Starbucks Card Terms & Conditions

The following Starbucks Card Agreement describes the terms and conditions that apply to the prepaid account of your Starbucks Card. By using your Starbucks Card, you agree to the terms of this agreement. Please keep a copy of this agreement for your records.

About Your Account, Starbucks Purchases Only

The Starbucks Card is issued to you by Starbucks. It allows you to load a dollar value on to your Starbucks Card for future purchases at participating Starbucks stores. The dollar value that you load onto your Starbucks Card is a prepayment only for the goods and services of participating Starbucks stores. No credit card, credit line, overdraft protection or deposit account is associated with a Starbucks Card. Unless otherwise required by law or permitted by this agreement, any amount on your Starbucks Card is nonrefundable and may not be redeemed for cash. No interest, dividends or any other earnings on funds deposited to a Starbucks Card will accrue or be paid or credited to you by Starbucks. The value associated with the Starbucks Card is not insured by the Federal Deposit Insurance Corporation (FDIC).

Most Starbucks locations in North America accept your Starbucks Card. Certain Starbucks-branded locations may not permit you to use the Starbucks Card for payment, including some airport, grocery and bookstore locations, or in stores in Puerto Rico, Guam and those outside continental North America. For an up-to-date list of stores that accept the Starbucks Card, call 1-800-STARBUC. We reserve the right not to accept any Starbucks Card or otherwise limit use of a Starbucks Card if we reasonably believe that the use is unauthorized, fraudulent or otherwise unlawful.

Loading Value on Your Card

In the United States and Canada, you can load a dollar value on the Starbucks Card by using a credit card, debit card or cash by visiting any participating store, going online to **Starbucks.com/card** or by calling 1-800-STARBUC. You may not load more than \$500 worth of value to your Starbucks Card. The minimum amount that must be loaded onto your Starbucks Card is \$5 at participating stores or \$15 at our website. Starbucks may change the maximum and minimum amounts at any time by notifying you at the point of sale, by phone when you call or on the Starbucks web site, and such change shall not constitute an amendment to this agreement.

All amounts loaded onto your Starbucks Card are held and denominated in the currency of the country in which the card was sold (the "base currency"). When you make a purchase in a different country, the transaction total is converted from the currency of that country (the "local currency") to the base currency and deducted from the account. No fees or other charges are made to your Starbucks Card for the conversion. Although the actual balance of your Starbucks Card is held in the base currency, the balance shown on your receipt will be in the local currency of the store location. Transactions that occur on our website are denominated in U.S. dollars. Currency conversions are based on currency exchange rates applicable on the date of the transaction.

To make reloading your Starbucks Card easier, you can use our Automatic Reload feature. By linking a credit card or debit card to your Starbucks Card, you can reload a dollar value onto your Starbucks Card whenever you like. To set up Automatic Reload, call 1-800-STARBUC or **go online**. Simply set up the reload date or the balance at which you want to reload and then provide us with payment information. Your credit card or debit card will be billed according to the schedule and amount you have selected. We will send you an email

after each Automatic Reload purchase to let you know your Starbucks Card has been loaded. You can change your preferences at any time, but changes may take up to 24 hours to go into effect.

To discontinue your Automatic Reload feature, you must call 1-800-STARBUC or visit **Starbucks.com/card** to disable the feature within 24 hours of the next scheduled reload. Once the dollar value is loaded, the transaction cannot be reversed.

Starbucks Card eGifts

The Starbucks Card eGift program allows you to purchase and send a virtual Starbucks Card via email. You may choose the design and any dollar value between \$5 and \$100 and complete your purchase using a credit card, debit card or PayPal account. You will need the email address for the recipient of your eGift or you can pick from a list of your Facebook friends. You may choose when to have your eGift delivered: either the same day, provided that your form of payment is approved, or at a future date. Your credit card, debit card or PayPal account will be charged at the time you purchase your eGift regardless of the date you choose for delivery.

The recipient of your eGift will receive an email notifying them that they have received an eGift from you. He or she will have the option of printing out the eGift and bringing it into a Starbucks store to make a purchase, applying it to an existing Starbucks Card or using it online at starbucksstore.com. The recipient will also have the option to register the eGift for use with Starbucks mobile applications. You will receive an email confirming the recipient's receipt of your eGift when the email is opened. An eGift is exactly like any other Starbucks Card and should be treated like cash by the recipient.

Each eGift has a unique Starbucks Card account number and only one card account associated with it no matter how many times the email is printed out. Refunds can only be given for unused eGifts with the original receipt you will receive once your purchase is complete.

Fees and Expiration of Card Balances

Starbucks does not charge any fees for the issuance, activation or use of your Starbucks Card. Your Starbucks Card has no expiration date.

Receipts and Statements

Cardholders are not sent statements of itemized transactions from a Starbucks Card account. You can check the balance of your Starbucks Card or review recent transactions on your Starbucks Card at Starbucks.com/card or by calling 1-80o-STARBUC. 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. When you use your Starbucks Card, you will receive a receipt if you request one but will not be asked to sign the receipt. The receipt will indicate that the purchase was made using a Starbucks Card and will provide the remaining balance of your Starbucks Card. You should keep your receipts and check your online statement to ensure that your account balance is correct

Billing Errors, Corrections

We reserve the right to correct the balance of your Starbucks Card account 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 dispute any transaction or correction that has been assessed against your Starbucks Card, please call Customer Service at 1-800-STARBUC. We will conduct an investigation and communicate

the results and correct any error that we verify as soon as we finish the investigation. If no error was found, we will communicate an explanation. We shall have no liability for any billing error unless you provide us notice within 60 days of the date of the transaction in question. You should monitor your transactions and account balances closely.

Registration, Liability for Unauthorized Transactions

Because your Starbucks Card is used like cash for purchases from Starbucks, you are responsible for all transactions associated with your Starbucks Card, including unauthorized transactions. However, if your Starbucks Card is lost, stolen or destroyed, the Card can be replaced with the balance remaining on it at the time of your call, but only if you have registered it with us. To register your Card, please visit Starbucks.com/card or call us at 1-800-STARBUC. Please notify us immediately if you change any of your registration information.

If your Starbucks Card becomes lost, stolen or damaged, you should contact us immediately call 1-800-STARBUC. Your Starbucks Card balance is only protected from the point in time you notify us that your Starbucks Card is missing. 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.

Privacy Policy

For information concerning how we collect, use and disclose information concerning the Starbucks Card and how to select privacy preferences regarding certain promotional communications, you should refer to our **privacy policy** or call 1-800-STARBUC and ask us to mail you a copy.

Changes to This Agreement

We may amend the terms of this agreement at any time, including any rights or obligations you or we may have. If you have registered your Starbucks Card, we will notify you of any change, addition or deletion by email. In addition, we will post the terms to the modified agreement on our website. As permitted by applicable law, any change, addition or deletion will become effective at the time we post the revised agreement to our website or as otherwise stated in our notice to you. 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 your Starbucks Card after such notice period. If you do not accept the changes, additions or deletions, your Starbucks Card will be cancelled and any amounts remaining on your Starbucks Card will be refunded 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. If we terminate this agreement without cause, we will refund or issue store credits equal to the balance held in your Starbucks Card account less any amounts that you may owe us.

Arbitration Rights

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 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 our relationship. Any dispute or claim made by you against us (or against any of our subsidiary, parent or affiliate companies) arising out of or relating to this Agreement or your use of the Starbucks Card (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) will be resolved by binding arbitration except that (a) you may take claims to small claims court if they qualify for hearing by such a court, or (b) you or we may choose to pursue claims in court if the claims relate solely to the collection of any debts you owe to us. However, even for those claims that may be taken to court, you and we both waive any claims for punitive damages and any right to pursue claims on a class or representative basis.

Arbitration Procedures

You must first present any claim or dispute to us by contacting our Customer Service department to allow us an opportunity to resolve the dispute. 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 American Arbitration Association ("AAA") as modified by this agreement. The AAA Rules and information about arbitration and fees are available upon request from the AAA (call 1-800-778-7879) or online at adr.org. You and we agree that this agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act and federal arbitration law. Unless you and we agree otherwise, any arbitration will take place in Seattle, Wash., and will be conducted in the English language. An arbitrator may not award relief in excess of or contrary to what this agreement provides, order consolidation or arbitration on a class wide or representative basis, or award punitive damages or any other damages aside from the prevailing party's actual damages, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. In any arbitration applying the AAA Rules applicable to large/complex cases, the Arbitrators must also apply the Federal Rules of Evidence, and the losing party may have the award reviewed in accordance with the review procedures set forth in the AAA Rules. 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. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, than the remainder shall still be given full force and effect.

Costs of Arbitration

All administrative fees and expenses of an arbitration will be divided equally between you and us, except that for claims of less than \$1,000, you will be obligated to pay \$25 and we will pay all other administrative costs and fees. In all arbitrations, each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.

Waiver of Punitive Damage Claims and Class Actions

By this Agreement, both you and we are waiving certain rights to litigate disputes in court. If for any reason this arbitration clause is deemed inapplicable or invalid, you and we both waive, to the fullest extent allowed by law, any claims to recover punitive or exemplary damages and any right to pursue any claims on a class or consolidated basis or in a representative capacity.

Governing Law – Washington

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington 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.

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) 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.

The laws of certain states or other jurisdiction do not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have rights in addition to those contained in this agreement. In such jurisdiction, our liability is limited to the greatest extent permitted by law.

Assignment

We may assign all or part of this agreement without such assignment being considered a change to the agreement, and without notice to you. We are then released from all liability. The assignee shall have the same rights and obligations as the assignor and shall agree in writing to be bound by the terms and conditions of this agreement.

Entire Agreement, Construction

This agreement is the complete and exclusive statement of agreement between you and Starbucks Corporation, and supersedes and merges all prior proposals and all other agreements. In the event that any provision of this agreement shall be 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. Headings herein are for convenience of reference only and shall in no way affect interpretation of this agreement.

Inquiries or Questions

If you have any questions regarding this agreement or your Starbucks Card, please visit our web site at **Starbucks.com** or call us at 1-800-STARBUC.