

Terms and Conditions of the Starbucks Rewards loyalty program

§ 1. Preliminary provisions

1. The organizer of the "Starbucks Rewards" loyalty program (formerly: "My Starbucks Rewards") is "AmRest Coffee" Sp. z o.o. with its registered office in Wrocław (53-335), ul. Powstańców Śląskich 15-17, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under KRS number: 0000280347, NIP: 8982116629, with share capital of PLN 121,000,000 (hereinafter: the "Organizer").
2. The program is conducted on the territory of the Republic of Poland with the purpose to promote products and services offered by the Organizer in Starbucks coffee shops.
3. The program runs from January 22, 2013 (although until May 31, 2017, the program was run under the name "My Starbucks Rewards") until further notice.

§ 2. Definitions

1. The definitions used in these Terms and Conditions starting with a capital letter have the following meaning:
 - 1.1. "Mobile App" - the "Starbucks CEE" mobile application available for download free of charge in AppStore and Google Play stores, enabling use of the User Account and Starbucks Card via a mobile device;
 - 1.2. "Registration Form" - the program registration form, available on the program website and in the Mobile App;
 - 1.3. "Starbucks Card" or "Card" - an electronic voucher issued to the bearer, which allows for making purchases at Starbucks Coffee Shops in the Republic of Poland; the rules for using the Starbucks Card are set out in the separate "Starbucks Card Regulations", available on the Organizer's website at <https://www.starbucks.pl/en/regulations>, "Starbucks Coffee Shops" - stationary Starbucks Coffee Shops on the territory of the Republic of Poland, where you can enjoy the rights and benefits provided for in the Program; the list of Starbucks Coffee Shops included in the Program is available on the Organizer's website (<https://www.starbucks.pl/en/store-locator>);
 - 1.4. "User Account" - a set of information and entitlements regarding the Participant and their Starbucks Card, maintained in the Organizer's IT system;
 - 1.5. "the Program" - the "Starbucks Rewards" loyalty program (formerly: "My Starbucks Rewards") operated with a Starbucks Card;
 - 1.6. "Regulations" - these terms and conditions;
 - 1.7. "Program Website" - the official Program website, available at <https://card.starbucks.pl/>, containing information about the Program, benefits and special promotional campaigns, and enabling logging in to the User Account;
 - 1.8. "Participant" - each user with an active Starbucks Card, who has correctly registered in the Program using the Registration Form and who is voluntarily participating in the Program on the terms provided for in these Regulations.

§ 3. Registering in the Program

1. Only a natural person with at least limited legal capacity (including a person between 13 and 18 years of age who is not legally incapacitated) who is the user of an active Starbucks Card may become a Participant in the Program, subject to sections 5-6 below. Persons with limited legal capacity may participate in the Program with the consent of their legal representative (e.g. a parent).

2. Participation in the Program requires correct registration via the Program Website or Mobile App. After registering, an individual User Account is created for the Participant.

3. The registration procedure for plastic Starbucks Card holders via the Program Website consists of the following steps:

3.1. The Participant creates their User Account on the Program Website and proceeds to register their Starbucks Card by entering their e-mail address, selecting a password, entering their individual Card number along with a security code (located under the scratch pad on the Card) and providing further required information on the Registration Form. Correct registration requires providing an e-mail address and the following information: gender (optional), name, surname, address, date of birth (optional), telephone number.

3.2. After correctly filling in and sending the Registration Form to the Organizer's ICT system, the Participant will receive a confirmation e-mail to the e-mail address provided during registration. The activation link provided in the e-mail allows for successfully completing the registration process. The activation link will expire after 24 hours from the moment of sending. If the activation link has expired, the registration procedure must be repeated.

4. The registration procedure for users of plastic Starbucks Cards via the Mobile App consists of the following steps:

4.1. Participants can register in the downloaded and installed Mobile App by entering their e-mail address, setting a password, entering the individual number of their Card with the security code (located under the scratch pad on the Card) and providing further required information on the Registration Form. Correct registration requires providing an e-mail address and the following information: gender (optional), name, surname, address, date of birth (optional), telephone number.

4.2. After correctly filling in and sending the Registration Form to the Organizer's ICT system, the Participant will receive a confirmation e-mail to the e-mail address provided during registration. The activation link provided in the e-mail allows for successfully completing the registration process. The activation link will expire after 24 hours from the moment of sending. If the activation link has expired, the registration procedure must be repeated.

5. Persons who do not have a plastic Starbucks Card, but fulfill the other conditions for participation in the Program set out in these Regulations, may join the Program and generate a virtual Starbucks Card for themselves. In order to generate a virtual Starbucks Card, the appropriate option available on the Registration Form on the Program Website or in the Mobile App should be used. The registration procedure is the same as in the case specified in section 4 above. After creating a User Account, the Card can be topped up. Program Participant can then use the card in accordance with the Regulations. The security code of the virtual Card is sent to the Participant to the e-mail address provided in the Registration Form immediately after registration.

6. Participants with a virtual Starbucks Card under the Program enjoy the same benefits as Participants using the plastic Starbucks Card. The virtual Starbucks Card is assigned to an individual User Account in the Organizer's IT system. In order to make a payment with a virtual Starbucks Card, it is necessary to install the Mobile App on the Participant's mobile device and link the virtual Card to this application, on the terms set out further in the Regulations.

7. Under the Program, Participants receive to their provided contact details (e-mail address or telephone number), as well as via the Mobile App:

7.1. messages regarding their User Account (e.g. information about changes in the status, and balance of the User Account, awards granted, as well as messages on technical matters);

7.2. personalized messages regarding benefits and promotions, dedicated exclusively to Program Participants in accordance with § 6 section 4 point 4.3 of these Regulations.

8. The Organizer also provides you with the option to give consent to receiving commercial information from the Organizer via e-mail regarding ongoing promotions, products and services of the Organizer, as well as promotions, products and services of AmRest Sp. z o.o. Expressing consent is voluntary and is not a condition for participation in the Program. You can withdraw your consent for receiving this commercial information at any time, without affecting the lawfulness of sending commercial information before your withdrawal. To do so, an appropriate request should be sent to the Organizer (to the e-mail address: starbucksardpl@amrest.eu). To withdraw the consent given during registration or as part of the User Account, the Participant may additionally do so by amending the appropriate User Account settings.

§ 4. User Account

1. Under the Program, the Organizer shall manage the User Account by electronic means, free of charge. This service is intended for persons who meet the conditions for participation in the Program, and who registered in accordance with § 3 of these Regulations.

2. The User Account is active for the duration of the Participant's participation in the Program. The contract for the provision of electronic services related to the User Account is concluded upon activation of this account. The participant is not obliged to use the above services for any period of time.

3. The Participant may access their User Account via the Program Website or via the Mobile App. Access to the User Account requires a login (which is an e-mail address) and a password set by the Participant during registration or later changed using the User Account settings.

4. Access to the User Account via the Program Page does not require meeting any specific technical requirements. A personal computer (PC) or a mobile device (tablet, smartphone) with Internet access and a properly configured web browser in the current version will be sufficient.

5. The password to the User Account is confidential and should not be disclosed to third parties.

Disclosing the password to a third party may pose a threat to the privacy or other legally protected interests of the Participant, including the risk of making an unauthorized

transaction with a Starbucks Card.

6. As part of using the services provided by the Organizer by electronic means, referred to in these Regulations, it is forbidden to provide unlawful content that violates the law or common social behaviour.

7. The User Account enables the Participant to:

- 7.1. get acquainted with information about the benefits and promotions intended for the Participant in connection with using the Program, the collected "stars" and awarded prizes;
- 7.2. get acquainted with the history of transactions made using the Starbucks Card;
- 7.3. submit a request to block a Starbucks Card in the event of its loss (§ 7 of these Regulations, option available through the Program Website);
- 7.4. make an online top-up of the Starbucks Card balance (§ 8 of these Regulations);
- 7.5. make a transfer of funds from the Starbucks Card to a new Starbucks Card (§ 9 of these Regulations, option available via the Program Page);
- 7.6. edit the Participant's data (section 8 below);
- 7.7. using other tools and functionalities intended for Participants, including the possibility of deleting the User Account or unregistering the Card from the User Account (unregistering the Card prevents the accumulation of "stars" and obtaining benefits in the Program using this Card).

8. The participant has the right to update their information at any time. In order to do so, the Participant should use the appropriate form, available after logging in to their User Account on the Program Website or via the Mobile App. However, changing the date of birth of the Participant is possible only in justified cases (such as a mistake) and requires direct contact with the Customer Service Office in accordance with § 11 of these Regulations.

9. The Organizer hereby informs that it is not responsible for the consequences of the inability to contact the Participant, should this occur despite the Organizer's attempts or as a result of the Participant providing incorrect, incomplete or fictitious data or failing to update data that has changed.

10. One User Account may be associated with only one Starbucks Card.

11. The consumer has the right to withdraw their participation, without providing any reasons, from a distant contract regarding the User Account, within 14 days from the date of its conclusion, in accordance with the provisions of the Act of May 30, 2014 on consumer rights.

12. In order to exercise the right referred to in section 11 above, the Participant should inform the Organizer of their decision to withdraw. Deletion of the User Account using the settings of that account, made within the time limit specified in section 11 above, is also considered as informing about such a decision. The Participant may also withdraw from a distance contract by means of an explicit request made using the Organizer's contact details indicated in these Regulations, for example by sending a relevant letter by mail (to the address "AmRest Coffee" Sp. z o.o., ul. Powstańców Śląskich 15-17, 53-335 Wrocław, with the recommended annotation "Customer Service Office") or by e-mail (to the address starbuckscardpl@amrest.eu).

13. In order to exercise their right to withdraw from a distance contract, the Participant may use the statutory draft withdrawal form, attached as Annex 2 to the Act of May 30, 2014 on consumer rights. A template of this form is available at the following URL: <http://dziennikustaw.gov.pl/DU/2014/827/1> (software for reading documents in PDF format is required, e.g. Adobe Acrobat Reader). The use of this form is optional.

14. In order to meet the deadline for withdrawal from the contract specified in section 11 above, sending information about exercising the consumer's right to withdraw from the contract before the deadline shall be treated as sufficient.

15. The terms and conditions for exercising the right to withdraw from the distance contract regarding a virtual Starbucks Card are specified in the separate Starbucks Card regulations.

16. The Participant may at any time, without providing any reason, cancel their User Account. To do so, use the Delete User Account option, available in the account settings, after logging on to the Program's Website. Deleting a User Account is tantamount to resignation from participation in the Program and, in the case of a virtual Starbucks Card, cancelling of this Card and termination with immediate effect of the contract relating to the virtual Starbucks Card, subject to section 17 below) .

17. Participants who are users of virtual Starbucks Cards, and want to cancel their User Account and keep the active funds from the balance of that Card, should transfer their funds from the virtual Starbucks Card to an unregistered plastic Starbucks Card before resigning from their User Account (§ 9 of these Regulations). In connection with the above mentioned transfer, the Participant may receive an unregistered plastic Starbucks Card free of charge - the Participant may request that such a card be issued by the Organizer.

18. The detailed conditions of services provided electronically via the Mobile App are set out in § 5 of these Regulations.

§ 5. Mobile App

1. In order to ensure proper functioning, the Mobile App requires a mobile device (smartphone) with Internet access and equipped with iOS (version 7.0 or newer) or Android operating system (version 4.1 or newer).

2. The Mobile App is available for free download to a mobile device (smartphone) from the Google Play store (for devices running on Android) or from the App Store (for devices running on iOS).

3. Use of all options and functionalities of the Mobile App by the Participant requires assigning a Starbucks Card to the app. An existing Starbucks Card (plastic or virtual) or a Starbucks Card generated using this app may be assigned to the Mobile App.

4. Using the Mobile App, the Participant may access their User Account and:

- 4.1. generate a virtual Starbucks Card and assign it to their Mobile App (if no Starbucks Card is assigned to the Mobile App);
- 4.2. make payments from the balance of the Starbucks Card assigned to the Mobile App (without the need to physically have the Card with them);
- 4.3. top up the balance of their Starbucks Card assigned to the Mobile App;
- 4.4. obtain information about the Starbucks Card balance and collected "stars" and awards;
- 4.5. read information about benefits and promotions intended for the Participant in connection with being a member of the Program;
- 4.6. collect and use the coupons available to the Participant;
- 4.7. change the virtual design of their Starbucks Card visualized in the Mobile App;
- 4.8. review the list of Starbucks Coffee Shops together with information about their locations, opening hours and contact details;
- 4.9. use other options and functionalities available in the Mobile App.

5. The Mobile App uses the function of sending notifications to the Participant using push technology (so-called push notifications). Notifications are sent only to Participants who previously agreed to receive them, using the appropriate settings of the Mobile App. The Participant may at any time disable the option of receiving push notifications by changing the settings of their mobile device. As part of the Mobile App, the Participant may receive notifications such as:

5.1. messages regarding the User Account (e.g. information about changes in the status, and balance of the User Account, awards granted, as well as messages on technical matters);

5.2. information on benefits and promotions intended for Participants in connection with their use of the Program.

6. Payment from the balance of a Starbucks Card using the Mobile App is made using the appropriate option. To do this, go to the payment screen on the Mobile App and select the picture portraying the Card or the "pay" option. The picture of the Card will turn over and a QR code and the Card number will appear on the screen. Payment from the Card balance is made by scanning the QR code by the barista at the counter of a given Starbucks Coffee Shop. If the QR code scanner fails, the Starbucks Card number must be provided to the barista.

7. Coupons are redeemed using the Mobile App by means of the appropriate option. To do this, select the coupon to be redeemed in the "Awards" tab. After selecting the symbol, a QR code and a number will appear. The award can be redeemed by scanning the QR code by the barista at the counter of the given Starbucks Coffee Shop. If the QR code scanner fails, the coupon code number should be provided to the barista.

8. The application is available in Polish and English language versions. Language selection is made during installation and first login. To change the language of the app, you should change the language used on the mobile device (smartphone).

9. Participants who use a plastic Starbucks Card may use this Card both in the traditional (plastic) and digitized version (i.e. related to the Mobile App). All activities related to the Starbucks Card performed with the use of the Mobile App have the same effect as if they were performed with the use of a plastic Starbucks Card.

10. The Mobile App enables Participants with a plastic Starbucks Card to make transactions from the balance of that Card without having to physically show the card. However, Participants should keep the plastic Starbucks Card for their own safety (especially in the event of theft of their mobile device) and keep it in a safe place.

11. Participants who use a virtual Starbucks Card, and who do not have a plastic Starbucks Card, must use the Mobile App to make payments with their Card.

12. The Participant can install the Mobile App on more than one of their mobile devices. Activities performed under the Program using each of the Participant's mobile devices are automatically recorded on the User's Account.

13. Updates may be periodically issued to the Mobile App. Installing such updates by the Participant is required to ensure proper implementation of the Program using the Mobile App. If the Participant uses the automatic update option on their mobile device, the latest version of the Mobile App will be downloaded automatically after it is made available. If the Participant does not use the automatic update option, then depending on the settings of their mobile device, a message will be displayed that an update is available.

14. The Mobile App may also - depending on the configuration of the mobile device - cooperate with selected other applications. Further information about this option is available on the Mobile App and on the Program Website.

15. The Participant may at any time remove (uninstall) the Mobile App from their mobile device. However, deleting the Mobile App does not automatically imply deleting the User Account or resigning from participation in the Program. Removal of the User Account is possible after logging in to the account on the Program Website or resigning from participation in the Program in a way described in § 4 of these Regulations.

§ 6. Program Benefits

1. As part of the Program, Participants are awarded "stars" on the terms described below.

2. Benefits and privileges in the Program depend on the status of the Participant. Program Participants may have one of the following statuses:

- 2.1. Green status,
- 2.2. Gold status.

3. A participant newly registered in the Program automatically receives the Green Status.

4. Green Status Participants are entitled to the following benefits and privileges under the Program:

- 4.1. 40 (forty) "stars" awarded upon joining the Program;

4.2. the right, after collecting 80 (eighty) "stars" (subject to section 12 and above) to collect one free drink selected by the Participant from among the available hot or cold drinks based on espresso, chocolate or tea in the size "tall" or "grande" from the standard offer at Starbucks Coffee Shops with one addition selected by the Participant (whipped cream, any available syrup or an espresso shot). When collecting the prize (free drink), an additional recycling fee of PLN 0.25 applies, resulting from the European "single use plastic - SUP" directive;

4.3. the right to receive, after collecting 80 (eighty) "stars" (taking into account paragraph 12 et seq. below), one free "reusable/reusable" cup from the products from the list: ReusabGoldSilver (4752867), ReusCupMetallic (4752875), RedReusableCup (4752100), ReusableCupStars (4752716), ReusCupTealCoCha (4752832), ReusableCup (4750646).

4.4. the right to take advantage of additional benefits and promotions intended for Participants, on the terms set out in separate messages sent by the Organizer by e-mail, SMS, via the App, announced on the Program Website or at Starbucks Coffee Shops.

5. Participants automatically achieve the Gold Status upon obtaining 200 (two hundred) stars in one year (understood as the last 365 days). The number of stars qualifying Participants for the Gold Status includes the stars used in accordance with the provisions of these Regulations. All Participants who participated in the previous edition of the Program (i.e. before May 31, 2017) and continue to participate in the Program after the start of the new edition of the Program (i.e. from May 31, 2017) automatically achieve the Gold Status.

6. Gold Status Participants lose this status and return to the Green Status, if within one year (understood as 365 days) from the date of achieving the Gold Status, they do not collect at least 200 (two hundred) stars.

7. Under the Program, Participants with the Gold Status are entitled to benefits and privileges as in the case of the Green Status (section 4 above), and additionally:

7.1. the right to one free addition for each drink purchase transaction made from the balance of a registered Starbucks Card (at the Participant's choice: whipped cream, any available syrup or espresso shot);

7.2. once a year - on their birthday - Participants who provided their date of birth in the registration form have the right to collect (subject to section 12 and higher below) one of the following gifts (at the Participant's discretion):

- one free drink selected by the Participant from among the available hot or cold drinks based on espresso, chocolate or tea in the size "tall" or "grande" from the standard offer at Starbucks Coffee Shops along with one addition selected by the Participant (whipped cream, any available syrup or espresso shot)
or

- any available cake from the Starbucks Coffee Shop dessert range;

7.3. upon maintaining the Gold Status achieved in a given year (section 5-6 above) - 25 (twenty five) "anniversary" stars are awarded automatically at the beginning of the next year of participation in the Program (i.e. the next 365-day period);

7.4. the option to select a gold Starbucks Card as part of the visualization of the Card in the Mobile App.

8. For payments made card, cash or registered Starbucks Card Strabucks App according to the following rules "stars" are awarded to Participants as follows:

8.1. Participants receive 1 (one) "star" for each PLN 2.00 (two) (gross) paid at a Starbucks Coffee Shop from the balance of their registered Starbucks Card (the amount below PLN 1 of the amounts from different payments add up) or for payments made card or cash

after scanning Starbucks Card or Starbucks app at the point of sales.

8.2. "Stars" are registered automatically in the Organizer's sales system after scanning Starbucks Card or Starbucks app at the point of sales.

9. Participants may check the current status of their "stars" after logging in to their User Account on the Program Website, in the Mobile App, as well as by contacting the Customer Service Office (§ 11 of these Regulations).

10. Unused "Stars" granted to Participants shall expire 12 (twelve) months after the last transaction made with their Starbucks Card, whereby a transaction is a purchase using a payment card, cash as well as the Starbucks Card and the Starbucks app as well as for recharging the Card. "Stars" also expire if the Card expires and if participation in the Programme is terminated.

11. Stars are assigned to the User Account and cannot be transferred to another User Account.

12. In order to take advantage of the benefits mentioned in section 4 point 4.2 and section 7 point 7.2 above, the Organizer shall send the Participant by e-mail (to the address provided in connection with participation in the Program) a special electronic coupon with a code letting the Participant take advantage of the benefits at a given Starbucks Coffee Shop. The coupon contains a unique, one-time only code (also in the form of a QR code), which the Participant should provide (show) to the cashier at a Starbucks Coffee Shop before taking advantage of the benefits. The coupon and code cannot be traded and cannot be exchanged for cash. The code can only be used once. The coupon referred to above is also automatically made available to the Participant via the Mobile App.

13. A coupon entitling the Participant to receive the benefits referred to in section 4 point 4.2 above shall be sent to the Participant within 24 (twenty-four) hours of awarding the Participant with the eightieth star. Upon sending the coupon entitling the Participant to receive the award for the collected stars (section 4 point 4.2 above), the appropriate number of stars is automatically deducted from the User Account.

14. A coupon with a code entitling the Participant to receive an award for collected stars (section 4 point 4.2 above) is valid for 30 (thirty) days from the date of sending to the Participant - after this date, the coupon with the code loses its validity. For other coupons, different validity periods may apply, but the validity period is in every case indicated on the coupon and is at least 30 (thirty) days from the date it is sent to the Participant.

15. A coupon entitling the Participant to receive the benefits referred to in section 7 point 7.2, is sent to the Participant on the date of their birthday (for Participants who provided their date of birth).

16. For Participants using the Mobile App, information about the award along with the coupon to which the Participant is entitled will appear automatically on the Mobile App (Internet connection required). The coupon on the Mobile App is the same as the coupon sent by e-mail.

17. The redeemed award will automatically expire and cannot be used again.

18. Making a purchase using a Starbucks Card, for which the Participant later got a refund (e.g. as a result of withdrawal from a distance contract or as a result of a return voluntarily accepted by the Organizer), does not constitute the basis for obtaining benefits under the Program,

including receiving "stars". However, the above does not apply to cases when the resignation

from the purchase took place as part of the Participant exercising their right to withdraw from the contract due to a defect in the purchased product.

§ 7. Protection of funds and Starbucks Card duplicate

1. Correct registration in the Program enables the Participant to protect funds recorded on the balance of their Starbucks Card. This function grants the Participant balance protection in the event of loss/theft of their Starbucks Card, by freezing the funds registered on the Card's balance immediately after reporting the loss of the Card by an authorized Participant. In order to do so, the Participant should:

1.1. use the appropriate function on the Program Website (after logging in to their User Account) or

1.2. contact the Customer Service Office at the telephone number: +48 71 386 17 77 (option available during working hours of the Customer Service Office, indicated in § 11 of these Regulations - the cost of the call is like that of a regular telephone call, in accordance with the tariff of the service provider) or at the e-mail address: starbucksardpl@amrest.eu (the e-mail address is managed during working hours of the Customer Service Office, indicated in § 11 of these Regulations).

2. Correct registration in the Program also lets the Member receive a one-time free duplicate of their Starbucks Card in the event of reporting its loss in accordance with the provisions of section 1 above. No funds are on the duplicate Starbucks Card when it is issued, and the Participant can transfer the frozen funds to the new card using the appropriate function on the Program Website. Duplicate Cards are sent by post at the Organizer's expense to the address provided by the Participant or in the form of a virtual Card (at the Participant's discretion).

3. In the event of the Participant not being entitled to receive a free duplicate of their Starbucks Card, after freezing the funds on the Card in accordance with the provisions of section 1 above, the Participant may request to transfer the frozen and unused funds to a new Starbucks Card purchased by the Participant. The transfer shall take place via the Program Website ("funds transfer" tab), on the terms set out in § 9 of these Regulations.

4. The transfer to the new Starbucks Card referred to above is free of charge.

§ 8. Topping up Starbucks Cards

1. Participants may top up their Starbucks Card at a Starbucks Coffee Shop, on the terms set out in the separate Starbucks Card regulations.

2. Correct registration in the Program enables the Participant to top up their Card by using the special top-up function in their User Account on the Program Website or on the Mobile App. The top-up service is provided and operated by PayU S.A. with its registered office at: ul. Grunwaldzka 182, 60-166 Poznań (hereinafter: "PayU").

3. The terms and conditions for the handling of transactions by PayU and the PayU account are specified in the terms and conditions issued by PayU, available on the website www.payu.pl. Relevant terms and conditions are also made available to the Participant prior to the top-up transaction.

4. In the case of the Mobile App, the following methods for topping up the Card via PayU are available after logging into the User Account:

- 4.1. from a payment card account;
- 4.2. using a PayU account (for Participants with a PayU account);
- 4.3. by electronic bank transfer.

5. For security reasons, topping up Cards in the Mobile App requires confirmation by the User with the password used to log in to the User Account.

6. In the case of the Program Website, the following methods of topping up Cards via the PayU system are available after logging into the User Account:

- 6.1. from a payment card account;
- 6.2. using a PayU account (for Participants with a PayU account);
- 6.3. by electronic bank transfer.

7. Cards can be topped up with a minimum of PLN 20 and a maximum of PLN 1,000. The maximum allowable balance of a Starbucks Card is PLN 1,000. Any attempted top-up that would lead to exceeding the maximum allowed balance of a Starbucks Card will be rejected.

§ 9. Transfer of funds

1. A Participant may transfer funds from the balance of their registered Starbucks Card as well as accumulated "stars" to their new, unregistered Starbucks Card (§ 4 section 17, § 7 section 2, § 7 section 3 of these Regulations).

2. The transfer referred to above is also possible on request of the Participant, without providing a reason (including when the current Participant's Card has not been lost). In order to do so, Participants who want to replace their existing, registered Card with a new one should purchase a new plastic Card (a top-up of at least PLN 20 is required to activate a new Card) or generate a new Virtual Card and then use the transfer option on the Program Website.

3. In order to make a transfer, Participants should log in to their User Account on the Program Website and use the appropriate option (funds transfer tab) by entering the number and security code of their new Card on a specially designated form, and confirm the transfer with their User Account password. The funds from the existing Card, as well as "stars", will be automatically transferred to the new Card (when registered in this way), and the existing Card will expire and become inactive.

4. The above-mentioned transfer is not possible from the balance of an unregistered Starbucks Card.

§ 10. Processing of Personal Data

1. The controller of the Participants' personal data is the Organizer, "AmRest Coffee" Sp. z o.o., with its registered office in Wrocław, ul. Powstańców Śląskich 15-17, 53-332 Wrocław. Participants' personal data will be processed for purposes related to the Program, in the scope necessary to manage the User Account and send communication related to the Program. In the case of giving consent to receive marketing communication - the personal data of Participants is also processed in order to receive commercial information at the contact details provided.
2. The protection of the Participants' privacy, including information on the processing and protection of personal data and on the Participants' rights, are described in the document "Privacy Policy", available on the Website.

§ 11. Customer Service Office

1. The organizer provides access to the telephone Customer Service Office via the telephone number: +48 71 386 17 77 (calls charged as an ordinary telephone call, according to the tariff of the service provider used by the person calling).
2. The Customer Service Office is open on business days from Monday to Friday, between 9am and 5pm. The Customer Service Office is closed on Saturdays, Sundays and public holidays.
3. The Customer Service Office provides information about the Program to all interested parties. The Customer Service Office also provides Participants with information about the balance of their Starbucks Card and enables Participants to block lost Starbucks Cards. Member verification by the Customer Service Office is based on the Starbucks Card number, the Card security code and the data provided in connection with registration in the Program.

§ 12. Complaints

1. Complaints about the Program may be submitted:
 - 1.1. directly at Starbucks Coffee Shops, during their opening hours;
 - 1.2. by letter to the Organizer's address ("AmRest Coffee" Sp. z o.o., ul. Powstańców Śląskich 15-17, 53-335 Wrocław, preferably with the annotation "Customer Service Office - complaint", although this annotation is not obligatory);or
 - 1.3. to the e-mail address starbuckscardpl@amrest.eu (with the recommended e-mail subject line "Starbucks Rewards - complaint", although this subject line is not mandatory).
2. The complaint should contain the name and surname of the person submitting it, their mailing or e-mail address, the Starbucks Card number (if the person submitting the complaint has this number), the reason for the complaint and the details of the demand.
3. Complaints are processed by the Organizer on the basis of the provisions of these Regulations and the provisions of generally applicable law in the Republic of Poland.

4. The Organizer shall respond to each complaint within 30 (thirty) days of its receipt (unless a shorter response time is required by law). Replies shall be provided - depending on the method of submitting the complaint - in writing (by letter) or by e-mail.

5. Using the procedure for filing complaints is voluntary.

§ 13. Remaining information for Participants

1. The language used by the Organizer for communicating with Participants is **Polish**.

2. The Organizer hereby informs that it does not use out-of-court methods for resolving consumer disputes, unless such an obligation arises from mandatory provisions of the law.

3. The Participant may obtain free assistance in resolving the dispute between them and the Organizer, by referring to the Poviats (or municipal) consumer ombudsman or other consumer watchdog.

4. The Organizer hereby informs that in connection with the Program and services provided electronically, referred to in these Regulations, it does not apply the ethical codes within the meaning of Art. 661 § 2 point 6 of the Civil Code or the Code of Good Practice in accordance with the provisions on counteracting unfair market practices.

§ 14. Final provisions

1. Participants may at any time, without providing a reason, resign from participation in the Program by deleting their User Account. In order to do so, Participants should use the appropriate option available after logging in to their User Account on the Program Website. The resignation shall be effective immediately. After resignation, active plastic Starbucks Cards may still be used as electronic vouchers, in accordance with the separate Starbucks Card terms and conditions.

2. The Organizer may exclude the Participant from participation in the Program with immediate effect in the case of a violation of these Regulations by the Participant in order to obtain undue benefits in the Program.

3. The Organizer may amend these Regulations or issue new Regulations for important reasons, such as:

3.1. changes in generally applicable legal provisions directly impacting these Regulations and resulting in the need to amend them;

3.2. changes in the interpretation of legal provisions by courts or public authorities directly impacting these Regulations and resulting in the need to amend them;

3.3. the issuance of a judgment or decision by a court or public authority directly impacting the content of these Regulations and resulting in the need to amend them;

3.4. the introduction of new functionalities of the Program or Starbucks Cards;

3.5. the introduction of new benefits or awards or changing the type and scope or basis for offering benefits or awards;

- 3.6. to prevent violations of the law, violations of these Regulations or to counteract abuse;
- 3.7. to remove ambiguities or potential unclear interpretations;
- 3.8. the introduction of new functionalities of the Mobile App;
- 3.9. a change in the legal form of the Organizer, a change in the name of the Organizer (company), a change in the registration data, identification numbers, address, URL, e-mail address or telephone number indicated in these Regulations.

4. The Organizer shall announce any changes to these Regulations or issue new Regulations on the Program Website and shall notify Participants to their e-mail address provided in connection with participation in the Program, by delivering the amended or new Regulations. The notification concerning the amendment to these Regulations or the new Regulations shall contain the date that the amendment shall enter into force, which shall be at least 21 (twenty one) days from the date of notification. Relevant information shall also be available reasonably in advance at Starbucks Coffee Shops. The amended or new Program Regulations shall apply to Participants who had not resigned from participation in the Program before the effective date.

5. The Organizer may terminate the Program at any time, for important reasons, such as: changes to generally applicable legal provisions or changes in the interpretation of legal provisions by courts or tax authorities that affect the Program and result in the necessity to terminate it; issuing by a court or public authority of a judgment or decision resulting in the necessity to terminate the Program; threat of insolvency or bankruptcy of the Organizer; lack of continued economic viability of the Program or introduction of other forms of promotional activity of the Organizer in the place of the Program. In such cases, the Program shall be terminated on the date specified in the notification about the Program termination, taking into account section 6 below.

6. The Organizer shall announce the termination of the Program on the Program Website and notify Participants to their e-mail address provided in connection with participation in the Program, stating the date of the Program's termination, which shall be not less than 90 (ninety) days from the date of notification (unless mandatory legal provisions result in the Organizer being obliged to apply a shorter period). Relevant information shall also be available reasonably in advance at Starbucks Coffee Shops.

7. Amendments in or to these Regulations, or termination of the Program, shall not affect the rights previously acquired by the Participants. In particular, active Starbucks Cards after the termination of the Program will still be valid as electronic vouchers, in accordance with the separate Starbucks Card regulations.

8. These Regulations are available at the Organizer's office, at Starbucks Coffee Shops and in electronic form on the Program Website, at: <https://www.starbucks.pl/en/regulations> (including a PDF download format) and in the Mobile App.

9. In connection with the Program, the Organizer may carry out additional, seasonal promotional campaigns addressed to Participants, on the terms and conditions specified in separate regulations.

10. In the event of the introduction of additional services related to the Program, not covered by these Regulations, the Organizer may define the terms and conditions of using such services in separate regulations.

11. The basic principles of the Program are specified in these Regulations and generally applicable legal provisions in the Republic of Poland