time-limited skill testing question without any assistance in order to be eligible to receive the prize. If the question is answered incorrectly, the prize will be forfeited. Without limiting the generality of the foregoing, Sponsor reserves the right, in its sole discretion, to administer an alternate skill testing question as it deems appropriate based on the circumstances, to

address disability issues and/or to comply with applicable law. If the potential winner cannot be contacted, fails to correctly answer the time-limited skill testing question, or fails to provide any requested information within the required time period, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner forfeits the prize or is disqualified for any reason, an alternate winner will be selected in a random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain unawarded. Prizes will be fulfilled within approximately 8-14 weeks after the conclusion of the Promotion and confirmation of the winners.

**6. Sweepstakes Prizes:** FIVE (5) GRAND PRIZES: Five thousand (5,000) Aeroplan points. The Aeroplan Prize must be accepted as awarded. Aeroplan points have no cash value but are redeemable under the Aeroplan program for flights and other rewards. The retail value of rewards obtained using Aeroplan points will vary depending on a range of factors including the type of reward issued, details of which may be found at <a href="https://www.aircanada.com/ca/en/aco/home/aeroplan.html">https://www.aircanada.com/ca/en/aco/home/aeroplan.html</a>. Aeroplan points may be redeemed only in accordance with the General Terms & Conditions of the Aeroplan program. Full terms and conditions of the Aeroplan Program are available online at <a href="https://www.aircanada.com/ca/en/aco/home/aeroplan.html">Aeroplan Program are available online at Aeroplan Program General Terms and Conditions</a>. Approximate Retail Value: \$150 CND.

Prizes must be accepted as 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 prize should become unavailable for any reason. Winner is 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 Promotion Period. Limit: one (1) Sweepstakes prize per household.

- **7. Release:** By entering this Promotion, each entrant agrees to release and hold harmless Sponsor, Aeroplan Inc., Air Canada, 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 Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and province for promotional purposes in any media, worldwide, without further payment or consideration.
- **9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion and subject to the approval of the Régie des alcools, des courses et des jeux. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of 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 Promotion 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 Promotion 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 Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human

error which may occur in the administration of the Promotion or the processing of entries; (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 Promotion or receipt or use or misuse of any Offer or 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 into the Sweepstakes portion of the Promotion, 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 Promotion or any Offer or 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 U.S.A.; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Washington, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington. For Residents of Quebec Only: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
- **12. Entrant's Personal Information:** Information collected from entrants is subject to the Sponsor's Privacy Policy <a href="https://www.starbucks.ca/terms/privacy-statement/">https://www.starbucks.ca/terms/privacy-statement/</a>.
- **13. Winner List:** For a winner list, please <u>click here</u>. The winner list will be posted after winner confirmation is complete.
- **14. Promotion Emails:** By participating in the Promotion, you agree to receive emails related to the Promotion.
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