

Starbucks Coffee Company (UK) Limited ("Starbucks" or "we" or "us")

IMPORTANT -- PLEASE READ: The following Starbucks Card Agreement describes the terms and conditions that apply to the pre-paid account of your Starbucks Card.

YOUR USE OF YOUR STARBUCKS CARD IS GOVERNED BY THE TERMS OF THIS AGREEMENT. PLEASE ENSURE THAT YOU HAVE READ AND UNDERSTOOD THESE TERMS BEFORE USING YOUR STARBUCKS CARD. IF YOU DO NOT UNDERSTAND THESE TERMS YOU MAY CALL 0845 270 3310 TO DISCUSS YOUR CONCERNS WITH US BEFORE YOU FIRST USE YOUR STARBUCKS CARD.

PLEASE ALSO TAKE THE TIME TO REGISTER YOUR STARBUCKS CARD BY VISITING OUR WEB SITE AT www.starbucks.co.uk AS THIS WILL PROVIDE YOU WITH EXTRA SECURITY IN THE EVENT THAT YOUR CARD IS LOST OR STOLEN.

WE RECOMMEND YOU KEEP A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

PART ONE: STARBUCKS CARD GENERAL TERMS

About Your Account; Starbucks Purchases Only.

The Starbucks Card is issued to you by Starbucks. It allows you to load a monetary value on to your Starbucks Card for future purchases at participating Starbucks stores. The Starbucks Card is to be treated like cash. It cannot be replaced if lost, stolen or destroyed unless you have registered it and reported the loss as described below. The monetary value that you load onto your Starbucks Card is a pre-payment only for the goods and services of participating Starbucks stores. No credit card, credit line, overdraft protection or deposit account is associated with a Starbucks Card. No interest, dividends or any other earnings on funds loaded on to a Starbucks Card will accrue or be paid or credited to you by Starbucks. The value associated with the Starbucks Card is not insured or guaranteed by any person or entity.

Most Starbucks locations in the United Kingdom, Australia, Mexico, Canada, Hong Kong, the Republic of Ireland and the United States of America will accept your Starbucks Card for payment. We reserve the right not to accept any Starbucks Card or otherwise limit use of a Starbucks Card if we reasonably believe that the use is unauthorised, fraudulent or otherwise unlawful.

Loading Value on Your Card.

In the UK, you can load value onto a Starbucks Card by using a credit card, debit card or cash by visiting any participating store. You may also top up an existing Starbucks Card by using a credit or debit card (VISA, MasterCard or American Express) online at www.starbucks.co.uk/card. If you choose to top up your Starbucks Card online, any personal data which you provide to us in order to do so will be held pursuant to Starbucks Privacy Policy <http://starbucks.co.uk/about-us/company-information/online-policies/privacy-statement> on secure servers in the USA and by proceeding with the topping up facility, you will be agreeing to this arrangement.

The value of your Starbucks Card is subject to the following load limits; the maximum amount that can be loaded onto your Starbucks Card in any transaction is £150, a maximum value of £150 may be stored on your Starbucks Card at any time and a minimum value that can be loaded is £2. A minimum value of £5 must be loaded onto your Starbucks Card in order to register your Starbucks Card online. Starbucks may change these maximum and minimum amounts at any time by notifying you at the point of sale or on the Starbucks web site and such change shall not constitute an amendment to this agreement. In accordance with Anti-Money Laundering Regulations, the maximum amount which can be loaded onto your Starbucks Card in any consecutive 30 days period is £200 (this amount being subject to change due to

currency fluctuations). The maximum amount that may be loaded onto a Starbucks Card in the UK over the life of the Card is £9,000 at which time the Card will be replaced with a new Card.

Amounts loaded, and subsequently topped up, onto a Starbucks Card are held and denominated in the currency of the country in which it was initially issued regardless of the currency used to load the Card. When adding value to your Starbucks Card or using it to make a purchase outside of the country in which it was issued, foreign currency conversion calculations are based on exchange rates published daily by Bloomberg. No fees or other charges are assessed to your Starbucks Card for the conversion. When using your Starbucks Card outside of the country in which it was issued, the balance shown on your receipt at the point of sale will be in the domestic currency of the store location you are visiting.

Auto Top-Up

To make reloading your Starbucks Card easier, you can use our auto top-up (Reload) feature. By linking a credit card or debit card to your Starbucks Card, you can reload a nominated value onto your Starbucks Card whenever you like. To set up Auto Top-up you will need to register your Starbucks Card online and log in online at www.starbucks.co.uk. Set up either the auto top-up date or the minimum Starbucks Card balance value at which you want your Starbucks Card value to auto top-up. Provide us with payment information and the auto top-up value. Your credit card or debit card will be billed according to the schedule and amount you have selected. Your selected value may take 24 hours to be processed onto your Starbucks Card. We will send you an email after each auto top-up purchase to let you know your Starbucks Card has been loaded. You can change your preferences at any time by logging into your online account, but changes may take up to 24 hours to go into effect.

To discontinue your Automatic Reload feature, you must log in at www.starbucks.co.uk or call 0845 270 3310 to disable the feature within a minimum 24 hours of the next scheduled reload.

Fees and Expiry Date.

Starbucks does not charge any fees for the issuance, activation, use or topping up of your Starbucks Card and your Starbucks Card has no expiry date.

Receipts and Statements.

Cardholders are not sent statements of itemised transactions from a Starbucks Card account. You can check the balance of your Starbucks Card or review recent transactions on your Starbucks Card at our web site at www.starbucks.co.uk, or by calling 0845 270 3310. You will need to have your Starbucks Card available in order to access your account. The account balance for a Starbucks Card also will appear on your receipt from a point-of-sale register. When you use your Starbucks Card, you will receive a receipt if you request one but will not be asked to sign the receipt. The receipt will indicate that the purchase was made using a Starbucks Card and will provide the remaining balance of your Starbucks Card. You should keep your receipts and check your online statement to ensure that your account balance is correct.

Redemption.

Amounts loaded on your Starbucks Card in the EU, may be redeemed by calling 0845 270 3310 and no fee is payable. You may be asked to provide proper documentation of your identity, such as your address, a driver's licence, passport, etc, and your bank account details. Upon verification of your identity and receipt of your bank details, a refund will be made within 7 business days directly into your bank account. Amounts loaded on your Starbucks Card outside of the EU are subject to the redemption and cash back regulations of the country where the funds were loaded.

Complaint Handling

We reserve the right to correct the balance of your Starbucks Card account if we believe that a clerical, billing or accounting error has occurred. If you have questions regarding your transaction history or any correction, or if you dispute any transaction or correction that has been assessed against your Starbucks Card, please contact our Customer Care Team by phone on 0845 270 3310. We will conduct an investigation and communicate the results and correct any error that we verify as soon as we finish the investigation. If no error was found, we will communicate an explanation. If you are dissatisfied with our resolution of a dispute, after eight weeks you may refer the issue to the Financial Ombudsman Service if your card was issued in the U.K. We will have no liability for any billing error unless you provide us notice within sixty (60) days of the date you become aware of the error. You should monitor your transactions and account balances closely.

Optional Registration; Liability for Unauthorised Transactions.

Because your Starbucks Card is used like cash for purchases from Starbucks, you are responsible for all transactions associated with your Starbucks Card, including unauthorised transactions. However, if your Starbucks Card is lost, stolen or destroyed, the card can be replaced with the balance remaining on it at the time of your call, but only if you have registered it with us. To register your card, please visit our web site at www.starbucks.co.uk. Please notify us immediately if you change any of your registration information. Personal Information which you provide to us for purposes of registering your Starbucks Card will be held pursuant to Starbucks Privacy Policy and may be held by Starbucks in the US. Information on Starbucks data protection practices and Starbucks Privacy Policy is available on this website at <http://starbucks.co.uk/about-us/company-information/online-policies/privacy-statement>. If your Starbucks Card is lost, stolen or damaged, you should contact us immediately at 0845 270 3310. Your Starbucks Card balance is only protected from the point in time that you notify us that the Card is lost, stolen or damaged. We will freeze the remaining balance on your Starbucks Card at the time you notify us and will load that remaining balance on your replacement Starbucks Card. If you register a Starbucks Card which was purchased in another country, the laws of the country of origin will apply.

PART TWO: IMPORTANT LEGAL TERMS

Changes to This Agreement.

We may amend the terms of this agreement at any time for security, legal, regulatory or valid business reasons. We will post the terms to the modified agreement on our web site at www.starbucks.co.uk. Subject to the remainder of this clause, any change, addition or deletion will become effective at the time we post the revised agreement to our web site or in our stores or as otherwise stated in our notice to you. Unless we state otherwise, the change, addition or deletion will apply to your future and existing Starbucks Cards. The amended terms will apply to you if (1) you do not notify us to the contrary within twenty (20) days of the date of our notice (or such other reasonable period of time as specified in our notice to you), or (2) you use your Starbucks Card after such twenty (20) day notice period. If you do not accept the changes, additions or deletions, your Starbucks Card will be cancelled and any amounts remaining on your Starbucks Card will be refunded to you, as per the refund terms above.

Cancellation of This Agreement.

We may suspend or terminate this agreement at any time by giving you reasonable prior notice. We need not, however, give you notice where we have serious grounds for considering that immediate termination is required (e.g. if we reasonably suspect fraudulent or unauthorised use of the Starbucks Card). If we terminate this agreement in circumstances where you are not in breach of this agreement, we will refund or issue store credits equal to the balance held in your Starbucks Card account less any amounts that you owe us. In the event that this agreement is terminated, this Part Two shall continue to apply as between us in respect of anything either of us did whilst this agreement was in force.

Governing Law

This agreement is governed by the laws of England and Wales.

Disclaimers and Limits of Liability.

Starbucks does not represent or warrant that your Starbucks Card will always be accessible or accepted at participating Starbucks stores.

In the event that Starbucks is liable to you under this agreement, you will be entitled to recover from us your actual damages, up to the last balance held on your Starbucks Card.

Starbucks will not be liable to you for:

- any loss of income, business, goodwill or profits arising out of this agreement;
- any unauthorised access to or alteration, theft or destruction of your Starbucks Card;
- the consequences of any delay or mistake relating to the use of your Starbucks Card caused by any circumstances beyond our control;
- any loss or damage which was not caused by our breach of this agreement or breach of our legal duty of care;
- any loss or damage which was not a reasonably foreseeable result of either our breach of this agreement or breach of our legal duty of care. Loss or damage is "reasonably foreseeable" if, at the time we entered into this agreement, such loss was contemplated by you and by us; or
- any loss or damage suffered by you as a result of you failing to take reasonable precautions against such loss or damage.

This agreement does not affect your statutory rights and must be read subject to those rights. If you require more information on your statutory rights you should contact your local authority Trading Standards Department or Citizens Advice Bureau.

Assignment.

We may transfer all or part of this agreement without such transfer being considered a change to the agreement, by giving notice to you. The company or other entity to whom we transfer this agreement will have the same rights and obligations as we did before the transfer and we will ensure that it agrees in writing to be bound by the terms and conditions of this agreement so that your rights under this agreement are not detrimentally affected.

Entire Agreement; Construction.

All correspondence entered into under this agreement will be in the English language. This agreement is the complete and exclusive statement of the agreement between you and Starbucks and supersedes all prior proposals and all other agreements in respect of the subject matter of this agreement. If any provision of this agreement is illegal or unenforceable, that provision will be deleted from this agreement, and the remaining terms will not be affected. Headings are for convenience of reference only and will in no way affect interpretation of this agreement.

Enquiries or Questions.

If you have any questions regarding this Starbucks Card Account Terms of Use and Agreement, or your

Starbucks Card, please email our Customer Care Team at ukinfo@starbucks.com or call 0845 270 3310. Starbucks Coffee Company (UK) Limited. Building 4 Chiswick Park, 566 Chiswick High Road, London, W4 5YE.