Starbucks Summer Game 2024 Member Game Official Rules - US

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

- 1. Eligibility: Starbucks Summer Game 2024 (the "Promotion") includes the following:
 - (A) An instant win game ("Instant Win Game" or "Bubble Pop Game") and a sweepstakes ("Sweepstakes") that randomly award "Prizes and Offers" (see Section 4 for details on the Instant Win Game and Sweepstakes and Section 7 for available Prizes and Offers);
 - (B) A "Puzzle" (see Section 8 for details); and.
 - (C) A "Weekly Offer" that is unlocked by making a Qualified Purchase (defined in Section
 - 4). See Section 9 for details.

The Promotion is open only to legal residents of the fifty (50) United States (including 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)"). Starbucks Partners (employees) are eligible to win Instant Win Game Prizes and Offers and may earn Weekly Offers (see Section 9 below) but are not eligible to win the Sweepstakes Prizes. Employees of Merkle Inc. and any of their direct or indirect parent and affiliate companies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, 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 Promotion. 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 Promotion begins on May 20, 2024 at 4:00 a.m. Pacific Time ("PT") and ends on June 17, 2024 at 11:59 p.m. PT (the "Promotion Period").
 - A "Day" begins at 12:00 a.m. PT and ends at 11:59 p.m. PT, except the first day which begins at 4:00 a.m. PT and ends at 11:59 p.m. PT.
 - A "Week" begins each Monday and ends the following Sunday, except the last week which starts on Monday, June 10, 2024 and ends on Monday, June 17, 2024.

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

4. How to Enter for a Chance to Win Prizes and Offers:

Register for this Promotion: During the Promotion Period, visit <u>starbuckssummergame.com</u> ("Promotion Site") and sign into your Starbucks Rewards account ("Account").

Earn/Receive Instant Win Game Plays: Entrants can earn/receive Instant Win Game plays (each a "Game Play") throughout the Promotion Period by the methods set forth below. Once earned Game Plays are deposited into Entrant's Account and Entrants can redeem them to play the Instant Win Game at any time during the Promotion Period.

- (A) Each Entrant will receive one (1) Game Play deposited into their Account for registering for the Promotion (first visit only) and for logging in on each Friday during the Promotion Period (May 24, 2024, May 31, 2024, June 7, 2024, and June 14, 2024). If you register on a Friday during the Promotion Period, you will receive two (2) Game Plays.
- (B) Entrants can earn Daily Game Plays (each Day) by taking the actions outlined below. There are two (2) ways to earn Daily Game Plays.

- (1) Make a Starbucks Purchase Using a payment method linked to your Account (either a registered Starbucks Card or other payment linked method) or by scanning your Starbucks® App prior to checkout: During the Promotion Period, make any instore Starbucks purchase (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) using a Starbucks Card or other payment method linked to your Account in the Mobile App or by scanning your Starbucks App to pay at any participating Starbucks store in the United States (herein a "Qualifying Purchase"). You will receive one (1) Game Play deposited into your Account, except for each Monday during the Promotion Period (May 20, 2024, May 27, 2024, June 3, 2024, June 10, 2024, and June 17, 2024) where you will receive two (2) Game Plays deposited into your Account.
- (2) Enter without Making a Purchase ("Alternate Method Request"): During the Promotion Period, to receive a Game Play without making a purchase, visit starbuckssummergame.com and follow the links and instructions to complete and submit the entry form which includes providing your first and last name and valid email address associated with your Account and watching a short video and submitting answers to the questions. An email with a unique link will be sent to your Account email address. Click on the unique link to enter the Promotion Site and sign into your Account and you will have received one (1) Game Play deposited into your Account, except for each Monday during the Promotion Period (May 20, 2024, May 27, 2024, June 3, 2024, June 10, 2024, and June 17, 2024) where you will receive two (2) Game Plays deposited into your Account.

<u>Limit</u>: Each Entrant may earn up to two (2) Game Plays per Day during the Promotion Period by either making up to two (2) Qualifying Purchases; or up to two (2) Alternate Method Requests; or any combination of these two methods for a total of two (2) Game Plays per Day. Each Entrant may earn up to four (4) Game Plays each Monday during the Promotion Period by either making up to two (2) Qualifying Purchases; or up to two (2) Alternate Method Requests; or any combination of these two methods for a total of four (4) Game Plays each Monday during the Promotion Period.

Earn Bonus Game Plays: During the Promotion Period, each Entrant may receive bonus Game Plays either by completing any of the seven (7) "Activities" listed below or by making an Alternate Method Request (as described above in Section 4(B)(2)) and selecting the particular Activity for which you would like to apply the Alternate Method Request. Entrants may only receive one (1) bonus Game Play for completing each Activity (or by making an Alternate Method Request) during the Promotion Period as outlined below. There is no Alternate Method Request available for Activity 7, as this Activity does not require a purchase.

- (1) Activity 1 Reload your Account: During the Promotion Period, follow the directions on the Promotion Site to add the amount of money as indicated to your Account, either by adding money to a current card or using the auto-reload function and you will receive one (1) bonus Game Play deposited into your Account.
- (2) Activity 2 Order on the App: During the Promotion Period, follow the directions on the Promotion Site to make as many Qualifying Purchases as indicated on the Promotion Site using the Mobile Order & Pay feature of the App to receive one (1) bonus Game Play deposited into your Account.
- **(3) Activity 3 Treat Yourself OR Weekend Vibes:** During the Promotion Period, follow the directions on the Promotion Site to either make:
 - (a) the number of Qualifying Purchases on a Saturday or Sunday to receive one
 - (1) bonus Game Play deposited into your Account; OR
 - (b) the number of Qualifying Purchases on any day to receive one (1) bonus Game

Play deposited into your Account.

<u>Note</u>: Entrants will only have one of these options available to them during the Promotion Period.

- (4) Activity 4 Double the Fun: During the Promotion Period, follow the directions on the Promotion Site to make as many Qualifying Purchases that include at least two (2) handcrafted drinks (ready to drink beverages are not eligible) in one (1) transaction as specified to receive one (1) bonus Game Play deposited into your Account.
- **(5) Activity 5 Afternoon pick-me-up:** During the Promotion Period, follow the directions on the Promotion Site to make as many Qualifying Purchases after 12:00 p.m. local time as specified to receive one (1) bonus Game Play deposited into your Account.
- **(6) Activity 6 Redeem Stars OR Pop the Bubble:** During the Promotion Period, follow the directions on the Promotion Site to either:
 - (a) Redeem the number of Stars listed as part of an online or instore purchase to receive one (1) bonus Game Play deposited into your Account; OR
 - (b) Redeem a Game Play earned and play the Instant Win Game/Pop the Bubble Game the number of times listed to receive one (1) bonus Game Play deposited into your Account.

<u>Note</u>: Entrants will only have one of these options available to them during the Promotion Period.

(7) Activity 7 - Take a Poll: During the Promotion Period, follow the directions to answer the polling questions on the Promotion Site. By completing the polling questions, you will receive one (1) bonus Game Play deposited into your Account.

NOTE: Each Qualifying Purchase made during the Promotion Period will automatically be applied (a) to earn a Daily Game Play, (b) towards completing any applicable Activities for Bonus Game Plays, and (c) to unlock the Weekly Offer.

Game Play Limits: Limits for earning/receiving Game Plays are listed above. 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 Game Plays by using multiple/different email addresses, Accounts, identities, registrations and logins, or any other methods will void that Entrant's plays and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected registrations, which will be disqualified. In the event of a dispute as to the identity of any entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Promotion and used to enroll in the Starbucks® Rewards loyalty program. If any additional information provided by entrant is inconsistent with the information provided at registration for this Promotion or enrollment into Starbucks® Rewards 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.

How to Play the Pop the Bubble Instant Win Game: Each Game Play earned/received will be deposited into your Account. At any time during the Promotion Period you may sign into your Account and follow the links and instructions to redeem Game Plays to play the Pop the Bubble Instant Win Game. You will receive either an Instant Win Game Prize or Offer (see Section 7), one (1) Sweepstakes entry, or a "Booster" that can be used when playing the Puzzle (awarded at random). If you are a potential winner of a Prize or Offer, you will be provided directions for validation. All potential winners are subject to verification before any Prize or Offer will be awarded. Administrator is responsible for the functionality of the Instant Win Game. NOTE: Starbucks Partners are not eligible to receive Sweepstakes entries.

- 5. Sweepstakes/Instant Win Game Functionality: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners for each are final and binding in all matters related to the Promotion. For the Sweepstakes: Administrator will randomly select the potential Sweepstakes winners from all eligible entries awarded during the Promotion Period on or around June 18, 2024. For the Instant Win Game: There will be 7,549,900 computer-generated and randomly seeded winning times throughout the Promotion Period for all of the Instant Win Game Prizes and Offers. For the Ninth Prize, there will be 3,000 random, computer-generated winning times from May 20, 2024 at 4:00 a.m. PT and May 26, 2024 at 11:59 p.m. PT; for the Fourteenth Prize, there will be 4,000 random, computer-generated winning times from May 20, 2024 at 4:00 a.m. PT and May 26, 2024 at 11:59 p.m. PT; for the Seventeenth Prize, there will be 325,000 random, computer-generated winning times from May 20, 2024 at 4:00 a.m. PT and May 26, 2024 at 11:59 p.m. PT; for the Seventeenth Prize, there will be 6.295.500 random, computer-generated winning times from May 27, 2024 at 12:00 a.m. PT and June 17, 2024 at 11:59 p.m. PT; for the Eighteenth Offer, there will be 15,000 random, computer-generated winning times from May 20, 2024 at 4:00 a.m. PT and May 26, 2024 at 11:59 p.m. PT; and for the Nineteenth Offer, there will be 255,000 random, computergenerated winning times from May 20, 2024 at 4:00 a.m. PT and May 26, 2024 at 11:59 p.m. PT. If you are the first player to play the game at or after one of the randomly seeded times, you will be a potential instant winner of the Prize or Offer indicated.
- **6. Verification of Sweepstakes and Instant Win Game Winners:** All potential winners are subject to verification by Sponsor or Administrator. An Entrant is not a winner of any Prize or Offer, even if the Instant Win Game or Sweepstakes should so indicate, unless and until Entrant's eligibility and the potential winning play/entry has been verified and Entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

Receiving a prize is contingent upon compliance with these Official Rules. Potential winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within three (3) days of the date notice or attempted notice is sent, in order to claim the prize. Each potential winner (parent/legal guardian if winner is a minor in their 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 2024 is equal to \$600 or more) will be sent an email to the email address associated with 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, or fails to sign and return the Declaration, tax forms or provide any other requested information within the required time period, potential winner forfeits the prize. In the event that a potential winner of a prize valued over \$25.00 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all eligible entries. There will be three (3) alternate drawings after which the applicable prize will remain unawarded. Unclaimed prizes valued at or less than \$25.00 will not be awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion (unless otherwise noted): fulfillment could take longer than outlined timeframe due to delays outside of Sponsor's control.

7. Prizes and Offers:

Sweepstakes Prizes: <u>EIGHT (8) GRAND PRIZES</u>: Each winner will receive a trip for two (2) to Costa Rica. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home address (determined by Sponsor in its sole discretion) to Costa Rica; four (4) nights' (single room, double occupancy) hotel accommodations (Room and Tax only),

ground transportation to/from airport in Costa Rica, breakfast for two (2) each day at hotel, two (2) excursions as provided by the Sponsor in its sole discretion. There exists an inherent risk of exposure to COVID-19 in any public place where people are present. COVID-19 is a contagious disease that can lead to severe illness and death. By traveling and attending event, winner and winner's quests voluntarily assume all risks related to exposure to COVID-19. Winner must complete the trip within one (1) year of the Prize issuance date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability, restrictions, and blackout dates (including but not limited to 7/1/24-7/15/24; 12/15/24-3/1/25; 4/12/25-4/26/25, 7/1/25-7/15/25). Travel must be round trip. Sponsor will determine airline and flight itinerary in its absolute sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to. ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Travel companion must be eighteen (18) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companion are solely responsible for obtaining valid passports and any other documents necessary for international travel along with a major credit card to check-in to a hotel. Travel restrictions, conditions and limitations may apply. Winner and travel companion are responsible for complying with any COVID-19 requirements set forth by airline, hotels, excursion and event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of the prize of elements of the prize. Forfeiture of any aspect of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any prize element that is delayed, postponed, or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV") of this prize not to exceed \$5,300 USD. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. The Sponsor and Administrator shall not be liable for any loss or damage to baggage and or personal property.

TWO HUNDRED (200) FIRST PRIZES: \$100.00 Starbucks gift card. ARV: \$100.00.

Odds of winning a Sweepstakes prize depend on the number of eligible entries received during the Promotion Period. Starbucks Card and Starbucks Account terms and conditions apply. <u>Limit</u>: one (1) Grand Prize and one (1) First Prize per person.

Instant Win Game Prizes and Offers: FOUR HUNDRED (400) SECOND PRIZES: one (1) Reserve water bottle welly. ARV: \$34.95. ONE THOUSAND (1,000) THIRD PRIZES: one (1) Reserve tumbler. ARV: \$29.95. ONE THOUSAND (1,000) FOURTH PRIZES: one (1) beach tote. ARV: \$25.99. ONE THOUSAND (1,000) FIFTH PRIZES: \$25 Starbucks gift card. ARV: \$25.00. ONE THOUSAND FIVE HUNDRED (1,500) SIXTH PRIZES: one (1) Reserve tumbler. ARV: \$24.95. FIVE THOUSAND (5,000) SEVENTH PRIZES: one (1) pair of goodr sunglasses. ARV: \$25. Terms: must be redeemed by July 29, 2024. TWO THOUSAND FIVE HUNDRED (2,500) EIGHTH PRIZES: 400 Stars will be added to each winner's Account. ARV: \$12.00. THREE THOUSAND (3,000) NINTH PRIZES: one (1) badge. ARV: \$10.99. TEN THOUSAND (10,000) TENTH PRIZES: \$10 Starbucks gift card. ARV: \$10.00. FIVE THOUSAND (5,000) ELEVENTH PRIZES: 300 Stars will be added to each winner's Account. ARV: \$9.00. TWENTY-FIVE THOUSAND (25,000) TWELFTH PRIZES: 200 Stars will be added to each winner's Account. ARV:

\$6.00. TWENTY-FIVE THOUSAND (25,000) THIRTEENTH PRIZES: \$5 Starbucks gift card. ARV: \$5.00. FOUR THOUSAND (4.000) FOURTEENTH PRIZES: one (1) sticker pack, ARV: \$4.99. FIFTY THOUSAND (50,000) FIFTEENTH PRIZES: 100 Stars will be added to each winner's Account. ARV: \$3.00. FIVE HUNDRED TWENTY-FIVE THOUSAND (525,000) SIXTEENTH PRIZES: 25 Stars will be added to each winner's Account. SIX MILLION SIX HUNDRED TWENTY THOUSAND FIVE HUNDRED (6,620,500) SEVENTEENTH PRIZES: 5 Stars will be added to each winner's Account. FIFTEEN THOUSAND (15,000) EIGHTEENTH OFFERS: A BOGO coupon. Make an in-store purchase of any standard menu-sized handcrafted drink and get another drink of equal or lesser value for free, up to a max value of \$10. Coupon valid until 7/17/2024 at 11:59PM local time. Redeemable at participating stores. Not valid on canned or bottled drinks or alcohol. No cash redemption value. Void where prohibited. Excludes delivery orders. Customizations cost extra. Valid for one time use. Availability varies by store. Offer is exclusive to winners and cannot be reproduced, transferred or used by anyone else. See starbucks.com/terms for program details. TWO HUNDRED FIFTY-FIVE THOUSAND (255,000) NINETEENTH OFFERS: A 50% off coupon redeemable for any standard menu-sized handcrafted beverage. Coupon valid until 7/17/2024 at 11:59PM local time. Redeemable at participating stores. Not valid on canned or bottled drinks or alcohol. No cash redemption value. Void where prohibited. Excludes delivery orders. Customizations cost extra. Valid for one time use. Availability varies by store. Offer is exclusive to winners and cannot be reproduced, transferred or used by anyone else. See starbucks.com/terms for program details. See starbucks.com/terms for program details.

Odds of winning depend on the date/time of entry, the number of prizes remaining available at the time of entry and number of eligible Instant Win Game plays received.

<u>Limit</u>: Each Entrant can win one (1) of each of the following Prizes each day of the Promotion Period: Fifth Prize, Eighth Prize, Tenth Prize, Eleventh Prize, Twelfth Prize, Thirteenth Prize, Fifteenth Prize, Sixteenth Prize.

Each Entrant can win one (1) of each of the following Prizes/Offers during the Promotion Period: Second Prize, Third Prize, Fourth Prize, Sixth Prize, Seventh Prize, Ninth Prize, Fourteenth Prize, Eighteenth Offer, Nineteenth Offer.

Each Entrant can win one (1) Seventeenth Prize from May 20, 2024 at 4:00 a.m. PT to May 26, 2024 at 11:59 p.m. PT; and one (1) Seventeenth Prize per day from May 27, 2024 at 12:00 a.m. PT to June 17, 2024 at 11:59 p.m. PT.

For All Prizes: Starbucks gift card, Starbucks Card, and Starbucks Account terms and conditions apply. Stars accumulated under the Starbucks Rewards loyalty program are promotional and have no cash value; Stars awarded in this Promotion have value in the Starbucks Rewards loyalty program when awarded. Where applicable, prize style, size, product color, and all other details will be determined by Sponsor in its sole discretion. No cash equivalent unless required by law and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize or prize component for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: \$972,675.00.

<u>Winners who are Starbucks Employees</u>: The prize value will be reported by Starbucks Corporation to winners who are residents in the U.S. on an annual IRS Form W-2. Winners are responsible for any taxes and fees associated with prize receipt and/or use.

8. How to Play the Puzzle: During the Promotion Period, visit the Promotion Site and follow the links and instructions to play the Puzzle. Playing the Puzzle is for *entertainment purposes only* and will not earn you Game Plays or Sweepstakes entries. Instructions on how to play the Puzzle can be found on the Promotion Site.

9. Weekly Offer: Make one (1) Qualifying Purchase during any Week of the Promotion Period and you will unlock the applicable Weekly Offer. To claim the Weekly Offer, you must visit the Puzzle and follow the instructions to click on "start" to play the "Expert Mode Level." Once you click on "start," (you do not need to play the Puzzle) you will receive the applicable Weekly Offer, as outlined below.

Week	Weekly Offer
1	Complete an additional Qualifying Purchase and log in to the Promotion Site by 6/17/24 to receive 10 Stars.
	Stars may be redeemed at participating stores. Not all stores honor tiered Rewards. Select stores redeem 200 Stars for food and drink items only. See starbucks.com/terms for program details.
2	A coupon redeemable for 50 percent off one (1) Starbucks Refresher®.
	Coupon valid until 11:59 p.m. 7/17/2024. Redeemable at participating stores. Offer good on standard menu sizes. Not valid on canned or bottled drinks or alcohol. No cash redemption value. Void where prohibited. Cannot be combined with other offers or discounts. Limit one per customer. Customer is responsible for the price of any customizations.
3	Complete an additional Qualifying Purchase and log in to the Promotion Site by 6/17/24 to receive 20 Stars.
	Stars may be redeemed at participating stores. Not all stores honor tiered Rewards. Select stores redeem 200 Stars for food and drink items only. See starbucks.com/terms for program details.
4	5 Stars.
	Stars may be redeemed at participating stores. Not all stores honor tiered Rewards. Select stores redeem 200 Stars for food and drink items only. See starbucks.com/terms for program details.

Limit: Each Entrant may receive one (1) Weekly Offer each Week of the Promotion Period.

- **10. 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 each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance, use, inability to use, misuse or redemption of any prize (including any injury or harm related thereto).
- **11. 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 state for promotional purposes in any media, worldwide, without further payment or consideration. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and edit such information or materials at its sole discretion, without further

obligation or compensation.

- 12. 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, 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 Promotion, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event. Sponsor reserves the right to modify the prizes offered herein and to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion, including but not limited to submitting fraudulent game plays, 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. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between, any other statements contained in any Sweepstakes-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.
- 13. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information either caused printing errors or by any of the equipment or programming associated with or utilized in the Promotion or provided by entrants; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines, or network hardware or software; (3) unauthorized human intervention in any part of the Promotion, including but not limited to the entry process; (4) technical or human error which may occur in the administration of the Promotion, including but not limited to the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt, use, inability to use, or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible.
- 14. Disputes: Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Washington or the appropriate Washington state court located in King County, Washington; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington.

- **15. Entrant's Personal Information:** Information collected from Entrants is subject to the Sponsor's Privacy Policy http://www.starbucks.com/about-us/company-information/online-policies/privacy-policy.
- **16. 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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