

Terms and conditions for the “Starbucks Rewards” loyalty program (coming into force on 9.01.2019)

§ 1. Introductory provisions

13. The loyalty program entitled “Starbucks Rewards” (formerly “My Starbucks Rewards”) is organised by “AmRest Coffee” sp. z o.o. with its registered office in Wrocław (50-365), Plac Grunwaldzki 25-27, entered into the register of business entities of the National Court Register maintained by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register, under number KRS 0000280347, tax identification number (NIP): 8982116629, with share capital of PLN 121 000 000 (the “Organiser”).

14. The program operates in the Republic of Poland and the aim of the program is to promote the Organiser’s products and services in Starbucks Coffeeshouses.

15. The program was launched on 22 January 2013 (while until May 31, 2017 it was called “My Starbucks Rewards”) and will continue indefinitely.

§ 2. Definitions

16. Capitalised terms used in these Terms and Conditions mean the following:

16.1. “Mobile Application” – the “Starbucks CEE” mobile application available for download for free at AppStore and Google Play stores, which enables a User Account and a Starbucks Card to be used on a mobile device;

16.2. “Registration Form” – a form for registration with the Program, available on the Program web site and in the Mobile Application;

16.3. “Starbucks Card” or equally the “Card” – a pre-paid electronic gift card issued to a holder to whom it is registered personally, which can be used to make purchases at Starbucks Coffeeshouses in the Republic of Poland; the rules for use of a Starbucks Card are laid down in separate “Starbucks Card Terms and Conditions”, which are available on the Organiser’s web site at <http://www.starbucks.pl/about-card/learn-more/regulations>;

16.4. “Starbucks Coffeeshouses” – traditional high street coffee houses in the Starbucks chain in the Republic of Poland in which the rights and benefits envisaged under the Program can be used; a list of Starbucks Coffeeshouses which participate in the Program is available on the Organiser’s web site (<http://www.starbucks.pl/store-locator/search>);

16.5. “User Account” – a set of information and rights relating to a Member and their Starbucks Card, operated in the Organiser’s information and communication technology system;

16.6. “Program” – the “Starbucks Rewards” loyalty program (formerly “My Starbucks Rewards”) operated using the Starbucks Card;

16.7. “Terms and Conditions” – these terms and conditions for the Program;

16.8. “Program web site” – the official web site for the Program, available at <https://card.starbucks.pl/>, on which information about the Program, benefits, and special offers is posted, and which can be used to log in to a User Account;

16.9. “Member” – a person in possession, as a user, of an active Starbucks Card, who has correctly registered with the Program using the Registration Form and who takes part in the Program voluntarily according to the rules laid down in the Terms and Conditions.

§ 3. Joining the Program

17. Only a natural person who as a minimum has limited capacity to enter into legal transactions (and this includes persons of between 13 and 18 years of age who have not been fully deprived of legal capacity) who is a user of an active Starbucks Card, can join the Program as a Member, except as provided for in sections 5-6 below. Persons who have limited capacity to enter into legal transactions can participate in the Program upon the consent of their statutory representative (for example a parent).

18. Membership in the Program requires correct registration using the Program Web Site or the Mobile Application. An individual User Account is created for a Member as a result of registration.

19. The registration procedure for a holder of a plastic Starbucks Card using the Program Web Site consists of the following steps:

19.1. The Member sets up a User Account on the Program Web Site and proceeds to register their Starbucks Website by giving their e-mail address, choosing a password, typing in the individual number on their Card and the security code (this can be found under the scratch-off layer on the Card) and providing the other details required for the Registration Form. In order to perform registration correctly an e-mail address and the following details have to be given: sex, first name, surname, residential address, date of birth, and telephone number.

19.2. Once the Registration Form has been correctly filled in and sent to the Organiser’s information and communication technology system, the Member receives an e-mail sent to the address given during the registration process confirming registration. To successfully complete registration, open the activation link provided in the e-mail. This activation link is valid for twenty-four hours from the moment it is sent. If an activation link expires the registration procedure has to be performed once again.

20. The procedure for registration of a holder of a plastic Starbucks Card using the Mobile Application consists of the following steps:

20.1. The Member registers with the downloaded and installed Mobile Application by giving their e-mail address, choosing a password, typing in the individual number on their Card and the security code (this can be found under the scratch-off layer on the Card) and providing the other

details required for the Registration Form. In order to perform registration correctly an e-mail address and the following details have to be given: sex, first name, surname, residential address, date of birth, and telephone number.

20.2. Once the Registration Form has been correctly filled in and sent to the Organiser's information and communication technology system, the Member receives an e-mail sent to the address given during the registration process confirming registration. To successfully complete registration, open the activation link provided in the e-mail. The activation link is valid for twenty-four hours from the moment it is sent. If an activation link expires the registration procedure has to be performed once again.

21. A person who is not in possession of a plastic Starbucks Card but fulfils all of the other requirements for membership of the Program which are laid down in the Terms and Conditions may join the Program and generate a digital Starbucks Card at the same time. To generate a digital Starbucks Card, choose the appropriate option which is available on the Registration Form on the Program Web Site or in the Mobile Application. The registration procedure is similar to the procedure described in section 4 above. Once the User Account has been set up, value can be loaded onto the Card for the first time (activation of the Card) and the rights enjoyed by a Program Member under the Terms and Conditions can be exercised. The security code for the digital Card is sent to the Member to the e-mail address given on the Registration Form promptly once registration has been completed.

22. A Member who uses a digital Starbucks Card enjoys the same benefits under the Program as a Member who uses a plastic Starbucks Card. A digital Starbucks Card is registered to an individual User Account in the Organiser's information and communication technology system. To use the digital Starbucks Card to make payments, the Mobile Application needs to be installed on a mobile device and the digital Card has to be assigned to that application, in accordance with the rules laid down below in these Terms and Conditions.

23. During the registration process, a Member also has the option of giving consent to receive commercial information from the Organiser or an entity contracted by the Organiser by means of electronic communication and consent to processing of personal data for the marketing purposes of the Organiser, the Organiser's business counterparties, and firms in the Organiser's capital group. This consent is given on a voluntary basis and is not a condition for membership of the Program.

24. Under the Program, Members receive messages sent to the address specified for electronic communication (e-mail or SMS) as well as via the Mobile Application, directly providing information about events connected with the Program, such as promotions, special offers, and other benefits envisaged by the Organiser for Members as provided for in § 6 section 60.3 of the Terms and Conditions. A Member may choose to stop receiving such information at any time by informing the Organiser by e-mail (at starbuckscardpl@amrest.eu) or adjusting the User Account settings accordingly. Following cancellation, a Member will no longer be able to receive information about promotions, special offers, and other benefits as provided for in § 6 section 60.3 of the Terms and Conditions.

§ 4. User Account

25. Under the Program, the Organiser will operate a User Account electronically free of charge. This service is intended for persons who are eligible for membership of the Program, and who have registered as provided for in § 3 of the Terms and Conditions.

26. A User Account is operated for the duration of the Member's participation in the Program. A contract for provision of electronic services associated with a User Account is concluded as of the moment the account is activated. A Member does not have an obligation to make use of the services described above for any period of time.

27. A Member may access their User Account using the Program Web Site or the Mobile Application. To access the User Account the username (which is an e-mail address) and password chosen by the Member during the registration process or subsequently changed in the User Account settings has to be given.

28. No special technical requirements have to be fulfilled to access a User Account using the Program Web Site. Only a PC or mobile device (tablet or smartphone) with Internet access and a up-to-date and correctly configured search engine is needed.

29. The password to a User Account is confidential and may not be disclosed to third parties. Disclosing the password to third parties could compromise privacy or other legally protected rights of a Member, including the risk of a Starbucks Card being used to conduct unauthorised transactions.

30. When making use of services provided by the Organiser electronically and described in these Terms and Conditions, providing content of an unlawful nature or which violate the law or good and moral practice is not permitted.

31. Using a User Account, a Member is able to:

31.1. read information about the benefits under the Program, the number of "stars" accumulated, and earned rewards;

31.2. review a Starbucks Card transaction history;

31.3. report loss of a Starbucks Card and have it disabled (§ 7 of the Terms and Conditions – option available on the Program Web Site);

31.4. top up a Starbucks Card online (§ 8 of the Terms and Conditions);

31.5. transfer value loaded onto a Starbucks Card to a new Starbucks Card (§ 9 of the Terms and Conditions – option available on the Program Web Site);

31.6. amend a Member's data (section 8 below);

31.7. make use of other tools and functions intended for Members, including the option of deleting a User Account and deregistration of a Card from a User Account (following

deregistration it is not possible to accumulate “stars” and obtain benefits under the Program using the Card).

32. A Member is entitled to update their data at any time. To do this, a Member should fill in the appropriate form, which can be accessed by logging in to their User Account on the Program Web Site or using the Mobile Application. Date of birth may only be amended in justified cases however (such as in the event of an error) and requires the Customer Care Team to be contacted individually as provided for in § 11 of the Terms and Conditions.

33. The Organiser gives notice that it is not liable for consequences of inability to contact a Member which occur despite the Organiser exercising due diligence if they occur as a result of a Member providing inaccurate, incomplete or untrue data, or failure to provide notification of a change to data.

34. Only one Starbucks Card can be registered to a User Account.

35. A consumer is entitled to withdraw from a distance contract for operation of a User Account for convenience within 14 days from the day on which the contract was entered into as provided for in the Act of 30 May 2014 on Consumer Rights.

36. In order to exercise the right described in section 11 above, a Member should provide the Organiser with notice of the decision to withdraw. Deletion of a User Account using the settings of the account within the time limit specified in section 11 above is also considered notification of that decision. A Member may also withdraw from a distance contract by giving clearly worded notice using the Organiser’s contact details given in the Terms and Conditions for example by sending a letter by regular mail (to the address “AmRest Coffee” sp. z o.o. Plac Grunwaldzki 25-27, 50-365 Wrocław, marked (recommended) “Biuro Obsługi Klienta”) or by e-mail (to starbuckscardpl@amrest.eu).

37. In order to exercise the right of withdrawal from a distance contract a Member may use the model withdrawal form provided in appendix 2 to the Act of 30 May 2014 on Consumer Rights. This model form can be accessed here: <http://dziennikustaw.gov.pl/DU/2014/827/1> (this requires PDF reader software, for example Adobe Acrobat Reader). It is not compulsory to use this model form.

38. In order to comply with the time limit specified in section 11 above for withdrawal from the contract, it is sufficient to send notice of exercise of a consumer’s right of withdrawal from a contract within the time limit for withdrawal from a contract.

39. The rules and requirements for exercising the right to withdraw from a distance contract for a digital Starbucks Card are laid down in separate Starbucks Card terms and conditions.

40. A Member may cancel their User Account at any time for convenience. To do this, use the delete User Account option available in the account settings upon logging in using the Program Web Site. Deletion of a User Account also constitutes at the same time cancellation of membership of the Program and – with respect to a digital Starbucks Card – cancellation of that

Card and notice of termination with immediate effect of a contract for a digital Starbucks Card, except as provided for in section 17 below.

41. A Member who uses a digital Starbucks Card and wishes to cancel a User Account but wishes to retain the active balance on the Card should transfer the value loaded on the digital Starbucks Card to an unregistered plastic Starbucks Card (§ 9 of the Terms and Conditions) prior to cancelling the User Account. Due to this transfer, a Member may receive, free of charge, one unregistered plastic Starbucks Card – to do this, make a request to the Organiser for a card of that kind to be sent.

42. Detailed conditions for services provided electronically via the Mobile Application are laid down in § 5 of the Terms and Conditions.

§ 5. Mobile Application

43. For the Mobile Application to function correctly a mobile device (smartphone) is needed which has Internet access and an iOS operating system (version 7.0 or above) or Android operating system (version 4.1 or above).

44. The Mobile Application can be downloaded free of charge onto a mobile device (smartphone) from the Google Play store (for Android devices) and from the App Store (for iOS devices).

45. Use by a Member of all options and functions in the Mobile Application requires that a Starbucks Card be registered to that application. An existing Starbucks Card (plastic or digital) or a Starbucks Card generated using the application can be registered to the Mobile Application.

46. A Member can use the Mobile Application to access their User Account and to:

46.1. generate a digital Starbucks Card and register it to the Mobile Application (provided that no Starbucks Card is registered to the Mobile Application);

46.2. make payments from the value loaded onto a Starbucks Card registered to the Mobile Application (without carrying the Card on their person);

46.3. top up their Starbucks Card registered to the Mobile Application;

46.4. check their Starbucks Card balance and accumulated “stars” and rewards;

46.5. collect and use coupons earned by the Member;

46.6. change the digital design of their Starbucks Card which appears in the Mobile Application;

46.7. review the Starbucks Coffeehouse store locator, with information about the location, opening hours and contact details;

46.8. make use of other options and functions available in the Mobile Application.

47. Payment is made from the balance on a Starbucks Card using the Mobile Application by way of the appropriate option. To do this, open the payment screen in the Mobile Application and the Card image or the “pay” option selected. The Card image will flip over and the QR code and Card number will appear. Payment is made when the barista scans the QR code at the point of sale at a Starbucks Coffeehouse. If the QR code scanner is not working the Starbucks Card number needs to be given to the barista.

48. Coupons can be redeemed using the Mobile Application by choosing the appropriate option. To do this, select the coupon that is to be redeemed in the “Rewards” tab. When the symbol is tapped the QR code and number appear. The coupon is redeemed when the barista scans the QR code at the point of sale in a Starbucks Coffeehouse. If the QR code scanner is not working the coupon number needs to be given to the barista.

49. The application is available in English and in Polish. The language can be chosen during the installation process and when logging in for the first time. To change the language used in the application, the language used on a mobile device (smartphone) has to be changed.

50. A Member who uses a plastic Starbucks Card may use both the traditional (plastic) Card and the digital form (which is registered to the Mobile Application). Any transactions made relating to a Starbucks Card using the Mobile Application have the same effect as transactions made using a plastic Starbucks Card.

51. The Mobile Application is a feature that enables a Member in possession of a plastic Starbucks Card to make transactions using the value loaded onto the Card without carrying the Card on their person. This Member should however – for their own security (particularly in case their mobile device is stolen) – retain the plastic Starbucks Card and store it in a safe place.

52. A Member who uses a digital Starbucks Card who is not in possession of a plastic Starbucks Card has to use the Mobile Application to make payments.

53. It is possible to install the Mobile Application on more than one of a Member’s mobile devices. Transactions made under the Program using any of these mobile devices are automatically registered on the User Account.

54. Upgrades for the Mobile Application may be released from time to time. Upgrades of this kind must be installed in order to ensure that the Program is operated properly for a Member using the Mobile Application. In cases in which a Member chooses the automatic upgrade option on their mobile device, the latest version of the Mobile Application will install automatically once it becomes available. If a Member does not use the automatic upgrade function, a message may appear saying that an upgrade is available, depending on the settings on the mobile device.

55. The Mobile Application might also – depending on how the mobile device is configured – be compatible with other selected applications. Information on this subject is available in the Mobile Application and on the Program Web Site.

56. A Member may uninstall the Mobile Application from their mobile device at any time, while uninstalling the Mobile Application does not result in a User Account being cancelled or membership of the Program coming to an end. A User Account can be deleted upon logging in to that account on the Program Web Site or upon cancellation of membership of the Program in a different manner which is described in § 4 of the Terms and Conditions.

§ 6. Benefits available under the Program

57. Under the Program, Members earn “stars” according to the rules laid down in detail below.

58. The benefits and privileges available under the Program depend on the status of a Member. Under the Program, a Member can have one of two kinds of status:

58.1. Green Status,

58.2. Gold Status.

59. A Member newly registered in the Program is automatically awarded Green Status.

60. A Green Level Member has the following benefits and privileges under the Program:

60.1. 40 (forty) “stars” awarded once upon joining the Program;

60.2. a right to receive, upon accumulation of 80 (eighty) “stars” (having regard for section 12 onwards) a free beverage of the Member’s choice from the hot or cold espresso beverages available, or “tall” or “grande” chocolate or tea from the Starbucks Coffeehouse standard product range with one added extra of the Member’s choice (whipped cream, any syrup which is available, or an espresso shot);

60.3. a right to additional benefits and promotions intended for Members according to rules laid down in separate messages which the Organiser sends by e-mail, SMS, or via the Application, posted on the Program Web site or in Starbucks Coffeehouses.

61. A Member is awarded Gold Status automatically as of the moment they earn 200 (two hundred) stars within a period of one year (understood to mean the last 365 days). Stars used in accordance with the Terms and Conditions are included in the number of stars based on which Gold Status is earned. In addition, any Member who participated in the preceding Program (i.e. prior to May 31, 2017) and who continues their membership in the Program when a new Program commences (i.e. starting May 31, 2017) is automatically awarded Gold Status.

62. A Member who has Gold Status will lose that status and return to Green Status 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 Status is obtained.

63. A Member who has Gold Status is entitled to the same benefits and privileges under the Program as Green Status (section 4 above), plus the following:

63.1. a right to one added extra in a beverage for each purchase of a beverage 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);

63.2. once a year – on their birthday – a right to receive (having regard for section 12 onwards below) one of the following gifts (of the Member's choice):

- one free beverage of the Member's choice from among the hot or cold espresso beverages available, or "tall" or "grande" chocolate or tea from the Starbucks Coffeehouse standard product range with one added extra of the Member's choice (whipped cream, any syrup which is available, or an espresso shot)

or

- any available cake from the Starbucks Coffeehouse dessert range;

63.3. if attained Gold Status is maintained within a particular year of membership of the Program (sections 5-6 above) – 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);

63.4. the option of choosing a gold Starbucks Card in the image of the Card in the Mobile Application.

64. For payment made in Starbucks Coffeehouses using the value loaded on to a registered Starbucks Card, a Member is awarded "stars" in accordance with the following rules:

64.1. a Member is awarded 1 (one) "star" for every PLN 2.00 (two zlotys) (gross) paid at a Starbucks Coffeehouse from value loaded onto a registered Starbucks Card (fractions of PLN from various payments accumulate);

64.2. "stars" are registered in the Organiser's sale system automatically.

65. A Member may check the current number of "stars" earned by logging in to their User Account on the Program Web Site, in the Mobile Application, or also by contacting the Customer Care Team (§ 11 of the Terms and Conditions).

66. Stars which are awarded to a Member but which have not been used expire 12 (twelve) months from the most recent transaction made using a Starbucks Card, while a transaction is a purchase made using a Card and also topping up a Card. "Stars" also expire if a Card expires and if membership of the Program comes to an end.

67. Stars are registered to a User Account and cannot be transferred to a different User Account.

68. For the purpose of making use of the benefits listed in section 4 (4) (2) and section 7 (7) (2) above, the Organiser will send a Member by e-mail (to the address given in connection with

membership in the Program) a special electronic coupon with a code which can be used to collect benefits at Starbucks Coffeehouses. The coupon has a unique, one-time authorisation code (including in the form of a QR code), which a Member should give (present to) the cashier in a Starbucks Coffeehouse prior to collecting benefits. The coupon and the code cannot be traded and cannot be redeemed for cash. The code can only be used once. The coupon described above is also made available to a Member via the Mobile Application automatically.

69. A coupon which can be used to collect the benefit described in section 4 (4) (2) above is sent to a Member within 24 (twenty-four) hours of a Member earning eighty stars. As of the moment a coupon is sent which can be used to collect rewards for accumulated stars (section 4 (4) (2) above), the appropriate number of stars is deducted from the User Account automatically.

70. A coupon which bears a code which can be used to collect rewards for accumulated stars (section 4 (4) (2) above) is valid for 30 (thirty) days from the day on which it is sent to a Member – at the end of this period the coupon with the code expires. Different validity periods may apply to other coupons, while in each case the validity period is specified on the coupon and is a minimum of 30 (thirty) days from the day on which it is sent to the Member.

71. A coupon which can be used to collect the benefit described in section 7 (7) (2) above is sent to a Member on the birthday specified by that person.

72. In cases of Members who use the Mobile Application, information about a reward, with a coupon earned by the Member, also appears in the Mobile Application automatically (Internet connection is required). The coupon which appears in the Mobile Application is the same as the coupon sent to the e-mail address.

73. A coupon which has been redeemed expires automatically and cannot be used again.

74. A purchase made using a Starbucks Card which a Member subsequently cancels and for which a refund is given (for example as a result of withdrawal from a distance contract or as a result of a product which is not faulty being taken back on a voluntary basis by the Organiser) is not a basis for earning benefits under the Program, including “stars”. The above does not apply however in cases in which a purchase is cancelled due to a Member exercising the right to withdraw from a contract due to the purchased product being faulty.

§ 7. Security of loaded funds and duplicate Starbucks Cards

75. Correct registration with the Program means that a Member is able to keep funds loaded on a Starbucks Card registered by the Member secure. This function protects the Member’s earned balance in the event of loss (the card is misplaced or stolen) by promptly freezing the funds on the Card once a Member who is eligible has reported the Card lost. To do this, the Member should:

75.1. use the appropriate function on the Program Web Site (upon logging in to a User Account),
or

75.2. contact the Customer Care Team on +48 71 386 17 77 (available during the Customer Care Team office hours specified in § 11 of the Terms and Conditions – calls are charged at the rate for normal telephone calls charged by the caller’s service provider) or by sending an e-mail to starbuckscardpl@amrest.eu (this e-mail account is attended during the Customer Care Team office hours specified in § 11 of the Terms and Conditions).

76. Correct registration in the Program also means that a Member is entitled to one duplicate Starbucks Card free of charge if the card is reported lost as provided for in section 1 above. The value loaded onto the issued duplicate Starbucks Card will be equal to zero and a Member should use the appropriate function on the Program Web Site in order to transfer the frozen funds on the new Card. The duplicate Card is sent by traditional post, at the Organiser’s expense, to the address given by the Member, or in digital form (according to the option chosen by the Member).

77. In cases in which a Member is not entitled to receive a duplicate Starbucks Card free of charge, the Member may, once the funds on the Card are frozen as provided for in section 1 above, place a request for the frozen and remaining funds to be transferred to a new Starbucks Card acquired by the Member. Transfer takes place via the Program Web Site (“transfer funds” tab) according to the rules laid down in § 9 of the Terms and Conditions.

78. No fees or deductions are charged for transfer to the new Starbucks Card as described above.

§ 8. Topping up a Starbucks Card

79. Any Member may top up their Starbucks Card at a Starbucks Coffeehouse according to the rules laid down in separate Starbucks Card terms and conditions.

80. Correct registration with the Program means that a Member is entitled to load value onto a Card using a special top-up function in a User Account on the Program Web Site or in the Mobile Application. The top-up service is handled and operated by PayU S.A. with its registered office at ul. Grunwaldzka 182, 60-166 Poznań (“PayU”).

81. The rules and conditions according to which PayU processes transactions and a PayU account is operated are laid down in PayU’s terms and conditions, which are available at www.payu.pl. A Member is also provided with the applicable terms and conditions before making a top-up transaction.

82. In the case of the Mobile Application, the following methods for loading value onto a Card using the PayU system are available upon logging in to a User Account:

82.1. from a payment card account;

82.2. using a PayU account (for Members who have a PayU account);

82.3. electronic transfer.

83. For security reasons, when loading value onto a Card in the Mobile Application, a Member is required to confirm this by giving the password used to log in to the User Account.

84. In the case of the Program Web Site, the following methods for loading value onto a Card using the PayU system are available upon logging in to a User Account:

84.1. from a payment card account;

84.2. using a PayU account (for Members who have a PayU account);

84.3. electronic transfer.

85. The minimum amount that can be loaded is PLN 20 and the maximum is PLN 1000. Also, loading of value cannot result in the maximum balance on a Starbucks Card (PLN 1 000) being exceeded. Transactions leading to loading of value exceeding the maximum permitted balance on a Starbucks Card will not be processed and will be rejected.

§ 9. Transfer of funds

86. A Member may transfer cash funds from the balance on their registered Starbucks Card as well as the earned “stars” to their new, unregistered Starbucks Card (§ 4 section 17, § 7 section 2, § 7 section 3 of the Terms and Conditions).

87. The transfer described above can also be performed at a Member’s request without giving a reason (and this includes in cases in which the Member’s existing Card has not been lost). To do this, a Member who wishes to replace their existing registered Card with a new Card should acquire a new plastic Card (for a new Card to be activated value must be loaded of a minimum of PLN 20) or generate a new digital Card and then use the transfer option on the Program Web Site.

88. To make a transfer, log on to your User Account on the Program Web Site and use the appropriate option (the “transfer funds” tab), type in your Card number and security code on the special form, and confirm the transfer by giving your User Account password. Any funds and “stars” on the existing Card will be transferred to the new Card automatically (and this Card will be registered in this way), and the existing Card will expire and cease to be active.

89. The transfer described above cannot be performed from a balance on an unregistered Starbucks Card.

§ 10. Personal data processing

90. The data controller for the personal data of Members is the Organiser, “AmRest Coffee” sp. z o.o. with its registered office in Wrocław (50-365), Plac Grunwaldzki 25-27. If value is loaded using the Mobile Application, a Member’s e-mail address and Starbucks Card number will be provided to PayU S.A. for the purpose of loading value. Personal data of Members of the Program is processed as a service contracted by the Organiser by 3e Kolczyński, Liżewski,

Gędzierowski, Rostocki Spółka Jawna with its registered office in Warsaw (02-732), ul. Podbipięty 51.

91. The rules of personal data processing are laid down in separate Privacy Policy.

§ 11. Customer Care Team

92. The Organiser has a Customer Care Team which can be contacted on +48 71 386 17 77 (calls are charged at the rate for normal telephone calls charged by the caller's service provider).

93. The Customer Care Team is available on business days from Monday to Friday between 09:00 and 17:00. It is not available on Saturdays and Sundays and statutory holidays.

94. The Customer Care Team provides any interested persons with information about the Program. The Customer Care Team also provides Members with information about the balance on their Starbucks Card and can disable Starbucks Cards reported lost by Members. The Customer Care Team verifies Members using the Starbucks Card number and security code, and details provided during the process of registration for the Program.

§ 12. Complaint handling

95. Complaints about the Program can be submitted in the following ways:

95.1. directly at a Starbucks Coffeehouse during Starbucks Coffeehouse opening hours;

95.2. by sending a letter to the address of the Organiser ("AmRest Coffee" sp. z o.o., Plac Grunwaldzki 25-27, 50-365 Wrocław, marked (recommended) "Biuro Obsługi Klienta – reklamacja", this marking is not compulsory); or

95.3. by e-mail to starbuckscardpl@amrest.eu (writing in the subject line "Karta Starbucks – reklamacja" (recommended), while stating the subject matter is not compulsory).

96. The complaint should state the first name and surname of the person submitting the complaint, address for correspondence or e-mail address, the number of the Starbucks Card (if the person submitting the complaint has that number) the grounds for the complaint, and the remedy being sought.

97. The Organiser will review complaints in accordance with the Terms and Conditions and with laws generally applicable in the Republic of Poland.

98. A response to a complaint will be provided within 30 (thirty) days of receipt of the complaint by the Organiser (unless a shorter time limit applies under a mandatory provision of law). The response is provided in a letter or by e-mail, according to the form in which the complaint was made.

99. The complaint procedure is used on a voluntary basis.

§ 13. Other information for Members

100. The language in which the Organiser communicates with Members is Polish.

101. The Organiser gives notice that it does not employ alternative dispute resolution for consumer disputes unless this is a requirement under mandatory law.

102. A Member may obtain assistance free of charge in a dispute between the Member and the Organiser, by contacting the local (city) consumer ombudsman or social organisation which has statutory responsibility for consumer protection.

103. The Organiser gives notice that it does not make use of codes of ethics in the meaning of art. 661 § 2 (6) of the Civil Code or a Code of Best Practice in the meaning of legislation on unfair commercial practices in connection with the Program and services provided by electronic means described in the Terms and Conditions.

§ 14. Final provisions

104. A Member may cancel their User Account at any time for convenience by deleting their User Account. To do this, use the appropriate option available upon logging in to a User Account on the Program Web Site. Cancellation takes effect immediately. Following cancellation, an active Starbucks Card can continue to be used as an electronic gift card as provided for in separate Starbucks Card terms and conditions.

105. The Organiser may exclude a Member from the Program with immediate effect for a valid reason, being breach of the Terms and Conditions by the Member, resulting in undue benefit being obtained in the Program.

106. The Organiser may amend these Terms and Conditions or issue new terms and conditions for valid reasons such as:

106.1. changes to generally applicable law which directly affect the Terms and Conditions and require that they be amended;

106.2. changes to interpretation of law by courts or public authorities which directly affect the Terms and Conditions and require that they be amended;

106.3. issuance of a ruling or decision by a court or public authority which directly affects the Terms and Conditions and requires that they be amended;

106.4. the introduction of new functionalities in the Program or on Starbucks Cards;

106.5. the introduction of new benefits or rewards or change to the nature and scope, or rules for earning, benefits or rewards;

106.6. the need to prevent breach of the law or the Terms and Conditions, or take measures to prevent abuses;

106.7. the need to resolve unclear issues or doubts as to interpretation;

106.8. the introduction of new functionalities in the Mobile Application;

106.9. transformation of the Organiser (change of legal form), change to the name (name under which it trades) of the Organiser, details entered in registers, identification numbers, address and contact details, URL address, or of the e-mail address or telephone number given in the Terms and Conditions.

107. The Organiser posts information about amendments to the Terms and Conditions or issuance of new terms and conditions on the Program Web Site and sends notice to the e-mail address given in connection with membership of the Program, and provides the amended Terms and Conditions or new terms and conditions. The notice of change to the Terms and Conditions or issuance of new terms and conditions will state the time period after which the change comes into effect, while this time period will be no less than 21 (twenty-one) days from the day notice is provided. The relevant information is also available sufficiently in advance at Starbucks Coffeehouses. The amended Terms and Conditions or new terms and conditions for the Program apply to Members unless they cancel membership of the Program prior to the day on which the amendment comes into effect.

108. The Organiser may end the Program at any time for valid reasons such as changes to generally applicable law or changes to interpretation of law by courts or public authorities which directly affect the Program and require it to be discontinued; issuance of a ruling or decision by a court or public authority which requires that the Program be discontinued; risk of insolvency or bankruptcy of the Organiser; economic insolvency of the Program or replacement of the Program with other forms of promotional measures taken by the Organiser. In such a case, the Program will come to an end at the time stated in the notice of discontinuance of the Program, having regard for section 6 below.

109. The Organiser will post information about discontinuance of the Program on the Program Web Site and send notice to Members to the e-mail address given in connection with membership of the Program, stating the time period after which the Program will come to an end, while this time period will be no less than 90 (ninety) days from the day notice is provided (unless the Organiser is required to apply a shorter time limit under a mandatory provision of law). The relevant information is also available sufficiently in advance at Starbucks Coffeehouses.

110. Amendments to the Terms and Conditions, amendments to the terms and conditions, or discontinuance of the Program will not affect rights previously acquired by Members. In particular, active Starbucks Cards can continue to be used once the Program has come to an end as a gift card as provided for in separate terms and conditions for the Starbucks Card.

111. These Terms and Conditions are available at the registered office of the Organiser, at Starbucks Coffeehouses, and in electronic form on the Program Web Site:

<http://www.starbucks.pl/about-card/learn-more/regulations> (and can also be downloaded as a PDF file) and in the Mobile Application.

112. The Organiser may conduct additional promotional campaigns aimed at Members from time to time, according to the rules and conditions laid down in separate terms and conditions.

113. In cases in which additional services are introduced which are connected with the Program, and those services are not subject to these Terms and Conditions, the Organiser may stipulate the rules and conditions for using those services in separate terms and conditions.

114. The rules for the Program are laid down in the Terms and Conditions and generally applicable laws of the Republic of Poland.

Terms and conditions for the “Starbucks Rewards” loyalty program (remaining in place until 8.01.2019)

§ 1. Introductory provisions

13. The loyalty program entitled “Starbucks Rewards” (formerly “My Starbucks Rewards”) is organised by “AmRest Coffee” sp. z o.o. with its registered office in Wrocław (50-365), Plac Grunwaldzki 25-27, entered into the register of business entities of the National Court Register maintained by the District Court for Wrocław-Fabryczna in Wrocław, VI Commercial Division of the National Court Register, under number KRS 0000280347, tax identification number (NIP): 8982116629, with share capital of PLN 121 000 000 (the “Organiser”).

14. The program operates in the Republic of Poland and the aim of the program is to promote the Organiser’s products and services in Starbucks Coffeehouses.

15. The program was launched on 22 January 2013 (while until May 31, 2017 it was called “My Starbucks Rewards”) and will continue indefinitely.

§ 2. Definitions

16. Capitalised terms used in these Terms and Conditions mean the following:

16.1. “Mobile Application” – the “Starbucks CEE” mobile application available for download for free at AppStore and Google Play stores, which enables a User Account and a Starbucks Card to be used on a mobile device;

16.2. “Registration Form” – a form for registration with the Program, available on the Program web site and in the Mobile Application;

16.3. “Starbucks Card” or equally the “Card” – a pre-paid electronic gift card issued to a holder to whom it is registered personally, which can be used to make purchases at Starbucks Coffeehouses in the Republic of Poland; the rules for use of a Starbucks Card are laid down in separate “Starbucks Card Terms and Conditions”, which are available on the Organiser’s web site at <http://www.starbucks.pl/about-card/learn-more/regulations>;

16.4. “Starbucks Coffeehouses” – traditional high street coffee houses in the Starbucks chain in the Republic of Poland in which the rights and benefits envisaged under the Program can be used; a list of Starbucks Coffeehouses which participate in the Program is available on the Organiser’s web site (<http://www.starbucks.pl/store-locator/search>);

16.5. “User Account” – a set of information and rights relating to a Member and their Starbucks Card, operated in the Organiser’s information and communication technology system;

16.6. “Program” – the “Starbucks Rewards” loyalty program (formerly “My Starbucks Rewards”) operated using the Starbucks Card;

16.7. “Terms and Conditions” – these terms and conditions for the Program;

16.8. “Program web site” – the official web site for the Program, available at <https://card.starbucks.pl/>, on which information about the Program, benefits, and special offers is posted, and which can be used to log in to a User Account;

16.9. “Member” – a person in possession, as a user, of an active Starbucks Card, who has correctly registered with the Program using the Registration Form and who takes part in the Program voluntarily according to the rules laid down in the Terms and Conditions.

§ 3. Joining the Program

17. Only a natural person who as a minimum has limited capacity to enter into legal transactions (and this includes persons of between 13 and 18 years of age who have not been fully deprived of legal capacity) who is a user of an active Starbucks Card, can join the Program as a Member, except as provided for in sections 5-6 below. Persons who have limited capacity to enter into legal transactions can participate in the Program upon the consent of their statutory representative (for example a parent).

18. Membership in the Program requires correct registration using the Program Web Site or the Mobile Application. An individual User Account is created for a Member as a result of registration.

19. The registration procedure for a holder of a plastic Starbucks Card using the Program Web Site consists of the following steps:

19.1. The Member sets up a User Account on the Program Web Site and proceeds to register their Starbucks Website by giving their e-mail address, choosing a password, typing in the individual number on their Card and the security code (this can be found under the scratch-off layer on the

Card) and providing the other details required for the Registration Form. In order to perform registration correctly an e-mail address and the following details have to be given: sex, first name, surname, residential address, date of birth, and telephone number.

19.2. Once the Registration Form has been correctly filled in and sent to the Organiser's information and communication technology system, the Member receives an e-mail sent to the address given during the registration process confirming registration. To successfully complete registration, open the activation link provided in the e-mail. This activation link is valid for twenty-four hours from the moment it is sent. If an activation link expires the registration procedure has to be performed once again.

20. The procedure for registration of a holder of a plastic Starbucks Card using the Mobile Application consists of the following steps:

20.1. The Member registers with the downloaded and installed Mobile Application by giving their e-mail address, choosing a password, typing in the individual number on their Card and the security code (this can be found under the scratch-off layer on the Card) and providing the other details required for the Registration Form. In order to perform registration correctly an e-mail address and the following details have to be given: sex, first name, surname, residential address, date of birth, and telephone number.

20.2. Once the Registration Form has been correctly filled in and sent to the Organiser's information and communication technology system, the Member receives an e-mail sent to the address given during the registration process confirming registration. To successfully complete registration, open the activation link provided in the e-mail. The activation link is valid for twenty-four hours from the moment it is sent. If an activation link expires the registration procedure has to be performed once again.

21. A person who is not in possession of a plastic Starbucks Card but fulfils all of the other requirements for membership of the Program which are laid down in the Terms and Conditions may join the Program and generate a digital Starbucks Card at the same time. To generate a digital Starbucks Card, choose the appropriate option which is available on the Registration Form on the Program Web Site or in the Mobile Application. The registration procedure is similar to the procedure described in section 4 above. Once the User Account has been set up, value can be loaded onto the Card for the first time (activation of the Card) and the rights enjoyed by a Program Member under the Terms and Conditions can be exercised. The security code for the digital Card is sent to the Member to the e-mail address given on the Registration Form promptly once registration has been completed.

22. A Member who uses a digital Starbucks Card enjoys the same benefits under the Program as a Member who uses a plastic Starbucks Card. A digital Starbucks Card is registered to an individual User Account in the Organiser's information and communication technology system. To use the digital Starbucks Card to make payments, the Mobile Application needs to be installed on a mobile device and the digital Card has to be assigned to that application, in accordance with the rules laid down below in these Terms and Conditions.

23. During the registration process, a Member also has the option of giving consent to receive commercial information from the Organiser or an entity contracted by the Organiser by means of electronic communication and consent to processing of personal data for the marketing purposes of the Organiser, the Organiser's business counterparties, and firms in the Organiser's capital group. This consent is given on a voluntary basis and is not a condition for membership of the Program.

24. Under the Program, Members receive messages sent to the address specified for electronic communication (e-mail or SMS) as well as via the Mobile Application, directly providing information about events connected with the Program, such as promotions, special offers, and other benefits envisaged by the Organiser for Members as provided for in § 6 section 4 (4) (4) of the Terms and Conditions. A Member may choose to stop receiving such information at any time by informing the Organiser by e-mail (at starbuckscardpl@amrest.eu) or adjusting the User Account settings accordingly. Following cancellation, a Member will no longer be able to receive information about promotions, special offers, and other benefits as provided for in § 6 section 4 (4)(4) of the Terms and Conditions.

§ 4. User Account

25. Under the Program, the Organiser will operate a User Account electronically free of charge. This service is intended for persons who are eligible for membership of the Program, and who have registered as provided for in § 3 of the Terms and Conditions.

26. A User Account is operated for the duration of the Member's participation in the Program. A contract for provision of electronic services associated with a User Account is concluded as of the moment the account is activated. A Member does not have an obligation to make use of the services described above for any period of time.

27. A Member may access their User Account using the Program Web Site or the Mobile Application. To access the User Account the username (which is an e-mail address) and password chosen by the Member during the registration process or subsequently changed in the User Account settings has to be given.

28. No special technical requirements have to be fulfilled to access a User Account using the Program Web Site. Only a PC or mobile device (tablet or smartphone) with Internet access and a up-to-date and correctly configured search engine is needed.

29. The password to a User Account is confidential and may not be disclosed to third parties. Disclosing the password to third parties could compromise privacy or other legally protected rights of a Member, including the risk of a Starbucks Card being used to conduct unauthorised transactions.

30. When making use of services provided by the Organiser electronically and described in these Terms and Conditions, providing content of an unlawful nature or which violate the law or good and moral practice is not permitted.

31. Using a User Account, a Member is able to:

31.1. read information about the benefits under the Program, the number of “stars” accumulated, and earned rewards;

31.2. review a Starbucks Card transaction history;

31.3. report loss of a Starbucks Card and have it disabled (§ 7 of the Terms and Conditions – option available on the Program Web Site);

31.4. top up a Starbucks Card online (§ 8 of the Terms and Conditions);

31.5. transfer value loaded onto a Starbucks Card to a new Starbucks Card (§ 9 of the Terms and Conditions – option available on the Program Web Site);

31.6. amend a Member’s data (section 8 below);

31.7. make use of other tools and functions intended for Members, including the option of deleting a User Account and deregistration of a Card from a User Account (following deregistration it is not possible to accumulate “stars” and obtain benefits under the Program using the Card).

32. A Member is entitled to update their data at any time. To do this, a Member should fill in the appropriate form, which can be accessed by logging in to their User Account on the Program Web Site or using the Mobile Application. Date of birth may only be amended in justified cases however (such as in the event of an error) and requires the Customer Care Team to be contacted individually as provided for in § 11 of the Terms and Conditions.

33. The Organiser gives notice that it is not liable for consequences of inability to contact a Member which occur despite the Organiser exercising due diligence if they occur as a result of a Member providing inaccurate, incomplete or untrue data, or failure to provide notification of a change to data.

34. Only one Starbucks Card can be registered to a User Account.

35. A consumer is entitled to withdraw from a distance contract for operation of a User Account for convenience within 14 days from the day on which the contract was entered into as provided for in the Act of 30 May 2014 on Consumer Rights.

36. In order to exercise the right described in section 11 above, a Member should provide the Organiser with notice of the decision to withdraw. Deletion of a User Account using the settings of the account within the time limit specified in section 11 above is also considered notification of that decision. A Member may also withdraw from a distance contract by giving clearly worded notice using the Organiser’s contact details given in the Terms and Conditions for example by sending a letter by regular mail (to the address “AmRest Coffee” sp. z o.o. Plac Grunwaldzki 25-

27, 50-365 Wrocław, marked (recommended) “Biuro Obsługi Klienta”) or by e-mail (to starbuckscardpl@amrest.eu).

37. In order to exercise the right of withdrawal from a distance contract a Member may use the model withdrawal form provided in appendix 2 to the Act of 30 May 2014 on Consumer Rights. This model form can be accessed here: <http://dziennikustaw.gov.pl/DU/2014/827/1> (this requires PDF reader software, for example Adobe Acrobat Reader). It is not compulsory to use this model form.

38. In order to comply with the time limit specified in section 11 above for withdrawal from the contract, it is sufficient to send notice of exercise of a consumer’s right of withdrawal from a contract within the time limit for withdrawal from a contract.

39. The rules and requirements for exercising the right to withdraw from a distance contract for a digital Starbucks Card are laid down in separate Starbucks Card terms and conditions.

40. A Member may cancel their User Account at any time for convenience. To do this, use the delete User Account option available in the account settings upon logging in using the Program Web Site. Deletion of a User Account also constitutes at the same time cancellation of membership of the Program and – with respect to a digital Starbucks Card – cancellation of that Card and notice of termination with immediate effect of a contract for a digital Starbucks Card, except as provided for in section 17 below.

41. A Member who uses a digital Starbucks Card and wishes to cancel a User Account but wishes to retain the active balance on the Card should transfer the value loaded on the digital Starbucks Card to an unregistered plastic Starbucks Card (§ 9 of the Terms and Conditions) prior to cancelling the User Account. Due to this transfer, a Member may receive, free of charge, one unregistered plastic Starbucks Card – to do this, make a request to the Organiser for a card of that kind to be sent.

42. Detailed conditions for services provided electronically via the Mobile Application are laid down in § 5 of the Terms and Conditions.

§ 5. Mobile Application

43. For the Mobile Application to function correctly a mobile device (smartphone) is needed which has Internet access and an iOS operating system (version 7.0 or above) or Android operating system (version 4.1 or above).

44. The Mobile Application can be downloaded free of charge onto a mobile device (smartphone) from the Google Play store (for Android devices) and from the App Store (for iOS devices).

45. Use by a Member of all options and functions in the Mobile Application requires that a Starbucks Card be registered to that application. An existing Starbucks Card (plastic or digital) or a Starbucks Card generated using the application can be registered to the Mobile Application.

46. A Member can use the Mobile Application to access their User Account and to:

46.1. generate a digital Starbucks Card and register it to the Mobile Application (provided that no Starbucks Card is registered to the Mobile Application);

46.2. make payments from the value loaded onto a Starbucks Card registered to the Mobile Application (without carrying the Card on their person);

46.3. top up their Starbucks Card registered to the Mobile Application;

46.4. check their Starbucks Card balance and accumulated “stars” and rewards;

46.5. collect and use coupons earned by the Member;

46.6. change the digital design of their Starbucks Card which appears in the Mobile Application;

46.7. review the Starbucks Coffeehouse store locator, with information about the location, opening hours and contact details;

46.8. make use of other options and functions available in the Mobile Application.

47. Payment is made from the balance on a Starbucks Card using the Mobile Application by way of the appropriate option. To do this, open the payment screen in the Mobile Application and the Card image or the “pay” option selected. The Card image will flip over and the QR code and Card number will appear. Payment is made when the barista scans the QR code at the point of sale at a Starbucks Coffeehouse. If the QR code scanner is not working the Starbucks Card number needs to be given to the barista.

48. Coupons can be redeemed using the Mobile Application by choosing the appropriate option. To do this, select the coupon that is to be redeemed in the “Rewards” tab. When the symbol is tapped the QR code and number appear. The coupon is redeemed when the barista scans the QR code at the point of sale in a Starbucks Coffeehouse. If the QR code scanner is not working the coupon number needs to be given to the barista.

49. The application is available in English and in Polish. The language can be chosen during the installation process and when logging in for the first time. To change the language used in the application, the language used on a mobile device (smartphone) has to be changed.

50. A Member who uses a plastic Starbucks Card may use both the traditional (plastic) Card and the digital form (which is registered to the Mobile Application). Any transactions made relating to a Starbucks Card using the Mobile Application have the same effect as transactions made using a plastic Starbucks Card.

51. The Mobile Application is a feature that enables a Member in possession of a plastic Starbucks Card to make transactions using the value loaded onto the Card without carrying the

Card on their person. This Member should however – for their own security (particularly in case their mobile device is stolen) – retain the plastic Starbucks Card and store it in a safe place.

52. A Member who uses a digital Starbucks Card who is not in possession of a plastic Starbucks Card has to use the Mobile Application to make payments.

53. It is possible to install the Mobile Application on more than one of a Member's mobile devices. Transactions made under the Program using any of these mobile devices are automatically registered on the User Account.

54. Upgrades for the Mobile Application may be released from time to time. Upgrades of this kind must be installed in order to ensure that the Program is operated properly for a Member using the Mobile Application. In cases in which a Member chooses the automatic upgrade option on their mobile device, the latest version of the Mobile Application will install automatically once it becomes available. If a Member does not use the automatic upgrade function, a message may appear saying that an upgrade is available, depending on the settings on the mobile device.

55. The Mobile Application might also – depending on how the mobile device is configured – be compatible with other selected applications. Information on this subject is available in the Mobile Application and on the Program Web Site.

56. A Member may uninstall the Mobile Application from their mobile device at any time, while uninstalling the Mobile Application does not result in a User Account being cancelled or membership of the Program coming to an end. A User Account can be deleted upon logging in to that account on the Program Web Site or upon cancellation of membership of the Program in a different manner which is described in § 4 of the Terms and Conditions.

§ 6. Benefits available under the Program

57. Under the Program, Members earn “stars” according to the rules laid down in detail below.

58. The benefits and privileges available under the Program depend on the status of a Member. Under the Program, a Member can have one of two kinds of status:

58.1. Green Status,

58.2. Gold Status.

59. A Member newly registered in the Program is automatically awarded Green Status.

60. A Green Level Member has the following benefits and privileges under the Program:

60.1. 40 (forty) “stars” awarded once upon joining the Program;

60.2. a right to receive, upon accumulation of 80 (eighty) “stars” (having regard for section 12 onwards) a free beverage of the Member's choice from the hot or cold espresso beverages

available, or “tall” or “grande” chocolate or tea from the Starbucks Coffeehouse standard product range with one added extra of the Member’s choice (whipped cream, any syrup which is available, or an espresso shot);

60.3. a right to Origin Espresso beans currently on offer at Starbucks Coffeehouses instead of standard coffee beans in their espresso beverage purchased using the value loaded onto a registered Starbucks Card;

60.4. a right to additional benefits and promotions intended for Members according to rules laid down in separate messages which the Organiser sends by e-mail, SMS, or via the Application, posted on the Program Web site or in Starbucks Coffeehouses.

61. A Member is awarded Gold Status automatically as of the moment they earn 200 (two hundred) stars within a period of one year (understood to mean the last 365 days). Stars used in accordance with the Terms and Conditions are included in the number of stars based on which Gold Status is earned. In addition, any Member who participated in the preceding Program (i.e. prior to May 31, 2017) and who continues their membership in the Program when a new Program commences (i.e. starting May 31, 2017) is automatically awarded Gold Status.

62. A Member who has Gold Status will lose that status and return to Green Status 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 Status is obtained.

63. A Member who has Gold Status is entitled to the same benefits and privileges under the Program as Green Status (section 4 above), plus the following:

63.1. a right to one added extra in a beverage for each purchase of a beverage 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);

63.2. once a year – on their birthday – a right to receive (having regard for section 12 onwards below) one of the following gifts (of the Member’s choice):

- one free beverage of the Member’s choice from among the hot or cold espresso beverages available, or “tall” or “grande” chocolate or tea from the Starbucks Coffeehouse standard product range with one added extra of the Member’s choice (whipped cream, any syrup which is available, or an espresso shot)

or

- any available cake from the Starbucks Coffeehouse dessert range;

63.3. if attained Gold Status is maintained within a particular year of membership of the Program (sections 5-6 above) – 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);

63.4. the option of choosing a gold Starbucks Card in the image of the Card in the Mobile Application.

64. For payment made in Starbucks Coffeehouses using the value loaded on to a registered Starbucks Card, a Member is awarded “stars” in accordance with the following rules:

64.1. a Member is awarded 1 (one) “star” for every PLN 2.00 (two zlotys) (gross) paid at a Starbucks Coffeehouse from value loaded onto a registered Starbucks Card (fractions of PLN from various payments accumulate);

64.2. “stars” are registered in the Organiser’s sale system automatically.

65. A Member may check the current number of “stars” earned by logging in to their User Account on the Program Web Site, in the Mobile Application, or also by contacting the Customer Care Team (§ 11 of the Terms and Conditions).

66. Stars which are awarded to a Member but which have not been used expire 12 (twelve) months from the most recent transaction made using a Starbucks Card, while a transaction is a purchase made using a Card and also topping up a Card. “Stars” also expire if a Card expires and if membership of the Program comes to an end.

67. Stars are registered to a User Account and cannot be transferred to a different User Account.

68. For the purpose of making use of the benefits listed in section 4 (4) (2) and section 7 (7) (2) above, the Organiser will send a Member by e-mail (to the address given in connection with membership in the Program) a special electronic coupon with a code which can be used to collect benefits at Starbucks Coffeehouses. The coupon has a unique, one-time authorisation code (including in the form of a QR code), which a Member should give (present to) the cashier in a Starbucks Coffeehouse prior to collecting benefits. The coupon and the code cannot be traded and cannot be redeemed for cash. The code can only be used once. The coupon described above is also made available to a Member via the Mobile Application automatically.

69. A coupon which can be used to collect the benefit described in section 4 (4) (2) above is sent to a Member within 24 (twenty-four) hours of a Member earning eighty stars. As of the moment a coupon is sent which can be used to collect rewards for accumulated stars (section 4 (4) (2) above), the appropriate number of stars is deducted from the User Account automatically.

70. A coupon which bears a code which can be used to collect rewards for accumulated stars (section 4 (4) (2) above) is valid for 30 (thirty) days from the day on which it is sent to a Member – at the end of this period the coupon with the code expires. Different validity periods may apply to other coupons, while in each case the validity period is specified on the coupon and is a minimum of 30 (thirty) days from the day on which it is sent to the Member.

71. A coupon which can be used to collect the benefit described in section 7 (7) (2) above is sent to a Member on the birthday specified by that person.

72. In cases of Members who use the Mobile Application, information about a reward, with a coupon earned by the Member, also appears in the Mobile Application automatically (Internet connection is required). The coupon which appears in the Mobile Application is the same as the coupon sent to the e-mail address.

73. A coupon which has been redeemed expires automatically and cannot be used again.

74. A purchase made using a Starbucks Card which a Member subsequently cancels and for which a refund is given (for example as a result of withdrawal from a distance contract or as a result of a product which is not faulty being taken back on a voluntary basis by the Organiser) is not a basis for earning benefits under the Program, including “stars”. The above does not apply however in cases in which a purchase is cancelled due to a Member exercising the right to withdraw from a contract due to the purchased product being faulty.

§ 7. Security of loaded funds and duplicate Starbucks Cards

75. Correct registration with the Program means that a Member is able to keep funds loaded on a Starbucks Card registered by the Member secure. This function protects the Member’s earned balance in the event of loss (the card is misplaced or stolen) by promptly freezing the funds on the Card once a Member who is eligible has reported the Card lost. To do this, the Member should:

75.1. use the appropriate function on the Program Web Site (upon logging in to a User Account), or

75.2. contact the Customer Care Team on +48 71 386 17 77 (available during the Customer Care Team office hours specified in § 11 of the Terms and Conditions – calls are charged at the rate for normal telephone calls charged by the caller’s service provider) or by sending an e-mail to starbuckscardpl@amrest.eu (this e-mail account is attended during the Customer Care Team office hours specified in § 11 of the Terms and Conditions).

76. Correct registration in the Program also means that a Member is entitled to one duplicate Starbucks Card free of charge if the card is reported lost as provided for in section 1 above. The value loaded onto the issued duplicate Starbucks Card will be equal to zero and a Member should use the appropriate function on the Program Web Site in order to transfer the frozen funds on the new Card. The duplicate Card is sent by traditional post, at the Organiser’s expense, to the address given by the Member, or in digital form (according to the option chosen by the Member).

77. In cases in which a Member is not entitled to receive a duplicate Starbucks Card free of charge, the Member may, once the funds on the Card are frozen as provided for in section 1 above, place a request for the frozen and remaining funds to be transferred to a new Starbucks Card acquired by the Member. Transfer takes place via the Program Web Site (“transfer funds” tab) according to the rules laid down in § 9 of the Terms and Conditions.

78. No fees or deductions are charged for transfer to the new Starbucks Card as described above.

§ 8. Topping up a Starbucks Card

79. Any Member may top up their Starbucks Card at a Starbucks Coffeehouse according to the rules laid down in separate Starbucks Card terms and conditions.

80. Correct registration with the Program means that a Member is entitled to load value onto a Card using a special top-up function in a User Account on the Program Web Site or in the Mobile Application. The top-up service is handled and operated by PayU S.A. with its registered office at ul. Grunwaldzka 182, 60-166 Poznań ("PayU").

81. The rules and conditions according to which PayU processes transactions and a PayU account is operated are laid down in PayU's terms and conditions, which are available at www.payu.pl. A Member is also provided with the applicable terms and conditions before making a top-up transaction.

82. In the case of the Mobile Application, the following methods for loading value onto a Card using the PayU system are available upon logging in to a User Account:

82.1. from a payment card account;

82.2. using a PayU account (for Members who have a PayU account);

82.3. electronic transfer.

83. For security reasons, when loading value onto a Card in the Mobile Application, a Member is required to confirm this by giving the password used to log in to the User Account.

84. In the case of the Program Web Site, the following methods for loading value onto a Card using the PayU system are available upon logging in to a User Account:

84.1. from a payment card account;

84.2. using a PayU account (for Members who have a PayU account);

84.3. electronic transfer.

85. The minimum amount that can be loaded is PLN 20 and the maximum is PLN 1000. Also, loading of value cannot result in the maximum balance on a Starbucks Card (PLN 1 000) being exceeded. Transactions leading to loading of value exceeding the maximum permitted balance on a Starbucks Card will not be processed and will be rejected.

§ 9. Transfer of funds

86. A Member may transfer cash funds from the balance on their registered Starbucks Card as well as the earned "stars" to their new, unregistered Starbucks Card (§ 4 section 17, § 7 section 2, § 7 section 3 of the Terms and Conditions).

87. The transfer described above can also be performed at a Member's request without giving a reason (and this includes in cases in which the Member's existing Card has not been lost). To do this, a Member who wishes to replace their existing registered Card with a new Card should acquire a new plastic Card (for a new Card to be activated value must be loaded of a minimum of PLN 20) or generate a new digital Card and then use the transfer option on the Program Web Site.

88. To make a transfer, log on to your User Account on the Program Web Site and use the appropriate option (the "transfer funds" tab), type in your Card number and security code on the special form, and confirm the transfer by giving your User Account password. Any funds and "stars" on the existing Card will be transferred to the new Card automatically (and this Card will be registered in this way), and the existing Card will expire and cease to be active.

89. The transfer described above cannot be performed from a balance on an unregistered Starbucks Card.

§ 10. Personal data processing

90. The data controller for the personal data of Members is the Organiser, "AmRest Coffee" sp. z o.o. with its registered office in Wrocław (50-365), Plac Grunwaldzki 25-27. If value is loaded using the Mobile Application, a Member's e-mail address and Starbucks Card number will be provided to PayU S.A. for the purpose of loading value. Personal data of Members of the Program is processed as a service contracted by the Organiser by 3e Kolczyński, Liżewski, Gędzierowski, Rostocki Spółka Jawna with its registered office in Warsaw (02-732), ul. Podbipięty 51.

91. The rules of personal data processing are laid down in separate Privacy Policy.

§ 11. Customer Care Team

92. The Organiser has a Customer Care Team which can be contacted on +48 71 386 17 77 (calls are charged at the rate for normal telephone calls charged by the caller's service provider).

93. The Customer Care Team is available on business days from Monday to Friday between 09:00 and 17:00. It is not available on Saturdays and Sundays and statutory holidays.

94. The Customer Care Team provides any interested persons with information about the Program. The Customer Care Team also provides Members with information about the balance on their Starbucks Card and can disable Starbucks Cards reported lost by Members. The Customer Care Team verifies Members using the Starbucks Card number and security code, and details provided during the process of registration for the Program.

§ 12. Complaint handling

95. Complaints about the Program can be submitted in the following ways:

95.1. directly at a Starbucks Coffeehouse during Starbucks Coffeehouse opening hours;

95.2. by sending a letter to the address of the Organiser (“AmRest Coffee” sp. z o.o., Plac Grunwaldzki 25-27, 50-365 Wrocław, marked (recommended) “Biuro Obsługi Klienta – reklamacja”, this marking is not compulsory); or

95.3. by e-mail to starbuckscardpl@amrest.eu (writing in the subject line “Karta Starbucks – reklamacja” (recommended), while stating the subject matter is not compulsory).

96. The complaint should state the first name and surname of the person submitting the complaint, address for correspondence or e-mail address, the number of the Starbucks Card (if the person submitting the complaint has that number) the grounds for the complaint, and the remedy being sought.

97. The Organiser will review complaints in accordance with the Terms and Conditions and with laws generally applicable in the Republic of Poland.

98. A response to a complaint will be provided within 30 (thirty) days of receipt of the complaint by the Organiser (unless a shorter time limit applies under a mandatory provision of law). The response is provided in a letter or by e-mail, according to the form in which the complaint was made.

99. The complaint procedure is used on a voluntary basis.

§ 13. Other information for Members

100. The language in which the Organiser communicates with Members is Polish.

101. The Organiser gives notice that it does not employ alternative dispute resolution for consumer disputes unless this is a requirement under mandatory law.

102. A Member may obtain assistance free of charge in a dispute between the Member and the Organiser, by contacting the local (city) consumer ombudsman or social organisation which has statutory responsibility for consumer protection.

103. The Organiser gives notice that it does not make use of codes of ethics in the meaning of art. 661 § 2 (6) of the Civil Code or a Code of Best Practice in the meaning of legislation on unfair commercial practices in connection with the Program and services provided by electronic means described in the Terms and Conditions.

§ 14. Final provisions

104. A Member may cancel their User Account at any time for convenience by deleting their User Account. To do this, use the appropriate option available upon logging in to a User Account on the Program Web Site. Cancellation takes effect immediately. Following cancellation, an

active Starbucks Card can continue to be used as an electronic gift card as provided for in separate Starbucks Card terms and conditions.

105. The Organiser may exclude a Member from the Program with immediate effect for a valid reason, being breach of the Terms and Conditions by the Member, resulting in undue benefit being obtained in the Program.

106. The Organiser may amend these Terms and Conditions or issue new terms and conditions for valid reasons such as:

106.1. changes to generally applicable law which directly affect the Terms and Conditions and require that they be amended;

106.2. changes to interpretation of law by courts or public authorities which directly affect the Terms and Conditions and require that they be amended;

106.3. issuance of a ruling or decision by a court or public authority which directly affects the Terms and Conditions and requires that they be amended;

106.4. the introduction of new functionalities in the Program or on Starbucks Cards;

106.5. the introduction of new benefits or rewards or change to the nature and scope, or rules for earning, benefits or rewards;

106.6. the need to prevent breach of the law or the Terms and Conditions, or take measures to prevent abuses;

106.7. the need to resolve unclear issues or doubts as to interpretation;

106.8. the introduction of new functionalities in the Mobile Application;

106.9. transformation of the Organiser (change of legal form), change to the name (name under which it trades) of the Organiser, details entered in registers, identification numbers, address and contact details, URL address, or of the e-mail address or telephone number given in the Terms and Conditions.

107. The Organiser posts information about amendments to the Terms and Conditions or issuance of new terms and conditions on the Program Web Site and sends notice to the e-mail address given in connection with membership of the Program, and provides the amended Terms and Conditions or new terms and conditions. The notice of change to the Terms and Conditions or issuance of new terms and conditions will state the time period after which the change comes into effect, while this time period will be no less than 21 (twenty-one) days from the day notice is provided. The relevant information is also available sufficiently in advance at Starbucks Coffeehouses. The amended Terms and Conditions or new terms and conditions for the Program apply to Members unless they cancel membership of the Program prior to the day on which the amendment comes into effect.

108. The Organiser may end the Program at any time for valid reasons such as changes to generally applicable law or changes to interpretation of law by courts or public authorities which directly affect the Program and require it to be discontinued; issuance of a ruling or decision by a court or public authority which requires that the Program be discontinued; risk of insolvency or bankruptcy of the Organiser; economic insolvency of the Program or replacement of the Program with other forms of promotional measures taken by the Organiser. In such a case, the Program will come to an end at the time stated in the notice of discontinuance of the Program, having regard for section 6 below.

109. The Organiser will post information about discontinuance of the Program on the Program Web Site and send notice to Members to the e-mail address given in connection with membership of the Program, stating the time period after which the Program will come to an end, while this time period will be no less than 90 (ninety) days from the day notice is provided (unless the Organiser is required to apply a shorter time limit under a mandatory provision of law). The relevant information is also available sufficiently in advance at Starbucks Coffeehouses.

110. Amendments to the Terms and Conditions, amendments to the terms and conditions, or discontinuance of the Program will not affect rights previously acquired by Members. In particular, active Starbucks Cards can continue to be used once the Program has come to an end as a gift card as provided for in separate terms and conditions for the Starbucks Card.

111. These Terms and Conditions are available at the registered office of the Organiser, at Starbucks Coffeehouses, and in electronic form on the Program Web Site:
<http://www.starbucks.pl/about-card/learn-more/regulations> (and can also be downloaded as a PDF file) and in the Mobile Application.

112. The Organiser may conduct additional promotional campaigns aimed at Members from time to time, according to the rules and conditions laid down in separate terms and conditions.

113. In cases in which additional services are introduced which are connected with the Program, and those services are not subject to these Terms and Conditions, the Organiser may stipulate the rules and conditions for using those services in separate terms and conditions.

114. The rules for the Program are laid down in the Terms and Conditions and generally applicable laws of the Republic of Poland.

