

# Starbucks Card terms and conditions

## § 1. Key definitions

1. The Starbucks Card (Starbucks to be referred to further as the **"Issuer"**) is issued 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.
2. **"Starbucks Card"** (or the **"Card"**) means a pre-paid electronic gift card issued solely for use by the named holder, entitling the User to perform transactions in Starbucks Coffeehouses located within the Republic of Poland. The Starbucks Card may take the following forms:
  - 2.1. a plastic card,
  - 2.2. a digital card (option available only to members in the "Starbucks Rewards" program).
3. **"Starbucks Coffeehouse"** means the Issuer's traditional high street stores located in the Republic of Poland owned by the Starbucks chain and featured on the list posted on the Issuer's web site (<http://www.starbucks.pl/store-locator/search>).
4. The "Starbucks Rewards" program (formerly known as "My Starbucks Rewards") is a loyalty program run by the Issuer under which the holder of a Starbucks Card receives specific benefits. The rules applicable to the "Starbucks Rewards" program are laid down in separate terms and conditions which are available at Starbucks Coffeehouses and in electronic form on the Issuer's web site (<http://www.starbucks.pl/about-card/learn-more/regulations>).
5. **"Customer"** means a person or entity which purchases a Starbucks Card from the Issuer for the purpose of using the Card in its own name, as a User, or for the purpose of transferring the Card to another User.
6. **"User"** means 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, not including persons fully deprived of legal capacity), who has purchased a card from the Issuer as a Customer and uses the card in their own name, or to whom the Customer has transferred a card for use by that person. A person with limited legal capacity may be a User of a Starbucks Card upon the consent of their statutory representative (for example a parent).
7. **"Transaction"** means payment made using the Starbucks Card at a Starbucks Coffeehouse or the loading of monetary value on a Starbucks Card (and this includes the first time monetary value is loaded when purchased).

## § 2. General provisions and main services provided by the Issuer

1. The Starbucks Card is issued as a gift card, while the main service provided by the Issuer is the possibility of making a transaction using the card in the meaning of § 1 section 7 of these terms and conditions. Due to the nature of the service provided by the Issuer and the nature of a gift card registered personally to the bearer, the balance loaded on a Starbucks Card is non-refundable – except in the cases described in these terms and conditions (§ 9 sections 6-8) – in the event of dissolution, service of notice of termination, or expiry of a contract for use of a Starbucks Card, or in the event that the card ceases to be valid.
2. Purchase of a Starbucks Card by a Customer also constitutes at the same time conclusion of a contract between the Issuer and the Customer for use of a Starbucks Card. These terms and conditions constitute general conditions of a contract for use of a Starbucks Card between the Issuer and the Customer. These terms and conditions are also applicable to use of a Card by a User who did not purchase the Card from the Issuer.

3. A Starbucks Card which is in the form of a plastic card is issued by the Issuer at Starbucks Coffeehouses. A plastic Starbucks Card is issued subject to the condition that the minimum monetary value that can be loaded onto the Card is PLN 20 and the maximum monetary value is PLN 1000.
4. A Starbucks Card in digital form (this applies solely to members of the "Starbucks Rewards" program) is generated online on the Issuer's web site or also using the "Starbucks CEE" mobile application according to the procedure laid down in separate terms and conditions for the "Starbucks Rewards" program.
5. Issuance of a Starbucks Card is not a sale subject to VAT in the meaning of currently applicable tax legislation.
6. A Starbucks Card is activated automatically the first time a Customer uses the card in a Starbucks Coffeehouse or by making use of other options provided by the Issuer. In cases in which a new card is issued to replace a card that has been lost (this applies to members of the "Starbucks Rewards" program), in cases of wholesale purchase of cards, or in other justified cases (for example when a Customer which is a business orders a card in order to give them to Users as gifts) the Issuer will activate the card before delivering it to a Customer or User.
7. The Issuer will accept valid Starbucks Cards for a User to use in Starbucks Coffeehouses, except as provided for in § 9 sections 10-11 of these terms and conditions.
8. By transferring a Starbucks Card to a User other than the Customer, the Customer authorises the User to make any transactions associated with the card which the User is permitted to perform. In particular, the Customer authorises the other User to use the value on the Starbucks Card and authorises the User to register that card in the "Starbucks Rewards" program (provided that the card is not yet registered). A Customer who allows use of their Starbucks Card is under an obligation to make sure that the User of the Card meets all of the obligations and requirements provided for in these terms and conditions, and that the User has read these terms and conditions.

### **§ 3. Starbucks Card**

1. A Starbucks Card is an electronic gift card and is not electronic money or a payment card in the meaning of currently applicable law.
2. A Starbucks Card cannot be used to make cash withdrawals.
3. A User who registers their card in the "Starbucks Rewards" program has additional Starbucks Card entitlements. These entitlements are specified in separate terms and conditions for the "Starbucks Rewards" program.
4. A Starbucks Card is valid and remains active for 12 (twelve) months from the day of the most recent transaction made using the card. The monetary value on the card expires at the end of this period.
5. A Starbucks Card is identified by way of a unique card number.
6. A Starbucks Card is registered personally to the bearer. The person bearing the card is assumed to be the User.
7. The maximum balance that can be held on a Starbucks Card is PLN 1000.
8. No interest will accrue on funds loaded onto a Starbucks Card.

### **§ 4. Using and loading value onto Starbucks Card**

1. A Starbucks Card is used for making payment for goods or services at Starbucks Coffeehouses using the funds loaded onto the card. The relevant amount is deducted from the balance on the card at the moment of payment.

2. A Starbucks Card can only be used in Starbucks Coffeehouses located in the Republic of Poland which are featured on the list posted on the Issuer's web site at (<http://www.starbucks.pl/store-locator/search>).
3. A Starbucks Card can be used to pay for any goods or services which are available at Starbucks Coffeehouses but cannot be used to purchase or load value onto another Starbucks Card.
4. The Issuer only accepts original plastic Starbucks Cards or cards presented using the "Starbucks CEE" mobile application.
5. A Starbucks Card which has not been activated or which has passed its expiry date is invalid and cannot be used.
6. In cases in which the price of goods or services exceeds the balance loaded onto a Starbucks Card, the remaining amount may be paid in cash, by payment card or by other means of payment accepted in the Starbucks Coffeehouse in question. It is also possible to divide payment made at a Starbucks Coffeehouse between the value loaded onto the Starbucks Card and cash, a payment card, or other means of payment accepted in the Starbucks Coffeehouse in question.
7. A User can use a Starbucks Card to make payments multiple times as of the moment the card is activated until the value loaded onto the card is used up (having regard for § 3 section 4 of these terms and conditions).
8. A User can load value onto a Starbucks Card at a Starbucks Coffeehouse. To do this, the User should present the Starbucks Card and pay the amount of their choosing at a point-of-sale register (in cash or by payment card) of a minimum of PLN 20 and a maximum of PLN 1000, having regard for § 3 section 7 of these terms and conditions. The value loaded is automatically added to the balance on the Starbucks Card.
9. A Starbucks Card registered by a User in the "Starbucks Rewards" program can also be topped up according to the procedure laid down in the terms and conditions for the program.
10. The Issuer will decline payment using a Starbucks Card in the following cases:
  - 10.1. The period of validity of the card has expired (§ 3 section 4 of these terms and conditions),
  - 10.2. the balance on the card is zero,
  - 10.3. the card is damaged, rendering it unusable.
11. The Issuer gives notice that in certain cases it may not be possible to use a Starbucks Card due to reasons for which the Issuer is not responsible and which the Issuer is unable to prevent despite exercising due diligence, such as telecommunications connection issues or power cuts.
12. In cases in which a User returns a product purchased using a Starbucks Card (for example withdrawal from a contract of sale as provided for in regulations on the statutory warranty, return of a product which is not faulty at the Issuer's discretion), a cash refund cannot be made on a Starbucks Card. In such a case, the Issuer can offer the User a refund made on a special pre-paid card of the Issuer, topped up with the relevant amount (the "pre-paid card"). The pre-paid card is not a Starbucks Card. Detailed information about this is printed on the pre-paid card.

#### **§ 5. Payment clearance and balance on a Starbucks Card**

1. Unless the contract between a Customer and the Issuer provides otherwise, a Customer will receive from the Issuer, upon request, at the moment of issue of a Starbucks Card, an accounting note which is proof of purchase of the card and confirmation of the value loaded onto the card.
2. In order for an accounting note to be issued bearing the Customer's details, the Customer should provide the Issuer with the relevant information needed to issue the accounting note.
3. A User can check the value currently loaded onto a Starbucks Card at any time directly at a Starbucks Coffeehouse or by sending an e-mail to [starbuckscardpl@amrest.eu](mailto:starbuckscardpl@amrest.eu), giving the details of the Starbucks Card, including the card number and security code (in the case of a plastic card the security code can be found on the back of the card; in the case of a digital card the security

code is sent by e-mail once the card is created). Members of the "Starbucks Rewards" program also have the option of checking the balance on their registered card by logging in to their account on the program web site (<https://card.starbucks.pl>) or using the "Starbucks CEE" mobile application.

## § 6. Disabling a card

1. In order to keep funds on a Starbucks Card secure, the Issuer may disable a registered Starbucks Card:
  - 1.1. for justified reasons relating to security of a Starbucks Card, or
  - 1.2. if there is reason to believe that unauthorised use of a Starbucks Card has occurred or that an unauthorised transaction has been performed intentionally using a Starbucks Card.
2. The Issuer will notify a User of a registered Starbucks Card prior to the card being disabled, and, where this is not possible – promptly upon the card being disabled. Notice is provided via means of contact available in the given circumstances: by e-mail, SMS, a message generated by a terminal in which the card is used, or verbally by a Starbucks Coffeehouse employee, the first time an attempt is made to use a disabled Starbucks Card, unless there are grounds for not providing this information for security reasons or providing this information is prohibited by law.
3. Upon receipt of the appropriate request from a User, or if the grounds for disabling a Starbucks Card have ceased to exist, the Issuer will promptly reactivate a registered Starbucks Card or replace the card.
4. In cases in which unauthorised access has been obtained or could have been obtained to a registered Starbucks Card, including, without limitation, due to loss, theft, or misappropriation, the User who registered the card in the "Starbucks Rewards" program is required, if the circumstances described above are found to have occurred or are suspected to have occurred, to promptly request that the card be disabled, as provided for in the "Starbucks Rewards" program terms and conditions.
5. If a Starbucks Card is disabled as provided for in sections 1 or 4 above, the remaining balance on the card at the time the Starbucks Card is disabled, and in the case described in section 4 above – at the time this is reported, will be frozen and can be loaded onto a replacement card, in accordance with the rules laid down in the "Starbucks Rewards" program terms and conditions.

## § 7. Complaint handling

1. Complaints about Starbucks Cards can be submitted directly at a Starbucks Coffeehouse during Starbucks Coffeehouse opening hours, by sending a letter to the address of the Issuer ("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 by e-mail to [starbuckscardpl@amrest.eu](mailto:starbuckscardpl@amrest.eu) (writing in the subject line "Karta Starbucks – reklamacja" (recommended), while stating the subject matter is not compulsory).
2. The complaint should state the first name and surname and the number of the Starbucks Card of the person submitting the complaint (if they have that number), address for correspondence or e-mail address, the grounds for the complaint, and the remedy being sought.
3. The Issuer will review complaints in accordance with these terms and conditions and with laws generally applicable in the Republic of Poland.
4. A response to a complaint will be provided within 30 days of receipt of the complaint by the Issuer (unless a shorter time limit applies under a mandatory provision of law). The response will be provided in a letter or by e-mail, according to the form in which the complaint was made.
5. The complaint procedure is used on a voluntary basis.

## § 8. Information for consumers concerning distance contracts

1. A Customer who is a consumer who has entered into a distance contract for use of a Starbucks Card (this applies to a digital Starbucks Card, which can be generated as provided for in the "Starbucks Rewards" program terms and conditions), is entitled to withdraw from that contract for convenience upon written notice within 14 days of the day on which the contract was entered into or of the day of confirmation by the Issuer on a durable medium of the information required under the Act of 30 May 2014 on Consumer Rights, if this occurs later. This time limit is considered observed if the notice is sent within that time (the address to which the notice of withdrawal should be sent is the address of the registered office of the Issuer: "AmRest Coffee" sp. z o.o., Plac Grunwaldzki 25-27, 50-365 Wrocław, marked (recommended) "Biuro Obsługi Klienta"). The Consumer is not charged for the cost of withdrawal except for the costs described below.
2. In cases of withdrawal from the contract, the contract is deemed not to have been concluded and the consumer is released from any obligations. Anything the parties have furnished shall be returned unaltered, except where a change was necessary in the ordinary course of business.
3. Where provision of a service commences, with the consumer's consent, before the time limit described in section 1 above expires, the Issuer may request payment for the service actually provided. If a consumer withdraws from a distance contract for a Starbucks Card, payments made using that card are non-refundable.
4. A consumer does not have the right to withdraw from a contract in cases in which the contract has been performed completely at the consumer's request before the time limit described in section 1 above expires.
5. The relationship between the Issuer and a consumer prior to conclusion of a contract governed by these terms and conditions, and the conclusion and performance of a contract governed by these terms and conditions which is concluded between the Issuer and a consumer, are governed by Polish law. A consumer who has their regular place of stay outside of the Republic of Poland cannot meanwhile be deprived of the protection to which they are entitled under the laws of the country in which they have their regular place of stay, and these laws cannot be contractually excluded and are mandatory under international law.

## § 9. Final provisions

1. The data controller with respect to personal data of Customers and Users which is processed in connection with performance of a contract for a Starbucks Card is the Issuer, "AmRest Coffee" sp. z o.o. with its registered office in Wrocław (50-365), Plac Grunwaldzki 25-27. The data is processed for the purpose of performance of a contract and for enabling the exercise of rights specified in these terms and conditions, including handling of complaints. The data is provided on a voluntary basis but is necessary in order to exercise the rights described above. Data subjects have the right to access and correct their data.
2. These terms and conditions are governed by generally applicable laws of the Republic of Poland.
3. These terms and conditions are available in electronic form on the Issuer's web site at: <http://www.starbucks.pl/about-card/learn-more/regulations> (and can also be downloaded as a PDF file). These terms and conditions are also available in Starbucks Coffeehouses.
4. The Issuer may amend these terms and conditions or issue new terms and conditions for Starbucks Cards for valid reasons such as:
  - 4.1. changes to generally applicable law which directly affect these terms and conditions and require that they be amended;
  - 4.2. changes to interpretation of law by courts or public authorities which directly affect these terms and conditions and require that they be amended;
  - 4.3. issuance of a ruling or decision by a court or public authority which directly affects these terms and conditions and requires that they be amended;
  - 4.4. the introduction of new functionalities on the Starbucks Card;

- 4.5. the need to prevent breach of the law or terms and conditions, or take measures to prevent abuses;
  - 4.6. the need to resolve unclear issues or doubts as to interpretation;
  - 4.7. transformation of the Issuer (change of legal form), change to the name (name under which it trades) of the Issuer, details entered in registers, identification numbers, address and contact details, URL address, or of the e-mail address given in the terms and conditions.
5. The Issuer posts information about amendments to these terms and conditions or issuance of new terms and conditions on the web site [www.starbucks.pl](http://www.starbucks.pl), stating the time period after which the amendment will come into effect. This time period will be no less than 21 days from the date on which information about the amendment is posted. At the same time, members of the "Starbucks Rewards" program are notified of amendments to these terms and conditions or issue of new terms and conditions by e-mail to the address given in connection with membership of the program (the e-mail message is sent no less than 21 days prior to the day on which the amendment comes into effect). The relevant information is also available sufficiently in advance at Starbucks Coffeeshouses. Amendments to terms and conditions or new terms and conditions are binding for Customers or Users unless they serve notice of termination of a contract for use of a Starbucks Card prior to the day on which the amendment comes into effect (section 6 below).
6. A Customer or User who, in the case described in sections 4-5 above, wishes to exercise the right to serve notice of termination of a contract for use of a Starbucks Card in connection with an amendment to these terms and conditions or issuance of new terms and conditions should, prior to that amendment or new terms and conditions coming into effect:
- 6.1. send their plastic card back to the Issuer ("AmRest Coffee" sp. z o.o., Plac Grunwaldzki 25-27, 50-365 Wrocław, marked (recommended) "Biuro Obsługi Klienta – zwrot karty") with notice in writing of cancellation of the card, giving details necessary to refund the remaining balance as provided for in section 7 below (first name and surname and account to which transfer should be made) – in such a case, whether the time limit for serving notice of termination prior to the amendment to the terms and conditions coming into effect is observed depends on the date on which the letter is mailed;
  - 6.2. in the case of a digital card – delete their user account (and this includes the digital card registered to that account) on the "Starbucks Rewards" program web site and send notice in writing to the address of the Issuer ("AmRest Coffee" sp. z o.o., Plac Grunwaldzki 25-27, 50-365 Wrocław, marked (recommended) "Biuro Obsługi Klienta – zwrot karty") or by e-mail to [starbucks-cardpl@amrest.eu](mailto:starbucks-cardpl@amrest.eu), stating the card number, card security code, and details necessary to refund the remaining balance as provided for in section 7 below (first name and surname and account to which transfer should be made) – in cases of mail, whether the time limit for serving notice of termination prior to the amendment to the terms and conditions coming into effect is observed depends on the date on which the letter is mailed.
7. The notice of termination described in section 6 above is effective immediately, and with respect to a card registered in the "Starbucks Rewards" program, the notice also ends membership in that program. Funds remaining on a Starbucks Card which have not expired as provided for in § 3 section 4 of these terms and conditions are refunded to the eligible person by transfer to the account specified in the notice of cancellation of the card, except as provided for in section 8 below. The refund is made promptly and no later than 14 days from the day on which the Issuer receives the notice described in section 6 below.
8. A person eligible for a refund as provided for in section 7 above is considered to be:
- 8.1. with respect to a Starbucks Card registered in the "Starbucks Rewards" program – the User who registered the card being returned and served the notice of termination. The identity of the User is verified on the basis of data provided in connection with membership of the "Starbucks Rewards" program.
  - 8.2. with respect to a Starbucks Card not registered in the "Starbucks Rewards" program – the bearer to whom the card being returned is registered in person, who served the notice of termination. The Issuer is not under an obligation to conduct enquiries to ascertain whether

that person to whom the card is registered in person is in fact entitled to a refund, while the Issuer may stop the refund in cases of reasonable doubt as to whether that person to whom the card is registered in person is entitled to the refund. Stoppage of a refund is carried out in accordance with currently applicable law.

9. Without prejudice to sections 6-8 above, a Customer or User may in addition serve notice of termination of a contract for use of a Starbucks Card at any time for convenience. To do this, it is sufficient to return the plastic Starbucks Card to any Starbucks Coffeehouse or – in the case of a digital Starbucks Card – delete their user account (including the digital card) on the “Starbucks Rewards” program web site. For the avoidance of doubt, in such a case, provisions on refunds described in sections 7-8 above do not apply. Notice of termination takes effect immediately, and with respect to a card registered in the “Starbucks Rewards” program, also brings membership of that program to an end.
10. Due to a valid reason, being withdrawal of the Starbucks Card from the Issuer’s product range, the Issuer may discontinue issuance of new Starbucks Cards, and the Issuer will post information about this on the web site [www.starbucks.pl](http://www.starbucks.pl). The relevant information will also be made available sufficiently in advance at Starbucks Coffeehouses. Members of the “Starbucks Rewards” program will receive an e-mail notification sent to the address given in connection with membership of the program that new Starbucks Cards will no longer be issued.
11. Due to a valid reason, being withdrawal of the Starbucks Card from the Issuer’s product range, the Issuer may, at any time, discontinue the option of making transactions using the Starbucks Card (having regard for clauses 11.1-11.2 below), and will post information that they are being discontinued on the [www.starbucks.pl](http://www.starbucks.pl) web site. This will constitute notice of termination by the Issuer of a contract on use of a Starbucks Card. The relevant information will also be made available sufficiently in advance at Starbucks Coffeehouses. In addition, Members of the “Starbucks Rewards” program will receive an e-mail notification sent to the address given in connection with membership of the program that the option of making transactions using the Starbucks Card has been discontinued. In such a case:
  - 11.1. it will be possible to top up a Starbucks Card until the end of the time limit specified by the Issuer, but this time limit will be no less than 3 (three) months from the posting of the notice described above (unless the Issuer is required to apply a shorter time limit under a mandatory provision of law);
  - 11.2. it will be possible to make payment using a Starbucks Card until the end of the time limit specified by the Issuer, but this time limit will be no less than 12 (twelve) months from the posting of the notice described above (unless the Issuer is required to apply a shorter time limit under a mandatory provision of law).
12. In cases in which additional services relating to the Starbucks Card are introduced which are not subject to these terms and conditions, the Issuer may specify the rules for and conditions for use of those services in separate terms and conditions.