Starbucks Rewards™ Canadian Receipt Verification Program Terms & Conditions

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.

VOID WHERE PROHIBITED OR RESTRICTED. Starbucks Rewards Canadian Receipt Verification Program ("Program") begins at 12:00:00 AM Eastern Time ("ET") on May 1, 2017 and will remain in effect until terminated by Sponsor as determined in Sponsor's sole discretion.

- SPONSOR: Starbucks Corporation, 2401 Utah Avenue South, Seattle, WA 98134
 ADMINISTRATOR: Snipp Interactive, 1605 Connecticut Ave NW, Washington, DC 20009
- **2. TIMING**: The Program begins at 12:00:00 AM ET on May 1, 2017 and will be ongoing except as such Program Period may be modified, in Sponsor's sole discretion. Sponsor reserves the right to shorten, extend, suspend, modify, or cancel the Program, at its discretion, at any time.
- 3. ELIGIBILITY: The Program is open to legal residents of Canada, including Quebec, who are 18 years of age or older at the time of Program registration and who are members of the Starbucks Rewards™ loyalty program. By participating, you agree to these Terms and Conditions and to the decisions of the Sponsor and/or the Administrator as defined below ("Program Entities"), whose decisions are final and binding in all respects. Void in all other territories and where prohibited by law, rule or regulation. All applicable federal, state and local laws and regulations apply.
- 4. HOW TO BECOME A STARBUCKS REWARDS MEMBER AND REGISTER FOR THE PROGRAM: To become a member of the Starbucks Rewards™ loyalty program ("Member"), you must visit https://www.starbucks.ca/account/create and follow the instructions to enroll. Once a Member, sign in to your account and follow the link to enter a receipt, which will take you to http://www.starbucks-stars.ca(the "Website"). Once you arrive at the Website, follow the onscreen instructions to register for the Program by completing the registration form with your true and correct information in the required fields (required fields include: E-mail Address and Phone Number) and creating a member account on the Website ("Member Account"). Once registration is complete, you are able to participate in the Program. You are able to terminate your Member Account at any time on the Website. Limit of one (1) Member Account per person. You cannot participate in the Program until you register for a Member Account on the Website.
- 5. HOW TO PARTICIPATE AND EARN STARS ON QUALIFYING PRODUCTS: Purchase at least one (1) of the Qualifying Starbucks Products* (listed in the Appendix below) from any retailer, excluding online purchases, purchases within Starbucks® stores. Submit a photo of the valid receipt confirming your purchase of Qualifying Starbucks Products 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 16 below.

Only receipts from purchases made inside legal residents of Canada, including Quebec, who are 18 years of age or older at the time of Program registration and who are members of the Starbucks Rewards™ loyalty program are eligible for Stars. Stars awarded for Qualifying Starbucks Products on a receipt submission will only be credited to one Member Account. To earn Stars which will be added to your Member Account and may apply toward Rewards (as defined below). Stars will be applied approximately three (3) days after confirmation of a successful receipt submission. Photo(s) of receipt(s) must clearly show the receipt in its entirety. Members should keep their receipt(s) as Sponsor reserves the right to require a Member to provide original receipt for verification purposes upon request.

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.

- **6. SUBMITTING YOUR RECEIPT**: Members can submit their receipt(s) using any of the two (2) methods detailed below:
 - a) Upload a photo of your receipt by texting the keyword "STARS" to 76477 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) Upload a photo of your receipt(s) at www.Starbucks-Stars.ca.
 - All receipt submissions received will be reviewed and validated by Administrator within forty-eight (48) hours. You may receive a reply indicating your submission is not valid and instructions for re-submission, if applicable. Upon validation of a receipt, the appropriate number of Stars will be deposited in your Starbucks Rewards™ account. For each Qualifying Starbucks Product* purchased, you will earn Stars as detailed within the Appendix below.
- 7. STAR RESTRICTIONS: Please see https://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. Sponsor expressly reserves the right to establish additional means of accruing Stars, to delete any or all of 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 actually

- completed by you, as determined by Sponsor, 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 Sponsor, all of your unused Stars accrued will be forfeited.
- 8. STAR ACCRUAL: Upon registration completion, Members must participate by submitting a valid receipt(s) via the methods listed above to earn Stars. In the event of fraud, abuse of privileges, or violation of these Terms and Conditions or the Starbucks Rewards Terms of Use, Sponsor reserves the right to deny participation at any time and to pursue appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion. 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 Sponsor's Terms of Use, available at: https://www.starbucks.com/terms.
- 9. SUBMITTING YOUR RECEIPT: You must submit your receipts within sixty (60 days) from date of purchase. Receipts that cannot be validated for any reason will be rejected. For example only, and not an all-inclusive list, a receipt will be rejected if it: (i) 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. Incomplete receipts that do not show in its entirety and those that do not include the date and time will be void. 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.
- 10. 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

- 11. 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.
- 12. PROGRAM MODIFICATIONS/CONDUCT: The Terms and Conditions will be posted on the Website throughout the Program. Sponsor reserves the right to revise any of these Terms and Conditions at any time by updating this posting. Revisions may include, but are not limited to, the duration of the Program, the methods and number of methods through which you may earn Stars, the number of Stars that may be redeemed, and any of the options made available with respect to your Member Account. Sponsor will use commercially reasonable efforts, in its discretion, to give notice of any material change. By continuing to participate in any part of the Program following the posting of any such change, you are deemed to have agreed to the amended version of these Terms and Conditions and are bound by any such revisions and should therefore periodically visit this Website to review the then current Terms and Conditions to which you are bound. Any failure to comply with these Terms and Conditions, or any attempt to act in a way that is inconsistent with the intent of these Terms and Conditions, or any conduct detrimental to Sponsor, or any misrepresentation, or any fraudulent activities in connection with the Program, or failure to act in a manner consistent with federal, state, provincial or local laws, regulations or ordinances by you may result, in addition to any rights or remedies available to Sponsor in law or equity, in the termination of your Member Account and all Stars accrued and Rewards yet to be redeemed, as determined by Sponsor or its authorized agents, in their sole discretion.
- 13. 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.

- 14. 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 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 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 Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing of registrations, submissions, Star redemptions, or in any other 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 Program. If, for any reason, the 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 Program, then the Program Entities reserve the right at their sole discretion to cancel, terminate, modify or suspend the Program in whole or in part.
- 15. PRIVACY POLICY: Any personally identifiable information collected during participation in the Program will be collected by Program Sponsor or their agents, and used by Program Sponsor and Program Administrator and their respective affiliated companies and agents for administration and fulfillment of this Program as described in these Terms and Conditions, and in accordance with, as applicable, Administrator's Privacy Policy as stated at http://www.snipp.com/privacy-policy/ and Sponsor's Privacy Policy as stated http://www.starbucks.com/aboutus/company-information/online-policies/privacy-policy.
- **16.** APPENDIX. Click here for a list of Qualifying Starbucks https://starbucks-stars.ca/en-ca/qualifying-products