Starbucks® Rewards Prize and Delight 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® Rewards Prize and Delight (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)"). Employees of Starbucks Corporation, 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. The Promotion includes an instant win game ("Instant Win Game") and a sweepstakes ("Sweepstakes").
- **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 March 7, 2022 at 4:00 a.m. Pacific Time ("PT") and ends on March 28, 2022 at 11:59 p.m. PT (the "Promotion Period"). For purposes of this Promotion, 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 Administrator's computer is the official time-keeping device for this Promotion.
- **4. How to Enter:** During the Promotion Period, visit <u>starbucksprizeanddelight.com</u> ("Promotion Site") and sign into your Starbucks Rewards account ("Account") to receive one (1) game play. Follow the links and instructions to play the game and you will receive either an Instant Win Game prize or one (1) Sweepstakes entry. <u>Limit</u>: Each Entrant may receive one (1) game play per day during the Promotion Period for either registering or logging in. In addition, by completing the Game Play Challenges or participating in the Alternate Method of Entry to earn game plays, you can receive up to four (4) additional game plays per day for logging into the Promotion Site. See Section 4.b for more information.

Additional Sweepstakes Entries and Game Plays: There are multiple ways to earn Sweepstakes entries and game plays, as outlined below.

a. <u>Sweepstakes Entries – Complete Challenges</u>:

<u>Take a poll</u>: During the Promotion Period, visit the Promotion Site and follow the links and instructions to answer the provided polling questions to receive five (5) additional Sweepstakes entries. <u>Limit</u>: Each Entrant may complete this challenge one (1) time during the Promotion Period.

<u>Play three days in a row</u>: During the Promotion Period, visit the Promotion Site and log into the Promotion Site and play the game three (3) consecutive days in a row to receive ten (10) additional Sweepstakes entries. <u>Limit</u>: Each Entrant may complete this challenge one (1) time during the Promotion Period.

Redeem 50 Stars: During the Promotion Period, visit a participating Starbucks

store and redeem at least fifty (50) Stars* to receive twenty-five (25) additional Sweepstakes entries. Stars cannot be redeemed for alcoholic beverages or multiserve items. Not all stores honor tiered Rewards. Select stores redeem 150 Stars for food or drink items only. See Starbucks.com/rewards for details.

*Alternate Method of Entry: To earn additional Sweepstakes entries without redeeming Stars, visit the Promotion Site and navigate to the alternate method of entry form. Follow the links and instructions to select the "Redeem 50 Stars" challenge from the provided list and complete and submit the form. An email with a unique link will be sent to the email address provided on the form. Click on the unique link to enter the Promotion Site and sign into your Account. You will receive twenty-five (25) additional Sweepstakes entries.

<u>Limit</u>: Each Entrant may complete this challenge one (1) time during the Promotion Period by either redeeming Stars or through the alternate method of entry, as outlined above.

b. Game Plays:

i. Complete Challenges:

<u>Load your Starbucks Card</u>: During the Promotion Period, add money to your Starbucks Account (adding money to a current card or an auto-reload) to receive one (1) additional game play. In addition, by completing this challenge, you will earn one (1) additional game play every day, during the Promotion Period, you log into the Promotion Site. <u>Limit</u>: Each Entrant may complete this challenge one (1) time during the Promotion Period.

Order ahead: During the Promotion Period, make one (1) Mobile Order & Pay purchase transaction at a participating Starbucks store (excluding alcoholic beverages, Starbucks Card and Starbucks Card reloads) to receive one (1) additional game play. In addition, by completing this challenge, you will earn one (1) additional game play every day, during the Promotion Period, you log into the Promotion Site. Limit: Each Entrant may complete this challenge one (1) time during the Promotion Period.

<u>Earn 25 Stars</u>: During the Promotion Period, earn twenty-five (25) or more Stars into your Starbucks Rewards Account in a single transaction or one action (including our Promotion or any personalized offers) to receive one (1) additional game play. In addition, by completing this challenge, you will earn one (1) additional game play every day, during the Promotion Period, you log into the Promotion Site. <u>Limit</u>: Each Entrant may complete this challenge one (1) time during the Promotion Period.

<u>Buy two drinks in one order</u>: During the Promotion Period, buy two (2) handcrafted beverages at a participating Starbucks store (excluding alcoholic beverages and ready to drink and bottled beverages) in one order to receive one (1) additional game play. In addition, by completing this challenge, you will earn one (1) additional game play every day, during the Promotion Period, you log into the Promotion Site. <u>Limit</u>: Each Entrant may complete this challenge one (1) time during the Promotion Period.

Once each challenge is completed, sign into your Account and follow the links and instructions to "claim" the bonus play and play the game and you will receive either an Instant Win Game prize or one (1) Sweepstakes entry. If you are a potential winner of a prize, you will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the game.

ii. Alternate Method of Entry: To earn bonus game plays without making a purchase, visit the Promotion Site and navigate to the alternate method of entry form. Follow the links and instructions to select a challenge from the provided list that you would like to earn additional game plays and complete and submit the form to receive the designated bonus game plays for the selected challenge. An email with a unique link will be sent to the email address provided on the form. Click on the unique link to enter the Promotion Site and sign into your Account. Follow the links and instructions to "claim" the bonus play and play the game and you will receive either an Instant Win game prize or one (1) Sweepstakes entry. In addition, by completing each Game Play challenge via the Alternate Method of Entry, you will earn one (1) additional game play every day, during the Promotion Period, you log into the Promotion Site, up to four (4) additional game plays per day. If you are a potential winner of a prize, you will be provided directions for validation. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the game.

<u>Limit</u>: Each Entrant may receive up to four (4) additional game plays during the Promotion Period regardless of method of entry or combination of method of entry for completing the Game Play Challenges. In addition, by completing a Game Play Challenge or participating in the Alternate Method of Entry as outlined above, each Entrant can receive up to four (4) additional game plays per day for logging into the Promotion Site.

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 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. Unused game plays will expire daily at 11:59 p.m. PT. In the event of a dispute as to any registration or play, 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. 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 each potential Sweepstakes winner from all eligible entries received during the Promotion Period on or around March 29, 2022. For the Instant Win Game: There will be 2,006,900 random, computer-generated winning times, one for each prize listed below, during the Promotion Period. If you are the first player to play the game at or after one of the randomly generated times, you will be a potential instant winner of the prize 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, 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. 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 2022 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 any other requested information within the required time period, potential winner forfeits the prize. In the event that a potential winner of a Sweepstakes Grand Prize 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 Instant Win Game prizes will not be awarded. Instant Win Game Prizes will be fulfilled within thirty (30) days after the conclusion of the Promotion (unless otherwise noted below).

7. Prizes:

Sweepstakes Prizes: TWELVE (12) GRAND PRIZES: "Free Handcrafted Drinks for One Year." Winner will receive a daily credit to their Account for three hundred sixty-five (365) days for one (1) free standard menu handcrafted beverage item (excluding alcoholic and bottled beverages) redeemable at participating Starbucks stores in the U.S. Beverage credits expire daily and are non-transferable. The one-year period begins May 16, 2022 and ends May 16, 2023. Winner must present a Starbucks Card or scan their Starbucks app prior to checkout to redeem the free handcrafted beverage item. Credits will expire at 11:59 p.m. PT of each day and will not accumulate in the winner's account. Approximate Retail Value ("ARV"): \$1,905.30.

<u>For Sweepstakes Prizes</u>: Grand Prize Winners will be responsible for income tax based on the retail price of the items that are redeemed. Grand Prize Winners will receive an annual IRS Form 1099 for each tax year where the total value of the prize redeemed is equal to \$600 or more. 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.

Limit: one (1) Grand Prize per person.

Instant Win Game Prizes: FIVE THOUSAND NINE HUNDRED (5,900) FIRST PRIZES: A \$25 Starbucks Gift Card. ARV: \$25.00. THIRTY-EIGHT THOUSAND FIVE HUNDRED (38,500) SECOND PRIZES: A \$10 Starbucks Gift Card. ARV: \$10.00. TWO THOUSAND (2,000) THIRD PRIZES: Three hundred (300) Bonus Stars which will be automatically added to their Starbucks Rewards Account used to register for the Promotion. ARV: \$9.96. NINETY-ONE THOUSAND (91,000) FOURTH PRIZES: A \$5 Starbucks Gift Card. ARV: \$5.00. FIFTY THOUSAND (50,000) FIFTH PRIZES: One hundred fifty (150) Bonus Stars which will be automatically added to their Starbucks Rewards Account used to register for the Promotion. ARV: \$4.98. FIFTY THOUSAND (50,000) SIXTH PRIZES: Fifty (50) Bonus Stars which will be automatically added to their Starbucks Rewards Account used to register for the Promotion. ARV: \$1.66. FOUR HUNDRED AND NINE THOUSAND FIVE HUNDRED (409,500) SEVENTH PRIZES: Twenty-five (25) Bonus Stars which will be automatically added to their Starbucks Rewards Account used to register for

the Promotion. ARV: \$0.83. ONE MILLION THREE HUNDRED AND SIXTY THOUSAND (1,360,000) EIGHTH PRIZES: Ten (10) Bonus Stars which will be automatically added to their Starbucks Rewards Account used to register for the Promotion. ARV: \$0.33.

Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays. <u>Limit</u>: one (1) First Prize, one (1) Second Prize, one (1) Third Prize, one (1) Fourth Prize, one (1) Fifth Prize, one (1) Sixth Prize, one (1) Seventh Prize, and one (1) Eighth Prize, per person per day during the Promotion Period.

<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 Promotion have value in the Starbucks Rewards loyalty program when awarded. Bonus Stars expire in accordance with Starbucks® Rewards terms and conditions. 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: \$2,150,968.60.

- **8. Release:** By receipt of any prize, winner agrees to release and hold harmless Sponsor, Administrator, and each of their respective direct or indirect parents, subsidiaries, affiliates, related entities, suppliers, distributors, advertising/promotion agencies and each such company's officers, directors, members, employees, contractors, and agents (collectively, the "Released Parties") from and against any and all losses, liability, illness, injury, 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 Promotion or receipt, possession, use or misuse of any prize.
- **9. Publicity:** Except where prohibited, participation in the Promotion constitutes entrant'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 worldwide, in perpetuity, in any and all media, manner, and formats now known or hereafter devised, without further payment or consideration.
- 10. 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 Sweepstakes or Instant Win Game, 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 or Instant Win Game, 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 Sweepstakes or Instant Win Game 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 or the Instant Win Game 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.
- 11. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by any Entrant, 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; 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 or use or misuse of any prize. If for any reason an Entrant's 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. 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 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, unawarded, eligible prize claims.

- 12. 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.
- **13. Entrant's Personal Information:** Information collected from Entrants is subject to the Sponsor's Privacy Policy <u>starbucks.com/terms/privacy-policy/</u>
- **14. Winner List:** For a winner list, visit please <u>click here</u>. The winner list will be posted after winner confirmation is complete.
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