

Website Terms & Conditions

Terms & Conditions of the website www.starbucks.pl

§ 1. Definitions

The words used in these terms & conditions shall have the meaning given below:

1. **Terms & Conditions** - these terms & conditions for the provision of services by electronic means.
2. **Starbucks Coffee Shops** - coffee shops belonging to the Starbucks chain, which are operated by the Service Provider on the territory of the Republic of Poland;
3. **Website** - the website available at www.starbucks.pl;
4. **App** - an app for mobile devices under the name "Starbucks CEE", available for free download in AppStore and Google Play online stores.
5. **Starbucks Rewards Program** - a loyalty program under the name "Starbucks Rewards", whose organiser is the Service Provider, organised on the basis of separate terms & conditions;
6. **Service Provider - "AmRest Coffee" sp. z o.o.** having its registered office in Wrocław (53-332) at the address: ul. Powstańców Śląskich 15-17, entered into the Register of Entrepreneurs of the National Court Register by the District Court for Wrocław-Fabryczna, 6th Commercial Division of the National Court Register (KRS), under KRS number 0000280347, with share capital of PLN 121,000,000.00, NIP 8982116629, REGON 020512492, having the status of a large entrepreneur within the meaning of the Act of 8 March 2013 on Counteracting Excessive Delays in Commercial Transactions, phone number for contact: 71 386 17 77, email address for contact: starbucks_info@amrest.eu;
6. **User** - a natural person who uses the Services in accordance with these Terms & Conditions;
7. **Consumer** - the User being a natural person who makes a legal action not directly connected with his/her economic or professional activity, within the meaning of Article 22[1] of the Act of 23 April 1964 - the Civil Code.
8. **Order** - an order placed by the User at the counter (paid at the counter or via the App) or through the Partner's website, for foodstuffs, beverages or other items from the menu of a selected Starbucks Coffee Shop, intended for collection and consumption in a Starbucks Coffee Shop or delivered to the User's place of residence, stay or work during deliveries carried out by Partners as part of the Starbucks@Delivers service;
9. **Starbucks@Delivers** – ordering service with delivery provided by Partners. Orders are placed in the App or on the website of the selected Partner. The menu in the offer with delivery is limited to the items available in the App or on the Website of the selected Partner;
10. **Partner** - a third party cooperating with the Service Provider, who provides services to the Users of Starbucks@Delivers. Through the Partner, the User may place an Order with the option of delivery to the location of his/her choice, provided that delivery to the selected location is made available by the Partner concerned. Partners cooperating with the Service Provider are listed on the Website under the "Starbucks Delivers" tab.

§ 2. General provisions

1. These Terms & Conditions set out the terms and conditions for the provision of services by electronic means through the Website and the App.
2. These Terms & Conditions constitute the terms & conditions, referred to in Art. 8 of the Act of 18 July 2002 on Providing Services by Electronic Means.

§ 3. Services provided by electronic means

1. The Services provided by the Service Provider through the Website and the App (hereinafter "Services") include:
 - 1) informing Users about the on-premises offer of Starbucks Coffee Shops;
 - 2) enabling the search for the nearest Starbucks Coffee Shops by means of a virtual map of Starbucks Coffee Shops;
 - 3) informing Users about the Starbucks Delivers service and the Partners cooperating with the Service Provider on this service;
 - 4) additionally for App users:
 - a. possibility to make payments using the App after it has been preloaded with funds.

- b. possibility to collect stars for each purchase under the Starbucks Rewards program and to receive rewards under this program, in accordance with the rules laid down in separate terms & conditions.
 - c. possibility to receive push notifications from the Service Provider regarding special offers and promotions.
 - d. enabling the search for the nearest Starbucks Coffee Shops by means of a virtual map of Starbucks Coffee Shops;
2. The Services are addressed to all Internet users. Individuals with limited legal capacity (including those between 13 and 18 years of age who are not completely incapacitated) may use the Services referred to in § 3.1 point 1.3 of these Terms & Conditions with the consent of their legal representative (e.g. a parent). The Service referred to in § 3.1 point 1.4 of these Terms & Conditions and point 1.5 of these Terms & Conditions is addressed to Users who purchased Starbucks branded products through the Partner's website or App, having previously complied with the requirements specified by the Partner available on that Partner's website.
4. When using the Services, the User is not allowed to provide unlawful content, including:
- 1) information and data crafted in a way that poses a risk of breaching the IT security or stability of the Website;
 - 2) information which infringes the intellectual property rights, including the copyright and trademark rights of the Service Provider or third parties; and
 - 3) other information and data in breach of absolutely binding legal provisions.

§ 4. Liability

1. The Service Provider shall make reasonable efforts to ensure that the Service it provides is available at all times, continuously and in full, but does not guarantee and shall not be liable for its availability and reserves the right to change, withdraw, suspend or discontinue any feature or function of the Service to any extent and at any time. The Service Provider informs that no prior announcement is required to change, withdraw, suspend or discontinue any feature or function of the Service.
2. The Service Provider shall not be liable for any damage caused by improper use of the Service, in particular due to the use of the Service by the User or other Users contrary to the provisions of these Terms & Conditions.
3. The Service Provider shall not be liable for any problems in the use of the Service if these occur as a result of events that the Service Provider, in the exercise of due diligence, could not have foreseen or prevented, as well as fortuitous events of a Force Majeure nature.
4. The content of the Service is solely for the purposes indicated in § 3.1 of these Terms & Conditions and does not constitute legal, business, tax or investment advice. Every effort has been made to ensure the accuracy of the information contained on the Website, but the Service Provider does not guarantee that it is complete, exhaustive, accurate or up-to-date.
5. The Website may contain references to content on other websites. This does not imply that the Service Provider or the authors of the content posted on the Website take a position on or are responsible for the content posted on such websites.

§ 5. Placing Orders

1. Orders can be placed directly at the counter in the selected Starbucks Coffee Shop or as part of the Starbucks@Delivers service on the Partners' websites. Information on the possibility of delivery to the address indicated by the User is available on the website of the selected Partner (within its delivery areas) Checking whether the relevant Starbucks Coffee Shop is able to process the Order takes place automatically. In the event that the Order cannot be delivered to the address entered, the User will be notified of this fact with a message.
2. Payment for the Order may, at the User's choice, be made upon receipt - in cash, with a payment card - VISA or Mastercard, BLIK or using the App. Payment with the App is not available at Partners as part of Starbucks Delivers.
3. Orders may be placed by Users acting on behalf of other entities, including legal persons and organisational units without legal personality.
4. After placing an Order, the User may receive a VAT invoice covering the Order concerned. In order to receive a VAT invoice with the Order, the User should inform the Starbucks Coffee Shop staff of the need to receive a VAT invoice when placing an order at the counter. When placing an Order the User should always provide the recipient's details to be shown on the VAT Invoice.

§ 6. Technical requirements

1. The technical condition for the proper use of the Website and the Services provided through it is the use of a personal computer with access to the Internet, equipped with an operating system (Windows, Mac OS, Linux or similar) and the Internet browser Internet Explorer, Opera, Firefox, Google Chrome or Safari in the current version.
2. The Website is also suitable for display on mobile devices such as smartphones, tablets or PDAs. The technical condition for using the mobile version of the Website is the use of a mobile device with access to the Internet, equipped with one of the popular web browsers in the current version (Android Browser, Chrome Mobile, Internet Explorer Mobile, Opera Mini or Safari Mobile).

§ 7. Complaints regarding the Services

1. Any complaints regarding or Services can be filed:
 - 1) to the Service Provider's email address (starbucks_info@amrest.eu)
 - 2) by letter, to the Service Provider's address ("AmRest Coffee" sp. z o.o., ul. Powstańców Śląskich 15-17, 53-332 Wrocław).
2. The complaint should indicate the name of the person filing the complaint, the reason for the complaint and the content of the claim.
3. Complaints shall be considered in the order of receipt, within 14 days of receiving them by the Service Provider.
4. The person filing a complaint shall be notified of how the complaint has been resolved by letter or email, depending on how the complaint was filed.

§ 8. Complaints regarding the quality of Starbucks products

1. The Service Provider is obliged to fulfil orders placed on the premises of Starbucks Coffee Shops in accordance with the contract concluded. The Service Provider shall be liable to the User for the conformity of the service provided with the contract in accordance with the rules laid down in the Act of 30 May 2014 on Consumer Rights.
2. Complaints regarding the orders referred to in paragraph 1 above may be filed:
 - 1) on the spot at the Starbucks Coffee Shop processing the order;
 - 2) using the Website by Users to the e-mail address: starbucks_info@amrest.eu;
 - 3) in writing, to the Service Provider's address ("AmRest Coffee" sp. z o.o. in Wrocław (53-332), ul. Powstańców Śląskich 15-17).
3. The complaint should contain the proof of purchase and details of the person filing the complaint (full name and contact details: correspondence address or e-mail address or phone number for contact), the reason for the complaint and the content of the claim.
4. Unless a shorter time to consider a complaint results from absolutely binding provisions of law, the Service Provider shall consider complaints within 14 days of their receipt.
5. The Service Provider shall notify the person filing the complaint of how the complaint has been resolved by a letter sent to the address provided in the complaint or by e-mail - depending on how the complaint was filed.
6. Complaints concerning the conformity of the products covered by the order with the contract shall be handled in accordance with the provisions of the Act of 30 May 2014 on Consumer Rights. In particular, the User shall have the right to request a replacement or repair of the products covered by the order and, in the cases referred to in paragraph 7, a reduction in the price or to withdraw from the contract.
7. The User shall have the right to request a reduction in the price or to withdraw from the contract where:
 - 1) the Service Provider has refused to replace or repair the products;
 - 2) the Service Provider has failed to replace or repair the products within a reasonable time and without undue inconvenience to the User;
 - 3) the non-conformity of the product with the contract continues even though the Service Provider has attempted to replace or repair the product;
 - 4) the non-conformity of the product with the contract is so significant as to justify a reduction in price or withdrawal from the contract without a prior attempt at replacement or repair;
 - 5) it is clear from the Service Provider's statement or the circumstances that the Service Provider will not replace or repair the product within a reasonable time or without undue inconvenience to the User.

8. If the Service Provider has not responded to the complaint within 14 days of receipt, it shall be deemed to have admitted the complaint.
9. The User who is a Consumer and wishes to be assisted in dealing with a complaint may contact the municipal or district consumer ombudsman that provides free assistance and advice in protecting the interests of Consumers.
10. Complaints regarding the quality of Starbucks products ordered via the Partner's website or App will be handled according to the Partner's rules.

§ 9. Right to withdraw from a distance contract

1. The User who has ordered bean coffee through the partner's website, as long as the coffee has not been milled at the User's request to his/her liking, shall have the right to withdraw from the contract within 14 days from the delivery of the coffee to the address indicated by the User. The User may withdraw from the contract without giving any reason. To meet the deadline it is sufficient to send the statement before its expiry.
2. In order to exercise the right to withdraw from the contract, the User shall make a statement of withdrawal.
3. In order to exercise the right to withdraw from the Contract, the User may use the statutory model withdrawal form attached as Annex 2 to the Act of 30 May 2014 on Consumer Rights. The model withdrawal form, referred to above, is available at the URL: <https://dziennikustaw.gov.pl/D2020000028701.pdf> (a program to read PDF documents, such as Adobe Acrobat Reader, is required). It is not obligatory to use this form.
4. The method of withdrawal recommended by the Service Provider is to send a completed and signed statement by email to the email address: starbucks_info@amrest.eu. The User may send the completed and signed form by post to the following address: AmRest Coffee Sp. z o.o., Wrocław (53-332), ul. Powstańców Śląskich 15-17. The User shall attach to the statement referred to in paragraph 2 the proof of purchase of the coffee, or otherwise document the purchase of the coffee.
5. The User shall return the coffee, without delay, but no later than within 14 days from the date of his/her withdrawal from the contract. The recommended method for returning the coffee is to return it or send it back to the address of the Starbucks coffee shop from which the delivery was made (the address can be found on the receipt) before the expiry of the deadline of 14 days from the date of withdrawal. To meet the deadline it is sufficient to send the coffee back before the expiry of the deadline.
6. The coffee shall be returned at the User's expense.
7. The Service Provider shall immediately, but no later than within 14 days of receiving the statement of withdrawal from the User, return to the User the payment made by the User for the returned coffee.
8. The payment will be returned using the payment method used by the User.
9. Before withdrawing from the contract, the User should not use the coffee in a way that is beyond what is necessary to ascertain the nature, characteristics and functioning of the coffee as a product (in particular, the User must not open the airtight packaging, make cuts or inscriptions on the packaging, and should store the packaging in accordance with the instructions). Otherwise, the User will be liable for the diminished value of the product.
10. The right to withdraw from the contract does not preclude the User's rights arising from the Service Provider's liability for the conformity of the service with the contract described in §7 above.
11. The User shall not be entitled to withdraw from the contract if he/she has concluded the contract as part of his/her business activity (as an entrepreneur).
12. Withdrawal from a contract concluded using the Partner's website or App shall be dealt with in accordance with the rules provided for in this §10, taking into account the regulations available on the Partner's website, Simultaneously, the Service Provider declares that it shall not be liable for the compliance with the law or the content of the requirements concerning the possibility and rules concerning the withdrawal from a distance contract concluded on the Partner's website.

§ 10. Out-of-court settlement of disputes

1. The User who is a consumer may use out-of-court procedures for handling complaints and pursuing claims, such as:
 - 1) by submitting the dispute which arose from the concluded contract for settlement to the Permanent Consumer Arbitration Court at the Trade Inspection;
 - 2) by filing an application to the provincial inspector of the Trade Inspection to initiate mediation proceedings for the amicable settlement of the dispute between the Consumer and the Service Provider.
2. The User may receive free assistance in resolving the dispute between the User and the Service Provider by contacting the district (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection (e.g. Federation of Consumers, Association of Polish Consumers).
3. Detailed information concerning the possibilities to use the out-of-court ways of handling complaints and pursuing claims by the User, as well as the rules of access to these procedures are available in the registered offices and on the websites of district (municipal) consumer ombudsmen, social organisations whose statutory

tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at <http://www.uokik.gov.pl>.

4. In order to resolve a consumer dispute which has arisen in connection with the provision of electronic services and a transaction concluded remotely (over the Internet), the user may use the platform for resolving disputes "Online Dispute Resolution" (ODR) functioning in the European Union, free of charge, a tool which gives the consumer and the seller the possibility to resolve a dispute amicably, without the need to go to court. The ODR platform is available at: ec.europa.eu/odr.

§ 11. Other information for Users

1. These Terms & Conditions are made available for free electronic download, in PDF format, at www.starbucks.pl to enable Users to store and reproduce them in the ordinary course of activities.
2. The language of contracts concluded with the Service Provider for the provision of Services shall be Polish.
3. The Service Provider informs that in connection with the provision of Services:
 - 1) it does not apply codes of ethics within the meaning of Article 661 § 2(6) of the Civil Code or a code of good practices within the meaning of the provisions on counteracting unfair market practices;
 - 2) it neither takes deposits from Users nor requests them to provide any other financial guarantees;
 - 3) it does not provide guarantees and does not offer after-sales services;
 - 4) it does not apply technical measures to protect against copying or access to content without the Service Provider's authorisation.

§ 12. Information about specific risks related to the use of a service provided by electronic means

The Service Provider informs that in the case of the use of services provided by electronic means, in particular through the Website and the App, there may be potential risks for the Users, such as:

1. possible receipt of spam, i.e. unsolicited advertising (commercial) information transmitted by electronic means,
2. the presence and impact of malware, including: computer viruses, i.e. specific software that, once activated, is capable of infecting files in a self-replicating manner, usually without being noticed by the user,
3. the presence and impact of Internet worms, i.e. malware capable of self-replication,
4. possible activation of spyware, i.e. software that spies on the user's activities on the Internet, and installs itself without the user's knowledge, consent or control,
5. cracking or phishing - used to acquire personal and confidential information for the purpose of identity theft, by sending fake e-mails that look deceptively authentic,
6. sniffing - unauthorised eavesdropping, involving the use of a sniffer - a computer program designed to intercept and possibly analyse data flowing over the network,
7. possible introduction by other persons using the information and communication system and/or telecommunications network of illicit devices which give unauthorised access to protected services within the meaning of Directive 98/84/EC,
8. the activities of cryptanalysis, i.e. finding weaknesses in the cryptographic system, thus making it possible to break or circumvent it,
9. possible exposure to other unwanted or "malicious" software, which performs actions unintended by the user, not falling within the definitions listed above, and appearing under the names: wabbit, trojan, backdoor, exploit, rootkit, keylogger, dialer, hoax.

§13. Amendments to Terms & Conditions

1. The Service Provider may amend these Terms & Conditions for important reasons, which are:
 - 1) amendment of generally applicable provisions of law having a direct impact on the content of these Terms & Conditions;
 - 2) a ruling or a decision directly affecting these Terms & Conditions issued by a court or a public administration authority;
 - 3) introduction of new functionalities of the Website;
 - 4) preventing breaches of law or violations of these Terms & Conditions;
 - 5) removal of ambiguities or doubts of interpretation;

- 6) transformation of the Service Provider (change of legal form), change in the name (business name) of the Service Provider, change in the registration data, identification numbers, address data, URL, e-mail address or telephone number, indicated in these Terms & Conditions.
2. In each case, any amendment to these Terms & Conditions shall not affect the rights of the Users or the Service Provider's obligations that arose prior to the date on which the Users became bound by the amended Terms & Conditions.
3. The Service Provider shall announce the amendment to these Terms & Conditions on the Website.
4. The amendment to the Terms & Conditions shall be binding on the Users who do not resign from the Services within 14 days of the date of notification of the amendment to terms & conditions in accordance with § 13.3 of these Terms & Conditions.

§ 14. Personal data protection

1. The Controller of the personal data of the Users is AmRest Coffee Spółka z o.o. having its registered office in Wrocław at the address: ul. Powstańców Śląskich 15-17, 53-332 Wrocław, entered into the Register of Entrepreneurs by the District Court for Wrocław - Fabryczna, 6th Commercial Division of the National Court Register (KRS), under KRS number: 0000280347, NIP: 8982116629, with share capital of PLN 121,000,000.00, phone number for contact: 713861000, email address for contact: starbucks_info@amrest.eu
2. The rules of protection of Users' privacy are described in the "Privacy Policy" document, which is available on the Website.

§ 15. Final provisions

1. Any matters not regulated in these Terms & Conditions shall be governed by the provisions of generally applicable law in the Republic of Poland, including the Civil Code, the Act of 30 May 2014 on Consumer Rights and the Act of 18 July 2002 on the Provision of Services by Electronic Means.
2. All disputes shall be settled by the competent common court determined in accordance with the provisions of the Act of 17 November 1964 - the Code of Civil Procedure.