

STARBUCKS PARTNER SPOTIFY PLAYLIST CONTEST
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. ELIGIBILITY

The Starbucks Partner Spotify Playlist Contest (“Contest”) is sponsored by Starbucks Corporation, 2401 Utah Ave. South, Seattle, WA 98134, USA (“Sponsor”). This Contest is open only to Starbucks Partners who are full-time, part-time; hourly or salaried employees who: (1) are employed by Sponsor at the time of entry and who remain employed through the date of the prize award; (2) are legal residents of one of the fifty (50) United States (including the District of Columbia); and (3) are of the age of majority in their home State of residence (collectively, “Eligible Partner” or “Entrant”). Temporary, contingent and/or contract workers are ineligible. For clarity, employees of Starbucks Licensed Stores, their respective parent companies, subsidiaries, affiliates, and employees of Sponsor’s advertising and promotion agencies, and their respective families (spouses, parents, children and siblings) or individuals living in the same household of such employees are not eligible for participation and will be disqualified. All federal, state and local laws apply. Participation in this contest is voluntary. It is not work time. Partners will not be paid for participating in this contest. Thus, all activities related to the contest should be done on a partner’s personal time and not during work hours.

Void where prohibited or restricted by law. By participating in this Contest, an individual who enters or participates in the Contest agrees to be bound by these Official Rules and the decisions of Sponsor, which are final and binding in all matters pertaining to the Contest.

2. CONTEST PERIOD AND BRIEF OVERVIEW

The Contest begins at 12:01 a.m. (PT) on July 13, 2018 and ends at 5:00 p.m. (PT) on August 11, 2018 (“Contest Period”). During the Contest Period, Entrants can enter the Contest by creating, sharing, and submitting a Spotify playlist following the instructions set forth in Section 3 of these Official Rules. After the Contest Period ends, thirty-two playlists will be selected as finalists based on popularity. These finalists will then be scored and awarded prizes according to the judging criteria set forth in Section 4. Potential winners will be announced on or about August 20, 2018.

3. HOW TO ENTER

During the Contest Period, an Entrant will build and share a Spotify playlist comprised of a collection of songs that Entrant believes to be the perfect Starbucks Summer playlist soundtrack. The playlist must be public (searchable on Spotify) and include a minimum of twenty (20) and a maximum of twenty-five (25) songs (“Submission”). Any Submission containing a track that includes profanity or explicit content or which has been labelled EXPLICIT by Spotify will automatically be disqualified for consideration.

To create a Submission, Entrants can (1) log into their Spotify account; and (2) create a playlist titled “***My Starbucks Summer Playlist—by _____***,” where the blank is Entrant’s first name. Entrants who have not signed up for a Spotify Premium account or whose account has gone inactive can go to www.spotify.com/starbuckspartners to register. Use

of Spotify will be subject to that service provider's privacy policy and terms of use, which can be found at <https://www.spotify.com/us/legal/end-user-agreement>.

To enter the Contest, Entrant must complete the entry form located at [<https://app.smartsheet.com/b/form/731ed18161094e9dacadb3095521a1a5>], which will ask for the Entrant's name; Partner Number, Submission's Playlist ID, and a contact email. Entrants can find their Submission's Playlist ID by going to their Submission's Playlist page on Spotify, clicking on the three buttons options button located next to the Play button, clicking "Share," then "Copy Playlist Link." The Entrant can then paste the Playlist Link ("Playlist ID") into the entry form.

There is a limit of one (1) Submission per Entrant during the Contest Period. By entering the Contest, Entrant agrees to the terms and conditions of these Official Terms. By submitting a Submission, each Entrant agrees that his or her Submission conforms to the requirements set forth in these Official Rules and that Sponsor may, at its sole and absolute discretion, disqualify him or her from the Contest if Sponsor decides that his or her Submission fails to conform to the such requirements or any other provision of these Official Rules.

4. JUDGING AND WINNER SELECTION

Entrants are encouraged to share their Submission through the Spotify platform. The thirty-two (32) Entrants whose playlists have the most followers on the Spotify platform by the end of the Contest Period will be considered potential winners of one of the 32 prizes ("Finalists"). All Finalists will be verified as current, eligible Starbucks partners. Any Finalist deemed ineligible will be disqualified, and the next-highest followed Submission will be selected as a replacement Finalist.

Finalists will be reviewed by a qualified panel of judges selected by Sponsor in its sole discretion ("Judges"). The Judges will score each eligible Finalist according to the following criteria: 50% Curation Ability (creativity, music knowledge, sequence and blending of songs) and 50% Connection to the Theme "Your Starbucks Summer Playlist."

Once scored, the two Finalists with the highest score from the Judges will be deemed the Grand Prize Winners. The next ten-highest scoring Finalists will be Second Prize Winners. The remaining twenty Finalists will be Third Prize Winners. All winners are subject to verification of eligibility and compliance with these Official Rules.

If multiple playlists receive the same number of followers, resulting in more than 32 potential Finalists (for example, a three-way tie for 32nd place results in 34 potential Finalists), then the 32 highest-scored playlists will be deemed the Finalists. In the event of a tie in Judges scoring, an additional Judge will be asked to break the tie by ranking the tied entries.

5. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV")

Grand Prize (2 awarded)

Choice of either (a) \$500.00 Visa gift card or (b) \$500.00 Ticketmaster eGift card; Merchandise from Starbucks and Spotify, including Spotify headphones and summer

swag bags; and their Submission featured in overhead play in Starbucks stores. **ARV \$685.00 each.**

Second Prize (10 awarded)

Headphones from Spotify. **ARV \$50 each.**

Third Prize (20 awarded)

Summer Bags containing Spotify branded goodies. **ARV \$35 each.**

Prizes are non-transferable, non-assignable and no substitution, exchange or cash equivalent will be allowed, except by Sponsor at Sponsor's sole discretion. Prize may not be redeemed for cash, nor may they be transferred or offered for sale or auction, and can be substituted only, at Sponsor's sole discretion, with prize of equal or greater value. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Any portion of the prize not accepted by a winner will be forfeited, and the Sponsor and Contest Entities shall not be responsible for any inability of winner to accept or use any portion of a prize for any reason. Sponsor will pay all applicable federal, state, local taxes, and all other fees, costs, expenses and charges not specifically identified in these Official Rules as a prize element on behalf of any prize winner.

6. HOW TO CLAIM A PRIZE:

On or about August 20, 2018, potential winners will be sent an email notification with instructions on how to claim the prize. The prize must be claimed by August 23 or, at Sponsor's sole discretion, the prize may be forfeited and awarded to the Entrant whose Submission received the next highest score from the Judges as set forth in Section 4.

Grand Prize-winning Submissions will begin to be featured in Starbucks stores on or around August 24, 2018. All other Prizes will be fulfilled before or around October 1, 2018.

7. RIGHTS AND LICENSES

Entrant acknowledges that Entrant has no rights in the material making up the Submission. In creating the Submission, Entrant must abide by the Spotify platform's terms of use. Entering a Submission constitutes Entrant's consent to give Sponsor—to the extent permitted by the Spotify platform's terms of use—a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, publish or create derivative works from and display the Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purpose. If requested, Entrant will sign any documentation that may be required for Sponsor or its designees to make use of the nonexclusive rights Entrant is granting to use the Submission. This license expressly includes a right (but not the obligation) for Sponsor to modify submissions to remove any third party intellectual property. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each Entrant irrevocably waives any and all so-called moral rights they may have therein. Each Entrant hereby acknowledges that

such Entrant does not reserve any rights in or to the Submission.

8. **NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Submission for any reason, with or without legal justification or excuse, and participants shall not be entitled to any damages or other relief by reason thereof.
9. **LIMITATION OF LIABILITY:** By participating in this Contest, Entrants agree that the Sponsor, Spotify, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents (“Released Parties”) are not responsible for lost, late, incomplete, stolen, misdirected, postage due or undeliverable email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Page/usenet accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Page users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction, or unauthorized access to the Page or any Contest-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person’s computer related to or resulting from participating in the Contest and/or accepting a prize. The Released Parties shall not be responsible or liable for entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, at Sponsor’s sole discretion, be disqualified.

If, for any reason, a Submission is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as a Submission in the Contest, the Entrant’s sole remedy is to enter the Contest again to upload another Submission. If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of the prize winner in a manner it deems fair and reasonable, including the selection of prize winners from among eligible entries received prior to such cancellation, termination, modification or suspension.

By entering the Contest, each Entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties

from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Contest materials; (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Contest; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission of any part of any entry (including, without limitation, the registration information or any parts thereof); (i) any technical malfunctions or unavailability of the Page or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, Internet service provider, or mail service utilized by any of the Released Parties or by an Entrant; (j) interruption of or inability to access the Contest, the Page or any other Contest-related website(s) or any online service via the Internet due to hardware or software compatibility problems; (k) any damage to Entrant's (or any third person's) equipment used to access the Contest and/or its contents related to or resulting from any part of the Contest; (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions; (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries; (n) any wrongful, negligent or unauthorized act or omission on the part of any of the Released Parties; (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (p) the negligence or willful misconduct by Entrant.

Without limiting the foregoing, everything regarding this Contest, including the Page and prize components, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, so some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

10. DISPUTES

EXCEPT WHERE PROHIBITED BY LAW, THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON USA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF KING, WASHINGTON, USA. IF THE CONTROVERSY OR

CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN WASHINGTON, USA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN KING COUNTY, WASHINGTON USA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY’S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

- 11. PRIVACY POLICY:** Any personally identifiable information collected during an Entrant’s participation in the Contest will be collected by Sponsor or designee and used by Sponsor, its affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with Sponsor’s Privacy Policy, as stated at <http://www.starbucks.com/about-us/company-information/online-policies/privacy-policy>.
- 12. PUBLICITY RIGHTS:** By participating in the Contest and/or accepting the prize, each Entrant agrees to allow Sponsor and/or Sponsor’s designee the perpetual right to use his or her name, biographical information, photos, videos, entries, and/or likeness, and statements for Contest, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including live television, worldwide, including, but not limited to, on the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 13. GENERAL:** Any attempted form of participation in this Contest other than as described herein is void. If it is discovered or suspected, at Sponsor’s sole discretion, that an Entrant has registered, entered or attempted to register or enter more than once using multiple Instagram, or Facebook accounts, email addresses, identities, proxy servers or like methods, all of that Entrant’s entries may be declared null and void, and that Entrant may be ineligible to win a prize. In the event of a dispute as to the identity of prize winners, the winning entry will be declared made by the authorized account holder of the email address used to register for the Contest or, where applicable, associated with the Instagram, or Facebook account used to submit the entry. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor and Administrator reserve the right to disqualify any individual found, in Sponsor’s or Administrator’s sole discretion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Contest. Any use of robotic, automatic, macro, programmed, third-

party or like methods to participate in the Contest may void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE, THE PAGE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any Contest promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

- 14. WINNER LIST:** To obtain information about the prize winner, interested individuals should place a self-addressed, stamped business-sized envelope in an envelope and mail it to: Starbucks Coffee Company, Attn: Lindsey Derry, 2401 Utah Avenue South, Seattle, WA 98134 by December 31, 2018.