

# STARBUCKS REWARDS™ TERMS OF USE

Effective Date: March 20, 2018

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE STARBUCKS REWARDS PROGRAM, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT PARTICIPATE IN THE STARBUCKS REWARDS PROGRAM.

These Terms of Use apply to your access to, and participation in, the Starbucks Rewards program ("Starbucks Rewards") which is operated by AmRest Coffee SRL ("we", "us" or "Starbucks") having its headquarters located in Romania, Bucharest, 46, Grigore Cobalcescu Street, 2<sup>nd</sup> floor, room no.1, 1<sup>st</sup> District (collectively, "Starbucks") as a franchisor of Starbucks Corporation. These Terms of Use do not alter in any way the terms or conditions of any other agreement you may have with Starbucks for other products and services, such as Starbucks Cards. Starbucks reserves the right to change, modify and/or eliminate Starbucks Rewards and/or all or any portion of these Terms of Use or any policy, FAQ, or guideline pertaining to Starbucks Rewards at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to <http://www.starbucksromania.ro>, and you waive any right you may have to receive specific notice of such changes or modifications. Your participation in Starbucks Rewards confirms your acceptance of these Terms of Use and any such changes or modifications; therefore, you should review these Terms of Use and applicable policies and FAQs frequently to understand the terms and conditions that apply to Starbucks Rewards. If you do not agree to the Terms of Use, you must stop participating in Starbucks Rewards.

The Starbucks Rewards program is intended for personal use only. Commercial use is prohibited. This program is not targeted towards, nor intended for use by, anyone under the age of 18. If you are under 18, you may only use Starbucks Rewards under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.

Please read the Privacy Statement at <http://www.starbucksromania.ro> carefully to understand how Starbucks collects, uses and discloses information about customers and how to update or change your personal information and how we communicate with you.

Starbucks Rewards is one way in which Starbucks endeavors to reward and thank loyal customers for patronizing our business and purchasing Starbucks® products. Members of Starbucks Rewards are able to earn and accumulate "Stars" that can be redeemed for Starbucks Rewards benefits, also known as "Rewards," at participating Starbucks® stores in Romania.

## JOINING STARBUCKS REWARDS

There is one way to enroll in Starbucks Rewards and begin accumulating Stars. If you have a physical Starbucks Card, visit <http://www.starbucksromania.ro>. Follow the prompts to create an account and register your physical Starbucks Card. The minimum balance required to activate a physical Starbucks Card is twenty RON (20 RON).

The registration process may require that you provide the following information: password, email address (required in order to receive all eligible Rewards), physical address, telephone number, Starbucks Card number, and card security code (CSC), birthday, name, and marketing preferences.

If you change your account address to one that is not located within Romania your Starbucks Cards will continue to function, but only in Romania.

## EARNING STARS

The benefits that are available to you through Starbucks Rewards are based on the number of "Stars" that you earn. You can earn Stars by making purchases using the Starbucks Card registered to your account to pay at participating Starbucks stores in Romania.

You will earn Stars based on the value of your purchase at the rate of one (1) Star for each 2 (two) RON you spend using your registered Starbucks Card. Some exclusions apply. For example, you cannot earn Stars on Starbucks Card for Starbucks Card activations, reloads and transfers. Stars may be earned and awarded in fractional amounts depending on the value of your purchase.

Generally, Stars for qualifying purchases from participating stores are automatically added to your account within twenty-four (24) hours. From time to time, we, or others acting with our permission, may offer you special promotions that offer you "Promotional Stars". Promotional Stars, such as "bonus" Stars, will be awarded as described in the applicable promotional offer and will be subject to any additional terms set forth in the promotional offer.

If you void a purchase made with your registered Starbucks Card, Starbucks will not account the Stars that you could have been awarded for that purchase. If you return merchandise or packaged coffee, food and tea that you purchased with your registered Starbucks Card (note: an original receipt or gift receipt is required), your funds will be returned to you on a Starbucks store credit card, but Starbucks will not deduct Stars from your account. Starbucks store credit cards may be used in any participating Starbucks store, but they are not Starbucks Cards. For example, store credit cards do not accrue Stars and cannot be registered or reloaded for additional value.

If you use multiple forms of payment in one transaction, such as cash, credit card, or an unregistered Starbucks Card, you will be awarded with the number of Stars based on the purchase amount applied to any one payment method.

#### STARBUCKS REWARDS LEVELS

Currently, there are two (2) levels of benefits within Starbucks Rewards that are determined by the number of Stars that you accumulate in your account each year. By opening an account and registering a Starbucks Card, you will be automatically enrolled in Starbucks Rewards at the Green Level. If you earn at least two hundred (200) Stars within the twelve (12) month period following your enrollment date, you will qualify for the Gold Level, the Green Level remains if you collect less than 200 stars. The term of one year is counted from the time of completing Registration – i.e. clicking on the account activation link in e-mail sent during Registration.

Once you reach a specific level within Starbucks Rewards, you will receive the benefits that are applicable to that level at that time. However, you must continue to earn and accumulate Stars in order to maintain your benefit level.

Stars which are awarded to a Member, but which have not been used expire 24 (twenty-four) months from the most recent transaction made using a Starbucks Card, while a transaction is a purchase made using a Starbucks Card and also topping up a Card. "Stars" also expire if a Starbucks Card expires and if membership of the Program comes to an end.

A Member who has Gold Level will lose that status and return to Green Level if they do not collect a minimum of 200 (two hundred) stars within a period of one year (understood to mean the last 365 days) of the day on which Gold Level is obtained. To maintain the Gold Level, you must earn at least two hundred (200) new Stars during each consecutive 12-month period following the date you reached the Gold Level. If you do not earn 200 new Stars in 12 months, you will be placed at the Green Level of Starbucks Rewards. In order to reach the Gold Status again, you will have to earn 200 new Stars in the period of 12 months.

You can view and track your Star balance and available Rewards on <http://www.starbucksromania.ro>. Starbucks reserves the right to change the number of benefit levels and to change the benefits and Rewards associated with each level in its sole discretion at any time.

#### GREEN LEVEL REWARDS

By registering your Starbucks Card, you are automatically entered the "Green Level" of Starbucks Rewards. Rewards may include:

- 50 bonus Stars awarded once you join the Program;
- a right to receive, upon accumulation of 100 (One Hundred) Stars, a free "tall" or "grande" sized beverage of your choice from any beverages available from the Starbucks Coffeehouse standard product range, apart from freshly squeezed juices and bottled beverages with one add on extra of your choice (whipped cream, any syrup which is available, or an espresso shot);
  - You must present a QR Code or coupon number in order to receive your complimentary item.
  - If you have provided Starbucks with a current, valid email address, you will receive a reminder email from Starbucks with your QR Code and coupon number approximately twenty-four (24) hours after earning your 100th Star indicating that your Reward is available to you.  
Remember to redeem your Reward at a participating store within 30 days before it expires.
- Early or extended access to certain promotions and offers. Starbucks may offer to you as a Starbucks Rewards member early or extended access to special menu items or discounts. You may take part in these offers by paying with your registered Starbucks Card at participating stores.

- Personalized offers and coupons. Special offers may be distributed by email. You must opt-in to receive promotional and marketing offers from Starbucks and may be required to provide a valid email, telephone and physical address in order to receive your special offers. Special offers may be customized based on purchase behaviors and preferences. Special offers may include periodic discounts on food, beverages and merchandise, or the opportunity to earn "bonus" Stars. Special offers may have certain restrictions including expiration dates and short, time-limited redemption periods. Special offers are personal to you and cannot be shared, copied or transferred. You may be required to present or pay with your registered Starbucks Card in order to redeem special offers. Read each offer carefully for specific details, expiration dates, limitations and restrictions, and to learn when bonus Stars will be awarded to your account.

#### GOLD LEVEL REWARDS

- After you earn two hundred (200) Stars in a 12-month period, you reach the "Gold Level". Gold Level Rewards may include: Green Level Rewards
- Birthday Reward once a year – on your birthday – a right to receive one of the following gifts (of your choice):
  - one free "tall" or "grande" beverage of your choice from among the hot or cold beverages from the Starbucks Coffeehouse standard product range, apart from freshly squeezed juices and bottled beverages, with one extra of your choice (whipped cream, any syrup, or an espresso shot)
 or
  - any available cake from the Starbucks Coffeehouse dessert range.

Your complimentary Birthday Reward will be automatically added to your account on your birthday, if you have provided Starbucks with a current, valid email address, you will receive a reminder e-mail from Starbucks with your QR Code and coupon number on your birthday day indicating that your Reward is available to you. You must present a QR Code or coupon number in order to receive your complimentary item. Remember to redeem your Reward at a participating store within 30 days before it expires. You can view and track your Star balance on <http://www.starbucksromania.ro>.

- One free topping per transaction - a right to one added extra in a beverage per transaction made using value loaded onto a registered Starbucks Card (of the Member's choice: whipped cream, any syrup which is available, or an espresso shot);
- 25 bonus Anniversary Stars if the attained Gold Status is maintained within a particular year of membership of the Program – 25 (twenty-five) "anniversary" stars awarded automatically as of the beginning of the following year of membership of the Program (i.e. the following period of 365 days).

These Starbucks Rewards Terms of Use complement and incorporate by reference the Starbucks Card Terms and Conditions. In the event of any conflict between the Starbucks Card Terms and Conditions and these Starbucks Rewards Terms of Use, the Starbucks Card Terms and Conditions control.

There are no membership fees associated with Starbucks Rewards. Stars accumulated under the program are promotional and have no cash value.

Your Stars, Rewards, registered Starbucks Cards, and your account under Starbucks Rewards are personal to you and may not be sold, transferred or assigned to, or shared with, family, friends or others, or used by you for any commercial purpose. You may have only one (1) Starbucks Rewards account that is personal to you.

Without notice to you, Starbucks reserves the right to suspend any Starbucks Card and/or terminate your account and/or your participation in Starbucks Rewards if Starbucks determines in its sole discretion that you have violated these Terms of Use, you have more than one (1) account, or that the use of your account is unauthorized, deceptive, fraudulent or otherwise unlawful. Starbucks may, in its sole discretion, suspend, cancel or combine accounts that appear to be duplicative. In the event that your participation in Starbucks Rewards is terminated, then all accumulated Stars in your account are void.

Without notice to you, Starbucks also reserves the right to "unregister" and make ineligible for the Starbucks Rewards program any Starbucks Card or account that has been inactive for two (2) consecutive years. Inactive is defined as no Stars

earned. In the event that your Starbucks Card or account is unregistered or rendered inactive, then all accumulated Stars in your account are void.

Starbucks reserves the right to terminate, discontinue or cancel the Starbucks Rewards program at any time and in its sole discretion without notice to you.

Other Links

[Starbucks Card FAQs.](#)

[Starbucks Card Terms and Conditions.](#)