Starbucks Rewards™ Receipt Verification Program Terms & Conditions

Effective Date: September 1, 2018

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE STARBUCKS REWARDS RECEIPT VERIFICATION PROGRAM (“RECEIPT PROGRAM”), YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS AND ALL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT PARTICIPATE IN THE RECEIPT PROGRAM.

These Terms and Conditions apply to your access to, and participation in, the Receipt Program, which is operated by Starbucks Corporation, or its respective subsidiaries, licensees, and affiliated companies (collectively, “Starbucks”) in the fifty (50) United States, District of Columbia and the Commonwealth of Puerto Rico and administered by Snipp Interactive (“Snipp” or “Administrator”). These Terms and Conditions do not alter in any way the terms or conditions of any other agreement you may have with Starbucks for other products and services, such as the Starbucks Rewards program. Starbucks reserves the right to change, modify and/or eliminate the Receipt Program and/or all or any portion of these Terms and Conditions or any policy, FAQ, or guideline pertaining to the Receipt Program at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to www.starbucks-stars.com, and you waive any right you may have to receive specific notice of such changes or modifications. Your participation in the Receipt Program confirms your acceptance of these Terms and Conditions and any such changes or modifications; therefore, you should review these Terms and Conditions and applicable policies and FAQs frequently to understand the terms and conditions that apply to the Receipt Program. If you do not agree to the Terms and Conditions, you must stop participating in the Receipt Program.

1. SPONSOR: Starbucks Corporation, 2401 Utah Avenue South, Seattle, WA 98134
ADMINISTRATOR: Snipp Interactive, 1605 Connecticut Ave NW, Washington, DC 20009

2. ELIGIBILITY: The Receipt Program is open to legal residents in the fifty (50) United States of America, District of Columbia or Puerto Rico who are 18 years of age or older at the time of Receipt Program registration and have capacity to enter into a binding contract, and who are members of the Starbucks Rewards loyalty program. The Receipt Program is void elsewhere and where prohibited by law, rule, or regulation.

3. HOW TO BECOME A STARBUCKS REWARDS MEMBER AND REGISTER FOR THE RECEIPT PROGRAM:
To become a member of the Starbucks Rewards loyalty program (“Member”), you must visit https://www.starbucks.com/account/signin and follow the instructions to create an account. Once a Member, sign in to your account and follow the link to enter a receipt, which will take you to www.starbucks-stars.com (the “Website”). Once you arrive at the Website, follow the onscreen instructions to register for the Receipt Program by completing the registration form with your true and correct information in the required fields (required fields include: E-mail Address and Mobile Phone Number) and creating a receipt verification member account on the Website (“Member Account”). Once registration is complete, you are able to participate in the Receipt Program. You are able to terminate your Member Account at any time on the Website. Limit of one (1) Member Account per person and
per email address. You cannot participate in the Receipt Program until you register for a Member Account on the Website.

4. HOW TO PARTICIPATE AND EARN STARS ON QUALIFYING PRODUCTS: Purchase at least one (1) of the Qualifying Starbucks Products (as defined and listed in the Appendix below) from any retailer, excluding purchases within Starbucks® stores. Submit a photo of the valid receipt confirming your purchase of Qualifying Starbucks Products within 60 days of your valid purchase transaction to earn Stars. Upon validation of a receipt, the appropriate number of Stars will be deposited in your Starbucks Rewards loyalty account. For each Qualifying Starbucks Product purchased, you will earn Stars as detailed within the link in Section 13 below.

Only receipts from purchases made inside the fifty (50) United States, District of Columbia or Puerto Rico are eligible for Stars. Stars awarded for Qualifying Starbucks Products on a receipt submission will only be credited to one Member Account. In the event that a receipt cannot be fully validated, Starbucks expressly reserves the right to award Stars at its discretion.

Eligible customers may also earn Stars through participation in promotional programs offered at select retailers. These promotional programs have separate and additional terms and conditions governing how Stars may be earned and may include additional qualifying products in accordance with those terms.

5. SUBMITTING YOUR RECEIPT: Members can submit their receipt(s) using any of the three (3) methods detailed below:

a) Upload a photo of your receipt by texting the keyword “REWARDS” to 811811 to receive a text message with instructions. Members will first receive a text message with disclosure for receipt of up to ten (10) automated promotional text messages to the number provided, along with instructions for receipt submission. Limit of 160 characters per text; b) Email a photo of your receipt(s) to rewards@starbucks-stars.com; OR c) Upload a photo of your receipt(s) at www.starbucks-stars.com.

All receipt submissions received will be reviewed and validated by Administrator within approximately forty-eight (48) hours. Only photo(s) of receipt(s) that clearly display the store name, date of purchase, item(s) name, product code/SKU, and product prices will be considered an eligible receipt for the purpose of qualifying for Stars. Members should keep their receipt(s) as Starbucks reserves the right to require a Member to provide original receipt for verification purposes upon request. Limit of (5) receipt uploads per hour. Starbucks reserves the right to limit the number of receipts uploaded on a daily basis, or alter or modify any posted receipt upload limits, at any time without prior notice. It is your responsibility to check the Website and/or these Terms and Conditions for any changes made to the limitation of receipts that may be uploaded.

You may receive a reply indicating your submission is not valid and instructions for re-submission, if applicable.

You must submit your receipts within sixty (60 days) from date of purchase. All receipts uploaded are subject to verification at the sole discretion of Starbucks and its authorized agents. Starbucks may, in its sole and absolute discretion, determine any receipt to be void for any reason including but not limited to the following: (i) receipt fails to pass anti-fraud detection measures; (ii) is unauthorized, fake, or has been illegitimately obtained; (iii) contains any messages, code or other markings not recognized by the
administrator; (iv) contains printing or other errors; (v) is illegible, unreadable or blank; (vi) has been previously used; (vii) reflects the use of more than an authorized number of receipts for the Qualifying Starbucks Product purchase; or (viii) is incorrectly or incompletely entered or submitted; (ix) is not submitted in its entirety; (x) does not include the date and time. Receipts obtained through unauthorized means or illegitimate channels will be void. Receipts cannot be sold, traded, auctioned, or bartered; all of which will be void. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs, or organizations will be void. All requests become the property of Released Parties (defined below) and will not be returned. Fraudulent submission could result in federal prosecution under mail fraud rules and regulations.

6. STAR RESTRICTIONS: Please see www.starbucks.com/terms for information about Star expiration and other restrictions. Stars are non-transferable to other Member Accounts and cannot be combined with or shared with any other Member Account. Stars do not constitute property, do not entitle a Member to a vested right or interest, and have no cash or monetary value. Starbucks expressly reserves the right to establish additional means of accruing Stars, to delete any or all the means currently in effect and to specify periods after which unused Stars will be forfeited. Stars can be accrued only for receipts submitted for purchases completed by you, as determined by Starbucks, and can be applied only to your Member Account. If for any reason your Member Account or Starbucks Rewards account is terminated by either you or the Starbucks, all your unused Stars accrued will be forfeited. Rewards may be redeemed at participating Starbucks stores only and exclude alcoholic beverages and multi-serve food and beverage items. For details, see Starbucks.com/terms.

7. TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS: Standard message and data rates may apply for all receipts submitted via text messaging. By texting “REWARDS” to 811811, you consent to receive up to ten (10) promotional text messages (pertaining only to this Program) via an automatic telephone dialing system to the number you provided from Snipp on behalf of Starbucks. Your consent to the above is not required to make a purchase. You may text HELP to 811811 at any time for help, or text STOP to opt-out. Carrier specific charges for text messages may apply, including error messages, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement. SMS may not be available for all service providers or for all handsets. Cellular phone carrier’s instructions for text messaging may be different. Check your phone capabilities and service provider for specific instructions. Starbucks makes no guarantee that any particular wireless service provider will be compatible with this Receipt Program. Participant is responsible for all applicable fees and taxes associated with Receipt Program participation. Starbucks, in its sole discretion, may add or delete a cellular carrier at any time, without notice.

8. RELEASE OF LIABILITY: By participating in the Receipt Program, all participants on behalf of themselves, their executors, heirs and assigns, agree to release, discharge, indemnify and hold harmless Starbucks Corporation and their respective subsidiaries and affiliates, Snipp and their respective parents, subsidiaries, affiliates, Reward providers, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, “Released Parties”) from any and all liability, claims or actions of any kind whatsoever for injury, loss, damage, or any special, exemplary, punitive, indirect, incidental or consequential damages of any kind (including without limitation lost profits or lost savings), whether based on contract, tort, strict liability or otherwise, that arises out of or is in any way connected with participation in the Receipt Program or out
of the acceptance, use, misuse or possession of any product or service attained through this Receipt Program.

Released Parties (as such term is defined below) are not responsible for late, lost, inaccurate, incomplete, stolen, damaged, delayed, or undelivered Stars. Released Parties are not responsible for any computer related malfunction that prevents the recipient from accessing the Website or receiving their Stars. All Stars and your participation in the Starbucks Rewards loyalty program are subject to Starbucks Terms of Use, available at www.starbucks.com/terms.

9. NO WARRANTY: Starbucks makes no warranty of any kind regarding the Receipt Program, which his provided on an “as-is” and “as available” basis. Starbucks expressly disclaims any representations or a warranty that the Receipt Program will be error-free. Starbucks further disclaims any warranty as to the accuracy, completeness and timeliness of any content or information distributed with respect to the Receipt Program. Starbucks expressly disclaims all warranties and conditions, including implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade. Some jurisdictions do not allow the disclaimer of implied warranties, so this warranty disclaimer may be limited in its applicability to you.

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

11. GOVERNING LAW; DISPUTES: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, or the rights and obligations of Receipt Program participants, Members and Starbucks in connection with this Receipt Program (each, a “Dispute”), shall be governed by, and construed in accordance with, the laws of the State of Washington without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Washington or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than State of Washington. Any action seeking legal or equitable relief arising out of or relating to the Receipt Program or any Dispute shall be brought only in the courts of the State of Washington. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE RECEIPT PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, STARBUCKS RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS’ FEES) AND OTHER REMEMDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.
12. LIMITATIONS OF LIABILITY: The Released Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, submissions, Rewards, Stars, redemptions, or emails; (b) any incorrect or inaccurate registration information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Receipt Program; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Receipt Program; (e) inaccessibility or unavailability of the Internet or the Website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Receipt Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Receipt Program, the processing of registrations, submissions, Star redemptions, or in any other Receipt Program-related materials; or (f) any injury or damage to Members or to any other person's computer which may be related to or resulting from any attempt to participate in the Receipt Program. If, for any reason, the Receipt Program (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Receipt Program, then the Program Entities reserve the right at their sole discretion to cancel, terminate, modify or suspend the Receipt Program in whole or in part.

13. PRIVACY POLICY: Any personally identifiable information collected during participation in the Receipt Program will be collected by Starbucks or their agents, and used by Starbucks and Snipp and their respective affiliated companies and agents for administration and fulfillment of this Receipt Program as described in these Terms and Conditions, and in accordance with, as applicable, Snipp’s Privacy Policy as stated at http://www.snipp.com/privacy-policy/ and Starbucks’ Privacy Policy as stated https://www.starbucks.com/about-us/company-information/online-policies/privacy-policy.