# Starbucks Card Terms & Conditions

Effective March 20, 2018

This Starbucks Card Agreement ("Agreement") is between you and AmRest Coffee SRL ("we" or "us") having its headquarters located in Romania, Bucharest, 46, Grigore Cobălcescu Street, 2<sup>nd</sup> floor, room no.1, 1<sup>st</sup> District, +40 31 433 5336, the franchisor of Starbucks Corporation, and describes the terms and conditions that apply to your Starbucks Card. By buying, loading or using your Starbucks Card, you agree to these terms.

This Agreement includes an Arbitration provision that governs any disputes between you and us. Unless you opt out, as described below, this provision will:

- Eliminate your right to a trial by jury; and
- Substantially affect your rights, including preventing you from bringing, joining or participating in class or consolidated proceedings.

You agree that we may provide notices, disclosures and amendments to this Agreement, and other information relating to your Starbucks Card by electronic means, including posting such materials online at http://www.starbucksromania.ro.

### **About Your Account**

We issue the Starbucks Card to you. It allows you to load 20-1000 RON value onto your Starbucks Card for use at participating Starbucks stores. The RON value that you load onto your Starbucks Card is a prepayment for the goods and services of participating stores. We ofer the Starbucks Card to make it easier for you to shop with us and to make your relationship with us more rewarding. Unless otherwise required by law or permitted by this Agreement, the RON value on your Starbucks Card is nonrefundable and may not be redeemed for cash. The value on your Starbucks Card is not insured by Romanian Financial Supervisory Authority, nor does it earn interest.

Starbucks Cards are not targeted towards, nor intended for use by, anyone under the age of 18. If you are under 18, you may only use Starbucks Cards under the supervision of a parent or legal guardian who agrees to be bound by this Agreement.

When you register your Starbucks Cards with the Starbucks Rewards® program, the Starbucks Rewards® terms of use will also apply and can be found at http://www.starbucksromania.ro.

## Loading Value on Your Card

In Romania, you can load value on your Starbucks Card by visiting any participating store or going online to http://card.starbucksromania.ro. There may be a delay from the time you pay the amount to be loaded onto your Starbucks Card and those funds being available for use.

You may not have more than 1000 RON in value on any of your Starbucks Cards at any time, and no more than 2000 RON may be associated with any one Starbucks Card in a single day. This means that the activity on any one of your Starbucks Cards cannot exceed 2000 RON over the course of a day. The total value you may load onto all of your Starbucks Cards, together with the value of any new Starbucks Cards that you may purchase, may not exceed 10 000 RON on any given day. There is a minimum amount that you may load on any Starbucks Card at any given time, and that amount is typically 20 RON. We may change any of these amounts at any time without notice to you.

If you use a credit or debit card to purchase or reload your Starbucks Card, prior to charging your credit or debit card, an authorization process will occur for the amount of your purchase or reload transaction ("Transaction"). The authorization process will validate the credit or debit card number, status, available credit or funds and billing information to ensure that it matches what the bank or card company has on file. Your bank or Starbucks may attempt to contact you for additional information prior to authorizing the Transaction amount.

For credit cards, once an authorization is received, you may notice a decrease in your available credit line. Your bank may hold this RON amount from your credit line or available balance for a short period of time determined by the policy of your bank before your Transaction is fulfilled. For debit cards, your bank may pre-authorize a charge to your deposit or checking account and place a temporary hold on the funds before your Transaction is fulfilled. Regardless of whether you use a credit or debit card, your card will be charged only upon fulfillment of your Transaction. If your Transaction is cancelled, Starbucks will request an authorization reversal on your behalf. Reversal times may vary. We recommend contacting your bank or credit card company to learn about their authorization and authorization reversal policies.

All amounts loaded onto your Starbucks Card are denominated in the currency of the country in which it was sold (the "base currency"). Starbucks Cards purchased in Romania can only be used in Romania.

To make reloading your Starbucks Card easier, you can use our online reload feature. By linking a payment method to your Starbucks account which you can access at http://www.starbucksromania.ro whenever you like. You can also reload your Starbucks Card in-store.

### **Promotional Programs**

From time to time, we may, in our sole discretion, run promotional programs associated with the Starbucks Card program ("Promotions"). Such Promotions are subject to these terms, as well as additional terms as indicated in connection with the Promotions. We reserve the right to modify the terms and conditions of any Promotion at any time, including and up to terminating the Promotion.

## Fees and Expiration of Card Balances

We do not charge any activation, service, dormancy or inactivity fees in connection with your Starbucks Card. Your Starbucks Card and its value have 24 months of validity from the last time charged or used.

### **Receipts and Transaction History**

When you use your Starbucks Card, we will provide a receipt which will indicate that the purchase was made using a Starbucks Card and will provide the remaining balance of your Starbucks Card. Please check your online transaction history regularly to ensure that your transaction history and account balance are correct. You can check the balance of your Starbucks Card or review recent transactions on your Starbucks Card at http://www.starbucksromania.ro or by calling +40 31 433 5336. You will need to have your Starbucks Card available in order to access your account. The account balance for a Starbucks Card also will appear on your receipt from a point-of-sale register. We will not send you statements of activity on your Starbucks Card.

## Billing Errors, Corrections

We will correct the balance of your Starbucks Card if we believe that a clerical, billing or accounting error occurred. If you have questions regarding your transaction history or any correction, or if you wish to dispute any transaction or correction that has been applied to your Starbucks Card, please call +40 31 433 5336. Assuming you provide sufficient details, we will review your claim and tell you what we find. We will correct any error promptly after we finish our review. If we do not find any error, we will explain what we found. We have no obligation to review or correct any billing error unless you provide us sufficient notice for us to review your claim within sixty (60) days of the date of the transaction in question.

#### Fraud Associated with Your Starbucks Card or Card Balance

We will not accept any Starbucks Card, or will limit use of any Starbucks Card or Starbucks Card balance, if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful, and we consider such action appropriate to limit our risk. Starbucks does not control who may sell preloaded Starbucks Cards, nor can we control the price or preloaded denominations offered by independent sellers. Consequently, Starbucks has no liability to you for any third-party fraud or unlawful activity associated with any Starbucks Card balance. If Starbucks discovers any Starbucks Card or Starbucks Card balance was sourced or derived from fraud or other unlawful means, in our sole discretion, we may cancel all impacted Starbucks Cards and retain all related Starbucks Card balances without notice to you. We may use retained Starbucks Card balances to help offset our liability to card companies, networks and issuers of lost or stolen credit and debit cards used to purchase or load Starbucks Cards.

# Registration, Liability for Unauthorized Transactions

In order to avoid fraud, anti-money laundering or any identity theft it is highly recommended to register the card with your personal details that will be used exclusively for the purpose of this Starbucks Rewards Program. To register your Starbucks Card, please visit http://www.starbucksromania.ro. When registering for or purchasing a Starbucks Card, you agree that you will: (i) provide complete and accurate information about yourself; and (ii) update such information if it changes. If you do not provide or update such information, or if we have reasonable grounds to suspect that you have not provided or

updated such information, we shall have the right, in our sole and absolute discretion, to disable your Starbucks Card. If you believe your Starbucks Card has been disabled in error, please call +40 31 433 5336. You are responsible for: (a) the accuracy of all information that you provide to us; and (b) maintaining the confidentiality and security of your Starbucks Card information. All of your Starbucks Cards can be activated and registered for use in your Starbucks Rewards® account, but you may only maintain one (1) such account at any time.

You should treat your Starbucks Card like cash and not disclose your Starbucks Card information to anyone. If your Starbucks Card or Starbucks Card information is lost or stolen, anyone who obtains possession of either may use your Card. You are responsible for all transactions on your Starbucks Card, including unauthorized transactions. However, if your Starbucks Card is lost, stolen or destroyed, your Starbucks Card can be replaced with the balance remaining on it at the time you contact us, but only if you have previously registered it with us.

If your registered Starbucks Card becomes lost, stolen or damaged, contact us immediately either by logging into your account on http://www.starbucksromania.ro or by calling +40 31 433 5336. Your registered Starbucks Card balance is protected from the time you notify us. We will freeze the remaining balance on your Starbucks Card at the time you notify us and will load that remaining balance on a replacement Starbucks Card.

Starbucks personnel reserve the right to require adequate customer documentation to verify the identity of the card recipient and to also ensure internal controls on a periodical basis to verify the identity of the card recipient.

### **Privacy Statement**

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

### Changes to This Agreement

We may amend this Agreement at any time. We will post the amended Agreement to our website at http://www.starbucksromania.ro and for a period of thirty (30) days after we post the amended Agreement, we will also post a notice on our website stating that the terms of this Agreement have changed. As permitted by applicable law, any change, addition or deletion will become effective at the time we post the revised Agreement to our website. Unless we state otherwise, the change, addition or deletion will apply to your future and existing Starbucks Cards. You are deemed to accept the changes, additions or deletions if: (1) you do not notify us to the contrary in writing within 20 days of the date of our notice or such other time specified in the notice; or (2) you use any of your Starbucks Cards after such notice period. If you notify us that you do not accept the changes, additions or deletions, we will cancel your Starbucks Cards and refund any remaining balance to you.

### Cancellation of This Agreement

We may suspend or terminate this Agreement and revoke or limit any or all of the rights and privileges granted to you at any time without notice or liability. Termination may result from your fraudulent or unauthorized use of the Starbucks Card including your failure to provide valid information. For example, transferring balances between different Starbucks Cards solely for the purpose of obtaining cash back is an unauthorized use of the Starbucks Card and if we deem it appropriate to limit our losses we will cancel any such Starbucks Card and retain any balances associated with those Starbucks Cards. If we terminate this Agreement without cause, we will refund or issue store credits equal to the balance on your cancelled Starbucks Card(s), less any amounts that you may owe us.

### **Arbitration**

Please read this section carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This arbitration clause shall survive termination of this Agreement.

Binding Arbitration. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to this Starbucks Card Agreement, your Starbucks Card and your relationship with us. Any dispute or claim arising out of or relating to this Agreement or use of the Starbucks Card and your relationship with Starbucks or any subsidiary,

parent or affiliate company or companies (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration, except that either of us may take claims to small claims court if they qualify for hearing by such a court.

*Opt-Out*. Notwithstanding the above, you may choose to pursue your claim in court and not by arbitration if you opt out of this arbitration provision within 30 days from the earliest of the date you purchased, loaded, reloaded or used any of your Starbucks Cards (the "Opt Out Deadline") after this Agreement has gone into effect. You may opt out of these arbitration procedures by sending us a written notice that you opt out to the following address: 46 Grigore Cobălcescu, 2<sup>nd</sup> floor, room 11, 1<sup>st</sup> District Bucharest Any opt-out received after the Opt Out Deadline (allowing three (3) additional days for mailing) will not be valid and you must pursue your claim in arbitration or small claims court.

Arbitration Procedures. For all disputes, whether pursued in court or arbitration, you must first send a written description of your claim to our Customer Service department to allow us an opportunity to resolve the dispute. You and we each agree to negotiate your claim in good faith. You may request arbitration if your claim or dispute cannot be resolved within 60 days.

The arbitration of any dispute or claim shall be conducted in accordance with the rules of Curtea de Arbitraj Comercial Internațional de pe lângă Camera de Comerț și Industrie a Romaniei https://ccir.ro/curtea-de-arbitraj-comercial-international/ and we agree that this Agreement evidences a transaction in commerce and this arbitration provision will be interpreted and enforced in accordance with Romanian arbitration law Any arbitration will be held in a reasonably convenient location in the city in which you reside or at another mutually agreed location. The arbitration will be conducted in Romanian language. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce this Agreement as a court would. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

Costs of Arbitration. Upon filing of the arbitration demand, we will pay all filing, administration and arbitrator fees for claims of less than 2000 RON, Starbucks will reimburse you for the filing fee within 30 days of receiving a written request from you. For more information regarding the costs you can access the following link: http://arbitration.ccir.ro/ Each party will bear the fees and expense of its own attorneys, experts, witnesses and preparation and presentation of evidence at the arbitration. However, for claims under 10000 RON as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, we agree not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law.

Class Action Waiver. You and we each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If a court or arbitrator determines in an action between you and us that this class action waiver is unenforceable, the arbitration agreement will be void as to you. If you opt out of the arbitration provision as specified above, this class action waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated or representative proceeding without having complied with the opt out procedure set forth above. If for any reason a claim proceeds in court rather than through arbitration, you and we each waive any right to a trial.

## **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of Romania, notwithstanding any conflict of law rules.

#### Disclaimers and Limits of Liability

Starbucks and its affiliates make no representations, warranties or conditions of any kind, express or implied, with respect to the Starbucks Card, including, but not limited to, any implied warranty of merchantability, fitness for a particular purpose, title or non-infringement, or any warranty arising by usage of trade, course of dealing or course of performance. Starbucks does not represent or warrant that your Starbucks Cards will always be accessible or accepted. Starbucks personnel reserve the right to require adequate customer documentation to verify the identity of the card recipient and to also ensure internal controls on a periodical basis to verify the identity of the card recipient.

In the event that Starbucks or its affiliates are found liable to you, you shall only be entitled to recover actual and direct damages and such damages shall not exceed the last balance held on your Starbucks Card. Starbucks and its affiliates shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use), or any punitive or exemplary damages arising out of or in any way connected with this Agreement, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if we or our authorized representatives have been advised of the possibility of such damages. In no event shall Starbucks or its affiliates have any liability for unauthorized access to, or alteration, theft or destruction of a Starbucks Card through accident, misuse or fraudulent means or devices by you or any third party, or as a result of any delay or mistake resulting from any circumstances beyond our control.

### **Assignment**

We may assign all or part of this Agreement without notice to you. We are then released from all liability. You may not assign this Agreement without our prior written consent and any attempted assignment will be void.

### **Entire Agreement, Construction**

This Agreement is the complete and exclusive statement of agreement between you and AmRest Coffee SRL and supersedes and merges all prior proposals and all other agreements governing your Starbucks Card (not including Starbucks Privacy Policy, the http://www.starbucksromania.ro Terms of Use or the Starbucks Rewards® Terms & Conditions, as applicable). If any provision of this Agreement, other than the Class Action Waiver in the Arbitration provision above, is determined to be illegal or unenforceable, that provision will be eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

### **Inquiries or Questions**

If you have any questions regarding this Agreement or your Starbucks Card, please visit our website at http://www.starbucksromania.ro or call us at +40 31 433 5336.

# 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);
  - o 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

o 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.