

Terms of Use

Last updated: 10 December 2024.

PLEASE READ THESE TERMS OF USE CAREFULLY. ACCESSING OR USING THIS MICROSITE, CONSTITUTES ACCEPTANCE OF THESE TERMS OF USE (“TERMS”), AS SUCH MAY BE REVISED BY STARBUCKS FROM TIME TO TIME, AND IS A BINDING AGREEMENT BETWEEN THE USER (“USER”) AND STARBUCKS EMEA LTD. GOVERNING THE USE OF THE MICROSITE. IF USER DOES NOT AGREE TO THESE TERMS, USER SHOULD NOT ACCESS OR USE THIS MICROSITE. THESE TERMS CONTAIN DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO USER.

These Terms apply to your access to, and use of, all or part of any EMEA microsite of Starbucks EMEA Ltd., or its respective subsidiaries and affiliated companies (collectively, “Starbucks”) or other online service where these Terms are posted (collectively, the “Microsites”). These Terms do not alter in any way the terms or conditions of any other agreement you may have with Starbucks for products, services or otherwise.

In the event there is any conflict or inconsistency between these Terms and any other terms of use that appear on the Microsites, these Terms will govern. However, if you navigate away from the Microsites to a third-party site, you may be subject to alternative terms and conditions of use, as may be specified on such site, which will govern your use of that site.

While we make reasonable efforts to provide accurate and timely information about Starbucks on the Microsites, you should not assume that the information is always up to date or that the Microsites contain all the relevant information available about Starbucks. You agree that we may provide notices, disclosures and amendments to these Terms by electronic means, including by changing these Terms by posting revisions on the Microsites.

Eligibility

The Microsites are not targeted towards, nor intended for use by, anyone under the age of 13. A USER MUST BE AT LEAST AGE 13 TO ACCESS AND USE THE MICROSITES. If the User is between the ages of 13 and 18, he or she may only use the Microsites under the supervision of a parent or legal guardian who agrees to be bound by these Terms.

Privacy

Please read the Privacy Policy carefully to understand how Starbucks collects, uses and discloses personally identifiable information from its users. By accessing or using the Microsites, you consent to all actions that we take with respect to your data consistent with our Privacy Policy.

Copyright, Trademarks, and User License

Unless otherwise indicated, the Microsites and all content and other materials therein, including, without limitation, the Starbucks logo and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, “Microsite Materials”) are the property of Starbucks or its licensors or users and are protected by UK and international copyright laws. Starbucks Coffee Company, Starbucks, the Starbucks logo, and other Starbucks trademarks, service marks, graphics, and logos used in connection with the Microsites are trade names, trademarks or registered trademarks of Starbucks Corporation (collectively “Starbucks Marks”). Other trademarks, service marks, graphics and logos used in connection with the Microsites are the trademarks or registered trademarks of their respective

owners (collectively “Third Party Marks”). The Starbucks Marks and Third-Party Marks may not be copied, imitated, or used, in whole or in part, without the prior written permission of Starbucks or the applicable trademark holder. The Microsites and the Content (as defined below) are protected by copyright, trademark, patent, trade secret, international treaties, state and federal laws, and other proprietary rights and also may have security components that protect digital information only as authorized by Starbucks or the owner of the Content. All rights not expressly granted are reserved.

Subject to these Terms, Starbucks grants the User a personal, non-exclusive, non-transferable, limited, and revocable license to use the Microsites for personal use only in accordance with these Terms (“User License”). Any use of the Microsites in any other manner, including, without limitation, resale, transfer, modification or distribution of the Microsites or text, pictures, music, barcodes, video, data, hyperlinks, displays, and other content associated with the Microsites (“Content”) is prohibited. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith. These Terms and User License also govern any updates to, or supplements or replacements for, the Microsites, unless separate terms accompany such updates, supplements, or replacements, in which case the separate terms will apply.

Notices of Infringement

If you believe any material available via the Microsites infringes a copyright you own or control, you may file a notification of such infringement by post at: *Starbucks EMEA Ltd, Building 7, Chiswick Park, 566 Chiswick High Road, London, W4 5YE*. Starbucks will act expeditiously to remove infringing or unlawful material.

In accordance with applicable law, Starbucks has also adopted a policy of terminating, in appropriate circumstances and in our sole discretion, users who are deemed repeat infringers. Starbucks may also, in its sole discretion, limit access to the Microsites and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Acceptable Use

User’s use of the Microsites, any Content transmitted in connection with the Microsites is limited to the contemplated functionality of the Microsites. In no event may the Microsites be used in a manner that (a) harasses, abuses, stalks, threatens, defames, or otherwise infringes or violates the rights of any other party (including but not limited to rights of publicity or other proprietary rights); (b) is unlawful, fraudulent, or deceptive; (c) provides sensitive personal information unless specifically requested by Starbucks, (d) includes spam or any unsolicited advertising; (e) uses technology or other means to access Starbucks or Content that is not authorized by Starbucks; (f) uses or launches any automated system, including without limitation, “robots,” “spiders,” or “offline readers,” to access Starbucks or Content; (g) attempts to introduce viruses or any other computer code, files, or programs that interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment; (h) attempts to gain unauthorized access to Starbucks’ computer network or user accounts; (i) encourages conduct that would constitute a criminal offense or that gives rise to civil liability; (j) violates these Terms; (k) attempts to damage, disable, overburden, or impair Starbucks’ servers or networks; (l) impersonates any person or entity or otherwise misrepresents your identity or affiliation with another person or entity; or (m) fails to comply with applicable third party terms. Starbucks reserves the right, in its sole discretion, to terminate any User License, terminate any User’s participation in the Microsites, remove Content, or assert legal action with respect to Content or use of the Microsites, that Starbucks

reasonably believes is or might be in violation of these Terms, or Starbucks policies. Starbucks' failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

Links to Microsites

You are granted a limited, non-exclusive right to create text hyperlinks to the Microsites for non-commercial purposes, provided such links do not portray Starbucks in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any obscene, pornographic, sexually explicit or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. In addition, you may not use Starbucks' logo or other proprietary graphics to link to our Microsites without our express written permission. Further, you may not use, frame or utilize framing techniques to enclose any Starbucks trademark, logo or other proprietary information, including the images found at the Microsites, the content of any text or the layout/design of any page or form contained on a page on the Microsites without our express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of Starbucks or any third party. Starbucks makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of websites linking to the Microsites. Such sites are not under the control of Starbucks and Starbucks is not responsible for the content of any linked site or any link contained in a linked site, or any review, changes or updates to such sites.

Indemnification

The User agrees to defend, indemnify, and hold harmless Starbucks, its parent, subsidiary and other affiliated companies, independent contractors, service providers and consultants, and their respective employees, contractors, agents, officers, and directors ("Starbucks Indemnitees") from any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including legal fees and disbursements on a solicitor-client basis) ("Claims") that arise from or relate to the User's use or misuse of the Microsites, violation of these Terms, violation of any rights of a third party, Ideas you provide, or your conduct in connection with the Microsites. Notwithstanding the foregoing, this indemnification provision shall not apply to any Claims caused by a Starbucks Indemnitee's sole negligence. Starbucks reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate in asserting any available defences.

Warranties; Disclaimers

SAVE AS SET OUT TO THE CONTRARY IN THESE TERMS, STARBUCKS IS PROVIDING THE MICROSITES TO THE USER "AS IS" AND THE USER IS USING THE MICROSITES AT HIS OR HER OWN RISK. TO THE FULLEST EXTENT ALLOWABLE UNDER APPLICABLE LAW, STARBUCKS DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES THAT THE MICROSITES ARE MERCHANTABLE, RELIABLE, AVAILABLE, ACCURATE, FIT FOR A PARTICULAR PURPOSE OR NEED, NON-INFRINGEMENT, FREE OF DEFECTS OR VIRUSES, ABLE TO OPERATE ON AN UNINTERRUPTED BASIS, THAT THE USE OF THE MICROSITE BY THE USER IS IN COMPLIANCE WITH LAWS APPLICABLE TO THE USER, OR THAT USER INFORMATION TRANSMITTED IN CONNECTION WITH THE MICROSITES WILL BE SUCCESSFULLY, ACCURATELY, OR SECURELY TRANSMITTED OR RECEIVED. THE MATERIALS AND INFORMATION ON THE MICROSITES MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS.

No Liability

SAVE AS SET OUT TO THE CONTRARY IN THESE TERMS, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT SHALL STARBUCKS OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS OR

AGENTS (A) BE LIABLE TO THE USER WITH RESPECT TO USE OF THE MICROSITES, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE MICROSITES (INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM RELIANCE BY A USER ON ANY INFORMATION OBTAINED FROM STARBUCKS), OR ANY DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO STARBUCKS' RECORDS, PROGRAMS OR SERVICES; AND (B) BE LIABLE TO THE USER FOR ANY (i) DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS, THEFT OR CORRUPTION OF USER INFORMATION, OR THE INABILITY TO USE THE MICROSITES OR ANY OF THEIR FEATURES; or (ii) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES. THE USER'S SOLE REMEDY IS TO CEASE USE OF THE MICROSITES.

NOTHING IN THESE TERMS LIMITS THE LIABILITY OF STARBUCKS FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE, FRAUD, FRAUDULENT MISREPRESENTATION OR MISSTATEMENT OR FOR ANY STATUTORY RIGHTS NOT CAPABLE OF LIMITATION UNDER APPLICABLE LAW.

Third Party Content, Sites, Products and Services (including Advertising and Promotions)

Starbucks may provide third party content on the Microsites (including embedded content) or links to third-party web pages, content, applications, products and services, including advertisements and promotions (collectively, "Third Party Content") as a service to those interested in this information. We do not control, endorse or adopt any Third-Party Content, including that the inclusion of any link does not imply affiliation, endorsement or adoption by Starbucks of any site or any information contained therein, and can make no guarantee as to its accuracy or completeness. You acknowledge and agree that Starbucks is not responsible or liable in any manner for any Third-Party Content and undertakes no responsibility to update or review such Third-Party Content. You agree to use such Third-Party Content contained therein at your own risk. When you visit other sites via Third Party Content, or participate in promotions or business dealings with third parties, you should understand that our terms and policies no longer govern, and that the terms and policies of those third-party sites will now apply. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from our Microsites. You must comply with any applicable third-party terms when using the Microsites.

Modifications to the Microsites

Starbucks reserves the right to modify or discontinue, temporarily or permanently, the Microsites or any features or portions thereof without prior notice. You agree that Starbucks will not be liable for any modification, suspension or discontinuance of the Microsites or any part thereof.

Governing Law and Jurisdiction

These Terms and use of the Microsites are governed by the laws where you are resident. In the event of any dispute, we will usually try to resolve those disputes with you amicably. If you are a consumer, you have the right to refer the matter to a competent court of law where you reside. If you are resident in the EEA, you can also raise the dispute with an alternative dispute resolution body via the [EU Commissions Online Dispute Resolution platform](#).

Termination

Notwithstanding any of these Terms, Starbucks reserves the right, without notice and in its sole discretion, to terminate your license to use the Microsites and to block or prevent your future access to and use of the Microsites. Starbucks' failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

Changes

Starbucks reserves the right to change or modify these Terms or any other Starbucks policies related to use of the Microsites at any time and at its sole discretion by posting revisions on the Microsites. Continued use of the Microsites following such changes or modifications to the Terms or other Starbucks policies will constitute acceptance of such changes or modifications.

Severability

If any provision of these Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

Contact/Company Information

To get in touch with our Customer Care team you can submit a query

here: <https://starbucks.onecupbigchange.com/Starbucks-EMEA-Customer-Care-Contact-Details.pdf>

Any questions, complaints, or claims regarding the Microsites should be directed to:

Starbucks EMEA Ltd

Building 7

Chiswick Park

566 Chiswick High Road

London

W4 5YE

Registered No 09084257