

# Starbucks Customer Experience Sweepstakes

## Official Rules

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

**1. Eligibility:** Starbucks Customer Experience Sweepstakes (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 at the time of entry ("Entrant(s)"). Employees of Merkle Inc., and their 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 1, 2020 at 12:00 a.m. Pacific Time ("PT"), ends on September 30, 2021 at 11:59 p.m. PT (the "Promotion Period") and consists of twelve (12) monthly entry periods (each a "Monthly Entry Period").

<b>Entry Period</b>	<b>Start Date at 12:00 a.m. PT</b>	<b>End Date at 11:59 p.m. PT</b>	<b>Approximate Drawing Date</b>
October	October 1, 2020	October 31, 2020	November 6, 2020
November	November 1, 2020	November 30, 2020	December 4, 2020
December	December 1, 2020	December 31, 2020	January 8, 2021
January	January 1, 2021	January 31, 2021	February 5, 2021
February	February 1, 2021	February 28, 2021	March 5, 2021
March	March 1, 2021	March 31, 2021	April 9, 2021
April	April 1, 2021	April 30, 2021	May 7, 2021
May	May 1, 2021	May 31, 2021	June 4, 2021
June	June 1, 2021	June 30, 2021	July 9, 2021
July	July 1, 2021	July 31, 2021	August 6, 2021
August	August 1, 2021	August 31, 2021	September 10, 2021
September	September 1, 2021	September 30, 2021	October 8, 2021

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

**4. How to Enter:** During the Promotion Period, there are two (2) ways to enter the Sweepstakes, as outlined below:

- a. Complete a Survey:** If you receive a survey via email inviting you to participate in the Sweepstakes, click on the link and follow the instructions to complete the provided survey. Then, follow the instructions to opt into the Sweepstakes. Once you complete the survey and opt in, you will receive one (1) Sweepstakes entry into the applicable Monthly Entry Period drawing. Emails containing an invitation to enter the Sweepstakes may not be forwarded for use by any party other than the Sponsor's intended recipient.

- b. Online Alternate Method of Entry:** Visit <https://starbucks.promo.eprize.com/survey> and follow the links and instructions to complete and submit the registration form including a valid email address. You automatically will receive one (1) Sweepstakes entry into the applicable Monthly Entry Period drawing.

Limit: You may enter one (1) time per Monthly Entry Period during the Promotion Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, 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. In the event of a dispute as to any registration, the authorized account holder of the 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. Each potential winner may be required to show proof of being the authorized account holder.

**5. Grand 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 the applicable Monthly Entry Period, on or around the dates listed in Section 3 above. Non-winning Monthly Entry Period entries will not carry over into any subsequent Monthly Entry Period. The potential winners will be notified by email or mail. If the cumulative value of prizes won through the Sweepstakes in 2020 or 2021 (where applicable) equals \$600 or more, potential winner (or parent/legal guardian if winner is a minor in his/her state of residence) may be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration"), which must be received by Administrator within five (5) days of the date notice or attempted notice is sent. 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 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 8-10 weeks after the conclusion of the Sweepstakes.

**6. Prizes:** ONE THOUSAND TWO HUNDRED (1,200) GRAND PRIZES (One hundred (100) awarded per Monthly Entry Period): A \$100 Starbucks gift card. Terms and conditions apply. Approximate Retail Value ("ARV"): \$100.

For All Prizes: 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 Monthly Entry Period. Limit: One (1) prize per person per Monthly Entry Period. Total ARV of all prizes: \$120,000.

Winners that are Starbucks Employees: The prize value will be reported by Starbucks Corporation to winners that 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.

**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, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, 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 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 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 <http://www.starbucks.com/about-us/company-information/online-policies/privacy-policy>.

**13. Winner List:** For a winner list, visit <http://bit.ly/336gLiX>. The winner list will be posted after winner confirmation is complete.

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